



**Tillamook Bay Area Education District
6385 Tillamook Ave., Bay City, Oregon 97107**

BOARD MEETING AGENDA

Meeting will

be held:

July, 22, 1981

Following the Public Hearing app. 8:30 pm.

Tillamook Bay Campus

Bay City

- I. Introduction of Neal Lemery, Attorney, and Vern Holstad, Accountant.
- II. Resolution to adopt the budget.
- III. Resolution to levy taxes.
- IV. Resolution for appropriations.
- V. Approval to borrow funds from U.S. Bank.
- VI. Contract for the President's position.
- VII. Personnel Committee update.
- VIII. Establishment of regular meeting time.
- IX. Fair booth.
- X. Establishment of academic year calendar.
- IX. New Business.

July 22
minutes here

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MINUTES - TILLAMOOK BAY AREA EDUCATION DISTRICT BOARD MEETING

July 22, 1981
8:30 PM
Tillamook Bay Campus

ITEM

DISCUSSION

Members
Present

Chairperson Elwood Stait, Wayne Jensen, Nancy Harris, Helen Myers
Joyce Thompson

Members
Absent

Ron Hays, George Hamilton

Non-members
Present

President Roy Mason

BANK LOAN

Motion

Wayne Jensen moved that the Board borrow a sum of \$10,000 from
U.S. National Bank to be repaid in a period of not more than 90 days.

Second

Helen Myers

APPROVED UNANIMOUSLY

BOARD
SECRETARY

Motion

Joyce Thompson moved that the title and duties of Secretary of the Board
be added to the duties and title of the Board Vice-chairperson.

Second

Helen Myers

APPROVED UNANIMOUSLY

BUDGET RESOL-
UTION

Motion

Wayne Jensen moved that the board of Directors hereby adopts the budget
approved by the Budget Committee and modified by the Board of Directors
of the Tillamook Bay Area Education District on July 2, 1981, now on
file in the office of the Tillamook Bay Area Education District Budget
Officer.

Second

Joyce Thompson

APPROVED UNANIMOUSLY

Motion Joyce Thompson moved that the Board of Directors levies the taxes provided for in the budget adopted in paragraph 1 of this resolution in the aggregate amount of 171,401 and that these taxes are hereby levied upon all taxable property within the Tillamook Bay Area Education District as of 1 A.M., January 1, 1981.

Second Nancy Harris

APPROVED UNANIMOUSLY

Motion Helen Myers moved that the amounts for the fiscal year beginning July 1, 1981, and for the purposes shown below are hereby appropriated as follows:

GENERAL FUND

Instruction	215,725
college support	179,031
Plant Operation & Maintenance	69,410
Contingency	<u>27,415</u>
TOTAL GENERAL FUND EXPENSE	491,581

Second Wayne Jensen

APPROVED UNANIMOUSLY

ATTORNEY

Motion Wayne Jensen moved that the board contract with Neal Lemery, Attorney, for legal services for the 1981-82 academic year.

Second Joyce Thompson

APPROVED UNANIMOUSLY

ACCOUNTANT

Motion Helen Myers moved that the board designate Vern Holstad as accountant of record and contract with him to provide account services for the 1981-82 academic year.

Second Wayne Jensen

APPROVED UNANIMOUSLY

CURRICULUM
DIRECTOR

Motion

Wayne Jensen moved that Dick Minisee be offered the position of Curriculum Director.

Second

Nancy Harris

APPROVED UNANIMOUSLY

SECRETARIAL
POSITION

President Mason announced that he would be hiring Cheryl Van Natta as Secretary to the President/Board of Directors, and Julie McDonald as Curriculum Secretary.

MEETING
DATE & TIME

Motion

Nancy Harris moved that the Board establish the regular meeting schedule as 7:30 P.M. on the first Monday of each month at Tillamook Bay Campus.

Second

Wayne Jensen

APPROVED UNANIMOUSLY

CALENDAR

Motion

Helen Myers moved that the Board adopt the current community College School year calendar.

Second

Wayne Jensen

APPROVED UNANIMOUSLY

PERS
SOCIAL
SECURITY

Motion

Helen Myers moved that the Board resolve to provide Social Security and PERS coverage to its employees effective on and after August 1, 1981.

Second

Nancy Harris

APPROVED UNANIMOUSLY

FOREST
MONEY

Motion

Wayne Jensen moved that Tillamook Bay Area Education District does hereby request the Board of Commissioners of Tillamook County to join in the participate with the other forest Trust land counties in taking all necessary action including court proceedings if deemed necessary, to fully protect the District's interest and that this District authorize the County to deduct from any future distribution our pro rata share along with taxing districts, of the costs, attorney fees and charges necessary to preserve and protect our legal rights.

Second

Helen Myers

APPROVED UNANIMOUSLY

ADJOURN

Motion

Nancy Harris moved to adjourn

Second

Wayne Jensen

APPROVED UNANIMOUSLY

The meeting was adjourned at 10:00 PM.

Respectfully submitted,

By Roy B. Mason, President
For Cheryl Van Natta, Secretary

EMPLOYMENT CONTRACT
BETWEEN
AND THE
GOVERNING BOARD OF THE
TILLAMOOK BAY AREA EDUCATION DISTRICT
OF TILLAMOOK COUNTY, OREGON

THIS AGREEMENT, made and entered into this _____ day of _____, 19____, between the Tillamook Bay Area Education District, hereinafter referred to as DISTRICT, and _____, hereinafter referred to as CURRICULUM DIRECTOR,

WITNESSETH:

WHEREAS, the CURRICULUM DIRECTOR is desirous of serving as an administrative officer of the DISTRICT and to perform all duties required by that office; and

WHEREAS, the DISTRICT is desirous of securing a CURRICULUM DIRECTOR to supervise and direct the school and the educational program of the DISTRICT under the general supervision of the DISTRICT'S School Board; and,

WHEREAS, the DISTRICT and the CURRICULUM DIRECTOR believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the school;

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

1. TERM. The DISTRICT hereby employs the CURRICULUM DIRECTOR for a period of one year, beginning on the 1st day of July, 19____, and terminating on the 30th day of June, 19____. (This contract may, by mutual agreement be extended for additional two-year consecutive periods.)
2. SALARY. The DISTRICT shall pay the CURRICULUM DIRECTOR at an annual salary rate of \$ _____ for the first twelve (12) months of employment under this agreement, payable in twelve (12) equal monthly payments commencing _____.

19___, and ending _____, 19___. This annual salary rate may be increased by mutual agreement of DISTRICT and CURRICULUM DIRECTOR at any time during the term of this agreement by written amendment.

3. DUTIES. The CURRICULUM DIRECTOR shall perform duties prescribed by and set forth in the position description attached hereto and made a part hereof as Exhibit A.

At least once each fiscal year, the Board, President and the CURRICULUM DIRECTOR shall meet in closed executive session for the purposes of mutual evaluation of the performance of the Board and the CURRICULUM DIRECTOR and expressing recommendations and observations on how such performance may be continually improved. The time and date of the executive session shall be agreed to by the Board and the CURRICULUM DIRECTOR sufficiently in advance of the executive session to permit adequate preparation for a constructive exchange of views.

4. PROFESSIONAL ACTIVITIES. The CURRICULUM DIRECTOR 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 CURRICULUM DIRECTOR'S normal duties.

5. VACATION. The CURRICULUM DIRECTOR shall be required to render twelve (12) months of full and regular service to the DISTRICT during each annual period covered by this agreement, except that he shall be entitled to twenty-two (22) days vacation in addition to any other holidays normally observed by the DISTRICT. In the event of termination or expiration of this agreement the CURRICULUM DIRECTOR shall be compensated for not more than one and three-quarters (1.75) unused accrued vacation days per month at the salary rate effective at the time of the termination or expiration of this agreement. A maximum of 10 days vacation may be accumulated as a carry over without consent of the Board.

6. FRINGE BENEFITS. The CURRICULUM DIRECTOR shall be entitled to participate in all fringe benefits provided other administrative employees of the DISTRICT. In addition, term life insurance in the face amount of \$50,000.00 will be provided by the DISTRICT.

7. DISABILITY OF CURRICULUM DIRECTOR. Notwithstanding anything in this agreement to the contrary, the DISTRICT is hereby given the option to terminate this agreement in the event that the CURRICULUM DIRECTOR shall become permanently disabled as defined hereafter during the term of this agreement or any extension thereof. Such option shall be exercised by the DISTRICT giving ten (10) days written notice to the CURRICULUM DIRECTOR by registered mail addressed to him at the DISTRICT office or at such other address as the CURRICULUM DIRECTOR shall furnish in writing to the DISTRICT.

During any such period of disability and until final termination, the CURRICULUM DIRECTOR'S compensation shall be as follows:

- A. Normal compensation shall be paid until all unused vacation days and sick leave days have been used.

For the purpose of this agreement, the CURRICULUM DIRECTOR shall be deemed to have become permanently disabled if:

- A. CURRICULUM DIRECTOR'S doctor determines that because of ill health, accident, physical or mental disability, he is permanently unable to perform his duties; or
- B. In the absence of such a determination by the CURRICULUM DIRECTOR'S doctor and if a doctor selected by the DISTRICT (and at its expense) determines he is permanently disabled as aforesaid, CURRICULUM DIRECTOR'S doctor and the DISTRICT'S doctor shall select a third doctor for consultation whose finding as to disability shall be final. Each shall bear one-half of the expense of examination, diagnosis and prognosis of the third doctor.

- 8. SICK LEAVE. Sick leave shall be credited to the CURRICULUM DIRECTOR'S account upon his reporting for duty and shall accrue during the term of this agreement in accordance with ORS 342.596.
- 9. MEMBERSHIP DUES. The DISTRICT shall pay the cost of the CURRICULUM DIRECTOR'S professional dues as provided within the District Budget.
- 10. ATTORNEY FEES. In the event of a bona fide dispute or controversy between the parties, arising under the terms and conditions of this agreement (excluding Article 19 Hereof), in which it becomes reasonably necessary for the CURRICULUM DIRECTOR to consult and/or retain an attorney to determine and/or protect his legal rights and interests, the DISTRICT shall reimburse the CURRICULUM DIRECTOR for all reasonable attorney fees thus incurred, provided the CURRICULUM DIRECTOR has prevailed in said dispute or controversy.
- 11. TERMINATION OF EMPLOYMENT CONTRACT.
 - A. Termination without CURRICULUM DIRECTOR'S Concurrence

In the event the DISTRICT intends to terminate this Employment Contract prior to its termination date without the CURRICULUM DIRECTOR'S written concurrence, the CURRICULUM DIRECTOR shall be entitled to a due process hearing before the Board prior to the occurrence of any purported act of termination. Due process shall include at least a written notice of the reasons why the DISTRICT intends to terminate this Employment Contract, the right to appear before the Board in closed executive meeting or public hearing, at the option

of the CURRICULUM DIRECTOR, the right to be represented at the hearing by a representative of the CURRICULUM DIRECTOR'S choice and the right to a written decision describing the results of the hearing. This provision does not constitute a waiver of any rights the DISTRICT or the CURRICULUM DIRECTOR may have to enforce this Employment Contract in the courts under contract or other applicable law.

B. Termination with CURRICULUM DIRECTOR'S Concurrence.

In the event the DISTRICT intends to act to terminate this Employment Contract prior to its termination date with the CURRICULUM DIRECTOR'S written concurrence, the DISTRICT shall pay to the CURRICULUM DIRECTOR, as severance pay, all of the aggregate salary he would have earned under this Employment Contract from the actual date of termination to the termination date set forth in this Employment Contract, or \$18,000.00, whichever amount is greater.

C. Termination at the Request of the CURRICULUM DIRECTOR.

In the event the CURRICULUM DIRECTOR intends to act to terminate this Employment Contract prior to its termination date, he shall give the DISTRICT thirty (30) days written notice of such intention.

12. RENEWAL OF EMPLOYMENT CONTRACT. If the DISTRICT does not notify the CURRICULUM DIRECTOR in writing on or before February first that his Employment Contract will not be renewed, it shall be deemed that the DISTRICT has renewed this Employment Contract for two (2) years extending from the termination date set forth in Article 1 above.
13. BREACH OF AGREEMENT. Failure by the CURRICULUM DIRECTOR to fulfill the obligations 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 of school administrators and state educational authorities.
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 this DISTRICT, all of which are made a part of the terms and conditions of this contract as though set forth herein.

IN WITNESS WHEREOF, the DISTRICT pursuant to the authority of its Board of Directors, by resolution duly and regularly adopted on _____, 19____, has caused two originals of this agreement to be signed in the name of the DISTRICT by the Chairman of the School Board, and the CURRICULUM DIRECTOR has hereunto affixed his hand and seal the day and year herein above mentioned.

Deputy Clerk

School District

Curriculum Director

School Board Chairman