

Alsea Special Session

Wednesday, June 18, 2025 8:45 PM

Virtual Only

1. **Call to Order**
2. **Flag Salute**
3. **Approval of Agenda**
4. **New Business**
 - a. Interim Superintendent Contract

EMPLOYMENT CONTRACT
BETWEEN
STACY B. KNUDSON
AND THE
BOARD OF DIRECTORS OF THE
ALSEA SCHOOL DISTRICT NO. 7J

This Employment Contract was made and entered into this 18th day of June, 2025, by and between the Board of Directors of the Alsea School District No. 7J, hereinafter referred to as DISTRICT, and Stacy B. Knudson, hereinafter referred to as INTERIM SUPERINTENDENT.

WHEREAS DISTRICT and INTERIM SUPERINTENDENT believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools,

NOW, THEREFORE, DISTRICT and INTERIM SUPERINTENDENT, for the consideration herein specified, agree as follows:

1. TERM

DISTRICT, in consideration of the promises, herein contained, of INTERIM SUPERINTENDENT, hereby employs, and INTERIM SUPERINTENDENT hereby accepts employment, as INTERIM Superintendent of Schools for a term commencing July 1, 2025, and ending June 30, 2026.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of DISTRICT or INTERIM SUPERINTENDENT to terminate this Agreement at any time subject only to the provisions herein relating to termination. This contract is only for the time specified above, however, by March 1, 2026, INTERIM SUPERINTENDENT and DISTRICT shall enter discussions about a possible extension of this contract. This paragraph satisfies the requirement for notice of nonrenewal required by ORS 342.513.

2. DUTIES AND RESPONSIBILITIES

The INTERIM Superintendent shall be the chief executive officer of the school district. In that capacity the Interim 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.

- 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.
- Performing all duties reasonably incident to the office of Superintendent and such other duties as may be specified and/or delegated 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.
- 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 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.

3. COMPENSATION

During the first year of this agreement from July 1, 2025 through June 30, 2026, the District shall pay the Interim Superintendent the annual salary of \$140,000 which shall be paid in twelve (12) equal monthly installments.

Additional duties as Special Education Administrator, Food Service Director, and K – 12 Principal will be compensated at \$10,200 per year, starting in the 2025 - 2026 school year, paid in twelve (12) equal monthly installments.

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

4. BENEFITS

A. Insurance Benefits

The Board shall provide the Interim 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 district will pay up to \$2000.00 per month to cover the Interim superintendent's benefit package of choice.

B. Retirement Benefits

The board shall contribute annually toward a deferred 403b compensation plan. The district agrees to contribute \$450.00 monthly, a total of \$5400.00 annually.

C. Travel Allowance

DISTRICT shall pay INTERIM SUPERINTENDENT \$2000.00 to compensate the Interim Superintendent for use of a personal vehicle while on district business.

D. Technology Stipend

The expectation is that the Interim Superintendent is accessible 24/7, therefore the Interim 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 Interim superintendent is out of the office, as much of the Interim Superintendent's work is performed at other locations.

E. Vacations and Holidays

The Interim Superintendent shall be considered a 260-day employee, which includes vacation of twenty-five (25) days annually and twelve (12) holidays (Memorial Day, Independence Day, Veterans Day, Labor Day, Thanksgiving Day and the day after, Two (2) days at the Winter Break, New Years' Day and one day at the New Year, Martin Luther King Day and President's Day).

The Interim Superintendent may "carry over" or cash out up to and including five (5) vacation days per year, all other days must be used.

5. Leave

a. Sick Leave

The Interim 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 interim Superintendent's previous Oregon public school district consistent with the statutory requirements.

b. Personal Leave

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

6. Performance Goals and Standards

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

As part of the agreed upon process, the Board shall devote a portion of at least two (2) meetings annually, to review the Interim superintendent's progress on the approved goals and

standards and to discussing the working relationship between Interim Superintendent and the Board.

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

The Board shall devote a portion of at least two (2) meetings annually, one before January 30, to discussing the working relationship between Interim Superintendent and the Board. The Board shall evaluate and assess in writing, using a mutually agreed upon format, the performance of interim Superintendent at least once a year, prior to May 1. The evaluation and assessment shall be related to the goals and objectives of the district for the year in question and Interim Superintendent's leadership and administrative abilities.

7. Expense Reimbursement

The district shall reimburse the Interim Superintendent for all actual reasonable and necessary expenses incurred by the Interim 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.

8. Professional Development and Learning

The Board encourages the professional growth of the Interim Superintendent. Therefore, upon the approval of the Board and within the constraints of the budget, the Board agrees to pay the cost of the Interim 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 Interim 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.

9. Criticisms and Complaints

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

10. Termination

- a. By Mutual Agreement: This contract may be terminated at any time upon the mutual agreement of the parties.
- b. By the Interim Superintendent: The Interim Superintendent may resign upon sixty (60) days advance notice in writing to the Board.
- c. 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:
 - i. Conduct constituting grounds for dismissal of licensed public school staff under ORS 342.865 (1).
 - e Breach of the terms and conditions of this contract.
 - ii. 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 interim Superintendent a reasonable opportunity to respond. The interim 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 interim Superintendent requests an open session. The interim Superintendent shall be provided the written decision regarding the results of the meeting.

11. License

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

12. Professional Liability

While acting within the scope of employment, the Interim 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 interim Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Interim Superintendent in her/his official capacity as an agent and employee of the School District, or in the Interim Superintendent's individual capacity, provided the claim

arose while the Interim 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 Interim Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from her/his function as Interim 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 Interim Superintendent have adverse legal interests. In no case will the School Board members be considered personally liable for indemnifying the Interim 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.

13. 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.

14. Execution

In Witness Whereof, the District, pursuant to the authority of its Board of Directors, by action duly and regularly adopted on June 18, 2025 has cause two originals of this agreement to be signed in the name of the District by the Chairperson of the Board, and the Interim Superintendent has hereunto affixed their hand and seal the day and year hereinabove mentioned.

Board Chairperson

Superintendent

Date:

Date:

5. **Adjournment**