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**AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT**

This Amendment No. 1 to Employment Agreement (this "Amendment") is made and entered into on September 27, 2023, but made effective for all purposes as of October 1, 2023 (the "Effective Date"), between Madras Aquatic Center and Recreation District ("Employer"), an Oregon special district, and Courtney Snead ("Employee").

**RECITAL:**


Employer and Employee are parties to a certain Employment Agreement dated effective July 1, 2023 (the "Original Agreement"). Employer and Employee desire to enter into this Amendment in order to modify the terms of the Original Agreement.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Salary. Commencing on the Effective Date, Employer will pay Employee an annual salary of \$96,300.00, pro-rated as necessary. Employee will be paid in periodic installments consistent with Employer's then-existing payroll practices. Payment of Employee's salary will be subject to applicable federal, state, and local tax withholdings (and all other deductions and/or withholdings required by law and/or authorized by Employee). Employer will review and evaluate Employee's annual salary during the FY2024-25 budget preparation period. Notwithstanding anything contained in this Amendment and/or the Original Agreement to the contrary, Employer's review of Employee's annual salary does not entitle Employee to receive any increase in salary and/or benefits.

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Employee's Initials 

2. Miscellaneous. This Amendment is hereby made part of the Original Agreement. The provisions of the Original Agreement that are not amended by this Amendment remain unchanged and in full force and effect. Except as specifically modified by this Amendment, Employee reaffirms all his obligations under the Original Agreement. This Amendment contains the entire understanding of the parties regarding the subject matter of this Amendment and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Amendment. Capitalized terms contained in this Amendment that are not defined in this Amendment have the meanings assigned to them in the Original Agreement.

3. Legal Representation. The law firm of Bryant, Lovlien & Jarvis, P.C. has been employed by Employer to prepare this Amendment and such attorneys represent only Employer in this matter. Employee has thoroughly reviewed this Amendment (and any document referenced herein) with counsel of Employee's choosing or has knowingly waived the right to do so. The rule of construction that a written instrument is construed against the party preparing or drafting such instrument will specifically not be applicable in the interpretation of this Amendment and any documents executed and delivered pursuant to, or in connection with, this Amendment.

[end of amendment – signature page immediately follows]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first written above but made effective for all purposes as of the Effective Date.

**EMPLOYER:**

Madras Aquatic Center and Recreation District,  
an Oregon special district



By: Jinnell Lewis, Board Chair  
Deanna Seibold,

**EMPLOYEE:**



Courtney Snead

## EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT

This Executive Director Employment Agreement (this "Agreement") is dated July 25, 2023, but made effective for all purposes as of July 1, 2023 (the "Effective Date") between Madras Aquatic Center Recreation District ("Employer"), an Oregon special district, whose address is 1195 SE Kemper Way, Madras, Oregon 97741, and Courtney Snead ("Employee"), whose address is 1940 NE Gentry Road, Madras, Oregon 97741.

### RECITALS:

A. Employer and Employee are parties to a certain Executive Director Employment Agreement dated effective April 16, 2021, as amended by a certain Addendum No. 1 dated effective November 1, 2021 (collectively, the "Original Agreement"), pursuant to which Employer has employed Employee as Employer's executive director.

B. Employer and Employee are entering into this Agreement in order to, among other things, replace the Original Agreement and retain the unique experience, abilities, and services of Employee. Employer desires to continue to employ Employee, and Employee desires to continue to be employed by Employer, subject to the terms and conditions contained in this Agreement.

### AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

#### 1. EMPLOYMENT

1.1 Employment. Subject to the terms and conditions contained in this Agreement, Employer has employed Employee, and Employee has been employed by Employer, as Employer's executive director. Employee will be subject to the direction and control of Employer's board of directors (the "Board"). Employee will have and perform the following duties and responsibilities for and on behalf of Employer (collectively, the "Services"): (a) Employee will be responsible for Employer's operational management and administration and the implementation of Employer policies established from time to time by the Board; (b) those duties and responsibilities described in the Executive Director – Job Description attached hereto as Exhibit A (the "Job Description"); (c) to the extent not inconsistent with the duties and responsibilities described in this Agreement and/or the Job Description,

those duties and responsibilities customarily provided by an executive director of an organization similar to Employer; and (d) all other duties and responsibilities that the Board may direct or assign to Employee from time to time.

1.2 Standards of Conduct. Employee will (a) comply with all reasonable instructions, policies, directives, and/or rules that the Board may establish from time to time, (b) not commit any fraudulent, dishonest, and/or immoral acts, (c) conduct herself in a manner appropriate to the position, (d) comply with all applicable federal, state, and local laws, regulations, and ordinances, and (e) perform the Services to the best of Employee's ability, diligently, in good faith, with the care and skill an ordinary prudent person in a like position would exercise under similar circumstances, and in a manner Employee reasonably believes to be in the best interests of Employer. Employee will not engage in any outside professional, business, and/or charitable activities that may interfere with Employee's performance of the Services.

1.3 Performance Evaluation. The Board will conduct periodic reviews and evaluations of Employee's performance. Without otherwise limiting the generality of the immediately preceding sentence, the Board will review and evaluate Employee's performance no less than once per calendar year. Performance evaluations are a two-way communication process designed to accomplish the following objectives: (v) maintain and improve job satisfaction by letting Employee know that the Board is interested in Employee's job progress and professional development; (w) serve as a systematic guide to recognize needs for further training and development; (x) provide a factual basis for analyzing Employee's performance vs. job duties and responsibilities; (y) provide Employee an opportunity to discuss job problems or other job-related interests; and (z) provide a basis for coordinating the goals and objectives of Employee and Employer. Notwithstanding anything contained in this Agreement to the contrary, a satisfactory performance evaluation does not impair Employer's right to terminate this Agreement (and Employee's employment) or entitle Employee to receive any additional or increases in salary and/or benefits.

## 2. COMPENSATION; BENEFITS

2.1 Compensation. In consideration of the Employee's performance of the Services, and subject to the terms and conditions contained in this Agreement, Employer will pay Employee an annual base salary of \$106,999, pro-rated as necessary. Employee's salary will be paid in periodic installments consistent with Employer's payroll practices. Payment of all compensation under this Agreement is subject to all applicable federal, state, and local tax withholdings (and all other deductions and/or withholdings required by law and/or authorized by Employee). Employee acknowledges and agrees that (a) Employee is a salaried, exempt

employee, and (b) Employee will not be paid overtime compensation. If Employer provides all its employees a cost-of-living adjustment/wage increase (the "COLA Increase"), Employer will provide Employee's COLA Increase in the form of a one-time, lump sum "bonus" payment (in lieu of increasing Employee's base salary). Employee's COLA Increase "bonus" payment will be made on the date the COLA Increase first becomes payable to Employer's other employees. Employer will review Employee's salary annually and based on the budget and financial health of Employer, salary adjustments may or may not be granted to Employee based on the Employee's annual performance evaluation. Any increase in Employee's compensation is at the discretion of the Board.

Employee Initials 

2.2 Employee Benefits. Subject to the terms and conditions contained in this Agreement and applicable laws, if and to the extent eligible, Employee will receive all benefits that Employer may make available from time to time to its other regular full-time salaried exempt employees, including, without limitation, paid vacation, sick leave, and all other applicable benefits provided under the Employee Handbook (as defined below), except as and subject to the following:

2.2.1 Employee will receive paid vacation leave ("PVL") in accordance with the paid vacation leave policy contained in the Employee Handbook, except that Employee will receive a maximum of 136 hours of PVL for use each fiscal year during the term of this Agreement subject to and in accordance with the following: (a) Employee will receive 40 hours of PVL on July 1 of each fiscal year; (b) Employee will accrue the remaining 96 hours of PVL each fiscal year subject to and in accordance with Employer's then-applicable vacation accrual policy contained in the Employee Handbook; (c) Employee may carryover no more than 150% of Employee's then applicable maximum accrued but unused PVL from one fiscal year to the next (any accrued but unused PVL hours in excess of 150% of Employee's maximum accrual will be forfeited; the date for forfeiture is June 30 of each fiscal year); and (d) provided Employee's employment is not terminated under Section 4.2, upon termination of Employee's employment with Employer Employee will be paid for any accrued but unused PVL hours not exceeding 150% of Employee's annual maximum accrual (Employee will not receive payment of any accrued but unused PVL hours if Employee is terminated under Section 4.2). PVL pay will be computed at Employee's then regular rate of pay (and does not include overtime or other forms of compensation).

2.2.2 Employer will provide Employee life insurance and long-term/short-term disability insurance in accordance with, and subject to, applicable

policies contained in the Employee Handbook and applicable insurance benefit policy/plan booklets.

2.2.3 Notwithstanding anything contained in this Agreement and/or the Employee Handbook to the contrary, Employer will not provide Employee, and Employee will not receive from Employer, any health insurance and/or retirement plan benefits (the "Waived Benefits"). Employee acknowledges and agrees that Employee's compensation payable under Section 2.1 of this Agreement was based, in part, on Employee's knowing, voluntary, and willful decision and agreement (without any Employer coercion) to waive and release Employee's receipt of the Waived Benefits. Employee acknowledges and agrees that Employee would not be paid the compensation amount identified under Section 2.1 of this Agreement unless Employee waived and released the Waived Benefits.

Employee Initials: 

2.2.4 To receive any benefits provided by Employer under this Section 2.2, Employee must meet all benefit eligibility requirements imposed by applicable standards, policies, and regulations (including, without limitation, those contained in the Employee Handbook) and such benefits will be provided and must be used in accordance with and subject to such standards, policies, and regulations (including, without limitation, those contained in the Employee Handbook). Notwithstanding anything contained in this Agreement to the contrary, Employer may modify, change, and/or terminate the provision of any benefits at any time and from time to time, with or without prior notice, for any reason or no reason.

2.4 Reimbursement. Employer will reimburse Employee for reasonable expenses incurred by Employee in connection with Employee's performance of the Services upon Employee's compliance with the expense reimbursement instructions, policies, and/or rules that Employer may establish from time to time, which expense reimbursement instructions, policies, and/or rules include, without limitation, Employee providing Employer with actual receipts and verification of Employee's reasonable expenses. Without otherwise limiting the generality of the immediately preceding sentence, Employee will be reimbursed for authorized and properly substantiated Employer-related business transportation (automobile) expenses at the then-current IRS standard mileage rate.

2.5 Facilities: Bonding or Insurance. Employer will provide Employee with supplies and facilities reasonably required for Employee's performance of the Services, as determined by Employer. Employer will pay the full cost of any fidelity or other bonds (or the insurance equivalent) Employee may be required to obtain


under any federal, state, and/or local laws, regulations, and/or ordinances for Employee's performance of the Services.

3. EMPLOYEE REPRESENTATIONS, WARRANTIES, AND COVENANTS

In addition to any other representations, warranties, and/or covenants made by Employee under this Agreement, Employee represents, warrants, and covenants to Employer as follows:

3.1 No Conflicts. The signing and delivery of this Agreement by Employee and the performance by Employee of all Employee's obligations under this Agreement (including, without limitation, the Services) will not (a) breach any agreement to which Employee is a party, or give any person the right to accelerate any obligation of Employee, (b) violate any law, judgment, or order to which Employee is subject, and/or (c) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

3.2 At-Will Employment. Notwithstanding anything contained in this Agreement to the contrary, Employee's employment relationship with Employer is at-will. Subject to Section 4.1, Employer may terminate Employee's employment relationship with Employer (and this Agreement) at any time, for any reason or no reason, with or without cause or prior notice.

Employee's Initials 

3.3 Employment Policies. Employee will comply with all applicable Employer policies and procedures now existing and/or which may hereafter be adopted, revised, and/or amended from time to time, including, without limitation, those policies and procedures contained in Employer's Employee Handbook: Personnel Policies of MACRD dated effective July 1, 2022 (the "Employee Handbook"), as amended, supplemented, and/or modified from time to time. Employee will carefully and thoroughly read the Employee Handbook to ensure that she understands the instructions, policies, and rules contained in the Employee Handbook. Employer may revise, modify, and/or amend the Employee Handbook at any time and from time to time in its sole discretion. The terms of this Agreement will control if a conflict between the Employee Handbook and this Agreement should occur.

3.4 Confidential Information. During the term of this Agreement, and at all times thereafter, Employee will maintain all Confidential Information (as defined below) in the strictest confidence and will not directly or indirectly use, communicate, and/or disclose any Confidential Information to any person without

the Board chair's prior written consent, except that Employee may (a) use Confidential Information to perform the Services to the extent necessary, and (b) communicate or disclose Confidential Information in accordance with a judicial or other governmental order or as required by applicable law, but only if Employee promptly notifies the Board chair of the order and complies with any applicable protective or similar order. Employee will promptly notify the Board chair of any unauthorized use, communication, and/or disclosure of any Confidential Information and make every possible effort to retrieve any such Confidential Information disclosed by Employee and mitigate the disclosure. Upon the earlier of Employer's request or the termination of this Agreement, Employee will immediately return to Employer all documents, instruments, and/or materials containing any Confidential Information accessed or received by Employee, together with all copies and summaries of such Confidential Information. Notwithstanding anything contained in this Agreement to the contrary, this Agreement does not operate to transfer any ownership or other rights in or to the Confidential Information to Employee or any other person. For purposes of this Agreement, the term "Confidential Information" means any documentation, information, and/or materials identified by Employer as confidential and any documentation, information, and/or materials relating to or concerning Employer's future plans, business affairs, employment, legal, and litigation matters that need to be protected from disclosure, in whatever form (e.g., hard and electronic copies, etc.), that is received or assessed by Employee; provided, however, the term "Confidential Information" does not include Employer's public records which are non-exempt public records under applicable federal, state, and/or local laws, regulations, and/or ordinances.

#### 4. TERM; TERMINATION

4.1 Term of Agreement. Subject to the terms and conditions contained in this Agreement, the term of this Agreement (and Employee's employment with Employer) commenced on the Effective Date and will remain in full force and effect until the earlier of June 30, 2026 or terminated as provided in this Agreement. Notwithstanding anything contained in this Agreement to the contrary, this Agreement (and Employee's employment with Employer) may be terminated (a) at any time by the parties' mutual written agreement, (b) by Employer at any time, for any reason or no reason, with or without cause, by providing Employee thirty (30) days' prior written notice (the "Employer Notice"), and/or (c) by Employee at any time, for any reason or no reason, with or without cause, by providing Employer thirty (30) days' prior written notice (the "Employee Notice"); provided, however, upon issuance of the Employer Notice or Employee Notice, Employer may elect to accept Employee's resignation immediately (and Employee will immediately resign) and pay her up to thirty (30) days' salary in lieu of Employee's continued employment during the thirty-day period.



#### 4.2 Termination - Employer Immediate Termination for Cause.

Notwithstanding anything contained in this Agreement to the contrary, Employer may terminate this Agreement (and Employee's employment with Employer) immediately upon notice to Employee upon the occurrence of any of the following "for cause" events: (a) Employee engages in any form of dishonest conduct related to Employee's employment relationship with Employer that otherwise reflects adversely on the reputation or operations of Employer; (b) Employee is convicted (or pleads nolo contendere or the equivalent) of a crime (e.g., any class of misdemeanor or any felony as defined under applicable federal or state law); (c) Employee fails to comply with any federal, state, and/or local law, regulation, ordinance, standard, and/or policy applicable to Employee's job duties with Employer; (d) the Board determines that Employee has failed to satisfactorily perform the Services; and/or (e) Employee breaches and/or otherwise fails to perform any Employee representation, warranty, covenant, and/or obligation contained in this Agreement. The determination as to whether grounds for a "for cause" termination exists under this Section 4.2 will be within the Board's sole discretion.

4.3 Suspension. Notwithstanding anything contained in this Agreement to the contrary, Employer may suspend Employee with or without pay and/or benefits during a specified discovery and fact-finding period at any time during the term of this Agreement. If the basis for suspension is later determined to be meritless, any withheld pay or benefits will be restored by Employer to Employee.

#### 4.4 Pay on Termination; Severance Pay.

4.4.1 Upon termination of Employee's employment with Employer, (a) Employer will pay Employee Employee's prorated salary through the date of termination and, subject to Section 2.2.1, accrued but unused PVL, and (b) Employee will not be entitled to any further compensation and/or severance pay.

4.4.2 If Employer terminates Employee's employment under Section 4.1(b), Employer will pay Employee severance pay in an amount equal to five months of Employee's salary (as described in Section 2.1) then in effect; provided, however, if Employer terminates Employee's employment under Section 4.1(b) and Employee's employment continues during the thirty-day period, Employee must satisfactorily perform Employee's duties and responsibilities during the thirty-day period (including, without limitation, Employee's obligations under this Agreement) to receive the severance pay payable under this Section 4.4.2. Employer will pay the severance pay within thirty (30) days after Employee's date of termination or sooner if required under applicable Oregon law. The determination as to whether Employee satisfactorily performed her duties and responsibilities during the thirty-

day period (including Employee's obligations under this Agreement) will be within the Board's sole discretion.

## 5. MISCELLANEOUS

5.1 Severability; Assignment; Binding Effect. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Employee will not assign or delegate any of Employee's rights or obligations under this Agreement to any person without the prior written consent of Employer, which consent Employer may withhold in its sole discretion. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. This Agreement may be amended only by a written agreement signed by each party.

5.2 Attorney Fees; Governing Law; Venue. With respect to any dispute relating to this Agreement, or if a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party will be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses incurred in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action or proceeding arising out of this Agreement will be litigated in courts located in Jefferson County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Jefferson County, Oregon.

5.3 Attachments; Further Assurances; Survival. Any exhibits, schedules, instruments, documents, and/or other attachments referenced in this Agreement are part of this Agreement. The parties hereto agree to execute all documents or instruments and will perform all lawful acts necessary or appropriate to carry out the intent of this Agreement. All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so, including, without limitation, Employee's confidentiality obligations under Section 3.4.

5.4 Waiver; Entire Agreement. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by Employer and Employee. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Employee has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement.

5.5 Person; Interpretation. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity identified herein. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. Any reference to the "Board" means the Board and/or its designees or assignees.

5.6 Execution; Counterparts; Notices. The parties may execute this Agreement in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument. Facsimile or email transmission of any signed original document will be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or email transmitted signatures by signing and delivering an original document. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax or email (with electronic confirmation of delivery), or by a nationally recognized overnight delivery service, or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested. All notices to Employer must be sent c/o the Board chair.

5.7 Return of Employer Property. Upon the earlier of Employer's request or the termination of this Agreement (and Employee's employment with Employer), Employee will immediately return to Employer all records, files, forms, materials, credit cards, phones, equipment, software, supplies, Confidential Information, and any other materials furnished, used, and/or generated by Employee during Employee's employment with Employer. Upon request, Employee will execute a written certification satisfactory to Employer to the effect that Employee has returned any such documents and materials to Employer, including, without limitation, all Confidential Information.

5.8 Legal Representation. The law firm of Bryant, Lovlien & Jarvis, P.C. has been employed by Employer to prepare this Agreement and such attorneys represent only Employer in this matter. Employee has thoroughly reviewed this Agreement (and any document referenced herein) with counsel of Employee's choosing or has knowingly waived the right to do so. The rule of construction that a written instrument is construed against the party preparing or drafting such instrument will specifically not be applicable in the interpretation of this Agreement and any documents executed and delivered pursuant to, or in connection with, this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and made effective for all purposes as of the Effective Date.

EMPLOYER:  
Madras Aquatic Center Recreation District,  
an Oregon special district

EMPLOYEE:

By: \_\_\_\_\_, Board Chair

\_\_\_\_\_  
Courtney Snead

Exhibit A  
Executive Director Job Description

General Duties

The executive director will serve at the pleasure of the Madras Aquatic Center Recreation District ("District") Board of Directors (the "Board"). The executive director will serve as District's chief executive officer. The executive director is responsible for District's overall leadership, direction, and administration, including, without limitation, implementation of all District policies established by the Board.

Education and Experience

- Required bachelor's degree or equivalent education/experience in management, business, and/or related field.
- Required minimum 3-5 years of prior management experience, recreation or aquatic management experience preferred. Strong personnel management skills and at least 3 years of fiscal management oversight.
- Prefer American Red Cross Lifeguard/First Aid/CPR certification.
- Leadership experience in public and/or private administration. Knowledge and significant experience in public entity operations, services, and finance, including, without limitation, budget development and implementation.
- Managerial and personnel administration experience in the public and/or private sectors. Excellent communication skills. Experience facilitating conflict management and resolution. Ability to collaborate and develop effective community partnerships.
- Knowledge and general understanding of federal, state, and local laws, regulations, and ordinances governing special districts.
- Possession of (or ability to obtain within six months of employment) valid Oregon driver's license. Bondable (or the insurance equivalent).

Skills

- Strong management skills and ability to develop, lead, and nurture high performance and a professional atmosphere.
- Ability to lead and manage volunteers and employees; ability to select, supervise, train, and evaluate personnel according to District's personnel policies and procedures.
- Highly collaborative, organized, and efficient. Strong work ethic and demonstrated conflict resolution skills.
- Excellent writing and communication skills (including interpersonal communication). Ability to prepare clear and concise reports; prepare and administer budgets; and research, analyze, and evaluate new service delivery methods and techniques. Ability to read, interpret, apply, and explain federal, state, and local laws, regulations, ordinances, and policies.
- Strategic thinker and planner, problem solver, and ability to lead the Board and staff in ongoing strategic planning and implementation efforts.
- Ability to plan, organize, and direct District operations, services, and

activities. Analyze situations accurately and adopt an effective course of action. Develop (with Board input and direction) and administer District goals, objectives, and procedures.

- Ability to identify and respond to community and Board concerns and needs.
- Ability to establish and maintain effective and important community partnerships.
- Ability to work with youth ranging from ages 3-18 daily.

#### Working Conditions

- Routinely moves equipment and other items weighing 50 pounds or more. Occasionally ascends/descends stairs, ladders, and ramps. Work also consists of moving throughout buildings and various sites.
- Remains in stationary positions (e.g., seated position) for extended periods of time. Remains in a standing position for extended periods of time. Sitting, standing, walking, reaching, twisting, turning, kneeling, bending, and squatting in the performance of daily activities. Grasping, repetitive hand movement, fine coordination in writing reports and conducting financial and statistical analysis using a computer keyboard.
- Expressing or exchanging ideas by means of the spoken word to impart oral information to the Board, staff, and/or public. Communicate (orally and in written form) detailed instructions to others accurately, loudly, and/or quickly.
- Work involves perceiving the nature of sounds by ear. Work also involves having clarity of vision at various distances.
- Travel to various locations inside and outside the City of Madras, as necessary.
- Evening and weekend work may be required to attend meetings and meet deadlines.

#### Essential Functions

The essential duties and responsibilities of the executive director include, without limitation, those duties and responsibilities identified below:

- Responsible for all District operations. Oversight of all District activities and operations, including the collection and disbursement of public monies and purchasing (or procurement) of supplies, services, and equipment. Represent District in a professional manner while on and off duty.
- Direct and participate in the implementation of District goals, objectives, policies, priorities, and procedures. Manage and coordinate projects and programs to accomplish the Board's goals and objectives. General supervision over all District property and equipment.
- Confer with the District's legal counsel (and other professionals) concerning matters affecting District's operations when necessary or appropriate.
- Establish appropriate service and staffing levels. Monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures. Properly allocate resources.
- Plan, direct, and coordinate District programs. Review and evaluate

work methods and procedures. Meet with management to identify and resolve problems.

- Assess and monitor workload, administrative support systems, and internal reporting relationships; identify opportunities for improvement. Make, or cause to be made, studies and surveys of the duties, responsibilities, and work of District personnel.
- Oversee the development and administration of the District's budget. Ensure financial soundness and integrity of the District to ensure its capability to meet commitments and to maximize the delivery and provision of District programs.
- Develop community relations programs and policies. Properly represent the District to neighboring jurisdictions, governmental bodies, organizations, and the news media. Meet with citizens to review and resolve customer service and other issues.
- Communicate with federal, state, and local officials and legislators to present the District's viewpoint on pending administrative and legislative actions.
- Provide leadership and direction in such areas as major projects and long-range capital programs. Direct the preparation of plans and specifications for Board policies.
- Provide support to the Board. Assist Board members with a variety of activities, providing leadership and information as requested.
- Attend and participate in professional group meetings. Stay abreast of new trends and innovations in the field of special district administration and management.
- Interview, hire, and train; plan, assign, and direct work; mentor; appraise performance; address complaints and resolve problems.
- Attend each Board meeting, unless excused by the Board; report directly to the Board.
- Perform such other duties and responsibilities as directed by the Board from time to time.

#### Employment

The executive director is a salaried exempt employee under state and federal laws. The executive director will work on a regular full-time basis, with the ability to work irregular hours, including nights and weekends, as necessary or appropriate. The executive director is employed on an at-will basis.

If determined necessary or appropriate, the Board may modify, supplement, revise, change, and/or delete all or any part(s) of this job description.