

**Employment Contract Between
R. Michael Carter and the
Board of Directors of Rainier School District #13**

This Agreement is made and entered into this 13TH day of January 2019 between Rainier School District #13, acting through its Board of Directors hereinafter referred to as "District" or "Board" and R. Michael Carter, hereinafter referred to as the "Superintendent."

WITNESSETH:

WHEREAS the Superintendent is desirous of serving as the Chief Executive Officer of the District and agrees to well and faithfully perform all duties required by this office; and

WHEREAS the district is desirous of securing a superintendent of Schools to supervise and direct the schools and the educational program of the District under the general supervision of the District's Board of Directors; and

WHEREAS the district and the Superintendent believe that a written employment contract is necessary to describe specifically their relationship as they fulfill their governance and administrative functions;

NOW THEREFORE, in consideration of the mutual promises contained herein, the District hereby employs the superintendent as Chief Executive Officer of said District, and the Superintendent hereby accepts such employment upon the terms and conditions following:

1. Term

- A. The term of this Agreement is for a period of three years, beginning July 1, 2018 through June 30, 2021.
- B. This Agreement may not be extended and shall expire at the end of its term. The Board may elect to issue a subsequent contract for a new term not exceeding three years at any time. The Board must notify the superintendent in writing no later than March 15, 2020 whether or not the Board intends to renew this Agreement.

2. Compensation

- A. The District shall pay the Superintendent at an annual salary rate of

(2018-2021) Percentage wage increase will be the same as the REA (teacher's union) for each year of the contract period.
- B. The annual salary shall be paid in equal installments in accordance with the District payroll procedures appropriate to professional staff members in the District.
- C. In addition to a yearly salary, District shall pay the Superintendent's PERS retirement pick-up at a rate of six percent (6%).
- D. The District shall pay \$ 450.00 per month for a TSA -Tax Sheltered Annuity.

3. Longevity Recognition

The Superintendent will receive an additional salary increase equal to 2% of his or her current salary when they accumulate 15, 20, and 25 years of administrative service as superintendent within Rainier School District.

4. Duties

- A. The Superintendent shall serve as the chief executive officer of the district as prescribed by the Board of Directors. The Superintendent shall have the responsibility for personnel matters, including hiring, assignment and supervision of staff. The Superintendent shall have powers and duties as set forth in a position description developed by the Board of Directors. The Superintendent shall:
 - 1. Direct and assign staff of the District;
 - 2. Organize, reorganize and arrange the administrative and supervisory functions as best serves the District;
 - 3. Shall select all personnel subject to the approval of the Board;
 - 4. Shall suggest policies, regulations, rules and procedures deemed necessary for the well-ordering of the District;
 - 5. In general, will perform all duties incidental of the office of the Superintendent and other such duties as may be specified and/or delegated by the Board.
- B. The responsibility for personnel matters, including selection, termination, assignment, and transfer of personnel shall be vested in the Superintendent, subject to approval by the Board through their existing policies.
 - 1. Periodically evaluate all district employees as provided for by the Oregon law and Board policy;
 - 2. Establish and maintain an appropriate community relations program;
 - 3. Maintain and improve his/her professional competency by all available means, including subscribing to and reading appropriate periodicals, joining appropriate professional associations, and participating in activities of such associations; and
 - 4. Be entitled to:
 - a. Present recommendations to the Board on any subject under consideration by the Board prior to action being taken on the subject by the Board;
 - b. Attend each meeting of the Board and serve as an ex-officio member of each committee established by the Board.

5. Professional Growth of the Superintendent

- A. The District encourages the continuing professional growth of the Superintendent through his/her participation, as he/she might decide in light of his/her responsibilities as the Superintendent, in:
 - 1. The operations, programs and other activities conducted or sponsored by local, state, and national school administrator and school associations;
 - 2. Professional development:
The superintendent will present an annual professional development plan for board approval no later than June 30 for the following fiscal year. The District shall pay for all tuition, and related expenses that are incurred by the Superintendent in the completion of a professional development plan jointly adopted by the parties
 - 3. Informational meetings with other persons whose particular skills or backgrounds

- would serve to improve the capacity of the Superintendent to perform his/her professional responsibilities for the District; and
4. Visits to other institutions.

- B. In its encouragement, the District shall permit a reasonable amount of release time and related expenses for the Superintendent as he/she deems appropriate to attend such matters. Release time is subject to the Board's approval prior to such attendance.
- C. By Board approval, the Superintendent may attend appropriate professional meetings out of state and will need no such approval for such meetings within Oregon and Washington. The expenses of said attendance to be paid by the District. The Superintendent shall file an itemized expense statement with the District's Deputy Clerk.

6. Superintendent's Certificate

The Superintendent shall maintain throughout the life of this agreement a valid and appropriate license, as defined in ORS 342.140, to act as superintendent of schools as required by the state of Oregon. Should the Superintendent fail to maintain such a certificate in good standing, the District may terminate this Agreement without further monetary or other compensation due the Superintendent.

7. Goals

On or prior to the execution of this Agreement, or as soon thereafter as possible, the Board and the Superintendent shall meet to establish District goals and objectives for the Superintendent for the ensuing school year. Said goals and objectives shall be in writing and shall be among the criteria by which the Superintendent is evaluated, as provided in this Agreement. On or prior to March 15 of each succeeding school year, the parties will need to establish District goals and objectives for the next succeeding school year in the same manner as described above.

8. Evaluation

The Board and the Superintendent shall set district goals annually in March. The Superintendent shall set his/her personal goals annually in July. The Board and the Superintendent shall meet no later than January 15 pursuant to ORS 192.660 (1), for the purpose of a mid-year evaluation of the performance of the Superintendent (oral and written), including Board/Superintendent relationships. The Board and the Superintendent shall meet annually in July for the Superintendent's professional evaluation. The Board and the Superintendent shall express recommendations and observations on how the Superintendent's performance may be continually improved. The annual evaluation of the Superintendent by the Board shall be in writing and will become a permanent attachment to the Superintendent's personnel file. The Superintendent shall distribute written materials prior to the meeting of the Board on the progress of the Superintendent on District and individual Superintendent goals.

9. Professional Activities

- A. The Superintendent may, with prior approval of the Board (or ratification by the Board where such prior approval is not feasible), undertake consultative work, speaking engagements, writing and other professional activities for honoraria and expenses provided such activities do not interfere with the Superintendent's normal duties.
- B. The Superintendent shall devote his/her time, attention and energy to the business and interests of the District. However, he/she may serve as a consultant to other districts or educational

agencies, lecture, engage in writing activities and speaking engagements and engage in other professional activities, which are of a short-term duration at his/her discretion. Any honoraria and expenses provided to the Superintendent for such endeavors may be retained by the Superintendent. The Superintendent may not spend more than five days out of the District on such professional activities.

10. Fringe Benefits

- A. **Vacation** Superintendent's work year is based on a 260-day period, with twenty (20) working days of paid vacation between July 1st and June 30th during each fiscal year. The superintendent has the option of cashing out up to 10 unused vacation days each year. The superintendent will have the same break periods such as winter and spring breaks, without using vacation time. Vacation periods shall be taken during the year to which they apply and shall not accumulate.
- B. **Sick Leave** The district shall grant twelve (12) days of sick leave per year, pursuant to ORS 332.507. Sick leave may be accumulated without limit, including accumulation from other districts within Oregon.
- C. **Holidays** All federal holidays shall be designated as paid holidays.
- D. **Leaves** The Board shall grant the Superintendent appropriate leaves, including but not limited to, bereavement, emergency, personal business, and leave without pay.
 - The Board shall grant the Superintendent five (5) personal days per year. These days shall not accumulate from year to year.
 - The Board shall grant the Superintendent five (5) bereavement days in the event of death of spouse, son, daughter, parent, brother, sister, grandparent or the surrogate of any of the above, grandchild, aunt, uncle and immediate in-laws (mother-in-law, father-in-law, brother-in-law or sister-in-law) per year. These days shall not accumulate from year to year.
- E. **Professional Dues** The District agrees to provide funds annually for professional membership in state and national administrative organizations and local service club fees appropriate to the needs of District and superintendent, up to a maximum of \$1,000.00. The Superintendent shall submit expense claims for reimbursement.
- F. **Cell Phone** The District agrees to pay \$140.00 per month for a cell phone for the Superintendent's use. This is a taxable benefit. The superintendent will pay anything over \$140.00 per month.
- G. **In-District Travel** When district transportation is not available, the District agrees to reimburse the Superintendent at last year's IRS rate for in-county travel expenses..
- H. **Insurance** The District will pay up to full family insurance coverage. The insurance package shall include medical, dental (including orthodontia), vision, employee disability insurance and a term life insurance policy in the amount of \$250,000. The district will also pay an additional \$300.00 per month premium for life insurance. Additional term life insurance is available for the Superintendent to purchase at his/her own expense.

11. Contract Days

The contract days are 260.

12. Termination of Agreement

- A. This Agreement and the Superintendent's employment may be terminated during the ordinary term of this Contract by:
1. Death;
 2. Voluntary resignation;
 3. Mutual agreement;
 4. Retirement;
 5. Discharge;
 6. Unilateral decision of the Board.

In the case of a termination based on Section 12. A. 2. or 12. A. 3. above, the Superintendent will provide adequate notice to the Board of his/her intent as early as possible, but no later than the regularly scheduled March Board meeting. In the case of a termination based on Section 12. A. 4. above, the Superintendent will provide adequate notice to the Board of his/her intent as early as possible, but no later than the regularly scheduled January Board meeting. In the case of termination based on Section 12. A. 5. above, discharge shall be based on just cause.

- B. Termination without Superintendent's concurrence and without cause. If this agreement is terminated solely based on the unilateral decision of the Board of Directors, the Board shall notify the Superintendent no later than January 15 of its decision and in such an event the Superintendent shall be entitled to receive salary and benefits for the remainder of the current school year plus twelve (12) additional months or the remainder of the contract term, whichever is less. Salary and benefits shall be determined by a level not less than the current compensation.
- C. Termination at the request of the Superintendent. In the event the Superintendent intends to act to terminate this Employment Contract prior to its termination date, he/she shall give the District ninety-days written notice of such intention.
- D. Termination by mutual agreement. This Agreement may be terminated at any time as mutually agreed upon by both parties.

13. Professional Liability

- A. The District shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent, whether he/she is named individually or in his/her official capacity, provided that the incident arose while the Superintendent was acting within the scope of his/her employment, and limited to the amount of liability insurance coverage which is within the authority of the District to provide under state law, unless the Superintendent acts with willful negligence.
- B. If, in the good faith judgment of the District, as determined by its Board, conflict exists regarding the defense of such claim between the legal position of the Superintendent and the legal position of the District in any actual or threatened litigation, the Superintendent may engage counsel approved by the District (which approval shall not be unreasonably withheld), and in such event, the District shall indemnify the Superintendent for the costs of legal defense.
- C. Provided, the District shall not be required to defend of indemnity against claims based upon an act or omission amounting to malfeasance in office or willful or wanton neglect of duty as

provided in ORS 30.275 (2) and ORS 30.287 (1) (3).

14. Breach of Agreement

Failure by the Superintendent to fulfill the obligations as set forth in this Agreement shall be considered a violation of the Administrator's Code of Ethics and may be reported by the District to the appropriate state and national associations for school administrations and state educational authorities.

15. Separability Clause

If, during the term of this Agreement, it is found that a specific clause of this Agreement is unlawful under federal or state law, the remainder of the Agreement will not be affected by such ruling and shall remain in full force and effect.

16. Attorney Fees

In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sums as the court may adjudicate, reasonable attorney fees at trial or on appeal of such suit or action in addition to all sums provided by law.

17. Modification of Agreement

This Agreement constitutes the sole and entire existing Agreement between the parties, whether oral or written and expresses all obligations of and restrictions imposed upon the Board and the Superintendent. This Agreement is subject to amendment, alternations or additions only by a subsequent written Agreement between and executed by the parties.

IN WITNESS WHEREOF, the District, pursuant to the authority of its Board of Directors, following the approval of the 2018 staff renewal list on March 12, 2018 with further discussion in open session on January 13, 2019 and ratifying vote during the January 13, 2019 regular Board meeting, has caused two originals of this Agreement to be signed in the name of the District School Board, and the Superintendent has hereunto affixed his/her hand and seal this 13TH day of January 2019.

March 12, 2018 Renewal Moved by Rod Harding
March 12, 2018 Renewal Seconded by Kari Hollander
Passed by a vote of 5 to 0

January 13, 2019 Approval moved by _____

January 13, 2019 Approval seconded by _____

Passed by a vote of _____ to _____

By _____
Chairman

By _____
Deputy Clerk

By _____
Superintendent