

**SUPERINTENDENT CONTRACT**  
BETWEEN  
**RYAN CARPENTER**  
AND THE  
GOVERNING BOARD OF THE  
**ESTACADA SCHOOL DISTRICT NO. 108**

THIS AGREEMENT is made and entered into by and between **Estacada School District No. 108**, hereinafter referred to as the “District” or “Board,” and **Ryan Carpenter**, hereinafter referred to as “Superintendent.”

WITNESSETH:

WHEREAS, Superintendent is desirous of serving as the chief executive officer of the District and to perform all duties required by that office; and

WHEREAS, the District is desirous of securing a Superintendent of Schools to supervise and direct the educational program of the District under the general supervision of the District's School Board; and

WHEREAS, the District and 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, in consideration of the mutual promises contained herein, the District hereby employs Superintendent as the Superintendent of Schools in and for said District, and Superintendent hereby accepts such employment upon the terms and conditions as set forth below.

**SECTION 1. TERM**

This Agreement shall be for the term of July 1, 2025 through June 30, 2028, with provision for annual extension as herein provided. Effective July 1, 2025, this is a three year continuing contract. Therefore, the contract shall be automatically extended on July 1 of each contract year for an additional year from that July 1, so that one year is added to the contract and the total contract term is again three years, unless, on or before June 30 of the contract year ending 2028 or any contract year thereafter, the District, by resolution of its Board of Directors and notice of the Superintendent, or the Superintendent by written notice of the Board of Directors, elects not to extend this contract beyond one additional contract year, and so notifies the other in writing prior to June 30. In that event the contract shall terminate on the date this agreement would terminate, determined without regard to the possible extension thereof. The compensation package of this agreement and future agreements shall always commence on the date of school board approval and ratification. 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.

During the term of this Agreement, the Superintendent may be permitted to undertake writing, teaching and/or speaking engagements, and may serve as a consultant to other school districts and educational entities as permitted by law, provided that these activities do not interfere with the performance of his duties as Superintendent and he uses vacation days or personal leave days. Prior to the Superintendent leaving the District for consulting purposes, the Superintendent shall communicate in advance to the Board chair regarding the dates and length of time the Superintendent will be out of the

District for each consultation or obligation. The Superintendent may accept compensation or reimbursement for such consulting services at no expense to the District.

The Superintendent shall not be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

## **SECTION 2. TERMINATION**

### **A.) TERMINATION FOR CAUSE**

Discharge for cause shall mean gross neglect of duty or gross unfitness, and those terms are defined by the Oregon Teacher Standards and Practices Commission; mental or physical incapacity; conviction of a felony; failure by the Superintendent to perform the terms of this contract; or any of the grounds upon which a permanent teacher could be dismissed pursuant to ORS 342.895.

Notice of the District's consideration of discharge for cause shall be given in writing. Such notice shall include a statement of the reasons constituting cause and shall be given not less than ten (10) days prior to the date that Superintendent shall be entitled to appear before the Board as hereinafter provided. Superintendent shall be entitled to a hearing before the Board to discuss such causes. Superintendent may choose to be accompanied by legal counsel at such meeting at Superintendent's sole cost and expense. Such meeting may be conducted in executive session as provided by Oregon law. Superintendent shall be provided a written decision describing the results of the meeting. If such meeting and decision does not resolve the issue, the Superintendent, who may then request a hearing before an independent arbitrator selected in accordance with the Oregon Uniform Arbitration Act, ORS 36 600-36. 740. The decision of the arbitrator shall be final and binding on all parties hereto. Should insufficient cause to terminate the Superintendent be found, the Superintendent shall be entitled to reinstatement in his position under this contract, or if expired under a renewal thereof, with no loss of pay.

### **B.) UNILATERAL TERMINATION**

Each of the two parties is aware that a unilateral termination of the Superintendent by the District without cause could result in substantial injury to Superintendent. The Board, unilaterally, without a pre-termination or post-termination hearing and by a minimum of thirty (30) days' notice to the Superintendent, may, at its discretion relieve the Superintendent from his duties, with pay during part or all of the thirty (30) day period. In the event of such unilateral termination, the District would pay as damages to the Superintendent a lump sum equal to the total salary and a lump sum equal to the value of the other benefits, as described and limited in section 7, he would have earned under this contract at his then current rate between the actual date of termination and the termination date specified in the contract, up to an eighteen (18) month maximum. The Superintendent shall hold the district harmless following the completion of the District's obligations for damages. Should the board fail to honor the clause the board must pay the superintendent's legal fees to enforce the agreement.

### **C.) RESIGNATION**

Superintendent may resign as Superintendent upon sixty (60) days' written notice to the School Board Chairperson.

### **D.) LOYALTY CLAUSE**

If the Board of Directors “extend” The Superintendent’s contract, the Superintendent will not submit applications, seek employment, or accept any job offered in a school district, outside of the Estacada School District, during year one (1) of his three-year rolling contract. If the Board

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of Directors elects to “non-extend” the Superintendent’s contract, The Superintendent will be held harmless to pursue employment outside of the Estacada School District.

### **SECTION 3. DUTIES**

The Superintendent shall be the chief executive officer of the District. As such, the Superintendent shall have primary responsibility for execution of board policy whereas the Board shall retain primary responsibility for formulating and adopting said policy. Superintendent shall direct and assign the staff of the District, shall organize, reorganize and arrange the administrative and supervisory staff as best serves the District, shall suggest policy regulations, rules and procedures deemed necessary for the well ordering of the District, and in general, perform all duties incident to the office of Superintendent and such other duties as may be specified or delegated by the Board.

Superintendent shall devote full time, skill, labor, and attention to the operation of the District. Superintendent, as the chief executive may choose, at his discretion to work on-campus or off-campus when it is appropriate or practical for the work as a whole. This agreement may be evaluated on an ongoing basis to ensure that Superintendents work quality, efficiencies, and productivity are not compromised by the work arrangement described herein.

Superintendent shall have the responsibility for all personnel matters, including selection, assignment, transfer, and termination of classified personnel and recommendation for non-extension, renewal, non-renewal, and dismissal of licensed personnel subject to Board approval. Superintendent shall have the authority to accept the resignation of any licensed staff member and, on behalf of the Board, to waive the 60-day notice provision set forth in ORS 342.553.

Superintendent shall assure that all District employees are periodically evaluated as provided for by Oregon law and board policy. Superintendent shall establish and maintain a proper community relations program.

The Board members, collectively and individually, shall promptly refer all criticisms, complaints and suggestions called to their attention to the Superintendent for study and recommendation. Complaints about the Superintendent will be handled by the Board Chair who will inform Superintendent of the existence of the complaint. The Superintendent shall have the right to attend all Board meetings, and all board and citizen committee meetings, except executive sessions held to discuss the Superintendent’s employment status or as otherwise directed by the Board. Superintendent shall serve as an ex-officio member of all Board committees and provide administrative recommendations on each item of business considered by each of these groups.

The Board members shall provide Superintendent with access to a District vehicle for District business. Provided Superintendent resides within the boundaries of the District, said vehicle may be assigned to Superintendent on a full-time basis and used by Superintendent to commute between Superintendent’s residence and District offices and for other routine personal use in district.

In recognition of the Superintendent's status as a public figure and residing within the school district, the Board acknowledges its responsibility to ensure the safety and security of the Superintendent's

living location(s). Accordingly, the District agrees to provide and finance security measures, including but not limited to, the installation of surveillance cameras and subscriptions to security services, to safeguard the Superintendent's family and residential premises.

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#### **SECTION 4. PROFESSIONAL GROWTH OF SUPERINTENDENT**

The District encourages the continuing professional growth of Superintendent within the Superintendent's adopted budget through Superintendent's participation in:

- a. The operations, programs, and other activities conducted or sponsored by local, state, and national school administrator and school board associations;
- b. Seminars and college credit bearing courses offered by public or private educational institutions to be reimbursed in full sum of the total costs. Superintendent must seek approval from Board leadership for enrollment in any program or school requiring more than fifteen (15) credits annually.
- c. For the purpose of offsetting Superintendent's student loans. Superintendent, will receive a monthly stipend of six hundred dollars. This stipend shall be provided to employee for the duration of contract with the Estacada School District. The stipend shall be subject to any applicable taxes, deductions, or withholdings required by law.
- d. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent to perform Superintendent's professional responsibilities for the District.

#### **SECTION 5. SUPERINTENDENT'S LICENSE**

Superintendent shall maintain throughout the life of this Agreement a valid and appropriate license to act as the Superintendent of Schools as required by the State of Oregon. The breach of this requirement will immediately terminate or suspend this Agreement per section 2.

#### **SECTION 6. WORK YEAR/VACATION**

Superintendent shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this Agreement. The Superintendent shall have the discretion to select their work location and engage in remote work when it is deemed suitable. During each contract year, the Superintendent shall be entitled to twenty-five (25) days' vacation days in addition to holidays as provided to other administrators in the District. Accrued but unused vacation days may be accumulated by the Superintendent from year to year up to a maximum of 40 days; except as paid out in accordance with this section, any accrued but unused vacation days in excess of 40 days will be lost at the end of each school year. At the sole option of the Superintendent, either at the end of each fiscal year, at retirement, or when the Contract is terminated, either voluntarily or involuntarily, the District shall pay in a lump sum to the Superintendent any accrued but unused vacation days at the Superintendent's daily rate of pay, based on 240 work days per year, as of the payment date.

The Superintendent will advise the Board Chair in advance of planned vacation, travel, and professional meetings held outside of the Portland metropolitan area.

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## **SECTION 7. COMPENSATION**

### **A.) SALARY**

The Board is dedicated to maintaining the Superintendent's compensation at a competitive level. In the 2025-26 school year, the Superintendent shall receive a 4% COLA resulting in an annual salary of \$240,240, inclusive of both a market and cost-of-living adjustment (COLA). The Board shall conduct yearly reviews of regional Superintendent wages to guide future compensation decisions.

### **B.) RETENTION STIPEND**

As additional compensation to retain the services by Superintendent during the term of his employment, the District will pay an annual retention stipend equal to 17% of Superintendents base salary. Retention stipend earned annually by Superintendent shall be divided into three equal payments and paid in lump sum in the month of June over a period of three years. Any one-time retention compensation awarded to the Superintendent shall be paid in the form of lump sum payment and will not become part of the Superintendents annual base salary but will be reported to the Oregon Public Retirement System (PERS). However, if Superintendent's employment with the District under this Agreement is terminated for any reason, all of such remaining or unpaid retention stipend shall be forfeited by Superintendent.

### **C.) FRINGE BENEFITS**

Superintendent will receive the same benefit package, (medical, dental, vision, and life insurance) as all other administrators in the District. The District will pay monthly, in full, the benefit premiums selected by the Superintendent. Should the Superintendent continue to be employed until eligible retirement age under PERS guidelines, The District will pay monthly, in full, the benefit premiums until age 65 or Medicare eligibility, whichever occurs first. In addition, the District will provide long term Disability Insurance for the Superintendent.

Superintendent will receive an employer-paid, tax-sheltered annuity of the Superintendent's choice, not to exceed \$1,600 per month.

Superintendent shall receive a \$1,000 per month car and technology allowance for Superintendent's use of his personal car and personal technology for district business

Superintendent shall be reimbursed for all expenses incurred by Superintendent on behalf of the District and in furtherance of Superintendent's duties as superintendent, including, but not limited to meals, lodging, professional clothing or apparel, mileage, employee appreciation and recruitment. Superintendent shall submit expense reimbursement claims for such through the District's Business

Office. Reimbursements will be procedures and forms.

#### SECTION 8. SICK LEAVE

Sick leave will be accumulated at the rate of twelve (12) days per year.

#### SECTION 9. DISABILITY OF SUPERINTENDENT

Notwithstanding anything in this agreement to the contrary, the District is hereby given the option to terminate this agreement in the event that Superintendent shall become permanently disabled during the term of this agreement or any extension thereof. Permanent disability is a disability which incapacitates

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Superintendent from performing Superintendent's duties under this agreement on a regular and continuing basis. For purposes of this Agreement, Superintendent shall be deemed to have become permanently disabled if Superintendent's doctor determines that because of health, physical or mental disability the Superintendent is permanently unable to perform assigned duties. (It is understood and agreed that any such medical opinion rendered by Superintendent's doctor shall be deemed exempt from public disclosure within the meaning of ORS 192.502(2) and safeguarded as such.) Such option shall be exercised by the District giving ten (10) days' written notice to Superintendent by registered mail and addressed to Superintendent at the District office or at such other address as Superintendent shall furnish in writing to the District.

In the event of a disability covered by this section, Superintendent shall be entitled to utilize accumulated sick leave, subject to the maximum accumulated. The District will provide Superintendent with a long-term disability insurance policy, based upon a 90-day exclusionary period. Upon final termination of this Contract, Superintendent's compensation will continue to be provided by the terms of the disability insurance policy, subject to the retirement provisions of the Public Employees Retirement System.

In no event shall the amount paid to Superintendent exceed the full pay of Superintendent, including PERS and insurance benefits.

If a question exists concerning the capacity of Superintendent to return to Superintendent's duties, the District may require Superintendent to submit to a medical examination, to be performed by a doctor licensed to practice medicine selected by the District. The examination shall be done at the expense of the District. The physician shall limit the report to the issue of whether Superintendent has a permanent disability as defined herein.

#### SECTION 10. MEMBERSHIP DUES

The District shall pay the cost of Superintendent's annual membership dues in the following organizations:

- a. Professional organizations such as AASA, COSA, ASCD, AERA and OASE;
- b. Such other dues as may be agreed upon by the parties, including dues for local, civic organizations. With respect to such local organizations, the District will pay

such dues on a monthly basis. Superintendent is encouraged to participate in appropriate civic organizations.

c. The District shall bear the reasonable cost and expense for registration, travel, meals, lodging, and other related expenses for such attendance and membership.

d. In order to assist the health and wellbeing of Superintendent and as a benefit to his family for his service, the Estacada School District will provide reimbursement for a gym membership. Eligible fees include enrollment (if applicable) and annual or monthly fees for a family membership at a fitness center or equivalent.

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#### SECTION 11. PROFESSIONAL LIABILITY

The District agrees that, except for intentional, wanton, or reckless acts, it will defend, hold harmless, and indemnify Superintendent from all demands, claims, suits, actions, and legal proceedings brought against Superintendent in Superintendent's individual capacity, or in Superintendent's official capacity as agent and employee of the District, provided the incident arose while Superintendent was acting within the scope of Superintendent's employment.

Consistent with the rules of the Oregon Government Ethics Commission and the policies of the District, no personal use of District-provided computers or equipment will be allowed.

##### A.) ATTORNEY FEES

In the event of any suit or action hereon, the prevailing party in such suit or action shall be entitled to reasonable attorney fees to be fixed by the trial court, if any appeal is taken, from the decision of the trial court, such further sum as may be fixed by the appellate court as reasonable attorney fees in the appellate court, together with the prevailing party's costs and disbursements incurred therein.

#### SECTION 12. EVALUATION

The Board shall evaluate the performance of the Superintendent at least once each year by March 15th, or as soon thereafter as practicable, during the term of this contract. This evaluation shall be based on the goals and objectives agreed upon by the Board and the Superintendent, and the terms of this contract. The evaluation of the Superintendent will be conducted in two parts. The first using the OSBA approved Superintendent Evaluation Handbook. The second using the school board approved Strategic Aims Scorecard aligned with the school district's strategic plan. Each year, members of the school board and the Superintendent will collaborate and agree upon the goals measurements, and scoring metrics for the scorecard. Each of the two evaluation parts will be worth 50% of the Superintendent's overall evaluation.

In the event that the Board Determines that the performance of the Superintendent is unsatisfactory, in any respect, it shall describe, in writing, the unsatisfactory performance, including (a) facts and/or evidence to support the unsatisfactory rating; and (b) recommendations for improvement. The Board shall provide a reasonable opportunity for the Superintendent to correct the unsatisfactory performance.

SECTION 13. FUTURE CONTRACTS

The Board and the Superintendent will meet no later than June 1, regarding their respective intentions as to any future contract between them. Upon mutual agreement, the Board and the Superintendent may establish a new three-year agreement.

SECTION 14. APPLICABLE LAW

This Agreement is to be construed under the laws of the State of Oregon.

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IN WITNESS WHEREOF, the District, pursuant to the authority of its Board of Directors, by resolution duly and regularly adopted, has caused two originals of this Agreement to be signed in the name of the District by the Chairperson of the School Board, and Superintendent has hereunto affixed Superintendent’s hand and seal as of **March 12, 2025**

**DISTRICT: SUPERINTENDENT: Estacada School District No. 108**

By: **Ben Wheeler**, Board Chair  
Ryan Carpenter

Date: \_\_\_\_\_  
Date: \_\_\_\_\_



