

Lake County SCHOOL DISTRICT #7

2020-2023

Board of Directors - Superintendent Contract

I. IDENTIFICATION OF PARTIES - INTRODUCTION:

This is a contract of employment entered into this 1st day of May, 2020 by the Lake County School District 7, located in Lake County in the State of Oregon. This contract of employment is mutually entered into between Lake County School District #7, of the State of Oregon, acting through its Board of Directors (hereinafter called the Board) and R. Michael Carter (hereinafter called the Superintendent). The purpose of this agreement is to establish the mutual and respective responsibilities, terms and conditions under which R. Michael Carter will serve Lake County School District as its Superintendent. The parties hereby agree:

II. DUTIES AND RESPONSIBILITIES:

The Superintendent shall be the chief executive officer of the school district. As such, the Superintendent shall have the primary responsibility for execution of Board policy whereas the Board shall retain the primary responsibility for formulating and adopting said policy. The Superintendent shall direct and assign staff of the District; shall organize, reorganize and arrange the administrative and supervisory staff as best serves the District; shall select all personnel, subject to the approval of the Board; shall through suggestions of policy regulations, rules and procedures deemed necessary for the best interests of the District, perform all duties incident to the office of Superintendent and such other duties as may be specified and/or delegated by the Board.

The Board, collectively and individually, shall promptly refer criticism, complaints, and suggestions called to its attention to the Superintendent, through appropriate procedures. The Superintendent should attend all Board meetings, except executive sessions held to discuss the Superintendent's employment status. The Superintendent shall serve as ex-officio member of all Board committees and as appropriate, provide administrative recommendations for each item of business considered by each of these groups.

III. LENGTH OF EMPLOYMENT:

This employment contract shall take effect beginning on July 1, 2020 which, and shall continue and remain in effect for three years through June 30, 2023, subject to the District's right of termination during the term of the contract as provided in section XVIII, below.

This employment contract will be automatically extended in one year increments beginning on July 1, 2023 unless either party beginning on or before April 1, 2023 and continuing on or before April 1 of each subsequent year thereafter notifies the other party of that party's intent to terminate or modify the terms of this employment contract. All additional extended terms of this contract are subject to District's right of termination as provided in section XVIII, below.

If and when either party gives notice of intent to modify this employment contract for a period of extension, the parties shall meet to renegotiate provisions of the extension period. If the parties are unable to reach a mutual agreement on the modification of this employment agreement during the term of an extension this employment agreement shall terminate on June 30 of the fiscal year of the extended term of the contract.

IV. COMPENSATION:

1. The Board shall pay the Superintendent for services pursuant to this agreement an annual salary payable in twelve (12) equal monthly installments.

2. The salary schedule for 2020/2021 shall place R. Michael Carter at \$125,000. For 2021/2022 at \$130,000 and for 2022/2023 at \$135,200. CPI increase will be determined by the board and consistent with administrators' in the district for the subsequent years following the completion of the 2020/2021 year.

3. Salary increases for subsequent terms after the 2022/2023 school year shall be negotiated with the board at the time of the annual evaluation for the Superintendent beginning on the third evaluation that shall occur during the 2022/2023 school year.

V. P.E.R.S. CONTRIBUTION:

The employee contribution towards the PERS system shall be paid by the School District.

VI. MEDICAL EXAMINATION:

Upon request of the Board, the Superintendent hereby agrees to an initial hiring comprehensive medical examination. In addition, an annual medical examination is required for the Superintendent. A physician's statement certifying to the physical and mental competency or incompetence of the Superintendent may be filed with the Board Chair annually upon request by the Board Chair. The statement shall be treated as confidential and personal information. The cost of said medical examination shall be borne by the Board.

VII. TECHNOLOGY ALLOWANCE:

The Board shall provide a monthly technology allowance of \$150 per month.

VIII. TRAVEL EXPENSES

The Board shall reimburse private vehicle mileage at the approved IRS rate for travel required to fulfill the duties of Superintendent for mileage outside of Lakeview, OR. The Board will reimburse the Superintendent for any expenses actually incurred in the performance of the duties for the District; provided the Board has previously approved such expense.

IX. VACATIONS AND HOLIDAYS:

The Superintendent shall be considered a 260 day employee, which includes vacation of twenty (20) days annually and ten (10) holidays (Memorial Day, July 4, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas plus one day during Christmas time, New Year's Day, and President's Day). If additional holidays are negotiated with the other administrators' within the district, the Superintendent will be afforded those holidays in addition to the ten (10) listed.

The Superintendent may "carry-over" up to and including ten (10) vacation days per contract year for a maximum of 30 days to be used during any given contract year. Any vacation days per contract year not carried-over to the next contract year must be used or compensated at the rate of the annual salary divided by 260 contract days. Said pay shall be calculated each June and, if applicable, paid on the June payroll.

X. SICK LEAVE:

The Superintendent shall accumulate sick leave as provided by Oregon Law, ORS 332.507, one (1) day per month worked up to twelve (12) days per year. The Board agrees to accept earned accumulated sick leave from the Superintendent's previous Oregon public school district consistent with the statutory requirement.

XI. PERSONAL LEAVE

The Superintendent shall be afforded five (5) personal leave days.

XII. INSURANCE BENEFITS:

The Board shall provide the Superintendent with an insurance contribution cap for 2020/2021 at \$1640 per month toward the premium for medical, dental, and vision insurance. In subsequent years, the insurance contribution cap will increase commensurate with the other administrators within the District. Additionally, the Board will contribute up to \$2100 annually for long-term disability insurance coverage, plus term life insurance and accidental death and dismemberment coverage subject to the rules and regulations of the respective insurance carriers. The Superintendent shall pay any remaining out-of-pocket contribution toward the premiums.

XIII. RETIREMENT BENEFITS

The Superintendent has the option of contributing to a district approved tax deferred annuity of his choice.

XIV. PERFORMANCE GOALS:

Annually, preferably as early as August, and not later than the first regularly scheduled Board meeting in October, the Board shall, in consultation with the Superintendent, establish general goals and specific performance objectives for the ensuing year. These goals and objectives shall be reduced to writing and be among the criteria used for evaluation of the Superintendent.

XV. PERFORMANCE EVALUATION:

At least once each fiscal year the Board and the Superintendent shall meet for the purpose of evaluating the Superintendent's performance. This meeting shall occur no later than the first of March, of each year pursuant to ORS 192.660(1) for the purpose of evaluation of the performance of the Superintendent, including Board and Superintendent relationships. The Board and the Superintendent may express recommendations concerning the Superintendent's performance. The evaluation of the Superintendent by the Board shall be in writing and will become a permanent attachment to the Superintendent's personnel file.

XVI. EXPENSE REIMBURSEMENT:

The District shall reimburse the Superintendent for all actual or reasonable and necessary expenses incurred by the Superintendent within the scope of employment and approved by the Board through the current budget. The Board contemplates that such expenses shall include, by way of example and not limitation, professional dues, service club dues and expenses related to such memberships, out-of-district expenses related to such memberships, out-of-district expenses including lodging, food and travel when incurred in the cause of matters of educational and professional benefit to the District.

The Board also encourages the continued professional growth of the Superintendent. Therefore, the Board agrees to pay the cost of the Superintendent's professional memberships (Confederation of School Administrators, Oregon Association of School Executives, and American Association of School Administrators), Oregon Small Schools Association (OSSA) and for such other professional and/or service organizations as the Board may approve. The Board may also approve payment for professional publications and other forms of ongoing professional development for the Superintendent.

XVII. ONE TIME RELOCATION STIPEND – A one-time relocation stipend shall be paid to Michael Carter for expenses incurred moving his home and family to Lakeview, OR. The amount of the stipend shall be \$1,500.

XVIII. TERMINATION:

TERMINATION FOR CAUSE: The District may terminate this employment contract at any time for cause. For cause termination may include the following:

- Breach of the terms and conditions of this contract.
- Conduct constituting grounds for dismissal of licensed public school staff under ORS 342.865(1).
- Failure to maintain in good standing a valid and appropriate certificate to act as the Lake County School District Superintendent of Schools as required by the State of Oregon.

Notice of termination for cause shall be given in writing at least thirty (30) days prior to the effective date of discharge or termination. Such notice shall include a statement of the reasons for recommending termination. The Superintendent shall be entitled to appear before the Board to discuss the reasons and to refute, orally or in writing, such reasons. Legal counsel at such meeting at the Superintendent's sole cost and expense may represent the Superintendent. Such meeting may be conducted in executive session unless the Superintendent desires an open session. The Superintendent shall be provided the written decision regarding the results of the meeting.

Should the Superintendent desire to terminate this contract; the Superintendent shall give no less than three (3) months notice to the Board, unless the Superintendent and the Board agree otherwise.

XIX. LICENSE:

The Superintendent shall furnish throughout the life of this contract a valid and appropriate license as defined in ORS 342.140 to act as Superintendent of the State of Oregon as directed by the Board. Should the Superintendent fail to maintain a license in good standing, this contract shall become null and void at the sole option of the Board.

XX. PROFESSIONAL LIABILITY:

While acting within the scope of employment, the Superintendent shall be covered under the District's General Liability Policy and the School Leaders Errors and Omissions Policy.

XXI. EXECUTION:

In Witness Whereof, the District, pursuant to the authority of its Board of Directors, by action duly and regularly adopted on May 1, 2020 has caused two originals of this agreement to be signed in the name of the District by the Chairperson of the School Board, and the Superintendent has hereunto affixed his/her hand and seal the day and year hereinabove mentioned.

LCSD #7 Board Chairperson

Date: _____


R. Michael Carter- Superintendent

Date: 4-27-2020