

## **Alsea School Board Meeting**

Tuesday, February 28, 2023 6:00 PM

Alsea School Library, 301 South 3rd Street, Alsea, OR 97324

1. **Call to Order**
2. **Flag Salute**
3. **Approval of the Agenda**
4. **Announce the hiring of the new Superintendent**
  - **To consider the employment of a public officer, employee, staff member or individual agent. (ORS 192.660(2)(a))**
5. **Action Items**
  - a. **Approve new Superintendent contract**

**EMPLOYMENT CONTRACT  
BETWEEN**

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**AND THE  
BOARD OF DIRECTORS OF THE  
ALSEA SCHOOL DISTRICT NO. 7J**

**1. Recognition Statement**

This is a contract of employment entered into this 28<sup>th</sup> day of February, 2023 by the Alsea School District, located in Alsea in the State of Oregon. This contract of employment is mutually entered into between Alsea School District (hereinafter called the District), acting through its Board of Directors (hereinafter called the Board) and Krista Nieraeth (hereinafter called the Superintendent). The purpose of this agreement is to establish the mutual and respective responsibilities, terms and conditions under which the Superintendent will serve the Alsea School District as its Superintendent. The parties hereby agree to the following:

**2. Duties and Responsibilities**

The Superintendent shall be the chief executive officer of the school district. In that capacity the Superintendent shall have the primary responsibility for:

- Execution of Board policy.
- Organizing and assigning the administrative and supervisory staff as best serves the district.
- Selecting all personnel subject to final approval by the board for licensed staff.
- Recommending policies, regulations, rules and procedures deemed necessary and appropriate for managing the District and implementing its responsibilities.
- Performing all duties reasonably incident to the office of Superintendent and such other duties as may be specified and/or delegated by the Board.
- Attending all board meetings, except executive sessions held under ORS 192.660 (2) (a) unless asked to attend by the Board.
- Serve as ex-officio member of all board committees and may provide administrative recommendations on matters considered by those committees and aligned with board policy.
- Superintendent will serve as the District's Clerk and Budget Officer of the District, as well as custodian of school funds.
- Superintendent shall approve and direct all purchases and expenditures within the limits of the budget approved by the Board.
- Superintendent shall plan, develop, and implement means to keep the community informed about school matters and shall serve as a representative of the schools before the public.
- Superintendent must hold an administrative license, including a superintendent's endorsement, as required by the Teacher Standards and Practices Commission of Oregon.

The Board shall:

- Retain the primary responsibility for formulating and adopting policies for the district.
- Uphold and maintain a safe workspace including all Board meetings in the public.

- Adopt the annual budget after engaging in the appropriate process.
- Collectively and individually, promptly refer criticism, complaints and suggestions called to its attention to the Superintendent, through appropriate procedures. If the subject of the complaint or criticism is regarding the superintendent, the referral shall be made to the board chair.

### **3. Term**

This contract commences July 1, 2023 and shall continue and remain in effect up to and including June 30, 2026, subject to the District's right of termination during the term of this contract. In the absence of written notice from either party by April 1, of each year, of intent to terminate or modify this employment contract, this contract shall automatically be extended for one additional year.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the District or Superintendent to terminate this Agreement at any time subject only to the provisions herein relating to termination.

### **4. Compensation**

During the first year of this agreement from July 1, 2023 through June 30, 2024, the District shall pay the Superintendent the annual salary of \$ 130,000.00 which shall be paid in twelve (12) equal monthly installments. For the subsequent years of this contract, the board and superintendent shall consider the development of a superintendent salary schedule, aligned with other administrator salary schedules in the district. In the absence of a superintendent salary schedule, the superintendent's salary shall be increased the same percentage as for other administrator employees.

The District will pay on behalf of the Superintendent the employee's contribution to the Oregon Public Employees Retirement System (PERS).

The salary rate may be increased by mutual agreement between the School Board and the Superintendent, for work performed or to be performed, by the Superintendent.

### **5. Benefits**

#### **a. Insurance Benefits**

The Board shall provide the Superintendent with full medical, dental, vision and long-term disability insurance, plus term life insurance and accidental death and dismemberment coverage subject to the rules and regulations of the respective insurance carriers. The Superintendent shall pay an out-of-pocket contribution toward the premium comparable to that paid by other licensed employee groups in the district. Any funds left over after district paid premiums occurs will be allocated to the superintendents' benefit account of choice, aligning with IRS guidelines. (e.g., IRA)

#### **b. Retirement Benefits**

The board shall contribute annually toward a deferred compensation plan (e.g., IRA, 403b, 457, etc) or designated fund. For the first year of this contract, the monthly

contribution shall be \$200.00 monthly, and will increase each subsequent year by \$50.00 dollars.

c. Relocation Stipend

A one-time relocation stipend shall be paid to the Superintendent in the amount of \$2,500 for expenses incurred moving their home from Port Orford, Oregon. For expenses beyond \$2,500, the Superintendent may submit receipts for the original \$2,500 and receipts for up to an additional \$2,500 with appropriate documentation and upon board approval.

d. Travel Allowance

The District shall provide the Superintendent with a monthly stipend of \$300 to compensate the Superintendent for use of a personal vehicle while on district business. In addition, obligations causing the Superintendent to travel outside of the county shall be reimbursed at the government rate or the Superintendent shall drive the district provided vehicle.

e. Retention Pay

The Board recognizes the value of continuity at the Superintendent level and in an effort to promote stability in the District. The board agrees to provide the Superintendent a retention bonus of 2.75% of the base salary at the completion of year two (2) and for each subsequent year of service to Alsea School District, upon the boards evaluation, confirming successful completion of the performance goals and standards that shall be used to evaluate the superintendents performance.

f. Technology Stipend

The expectation is that the Superintendent is accessible 24/7, therefore the Superintendent shall receive a monthly allowance of \$150 for communication related expenses including phone, data, internet connection or any other technology that will assist with communication while the superintendent is out of the office, as much of the Superintendent's work is performed at other locations.

g. Vacations and Holidays

The Superintendent shall be considered a 260-day employee, which includes vacation of twenty (20) days annually and twelve (12) paid holidays (July 4<sup>th</sup>, Labor Day, Veterans, Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, Presidents Day, June 19<sup>th</sup>)

The Superintendent may "carryover" up to and including 5 vacation days per year. All other days must be used or will be compensated at the superintendents' rate of pay. Said pay shall be calculated and, if applicable, with a max payout of 5 days paid on the June payroll.

## **6. Leave**

a. Sick Leave

The Superintendent shall accumulate sick leave as provided by Oregon law, ORS 332.507, one (1) day per month worked up to twelve (12) days per year. The Board

agrees to accept earned accumulated sick leave from the Superintendent's previous Oregon public school district consistent with the statutory requirements.

**b. Personal Leave**

The Superintendent shall be afforded three (3) personal leave days per year.

## **7. Performance Goals and Standards**

No later than October 1<sup>st</sup> each year, the board and superintendent shall mutually agree, and put in writing, the performance goals and standards that shall be used to evaluate the superintendent's performance. The Co-Endorsed (OSBA/COSA) Superintendent Evaluation Workbook and process shall be used in the evaluation of the superintendent.

As part of the agreed upon process, the Board shall devote a portion of at least two (2) meetings annually, to review the superintendent's progress on the approved goals and standards and to discuss the working relationship between Superintendent and the Board.

The Board shall meet in Executive Session (unless the Superintendent requests the evaluation be conducted in public) and evaluate and assess in writing the performance of the Superintendent by March 1 of each year during the term of this contract. The evaluation shall be made in reference to mutually agreed upon national standards for superintendents, the Superintendent's job description, and the goals and objectives mutually established by the Board and the Superintendent. The evaluation shall be conducted for the purposes of celebrating the good work of the Superintendent and the Board and identifying areas for the purposes of improving district leadership, maintaining effective and open communication between the Board and the Superintendent and enhancing this relationship. The Superintendent shall be entitled to meet with the Board to review the evaluation and to provide any pertinent information.

## **8. Expense Reimbursement**

The District shall reimburse the Superintendent for all actual and reasonable and necessary expenses incurred by the Superintendent within the scope of employment and approved by the board through the current budget, in performing the duties for the District under this agreement.

## **9. Professional Development and Learning**

The Board encourages the professional growth of the Superintendent. Therefore, upon the approval of the Board and within the constraints of the budget, the Board agrees to pay the cost of the Superintendent's professional memberships (i.e., Coalition of Oregon School Administrators, COSA's New Superintendent Academy, Oregon Association of School Executives, and the American Association of School Administrators), and for such other professional and/or service organizations upon approval from the board. Through the budget process, the Board may also approve payment for professional publications and other forms of ongoing professional development, including registration, travel and related expenses for attendance at state and national conferences for the Superintendent.

Upon board approval and within the constraints of the budget, funding to pursue higher level education coursework may be reimbursed up to but not to exceed the maximum amount allowed by the IRS as untaxed reimbursement per calendar year.

## **10. Criticisms and Complaints**

The Board, individually and collectively, agrees that any criticism or complaint about an employee other than Superintendent, or about a program of the District, that the Board is made aware of, shall be promptly forwarded to Superintendent for investigation and resolution. Any complaints made individually or collectively or for which the Board is made aware of regarding the Superintendent shall be communicated by the Board to the Superintendent so that such matter can be addressed, corrected or clarified.

## **11. Termination**

- a. By Mutual Agreement: This contract may be terminated at any time upon the mutual agreement of the parties.
- b. By the Superintendent: The Superintendent may resign upon ninety (90) days advance notice in writing to the Board.
- c. By District for No Cause: The district school board may terminate the superintendent's employment, without cause, at any time during the contract period only if the district school board provides the superintendent with at least 12 months' notice of the termination.
- d. By District for Cause: The District may terminate this employment agreement for cause which means such conduct that is seriously prejudicial to and which substantially affects the fundamental mission of the District. For cause termination may include the following:
  - Conduct constituting grounds for dismissal of licensed public-school staff under ORS 342.865 (1).
  - Breach of the terms and conditions of this contract.
  - Failure to maintain in good standing a valid and appropriate license to act as Superintendent of Schools as required by the State of Oregon.

Notice of termination for cause shall be given in writing at least thirty (30) days prior to the effective date of discharge or termination. Such notice shall include the reasons for recommending termination with sufficient particularity as to afford the Superintendent a reasonable opportunity to respond. The Superintendent shall be entitled to a due process hearing before the Board to discuss the reasons and refute, orally or in writing, such reasons. Such meeting may be conducted in executive session unless the Superintendent requests an open session. The Superintendent shall be provided the written decision regarding the results of the meeting.

## **12. License**

The Superintendent shall furnish throughout the life of the contract a valid and appropriate license to act as a Superintendent in the State of Oregon.

## **13. Professional Liability**

While acting within the scope of employment, the Superintendent shall be covered under the District's General Liability Policy and the School Leaders Errors and Omissions Policy. To the maximum extent provided by law, the District shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in her/his official capacity as an agent and employee of the School District, or in the Superintendent's individual capacity, provided the claim arose while the

Superintendent was acting within the scope of her/his employment and excluding criminal investigation or prosecution.

The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from her/his function as Superintendent and will reimburse him for any portion of such expense and judgments not covered by insurance. In no event shall the Board's obligation hereunder exceed the authority conferred upon it by the State Law, nor shall its obligation extend to any situation in which the Board and the Superintendent have adverse legal interests. In no case will the School Board members be considered personally liable for indemnifying the Superintendent against demands, claims, suits, actions and legal proceedings. This indemnification period shall extend to a period of five (5) years beyond the termination of this Contract.

#### **14. Applicable Law/Savings Clause**

This Agreement is to be construed in accordance with the Board policies, the Administrative rules adopted by the School Board and under the laws of the State of Oregon. The venue for resolving all legal disputes under this contract is the Circuit Court of the State of Oregon, for Benton County. If any specific clause or portion thereof in this Contract is determined to be unenforceable under law, the remaining clauses of this Contract shall not be affected and shall continue to be enforceable.

#### **15. Execution**

In Witness Whereof, the District, pursuant to the authority of its Board of Directors, by action duly and regularly adopted on \_\_\_, 2023 has caused two originals of this agreement to be signed in the name of the District by the Chairperson of the Board, and the Superintendent has hereunto affixed their hand and seal the day and year hereinabove mentioned.

\_\_\_, Board Chairperson  
Date:

\_\_\_, Superintendent  
Date:

**EMPLOYMENT CONTRACT  
BETWEEN**

---

**AND THE  
BOARD OF DIRECTORS OF THE  
ALSEA SCHOOL DISTRICT NO. 7J**

**1. Recognition Statement**

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- d. By District for Cause: The District may terminate this employment agreement for cause which means such conduct that is seriously prejudicial to and which substantially affects the fundamental mission of the District. For cause termination may include the following:
  - Conduct constituting grounds for dismissal of licensed public-school staff under ORS 342.865 (1).
  - Breach of the terms and conditions of this contract.
  - Failure to maintain in good standing a valid and appropriate license to act as Superintendent of Schools as required by the State of Oregon.

Notice of termination for cause shall be given in writing at least thirty (30) days prior to the effective date of discharge or termination. Such notice shall include the reasons for recommending termination with sufficient particularity as to afford the Superintendent a reasonable opportunity to respond. The Superintendent shall be entitled to a due process hearing before the Board to discuss the reasons and refute, orally or in writing, such reasons. Such meeting may be conducted in executive session unless the Superintendent requests an open session. The Superintendent shall be provided the written decision regarding the results of the meeting.

## **12. License**

The Superintendent shall furnish throughout the life of the contract a valid and appropriate license to act as a Superintendent in the State of Oregon.

## **13. Professional Liability**

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Superintendent was acting within the scope of her/his employment and excluding criminal investigation or prosecution.

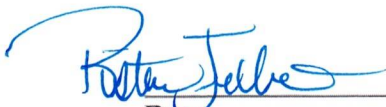
The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from her/his function as Superintendent and will reimburse him for any portion of such expense and judgments not covered by insurance. In no event shall the Board's obligation hereunder exceed the authority conferred upon it by the State Law, nor shall its obligation extend to any situation in which the Board and the Superintendent have adverse legal interests. In no case will the School Board members be considered personally liable for indemnifying the Superintendent against demands, claims, suits, actions and legal proceedings. This indemnification period shall extend to a period of five (5) years beyond the termination of this Contract.


#### **14. Applicable Law/Savings Clause**

This Agreement is to be construed in accordance with the Board policies, the Administrative rules adopted by the School Board and under the laws of the State of Oregon. The venue for resolving all legal disputes under this contract is the Circuit Court of the State of Oregon, for Benton County. If any specific clause or portion thereof in this Contract is determined to be unenforceable under law, the remaining clauses of this Contract shall not be affected and shall continue to be enforceable.

#### **15. Execution**

In Witness Whereof, the District, pursuant to the authority of its Board of Directors, by action duly and regularly adopted on \_\_\_, 2023 has caused two originals of this agreement to be signed in the name of the District by the Chairperson of the Board, and the Superintendent has hereunto affixed their hand and seal the day and year hereinabove mentioned.

  
\_\_\_\_\_, Board Chairperson  
Date:

  
\_\_\_\_\_, Superintendent  
Date: February 24, 2023

6. Adjourn

7. Important dates:

March 9, 2023 - Regular School Board meeting

March 21, 2023 - Fireside Chat

March 27-31, 2023 - Spring Break