

Lowell School District

45 S. Moss St. ♦ Lowell, Oregon 97452 ♦ (541) 937-2105

Board of Director's Special Meeting

August 16, 2016

Professional Development Center

8:00am - Public Session

AGENDA

The Lowell School Board encourages public input. Persons wishing to address the Board on school related issues, are invited to do so, either when the item is presented on the agenda, or under the "Public Comments" section. In the interest of time and order, presentations from the public are limited to three (3) minutes per person, and the total time for individual agenda items shall not exceed twenty (20) minutes. An individual speaker's allotted time may not be increased by a donation of time from members of the public in attendance. If you wish to speak under Public Comments, please complete a Public Comment Form and turn it in to the Assistant to the Superintendent. The Board requests complaints or charges against an employee be held in Executive Session. Individuals who require disability-related accommodations or modifications to participate in the Board meeting should contact the Superintendent in writing prior to the meeting.

1.0 OPENING BUSINESS—Professional Development Center—8:00 am

1.1 Call to Order

1.2 Pledge of Allegiance

1.3 Attendance:

___ Dennis McCallum, Chair

___ Suzanne Kintzley, Vice-Chair

___ Mike Galvin

___ Joyce Donnell

___ Jim Chapman

___ Walt Hanline, Ed. D., Superintendent

___ Kay Graham, Secondary Principal

___ Johnie Matthews, Elementary Principal

___ Chelsea Byrne, Student Body Representative

___ Michelle Stephens, Assistant to the Superintendent

1.4 Approval of Agenda – August 16, 2016

Recommended Action: Approval of Agenda

MOTION: _____ 2nd: _____ AYES: _____ NOES: _____ ABSTAIN: _____

2.0 PUBLIC COMMENT

***Opportunity for Citizens to address items not on the Agenda. Persons wishing to address the Board on any school related issue not listed elsewhere on the agenda are invited to do so now. Board Members are limited, but not required, to give a brief response to public statements or questions regarding non-agenda items.*

3.0 ACTION DISCUSSION

3.1 Recommendation: Approve the contract between Lowell School District and Billy Reid, as Director of Food Services—Presented by Dr. Hanline (Attachment)

Explanatory Statement: All contracts Lowell School District enters into must first be approved by the Lowell School Board

MOTION: _____ 2nd: _____ AYES: _____ NOES: _____ ABSTAIN: _____

4.0 **ADJOURNMENT**

Any documents that are public records and are provided attachments to public session items on this agenda are accessible to the public on the District's Website, with the exception of documents provided at the time of the meeting. Documents that are public records, and are provided at the time of the meeting to a majority of the Board regarding a public session item, will be made available for public inspection upon request to the Superintendent's Assistant.

LOWELL SCHOOL DISTRICT

CONTRACT

FOR

DIRECTOR OF FOOD SERVICES

BILLY REID

This contract is made and entered into this 16TH day of August, 2016, by and between the Lowell School District (hereinafter “DISTRICT”) and **Billy Reid, hereinafter “DIRECTOR OF FOOD SERVICES”**.

WHEREAS, the DIRECTOR OF FOOD SERVICES is to supervise and direct the food service programs of the **DISTRICT and SYNERGY ENTERPRISE FOOD SERVICES** under the direct supervision of the Lowell School District Superintendent, and

WHEREAS, the DISTRICT desires to provide the DIRECTOR OF FOOD SERVICES with a written employment contract in order to insure administrative stability and continuity within the DISTRICT, which the DISTRICT believes generally improves the quality of the overall educational program;

NOW, THEREFORE, the DISTRICT and the DIRECTOR OF FOOD SERVICES, for consideration herein specified, agree as follows:

I. TERM OF DIRECTOR OF FOOD SERVICES CONTRACT

The DISTRICT hereby offers and the DIRECTOR OF FOOD SERVICES hereby accepts employment as DIRECTOR OF FOOD SERVICES for a two-year (2) term commencing on July 1, 2016 and ending June 30, 2018. This section constitutes notice of contract non-renewal under ORS 342.513.

DIRECTOR OF FOOD SERVICES accepts employment in serving as the DIRECTOR OF FOOD SERVICES for **Lowell School District and Synergy Food Services** (an enterprise of Lowell School District) for a 200 day work year, as a 12 month confidential/management employee pursuant to the further terms of this Agreement.

II. DUTIES AND RESPONSIBILITY OF THE DIRECTOR OF FOOD SERVICES

The DIRECTOR OF FOOD SERVICES shall have charge of the administration of the Food Services Departments for the District and Synergy Enterprises, under the direction of the Superintendent.

The DIRECTOR OF FOOD SERVICES shall execute and perform all powers and duties that may lawfully be delegated to the DIRECTOR OF FOOD SERVICES in accordance with the District policies and the directions of the Superintendent. Such acts which may require ratification by the Superintendent shall be referred to the Superintendent at the earliest possible opportunity by the DIRECTOR OF FOOD SERVICES. These duties include:

- A. Assume other responsibilities and duties as assigned by the Superintendent;
- B. Periodically see that all DISTRICT employees are evaluated as provided for by Oregon law and Board policy; and,
- C. Endeavor to maintain and improve his professional competence by all available means, including subscribing to and reading appropriate periodicals, joining appropriate professional associations and participating in activities of such associations.

The DIRECTOR OF FOOD SERVICES shall abide by all applicable state and federal laws, rules and regulations of the policies of the DISTRICT.

III. DIRECTOR OF FOOD SERVICES COMPENSATION

- A. Base Salary

The annual base salary of the DIRECTOR OF FOOD SERVICES shall be \$65,000, based on a twelve-month period, beginning on July 1 and ending on the following June 30, with the first work day as of August 29, 2016. Salary payments for the 2016-2017 year shall be over 11 months, with the first paycheck on the last Friday of August. Effective July 1, 2017

payment will be on a 12 month cycle. The annual base salary shall be increased by the same increase (COLA) provided to all other District staff. The DISTRICT will increase the DIRECTOR OF FOOD SERVICES’S annual base salary using the schedule below, reflected as Supplemental Salary DISTRICT.

B. Supplemental Salary

The DIRECTOR OF FOOD SERVICES’S base salary shall be supplemented based upon the additional income generated through Synergy Enterprise or by the expansion of net income generated within the District Food Service Program, as reflected in the ending balance of the Food Service Fund. The supplemental salary shall be adjusted annually in reflection of the contracts and expenses associated with Synergy Enterprise services. The base salary shall be increased as reflected in the table below and applied sequentially:

District Food Service Program Additional Income
(The ending balance of the District’s Food Service Program, excluding District Contribution)

50% provided to DIRECTOR OF FOOD SERVICES SALARY	50% Remain in Food Services
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Synergy Food Service Program Enterprise Income
The net income received shall be distributed to the Food Service Director, after all related expenditures (For example employee benefits, mileage and business services costs) are deducted, as reflected in the chart below.

50% provided to DIRECTOR OF FOOD SERVICES	50% Contributed to the Lowell School District General Fund
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The Governing Board reserves the right to modify the DIRECTOR OF FOOD SERVICES’S annual compensation package, with the mutual consent of the DIRECTOR OF FOOD SERVICES, the Lowell School District Superintendent, and the ratification by the DISTRICT Governing Board. It is further provided, however, that by so doing, it shall not be considered that a new contract has been entered into or that the termination date of the existing contract has been extended.

C. BENEFITS.

Health and Welfare Benefits

The DIRECTOR OF FOOD SERVICES and his dependents shall be entitled to the same level of employee health and welfare benefits as granted to the confidential/management employees of Lowell School District.

As an exempt management employee, the DIRECTOR OF FOOD SERVICES shall be on call to perform duties twenty-four (24) hours per day, 7 days per week. The DIRECTOR OF FOOD SERVICES shall be expected to attend necessary evening and weekend meetings.

The DISTRICT shall reimburse the DIRECTOR OF FOOD SERVICES for reasonable, actual and necessary expenses (e.g. meals, registration fees, and air fare) for attendance at conferences, and other functions which directly contribute to the addressing of the DISTRICT'S mission and goals.

The DIRECTOR OF FOOD SERVICES shall be covered under the DISTRICT'S liability insurance that covers the Superintendent and the staff of the DISTRICT.

IV. OUTSIDE PROFESSIONAL RESPONSIBILITIES

The DIRECTOR OF FOOD SERVICES may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations, with or without compensation, provided such activities do not interfere with or conflict with the DIRECTOR OF FOOD SERVICES'S performance of his duties under this contract **and are approved by the Superintendent**. All such service or engagements shall occur on DIRECTOR OF FOOD SERVICES'S own time and shall not conflict with any duties or obligations to the DISTRICT. On all outside employment or activities, DIRECTOR OF FOOD SERVICES shall be an independent contractor and not an employee of the DISTRICT. Nothing herein shall prevent the

DIRECTOR OF FOOD SERVICES from identifying himself as the Director of Food Services of the DISTRICT. Any compensation received by DIRECTOR OF FOOD SERVICES for these outside professional activities shall belong to Director of Food Services.

V. EVALUATION

The Superintendent of Lowell School District will provide for the formal evaluation of the Director of Food Service' performance at least once annually, no later than June 30th of each year.

VI. MODIFICATION

This contract supersedes all prior agreements and understandings between the parties. The parties may, during the term of this contract, mutually agree to modify any of its articles. Any modifications will be in writing, signed by both parties and attached to this document.

VII. TERMINATION OF DIRECTOR OF FOOD SERVICES

Notwithstanding any other provision of this contract, with the recommendation of the Superintendent of Lowell School District, the Superintendent, without cause, in its sole discretion, shall have the option to unilaterally terminate this contract upon the provision of written notice of such termination to the DIRECTOR OF FOOD SERVICES. If the Superintendent elects the option to terminate this contract without cause, then DIRECTOR OF FOOD SERVICES shall receive DIRECTOR OF FOOD SERVICES'S regular salary and paid health benefits for 180 days (6 months). Such termination payment shall be paid in a lump sum. The parties agree to this liquidated damage provision in is recognition of the extreme difficulty of ascertaining actual damages to the DIRECTOR OF FOOD SERVICES.

IN WITNESS WHEREOF, we affix our signatures to this contract as the full and complete agreement between the parties hereto.

Dated: August 16, 2016

Walt L. Hanline, Ed.D.
Superintendent

I hereby accept this offer of employment and agree to comply with the terms and conditions stated hereof in this contract, and to fulfill all the duties of employment as DIRECTOR OF FOOD SERVICES of the Lowell School District.

Date of Acceptance:

Billy Reid