



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

BOARD MEETING AGENDA

Meeting will be held: August 10, 1981
6:00 P.M.
Tillamook Bay Campus
Bay City

- I. Contracts for President and Curriculum Director. ACTION A
- II. Community College Contracts. ACTION B
- III. Facilities Report.
- IV. Department of Revenue Report.
- V. Personnel Report.
- VI. Tillamook County Fair.

ACTION

- A.
 - 1. Move to adopt the contract for the position of President.
 - 2. Move to adopt the contract for the position of Curriculum Director.
- B.
 - 1. Move to accept the contracted services agreement as proposed by _____.



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

MINUTES - TILLAMOOK BAY AREA EDUCATION DISTRICT

August 10, 1981
6:15PM
Tillamook Bay Campus - Bay City

ITEM

DISCUSSION

Members Present

Chairperson Stait, George Hamilton, Nancy Harris, Ron Hays,
Wayne Jensen, Helen Myers

Members Absent

Joyce Thompson

Non-members
Present

President Roy Mason, Debi Duran, Julie McDonald, Cheryl Van Natta,
Secretary

Call to Order

The meeting was called to order by Chairperson Stait at 6:15PM.

Contracts

Employee contracts for the President and Curriculum Director
were presented and discussed. The Board approved the use of
the word continuing instead of the word consecutive in the
section titled TERM of the contracts.

Motion - Jensen

Wayne Jensen moved to accept the contracts as amended.

Second

Nancy Harris

Approved Unanimously

Community
College Contract

Bids to contract with the District were received from
Portland Community College, Clackamas Community College and
Chemeketa Community College. President Mason explained the
proposed budgets offered by the above colleges.

Motion -
Hamilton

George Hamilton moved to accept the Portland Community College
College bid as presented.

Second

Wayne Jensen

Approved Unanimously

Facilities
Report

President Mason reported on the building repairs. He suggested that the Board have a paint party day because the painting by the CETA workers has not progressed as rapidly as expected. Bids for office furniture and typewriters are being gathered by President Mason. The Board agreed that the safe was part of the fixtures of the building and that it would be more effective if District #56 would write a letter to Clatsop Community College. The Board agreed that no money should be paid for the safe.

Revenue Report

President Mason reported on the letter from the State Department stating that the District must re-submit the LB50 to accommodate adjustments. Because of the word approximately, the District can not levy more than \$150,000. ORS 310.395 states that the estimated total shall be stated. Excess above the estimated amount shall be put in a Carry Over category. There should have been a reasonable estimate of the increase stated in the explanation of the levy on the ballot.

Budget Resolution Amendment stated as: Resolve to amend the 1981-82 operating budget in the following manner: 1) Establish an unappropriated ending fund balance of \$4,261; 2) Reduce the appropriated Board Contingency fund by \$4,261.

Motion - Hays

Ron Hays moved to adopt the amended resolution as stated above.

Second

Nancy Harris

Approved Unanimously

Expenditures

The Board decided that the expenditures should be shown by budget sections. The books will always be open to review.

Employees

President Mason introduced the office staff to the Board.

Helen Myers ask Roy Mason the result of the vote concerning employee insurance. The Board agreed to pay full employee and family medical insurance and dental insurance for the employee. *

Fair Booth

The District will have a fair booth this year. The employees will work at the booth with the board members filling in at their convenience.

Motion - Jensen

Wayne Jensen moved to adjourn the meeting.

Second

Ron Hays

Approved Unanimously

The meeting was adjourned at 8PM.

Respectfully submitted,

Cheryl Van Natta

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 PRESIDENT,

WITNESSETH:

WHEREAS, the PRESIDENT is desirous of serving as the chief executive officer of the DISTRICT and to perform all duties required by that office; and

WHEREAS, the DISTRICT is desirous of securing a President 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 PRESIDENT 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 PRESIDENT in and for said DISTRICT, and the PRESIDENT hereby accepts such employment upon the terms and conditions following:

1. TERM. The DISTRICT hereby employs the PRESIDENT 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 PRESIDENT at an annual salary rate of \$ 27,950 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 PRESIDENT at any time during the term of this agreement by written amendment.

3. PRESIDENT AND BOARD RESPONSIBILITIES. The PRESIDENT shall be the chief executive officer of the District. As such, the PRESIDENT 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 parties agree, individually and collectively, not to interfere with nor usurp the primary responsibility of the other party. The members of the Board, individually and collectively, further agree to refer promptly all criticisms, complaints and suggestions called to their attention to the PRESIDENT for study and recommendation.
4. DUTIES. As chief executive officer of the District the PRESIDENT shall perform the duties of District President as prescribed by the laws of the State of Oregon. In addition to the powers and duties set forth in the Oregon Revised Statutes and Oregon Administrative Rules the PRESIDENT shall have the additional powers and/or duties set forth in the position description of PRESIDENT attached hereto and made a part hereof as Exhibit A.

The PRESIDENT shall have complete freedom to organize, re-organize and arrange the administrative staff, including instruction and business affairs, which in his judgment best serves the DISTRICT. The responsibility for all personnel matters, including selection, assignment, and transfer of personnel shall be vested in the PRESIDENT subject to approval by the Board.

The PRESIDENT shall evaluate all administrative and all district office employees as provided for by Oregon law and Board policy. A written report of staff evaluation shall be presented annually to the Board.

At least once each fiscal year the Board and the PRESIDENT shall meet in closed executive session for the purposes of mutual evaluation of the performance of the Board and the PRESIDENT 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 PRESIDENT sufficiently in advance of the executive session to permit adequate preparation for a constructive exchange of views.

5. PROFESSIONAL ACTIVITIES. The PRESIDENT 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 PRESIDENT'S normal duties.

6. VACATION. The PRESIDENT 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 PRESIDENT shall be compensated for not more than one and three-quarters (1.75) unused vacation days per month at the salary rate effective at the time of the termination or expiration of this agreement. A maximum of ten days vacation may be accumulated as a carry over without consent of the Board.
7. FRINGE BENEFITS. The PRESIDENT 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.
8. DISABILITY OF PRESIDENT. Notwithstanding anything in this agreement to the contrary, the DISTRICT is hereby given the option to terminate this agreement in the event that the PRESIDENT 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 PRESIDENT by registered mail addressed to him at the DISTRICT office or at such other address as the PRESIDENT shall furnish in writing to the DISTRICT.

During any such period of disability and until final termination, the PRESIDENT'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 PRESIDENT shall be deemed to have become permanently disabled if:

- A. PRESIDENT'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 PRESIDENT'S doctor and if a doctor selected by the DISTRICT (and at its expense) determines he is permanently disabled as aforesaid, PRESIDENT'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.
9. SICK LEAVE. Sick leave shall be credited to the PRESIDENT'S account upon his reporting for duty and shall accrue during the term of this agreement in accordance with ORS 342.596.

10. MEMBERSHIP DUES. The DISTRICT shall pay the cost of the PRESIDENT'S professional dues as provided within the District Budget.
11. 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 PRESIDENT to consult and/or retain an attorney to determine and-or protect his legal rights and interests, the DISTRICT shall reimburse the PRESIDENT for all reasonable attorney fees thus incurred, provided the PRESIDENT has prevailed in said dispute or controversy.
12. TERMINATION OF EMPLOYMENT CONTRACT.

A. Termination without PRESIDENT'S Concurrence

In the event the DISTRICT intends to act to terminate this Employment Contract prior to its termination date without the PRESIDENT'S written concurrence, the PRESIDENT 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 PRESIDENT, the right to be represented at the hearing by a representative of the PRESIDENT'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 PRESIDENT may have to enforce this Employment Contract in the courts under contract or any applicable law.

B. Termination with PRESIDENT'S Concurrence.

In the event the DISTRICT intends to terminate this Employment Contract prior to its termination date with the PRESIDENT'S written concurrence the DISTRICT shall pay to the PRESIDENT 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 \$27,950.00, whichever amount is greater.

C. Termination at the Request of the PRESIDENT.

In the event the PRESIDENT 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.

13. RENEWAL OF EMPLOYMENT CONTRACT. If the DISTRICT does not notify the PRESIDENT 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.

14. BREACH OF AGREEMENT. Failure by the PRESIDENT 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.

15. 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 PRESIDENT has hereunto affixed his hand and seal the day and year herein above mentioned.

Deputy Clerk

School District

President

School Board Chairman