

RESOLUTION 16-018 – Approval of Superintendent Contract

This resolution seeks Board approval of the contract for Superintendent Breyer for the time of July 1, 2016 through June 30, 2019.

Background:

At the March 15, 2016 Board meeting the Board took action to unanimously vote Sam Breyer in as the Superintendent for MESD.

The Board Chair recommends adoption of the following resolution:

WHEREAS a vacancy existed for a Superintendent, and

WHEREAS the Multnomah Education Service District appointed Sam Breyer as Superintendent as of March 15, 2016; and

WHEREAS the following individual has agreed to the terms and conditions of the employment agreement to commence July 1, 2016 through June 30, 2019.

NOW THEREFORE BE IT RESOLVED that the Multnomah Education Service District Board approves the following employment contract, as follows, for July 1, 2016 through June 30, 2019:

Name	Position	Length of Contract (# Days)
Sam Breyer	Superintendent	261, and

BE IT FURTHER RESOLVED that the number of days indicated opposite the above name is a maximum and that an employment contract for less than the specified number of days may be issued by the Board of Directors, but in no case will an employment contract for more than the maximum number of days be issued without prior approval by the Board; and

BE IT FURTHER RESOLVED, that the salary and compensation for the above individual was negotiated upon approval of this appointment and is in accordance with existing negotiated Agreements, applicable Board Policies, and established practices of the District

EMPLOYMENT CONTRACT BETWEEN
SAM BREYER
AND
MULTNOMAH EDUCATION SERVICE DISTRICT

This Agreement is made and entered into this 1st day of July, 2016 by and between Multnomah Education Service District, hereinafter referred to as the "District," and Sam Breyer, hereinafter referred to as "Superintendent." The purpose of this Agreement is to set forth the terms agreed upon between the Board of Directors and the Superintendent in providing services as Superintendent to the District.

RECITAL:

WHEREAS, the Board is desirous of securing a Superintendent to supervise and direct the services and programs of the District under the general supervision of the District's Board; and

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

NOW THEREFORE, in consideration of the mutual promises contained herein, the District hereby employs the Superintendent as the chief executive officer for the District and the Superintendent hereby accepts such appointment upon the following terms and conditions:

1. **Term of Agreement**

This employment contract shall become effective July 1, 2016 and shall remain in effect through June 30, 2019. This contract may be extended only upon the mutual agreement of the Board and the Superintendent, and in no instance shall be for a period of more than three (3) years in duration. Any extension of this contract shall require an affirmative vote by the District Board of Directors and shall be reflected in a written addendum to this contract.

2. **Superintendent Duties and Responsibilities**

The Superintendent shall have overall charge of the administration of the District and its schools under the direction of the Board. He shall be the chief executive officer of the District; shall direct and assign teachers and other employees of the District under his supervision, subject to Board direction; shall organize, reorganize, and arrange the administration and supervisory staff, including instruction, personnel, and business affairs, as best serves the District; shall select all personnel subject to the approval of the Board; shall from time-to-time review with and recommend to the Board various policies required to be consistent with applicable laws and as may be necessary for the well-ordered operation of the District; shall establish and give notice to the Board of regulations, rules, and procedures which implement the policies and directives of the Board; and in general perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by the Board from time-to-time. As chief executive officer of the District, the Superintendent shall perform the duties of the District Superintendent as prescribed by laws and regulations of the state of Oregon and the policies adopted by the Board. In addition to the powers and duties set forth in the Oregon statutes and administrative rules, the Superintendent shall have the additional powers, duties, and responsibilities set forth in the position description of the Superintendent, including

the authority to receive resignations and retirements. The Superintendent shall attend all Board meetings, unless excused. The Superintendent shall have the right to attend all District or Board committees and provide administrative recommendations on each item for business considered by each of these groups.

3. Compensation

For the 2016-17 contract year, beginning on July 1, 2016 and ending on June 30, 2017, the District shall pay the Superintendent the annual salary of one hundred eighty-seven thousand dollars (\$187,000), payable in monthly installments in accordance with the District's normal payroll practices and procedures. For 2017-18 and 2018-19, the Superintendent's salary shall be increased by the same percentage increase that is applied to the licensed salary schedule. In addition to annual salary, the District shall pay, or "pick up," the Superintendent's statutorily required six percent (6%) contribution to the Public Employees Retirement System (PERS). In no event shall the Superintendent's salary be lower than that in effect for the preceding year unless (a) mutually agreed upon by the Board and Superintendent; or (b) as the consequence of an across-the-board reduction in work days for all employees of the District, in which case the Superintendent's salary shall be reduced by the number of eliminated work days times the Superintendent's daily rate.

4. Contract Year

In consideration for the salary and other benefits set forth in this contract, the Superintendent shall be obligated to render to the District two hundred forty (240) days of service annually.

5. Evaluation

The Board and Superintendent shall meet annually to establish District goals and objectives for the ensuing school year. These goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated as hereafter provided. The Board shall, prior to April 15 of each year, conduct an evaluation of the Superintendent's performance under this Agreement according to criteria developed by the Board and in cooperation with the Superintendent. Such criteria shall be adopted by the Board at meetings open to the public. Such evaluation shall be, upon its conclusion, summarized in writing and reviewed in executive session by the Board during the month of May according to Oregon public meetings laws, unless the Superintendent requests an open session. The purpose of the review and evaluation shall be to improve administrative leadership and relations between the Board and the Superintendent, and to identify areas of potential improvement or focus.

6. Professional Growth of Superintendent

The District encourages the continuing professional growth of the Superintendent through participation, as he might decide in light of the duties of the Superintendent, in:

A. The operations, programs and other activities conducted or sponsored by local, state and national school administrator and school board associations;

B. Seminars and courses offered by public or private educational institutions; and

C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the District.

In its encouragement, the District shall, at its sole discretion, permit release time for the Superintendent as appropriate to attend to such matters, and the District shall pay for the necessary membership, tuition, travel, and subsistence expenses. Such professional growth expenses shall be limited to amounts budgeted for that purpose in the Superintendent's budget. The Superintendent will prepare, no later than July 31 of each year, and share with the Board Chair, a tentative calendar, indicating planned travel and vacation time, and will alert the Chair to any subsequent changes. The Board shall be notified in advance of any national travel planned. The Superintendent shall report to the Board on his activities upon return to the District.

7. Professional Activities

With prior approval of the Board, the Superintendent may 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.

8. Superintendent Certificate

The Superintendent shall maintain throughout the life of this Agreement a valid, current, and appropriate license and any endorsements required to act as Superintendent of Schools under the laws for the state of Oregon. 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.

9. Fringe Benefits

The Superintendent shall be entitled to participate in all insurance programs provided other administrative employees of the District and at the same District contribution level, including health, life, and disability insurance. The Superintendent shall also be provided with those paid leaves available to the District's administrators and in accordance with state and federal law.

10. Membership dues

The District shall pay the full cost of the Superintendent's membership charges for the Confederation of Oregon School Administrators (COSA), the Association of Education Service Agencies (AESAs), the American Association of School Administrators (AASA) and such other dues and membership charges as the Board may approve.

11. Travel and Expenses

An expense stipend of five hundred dollars (\$500) per month will be provided to cover the general expenses associated with the regular duties of the Superintendent. Mileage expenses outside of Multnomah County shall be reimbursed at the current IRS mileage rate.

12. Termination of Employment Contract

This contract may be terminated prior to its stated expiration date for the following reasons. The Board's refusal to extend the contract beyond its stated term shall not be deemed a termination of this contract.

A. *Termination without Superintendent's concurrence.* In the event the District intends to act to terminate this agreement for cause prior to its termination date without the Superintendent's written concurrence, the Superintendent 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 is considering termination of this agreement, the right to appear before the Board in closed executive meeting or public hearing, at the option of the Superintendent, the right to be represented at the hearing by a representative of the Superintendent's choice, and the right to a written decision describing the results of the hearing. The District shall give the Superintendent no less than ten (10) days written notice in advance of termination. This provision does not constitute a waiver of any rights the District or the Superintendent may have to enforce this employment contract in the courts under contract or other applicable law. The Superintendent will receive payment for services rendered to the date of the termination.

B. *No cause termination of Contract.* The Board may, at its option and for any reason deemed in good faith sufficient, unilaterally terminate this contract without a pre-termination or post-termination hearing. If such unilateral action is to be taken, the Board shall provide the employee with three (3) calendar months' notice prior to the termination becoming effective, during which time the Superintendent shall receive his full salary and benefits. The District may, at its discretion, relieve the employee of his duties during part or all of the three-calendar-months' period. If requested by the employee, the Board shall review the termination with him in executive session.

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 day, he will notify the Board immediately when he intends to seek other employment, and shall give the District no less than ninety (90) days written notice in advance of taking another position. It is agreed that such request will be accepted by the District. The Superintendent will be paid for days actually worked and holidays that occur prior to contract termination.

D. *Disability.* Should the Superintendent be unable to perform the duties of this position because of illness, accident, or other causes, the District may at its option terminate this employment contract, whereupon the respective duties, rights, and obligations of the parties shall terminate, except that the Superintendent will continue to receive any benefits available to him under the disability insurance contract that is maintained by the District.

13. 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 policies of the District and of the Board.

14. Professional Liability

To the extent permitted and required by the District shall hold harmless and indemnify the Superintendent from any and all demands, claims, suits, and legal proceedings brought against the Superintendent in his individual

capacity or in his official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of employment. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions, and legal proceedings.

15. Notices

All notices under this Agreement shall be effective upon delivery to the following addresses:

Sam Breyer, Superintendent
[ADDRESS]

Board Chair
Multnomah Education Service District
11611 NE Ainsworth Circle
Portland, OR 97220

Any notices required or permitted to be given under the terms of this contract, or by law, shall be in writing and may be given by personal delivery or certified mail, directed to the party at the address of record in the administrative office of the District, or such other address as any party may designate in writing prior to the time of the giving of such notice.

16. Amendment

This Agreement may be amended by mutual agreement of the parties at any time. No amendment shall be effective unless it is in writing and signed by the Superintendent and the Board.

SUPERINTENDENT

BOARD CHAIR

Sam Breyer

Nels Johnson

Date

Date

Board:js