

**EMPLOYMENT AGREEMENT BETWEEN  
VINCE SWAGERTY  
AND  
THE GOVERNING BOARD OF NORTH BEND SCHOOL DISTRICT  
NORTH BEND, COOS COUNTY, OREGON**

THIS AGREEMENT made and entered in this 19th day of June 2023, between North Bend School District Number 13, hereinafter referred to as DISTRICT, and VINCE SWAGERTY, hereinafter referred to as INTERIM SUPERINTENDENT.

WITNESSETH:

WHEREAS, the DISTRICT is desirous of securing an INTERIM SUPERINTENDENT of Schools to supervise and direct the schools and educational program of the DISTRICT under the general supervision of the DISTRICT'S School Board during the 2023-2024 academic years; and

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

NOW THEREFORE, in consideration of the mutual promises contained herein, the DISTRICT hereby employs the INTERIM SUPERINTENDENT in and for said DISTRICT, and the INTERIM SUPERINTENDENT hereby accepts such employment upon the following terms and conditions:

1. **TERM**: This Agreement will commence on July 1, 2023 and will terminate on June 30, 2024. If, during the term of this agreement, the DISTRICT and the INTERIM SUPERINTENDENT mutually agree, the INTERIM SUPERINTENDENT shall be offered a permanent three-year SUPERINTENDENT contract. The BOARD will notify the INTERIM SUPERINTENDENT in writing on, or before, February 1, 2024, to allow the INTERIM SUPERINTENDENT ample opportunity to pursue other superintendent vacancies.
2. **SALARY**: For the period July 1, 2023 through June 30, 2024, DISTRICT shall pay INTERIM SUPERINTENDENT an annual base salary of **\$160,000.00**, paid in twelve (12) equal monthly payments.
3. **INTERIM SUPERINTENDENT AND BOARD RESPONSIBILITY**: The INTERIM SUPERINTENDENT shall be the Chief Executive Officer of the DISTRICT. As such, the INTERIM SUPERINTENDENT shall have the primary responsibility for execution of Board policy, whereas the Board shall retain the primary responsibility for formulating and adopting that policy. The INTERIM SUPERINTENDENT shall devote full time, skill, labor, and attention to the operation of the DISTRICT. The Board and INTERIM SUPERINTENDENT shall develop a Working Agreement to outline responsibilities and expectations of each other.

4. **DUTIES**: As Chief Executive Officer of the DISTRICT, the INTERIM SUPERINTENDENT will perform job duties according to and in compliance with the laws of the State of Oregon, the rules and policies of the DISTRICT, and the directions of the Board. In addition, the INTERIM SUPERINTENDENT shall have the powers and duties set forth in the position description of SUPERINTENDENT.

The INTERIM SUPERINTENDENT shall, within Board policy and subject to Board approval, have responsibility to organize, reorganize and arrange the administrative staff, including instruction and business affairs, which in his judgment best serves the DISTRICT. The INTERIM SUPERINTENDENT shall, subject to Board approval, have the responsibility for all personnel matters, including selection, assignment, transfer, termination of classified, confidential, and supervisory personnel and recommendation for non-extension, renewal, nonrenewal, and termination of licensed personnel.

The INTERIM SUPERINTENDENT shall:

- A. Periodically and regularly evaluate all DISTRICT employees as provided for by Oregon law and Board policy;
  - B. Establish and maintain as appropriate community relations program;
  - C. Endeavor to maintain and improve his professional competence by all available means, including subscribing to and reading appropriate periodicals, joining appropriate professional associations, and participating in activities of such associations;
  - D. Have authority to accept the resignation of any licensed staff member, and to waive, on behalf of the Board, the 60-day notice provision of ORS 342.553.
  - E. Be entitled to:
    1. Present recommendations to the Board on subjects under consideration by the Board prior to action taken by the Board;
    2. Attend each meeting of the Board, unless excused by the Board;
    3. Serve as an ex officio member of each committee established by the Board.
5. **PROFESSIONAL GROWTH OF INTERIM SUPERINTENDENT**: The DISTRICT encourages the continuing professional growth of the SUPERINTENDENT through participation, as recommended by the Board, in the following activities to be included in the schedule of the INTERIM SUPERINTENDENT:
    - A. The operations, programs, and other activities conducted or sponsored by local, state, and national school administrator and school board associations;

- B. In preparation for collective bargaining, becoming familiar with the classified and certified Employment Agreements, including consulting with OSBA counsel to clarify any questions;
- C. Attend as many quarterly state Superintendent meetings as possible; and
- D. Attend local Superintendent's meetings at the ESD when schedule allows.

The DISTRICT shall permit a reasonable amount of release time, as the DISTRICT deems appropriate, for the INTERIM SUPERINTENDENT to attend to such matters. The DISTRICT shall pay for, or shall reimburse the INTERIM SUPERINTENDENT for, all reasonable and necessary expenses actually incurred by the INTERIM SUPERINTENDENT for such Professional Growth, including but not limited to, membership, tuition, lodging, food, and travel expenses. Travel reimbursement when INTERIM SUPERINTENDENT uses a personal vehicle shall be provided in paragraph 9.C. Such professional growth expenses shall be limited to amounts budgeted for that purpose in the INTERIM SUPERINTENDENT'S budget. The Board shall be notified in advance of any national travel planned. The INTERIM SUPERINTENDENT shall report to the Board on his activities upon return to the DISTRICT.

The DISTRICT will pay the INTERIM SUPERINTENDENT'S dues for COSA, AASA, and one civic organization. The INTERIM SUPERINTENDENT is responsible for paying any dues for all other organizations unless the Board approves otherwise. The DISTRICT will also pay for professional publications for the INTERIM SUPERINTENDENT as it may regard as professionally needed and appropriate.

6. **SUPERINTENDENT'S LICENSE**: The INTERIM SUPERINTENDENT shall maintain throughout the life of this Agreement a valid and appropriate license to act as SUPERINTENDENT of Schools as required by the State of Oregon. Should the INTERIM SUPERINTENDENT fail to maintain such a license in good standing, the DISTRICT may immediately terminate the Agreement with no further financial liability to the INTERIM SUPERINTENDENT.
7. **EVALUATION**: By January 15, 2024, the Board and INTERIM SUPERINTENDENT shall meet in executive session for the purpose of evaluation of the performance of the INTERIM SUPERINTENDENT and expressing recommendations and observations on how such performance may be improved. INTERIM SUPERINTENDENT shall be evaluated on his job performance, the INTERIM SUPERINTENDENT'S professional goals set by the Board and the INTERIM SUPERINTENDENT, and the DISTRICT's goals.
8. **WORK YEAR/VACATION**: The INTERIM SUPERINTENDENT shall maintain a schedule of contracted days and the INTERIM SUPERINTENDENT shall inform the Board of their schedule.

The INTERIM SUPERINTENDENT shall be required to render 260 days of full and regular service to the DISTRICT during each annual period covered by this Agreement.

These days shall include:

- A. Vacation Days – 25
- B. Personal/Flex Days – 8

C. Holidays – Equal to all other 12-month employees of the DISTRICT

The INTERIM SUPERINTENDENT shall have the option of being reimbursed for any unused vacation days, not to exceed ten (10) days, at the end of the fiscal year.

9. **FRINGE BENEFITS**: The INTERIM SUPERINTENDENT shall be entitled to participate in the following fringe benefits:

A. **PERS**: The DISTRICT shall pay the INTERIM SUPERINTENDENT'S contribution to Public Employees Retirement System, either PERS or OPSRP, whichever is appropriate and consistent with State law.

B. **TAX SHELTERED ANNUITY**: The DISTRICT will contribute \$500 per month into a Tax Sheltered Annuity of the INTERIM SUPERINTENDENT'S choosing.

C. **AUTOMOBILE ALLOWANCE**: An automobile allowance of \$350 per month as taxable income, for the use of personal automobiles for DISTRICT business.

D. **PROFESSIONAL DEVELOPMENT ALLOWANCE**: For all DISTRICT-related travel outside of Coos County the INTERIM SUPERINTENDENT will be reimbursed at the approved IRS rate.

The DISTRICT shall reimburse INTERIM SUPERINTENDENT for reasonable and necessary expenses actually incurred by INTERIM SUPERINTENDENT in performance of duties for the DISTRICT within the scope of his employment. The DISTRICT contemplates that such expense shall include, by way of example and not limitation, out of the DISTRICT expenses, including lodging, food, and travel, when incurred in the course of matters of educational or financial benefit to the DISTRICT. To the extent required by DISTRICT out of state travel expenses shall be approved in advance by the Board or the Board's designee. As part of the allowance, the DISTRICT shall pay for all tuition and related expenses that are incurred by the INTERIM SUPERINTENDENT in the completion of the professional development plan jointly adopted by the parties.

E. **INSURANCE**: The INTERIM SUPERINTENDENT shall be entitled to receive life, disability income, dental, vision care, and medical insurance benefits provided to other administrative employees of the DISTRICT, on the same terms and conditions as those benefits are provided to other administrative employees of the DISTRICT.

F. **LEAVES**: The SUPERINTENDENT shall have available five (5) days for bereavement leave. The INTERIM SUPERINTENDENT will accrue sick leave in the same manner as other administrative employees in the DISTRICT.

G. **ADDITIONAL PROFESSIONAL DEVELOPMENT**: The DISTRICT shall pay for all tuition and related expenses that are incurred by the INTERIM SUPERINTENDENT in the completion of SUPERINTENDENT Training agreed upon with the DISTRICT.

H. **TECHNOLOGY ALLOWANCE**: The INTERIM SUPERINTENDENT will be paid a \$100 per month stipend to assist with technology expenses, such as a cell phone and internet access.

10. **TERMINATION**:

**10.1 Reasons for Termination**: The DISTRICT may terminate this Agreement at any time for cause by the Board. Grounds for termination include, but are not limited to the following:

- a. Conduct which is prejudicial to and which adversely affects the fundamental mission of the DISTRICT;
- b. Any breach of the INTERIM SUPERINTENDENT'S obligations under this Agreement; Failure to comply with requirements as the Board may prescribe to show normal improvement;
- c. Failure to show evidence of professional training and growth;
- d. Failure to maintain in good standing a valid and appropriate certificate to act as SUPERINTENDENT of Schools as required by Section 6 above;
- e. Any form of dishonesty, criminal conduct, or conduct involving moral turpitude connected with the employment of the INTERIM SUPERINTENDENT or which otherwise reflects adversely on the DISTRICT'S reputation or operation;
- f. The refusal of the INTERIM SUPERINTENDENT to comply with the instructions, policies, or rules of the Board of Directors of the DISTRICT ; as long as the instructions, policies or rules do not violate state or federal law;
- g. Disability as a result of illness, accident, or other cause which renders the INTERIM SUPERINTENDENT unable to perform essential functions of the job of the SUPERINTENDENT's usual duties of employment for a total (consecutive or cumulative) of 90 days in any 12-month period after the date of disability commenced;
- h. The death of the INTERIM SUPERINTENDENT.

**10.2 Notice of Termination:** In the event the DISTRICT intends to act to terminate the Agreement prior to its termination date without the INTERIM SUPERINTENDENT'S written concurrence, the DISTRICT shall provide the INTERIM SUPERINTENDENT with a written Notice of Termination which shall include a statement of the reasons for the Board's decision to terminate this Employment Agreement. The Notice of Termination shall be given at least 30 days prior to the effective date of discharge or termination. The Notice of Termination shall also advise the INTERIM SUPERINTENDENT of his right to a fair hearing before the Board to discuss the proposed termination and to refute the reasons for termination. The INTERIM SUPERINTENDENT has the right to be represented by legal counsel at such meeting, at the INTERIM SUPERINTENDENT'S sole cost and expense. Such meeting may be conducted in executive session as provided by Oregon law, unless the INTERIM SUPERINTENDENT requests that the meeting be held in open session. The INTERIM SUPERINTENDENT shall be provided with a written decision describing the results of the meeting. This provision does not constitute a waiver of any rights the DISTRICT or the INTERIM SUPERINTENDENT may have to enforce this Agreement per the terms of this Agreement or under applicable law.

**10.3** In the event the DISTRICT discharges INTERIM SUPERINTENDENT and terminates this Agreement for cause, no further payments of any kind will be due INTERIM SUPERINTENDENT under this Agreement.

**10.4 By the Interim Superintendent:** The INTERIM SUPERINTENDENT may terminate his employment under this contract prior to its termination date with sixty (60) calendar days written notice to the Board Chair. The Board and INTERIM SUPERINTENDENT may, under this provision, agree to a sooner or later termination date.

11. **PROFESSIONAL LIABILITY:** 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, whether he is named individually or in his official capacity, provided that the incident arose while the INTERIM SUPERINTENDENT was acting within the scope of the INTERIM SUPERINTENDENT'S employment. In no case shall individual board members be personally liable for indemnifying the INTERIM SUPERINTENDENT against such demands, claims, suits, actions, and legal proceedings.
12. **CRITICISMS/COMPLAINTS:** The Board, individually and collectively, agrees that any criticism or complaint about an employee or program of the DISTRICT that the Board is made aware of shall be promptly processed according to applicable Board policy.
13. **APPLICABLE LAW:** The provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon. Any legal action involving any question arising under this Agreement must be brought in Coos County Circuit Court. If the claim must be brought in a federal forum then it shall be brought and conducted in the United States District Court for the State of Oregon.

14. **NOTICES**: All notices or demands of any kind required or desired to be given by District or Superintendent must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at its address listed below. A contemporaneous email will also be sent.

North Bend School District  
1913 Meade Street  
North Bend, Oregon 97459

Vince Swagerty  
1955 Roosevelt Ave  
North Bend, Oregon 97459

15. **MODIFICATION**: No waiver, consent, modification or change in the terms of this Agreement shall bind either party unless in writing signed by both Parties. A written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
16. **ATTORNEYS' FEES**: In the event any action, suit, arbitration, or other proceeding shall be instituted by either party to this Agreement to enforce any provision of this Agreement or any matter arising therefrom or to interpret any provision of this Agreement, including any proceeding to compel arbitration, the prevailing party shall be entitled to recover from the other a reasonable attorneys' fee to be determined by the Court or Arbitrator(s). In addition to recovery of a reasonable attorneys' fee, the prevailing party shall be entitled to recover from the other costs and disbursements, including all costs of Arbitration and the Arbitrator(s) fees, and expert witness fees, as fixed by the Court or tribunal in which the case is heard. In the event any such action, suit, arbitration or other proceeding is appealed to any higher court or courts, the prevailing party shall recover from the other a reasonable attorneys' fee for prosecuting or defending such appeal or appeals, in addition to the reasonable attorneys' fee in the lower court or courts or arbitration proceeding, such fee to be determined by the appellate court or lower court or arbitrator, as the appellate court may determine. In addition to recovery of a reasonable attorneys' fee on appeal, the prevailing party shall be entitled to recover from the other costs, disbursements, and expert witness fees as fixed by the appellate court. All costs and disbursements which may be awarded pursuant to this paragraph shall bear interest at the maximum legal rate from the date they are incurred until the date they are paid by the losing party.
17. **HEADINGS**: The headings used in this Agreement are solely for convenience of reference, are not part of this Agreement, and are not to be considered in construing or interpreting this Agreement.
18. **SEVERABILITY**: If any provision of this Agreement shall be invalid or unenforceable for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not in any way be impaired.

IN WITNESS WHEREOF, the DISTRICT pursuant to the authority of its Board of Directors has caused two originals of this Agreement to be signed in the name of the DISTRICT by the Chair of the School Board and the INTERIM SUPERINTENDENT.

NORTH BEND SCHOOL DISTRICT NO. 13 NORTH BEND, OREGON

By \_\_\_\_\_ Board Chair, \_\_\_\_\_  
Board of Directors Date

By \_\_\_\_\_  
Interim Superintendent Date