

EMPLOYMENT AGREEMENT
Between
Rainier School District #13
and
Dr. Joseph Hatrick

This employment agreement is made and entered into as of January 11, 2020, between the BOARD of Directors ("BOARD") of Rainier School District #13 ("RSD"), and Joseph Hatrick ("SUPERINTENDENT").

RECITALS

- A.** RSD desires to employ a SUPERINTENDENT for a three (3) year period to supervise and administer the services and educational programs of RSD under the general supervision of the BOARD. It is the BOARD's intention that the SUPERINTENDENT will work with the BOARD and staff to assess the RSD's strengths and challenges, and make recommendations that will continue to inform the BOARD on the direction and continued development of the Rainier School District
- B.** RSD and SUPERINTENDENT believe that a written employment agreement ("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 education program of RSD.

AGREEMENT

In consideration of the mutual promises contained herein, RSD hereby employs Dr. Joseph Hatrick as superintendent of RSD and Dr. Hatrick hereby accepts such employment subject to the following terms or conditions:

Section 1. Term.

This Agreement will take effect as of July 1, 2021 and will remain in effect to and including June 30, 2024 (subject to termination as provided in Section 12 hereof).

Section 2. Compensation

- a.** RSD will pay SUPERINTENDENT a salary at the annualized rate of \$148,000.00 for the term of this contract.
- b.** The SUPERINTENDENT's salary will be paid in twelve equal monthly installments in accordance with the payroll procedures for administrative staff of RSD.
- c.** In addition to a yearly salary, RSD shall pay the SUPERINTENDENT's PERS retirement pick-up at the rate of six percent (6%).
- d.** Salary increases will be at minimum the lowest percentage increase of negotiated Rainier Educator Association and Oregon School Employee Association contracts or

higher as tied to performance. The BOARD will designate percentage increase at the same time as annual evaluation.

Section 3. SUPERINTENDENT and BOARD Responsibilities.

SUPERINTENDENT will be the chief executive officer of RSD. As such, SUPERINTENDENT will have the primary responsibility for execution of BOARD policy, whereas BOARD will retain the primary responsibility for formulating and adopting policy.

Section 4. Duties.

As chief executive officer of RSD, SUPERINTENDENT will perform the duties of RSD SUPERINTENDENT as prescribed by the laws of the State of Oregon, Oregon Administrative Rules (OAR's), and BOARD policies.

SUPERINTENDENT will devote his skill, labor, and attention to the operation of RSD. SUPERINTENDENT will, within BOARD policy and subject to BOARD approval, have responsibility to organize and reorganize the administrative staff, including instruction and business affairs, which in SUPERINTENDENT's judgment best serves RSD. SUPERINTENDENT will, subject to BOARD approval, have responsibility for all personnel matters, including selection, assignment, transfer, and termination of classified personnel, and recommendation for non-extension, nonrenewal, and termination of licensed personnel.

SUPERINTENDENT will:

- a. Periodically evaluate or cause to be evaluated all RSD employees as provided for by Oregon law and BOARD policy;
- b. Establish and maintain an appropriate community relations program;
- c. Endeavor to maintain and improve professional competence by all available means, including subscribing to and reading appropriate periodicals, joining appropriate professional associations, and participating in activities of such associations; and
- d. Be entitled to:
 - (1) Present his recommendation to BOARD on any subject under consideration by BOARD prior to action being taken on the subject by BOARD.
 - (2) Notwithstanding Subsection 4(d)(1) above, BOARD may exclude SUPERINTENDENT from all or part of an executive session called to discuss SUPERINTENDENT's performance or employment under ORS 192.660(2)(b) or (i).

Section 5. Professional Growth of SUPERINTENDENT.

A.RSD encourages the continuing professional growth of SUPERINTENDENT through his participation in the following as related to his responsibilities as the Superintendent.

1. **Educational Organizations and Associations:** The operations, programs, and other activities conducted or sponsored by local, state, and national school administrations

and/or school associations. Annual membership fees to professional associations will be paid for by RSD with prior approval by BOARD.

2. Professional development:

- a. SUPERINTENDENT will present an annual professional development plan for board approval no later than June 30 for the following fiscal year.
- b. RSD shall pay for registration fees and related expenses that are incurred by SUPERINTENDENT in completion of a professional development plan approved by the board

3. Informational meetings with other persons and visits to other institutions where particular skills or background would serve to improve the capacity of SUPERINTENDENT to perform his professional responsibilities for RSD

- a. RSD shall permit a reasonable amount of release time and related expenses for SUPERINTENDENT to attend such matters. Release time is subject to the BOARD approval prior to such attendance.

4. Professional Meetings: SUPERINTENDENT may attend professional meetings within Oregon and SW Washington without BOARD approval. Professional meetings outside of the aforementioned geographic area are allowed with BOARD approval prior to attendance.

Section 6. Superintendent's License.

SUPERINTENDENT will maintain throughout the term 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 SUPERINTENDENT fail to maintain such a certificate in good standing, RSD may terminate this agreement without further monetary or other compensation pursuant to Section 12(a) of this Agreement.

Section 7. Goals

a. Superintendent goals

By the end of March of each year or as soon thereafter as possible the BOARD and SUPERINTENDENT shall meet to establish SUPERINTENDENT goals and objectives for the coming Fiscal year.

b. District goals

By the end of March of each year as soon thereafter as possible BOARD and SUPERINTENDENT shall meet to establish district goals and objectives for the coming school year.

Both sets of goals and objectives will be presented in writing for adoption by BOARD in a public meeting and will be among the criteria by which SUPERINTENDENT is evaluated each year.

Section 8. Evaluation of Superintendent.

An evaluation of the SUPERINTENDENT will be conducted by the board each year. This will include board requested updates and an annual evaluation. These meetings will take place in executive session pursuant to ORS 192.660 (2) (i) for the following:

- a. SUPERINTENDENT may be asked to provide updates to goals and performance

at board request.

b. Annual Evaluation:

By March 15 of each year an annual evaluation of the performance of SUPERINTENDENT will take place. BOARD shall express recommendations and observations of performance and how SUPERINTENDENT has performed in all areas of administration of RSD. The evaluation process may include and is not limited to items such as evaluation questionnaires, 360 surveys, self-evaluation, and other items as requested by the BOARD.

The annual evaluation will be in writing and will become a permanent attachment to the SUPERINTENDENTS personnel file with a summary presented to the public in the next public session.

Section 9. Work Year/Vacation Time/Leave.

- a. **Work year:** SUPERINTENDENTS work year is based on 260-day period.
- b. **Vacation:** SUPERINTENDENT is provided Twenty (20) working days of paid vacation between July 1 and June 30 each fiscal year. SUPERINTENDENT has the option of cashing out 10 days of vacation each year. If not taken by June 30, the cash-out value will be added to the next regular paycheck. Vacation time shall not accumulate year to year.
- c. **Sick Leave:** 12 days paid sick leave will be provided pursuant to ORS 332.507.
- d. **Holidays:** Paid Holidays are as follows
Independence Day Labor Day Veterans Day Thanksgiving
Christmas Break President's Day MLK birthday Memorial Day
Any time taken in Spring or Summer breaks must be counted as Paid Vacation
- e. **Bereavement:** RSD will provide five paid (5) bereavement days in the event of spouse, son, daughter, parents, brother, sister, grandparent, or surrogate of any of the above including in-laws. These days shall not accumulate year to year.
- f. **Personal days:** RSD will provide five (5) personal days each year. These days shall not accumulate year to year

Section 10. Fringe Benefits.

- a. **Benefits:** RSD will provide medical, dental, vision, life, and long-term disability insurance on the same terms and conditions as such insurance is provided to administrators employed by RSD. The benefits provided are described in the agreements between RSD and its insurance providers.
- b. **Cell phone:** RSD will pay a stipend of \$100 per month use of personal cell phone for district business.

- c. **Transportation:** RSD agrees to pay superintendent mileage reimbursement at the IRS designated rate at the time of travel for district related travel.

Section 11. Expenses.

RSD will reimburse SUPERINTENDENT according to RSD policy for incidental expenses necessary for the operation of RSD. SUPERINTENDENT will regularly report his reimbursable expenses to BOARD and BOARD will promptly inform SUPERINTENDENT of any comments, questions, or concerns related to such expenditures.

Section 12. Termination of Employment Agreement.

This Agreement may be terminated prior to its Termination Date by any of the following methods:

a. **Termination for Cause:** In the event that RSD intends to act to terminate this Agreement for cause prior to its Termination Date, SUPERINTENDENT will be entitled to a hearing before the BOARD prior to termination. For the purposes of this subsection, "cause" includes but is not limited to breach of this Agreement, violation of BOARD policy, job performance, misconduct, or other conduct prejudicial to the mission of RSD. SUPERINTENDENT will receive written notice of the reasons why RSD is considering termination of this Agreement, the right to appear before the BOARD in a closed executive session or public meeting, at the option of SUPERINTENDENT, the right to be represented at the meeting by a representative of SUPERINTENDENT's choice, and the right to a written decision describing the results of the hearing. RSD will give SUPERINTENDENT no less than ten (10) days' written notice in advance of termination. This provision does not constitute a waiver of any rights RSD or SUPERINTENDENT may have to enforce this Agreement in the courts under contract or other applicable law. SUPERINTENDENT will be paid for days worked, accrued vacation, and holidays that occur prior to termination of the Agreement, but will be entitled to no severance or other payments.

~~b. **No-Cause Termination of Agreement:** RSD may discharge SUPERINTENDENT as SUPERINTENDENT and terminate this Agreement for any reason upon ninety (90) days' written notice. SUPERINTENDENT will be paid for days worked, accrued vacation, sick leave, and holidays earned prior to termination of the agreement. If the District elects to terminate without cause under this provision, it will pay the Superintendent the equivalent of ninety (90) days' of the Superintendent's salary upon execution by the Superintendent of a release of claims against the District in a form acceptable to the District.~~

Commented [JH1]: Proposed change for board discussion

c. **Termination at the Request of SUPERINTENDENT:** SUPERINTENDENT may resign from the position of SUPERINTENDENT and terminate this Agreement at any time by giving BOARD at least ninety (90) days' advance written notice of termination by resignation. Such resignation will be accepted by BOARD. SUPERINTENDENT will be paid for days worked, accrued vacation, sick leave, and holidays earned prior to termination of the agreement.

Section 13. Professional Liability.

As required under ORS 30.285, 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 named individually or in his official capacity, provided that the incident arose while the SUPERINTENDENT was acting within the scope of his employment.

Section 14. Applicable Law.

This Agreement is subject to all applicable laws of the State of Oregon, rules and regulations of the State BOARD of Education, and rules, regulations, and policies of RSD, all of which are made a part of the terms and conditions of this Agreement as though set forth herein.

Section 15. Modification. This Agreement supersedes all prior Agreements and understandings between the parties. The parties may, during the term of this Agreement, mutually agree to modify any of its terms and or extend the Agreement. Any modifications will be in writing, signed by both parties and attached to this document.

Section 16. Notices. Notices under this Agreement will be given to SUPERINTENDENT at the RSD office and to the Chair of the BOARD at the Chair's residence on file with RSD unless the BOARD has designated another director to receive notices.

Section 17. Severability. 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.

IN WITNESS WHEREOF, RSD, pursuant to the authority of its BOARD of Directors, by resolution duly adopted on **January 11, 2021** has caused two originals of this Agreement to be signed in the name of RSD School District by the Chairman of the BOARD of Directors and by the SUPERINTENDENT.

RAINIER SCHOOL DISTRICT #13

RSD #13 SUPERINTENDENT

Kari Hollander
Board Chairman
Dated: _____

Dr. Joseph Hattrick
Superintendent
Dated: _____