

# MT. HOOD COMMUNITY COLLEGE DISTRICT BOARD OF EDUCATION

A Special Session of the Mt. Hood Community College District Board of Education will be held on April 4th, 2018, with an Executive Session at 6:00 p.m. in the President's Office, followed by a Special Session at approximately 6:30 p.m. in the Board Room at Mt. Hood Community College, 26000 S.E. Stark Street, Gresham, Oregon.

## AGENDA SESSION #958

ITEM	TIME	EXHIBIT	INFO/ ACTION	AGENDA ITEM	PRESENTER
1	6:00 p.m.	CONVENE MHCCD		CALL TO ORDER	Tamie Arnold
2				CONVENE EXECUTIVE SESSION IN ACCORDANCE WITH: ORS 190.660(2)(d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations.	
3				ADJOURN EXECUTIVE SESSION	
4	6:30	CONVENE SPECIAL SESSION		CALL TO ORDER/DECLARATION OF A QUORUM	Tamie Arnold
	6:30	4.1	Action	Approval of President's Contract	Tamie Arnold
	6:40	4.2	Action	Presidential Evaluations Committee Assignment	Tamie Arnold
	7:00	4.3	Info	Board Goals Review	Tamie Arnold
	7:30	4.4	Action	Board Evaluations Committee Assignment	Tamie Arnold
	7:45	4.5	Info	OCCA/ACCT Updates, Awards	Tamie Arnold
5	8:20 p.m.			ADJOURNMENT	Tamie Arnold

Individuals requiring accommodations due to disability should contact the Disability Services Office at 503-491-6923 or dsoweb@mhcc.edu

**EMPLOYMENT CONTRACT**  
**between**  
**LISA SKARI**  
**and**  
**THE GOVERNING BOARD OF**  
**MT. HOOD COMMUNITY COLLEGE DISTRICT**  
**MULTNOMAH COUNTY, OREGON**

THIS AGREEMENT made and entered into between the Mt. Hood Community College District, hereinafter referred to as COLLEGE, and Dr. Lisa Skari, hereinafter referred to as PRESIDENT.

**WITNESSETH:**

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

WHEREAS, the COLLEGE is desirous of securing a PRESIDENT to supervise and direct the staff and the educational program of the COLLEGE under the general supervision of the COLLEGE'S Board of Directors ("Board"); and,

WHEREAS, the COLLEGE 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 educational program of the COLLEGE;

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

1. **TERM.** The COLLEGE hereby employs PRESIDENT for a period of three years. Said employment is for the period commencing July 23, 2018, and ending June 30, 2021. Unless the COLLEGE notifies the PRESIDENT by July 1<sup>st</sup> of any year of its desire not to extend, this contract will renew for an additional year. It is the intention of the parties that this contract is of a 3-year rolling term.

2. **COMPENSATION.** During the first year of the President's employment, the College shall pay the President an annual salary of \$201,000, payable in monthly installments of \$16,750.00. Thereafter, the President's annual salary shall be adjusted in connection with the annual evaluation conducted pursuant to Section 6. In addition to any such adjustment to the President's annual salary, the President's annual salary shall be increased each July 1 during the Initial Term by the percentage increase granted to other management staff of the College. As additional compensation, the College will deposit to an account of the President's choosing a tax sheltered annuity payment in the amount of \$1,000 per month. Annuity payments may be modified in the future by the Board and the President by mutual agreement.

3. **RESPONSIBILITIES OF THE PRESIDENT.** PRESIDENT shall serve as the Chief Executive Officer (CEO) of the College. As such, PRESIDENT shall have the primary responsibility for execution of Board policy, whereas the Board shall retain primary responsibility for formulating and adopting said policy. As CEO of the COLLEGE, the PRESIDENT shall perform the duties of the 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, PRESIDENT shall have the additional powers and duties in the position description of the President and Board Policy 2020 set forth in Exhibit 1, attached hereto and made a part hereof. The Board reserves the right to modify the position description of the President in the future, at its sole discretion, and if the position description is so modified, it shall be included within this Agreement as an amended Exhibit 1.

PRESIDENT shall devote full time, skill, labor, and attention to the operation of the COLLEGE.

PRESIDENT shall be responsible for all personnel matters, including selection, assignment, evaluation, and transfer of COLLEGE employees, subject to oversight of the Board and consistent with Oregon law and Board policy.

The President shall:

- a) Establish and maintain an appropriate community relations program;
- b) Maintain and improve the President's professional competency by appropriate available means, including (but not limited to) reading appropriate professional journals and participating in the activities of appropriate professional associations;
- c) Present recommendations to the Board on any subject under consideration prior to action being taken by the Board; and
- d) Unless specifically excused by the Board, be entitled to attend all Board meetings and all Board and citizen committee meetings, serving ex officio on such committees.

4. **PROFESSIONAL GROWTH OF PRESIDENT.** The Board supports PRESIDENT'S participation in professional development opportunities, including conferences, coursework, study tours, and presentations. The Board also encourages PRESIDENT to assume leadership roles in organizations consistent with the COLLEGE'S mission and strategic plan.

In its encouragement, the COLLEGE shall permit a reasonable amount of release time for PRESIDENT, as PRESIDENT deems appropriate, to attend to such matters; and the COLLEGE 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 PRESIDENT'S budget. PRESIDENT 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. PRESIDENT shall report to the Board on PRESIDENT'S activities upon return to the COLLEGE.

5. **GOALS AND OBJECTIVES.** Annually between October and March, PRESIDENT and the Board shall meet to establish and mutually agree upon College goals and

objectives for the ensuing school year. Each year, those goals and objectives shall be reduced to writing and shall be among the criteria by which PRESIDENT is evaluated as hereinafter provided.

6. **EVALUATION.** Annually in September, unless a meeting in open session is requested by PRESIDENT, the Board and PRESIDENT shall meet in executive session for the purpose of evaluation of the performance of PRESIDENT by the Board for the previous fiscal year. The Board shall prepare a written document for public disclosure that accurately reflects the character of the Board's evaluation of PRESIDENT. This evaluation and assessment shall be based on the responsibilities of PRESIDENT as provided in Section 3 and the goals and objectives of COLLEGE as provided in Section 5 for the year in consideration. In preparation for the annual evaluation of PRESIDENT, a mid-year informal assessment may be conducted annually in January of each year in executive session for the purpose of evaluation of the performance of PRESIDENT by the Board for the current fiscal year. During the first year of the Initial Term only, PRESIDENT and Board shall meet in July or August to develop a transition plan for PRESIDENT. PRESIDENT shall provide a status report to the Board on the transition plan in February of 2019.

7. **FRINGE BENEFITS.** PRESIDENT shall be entitled to participate in the following fringe benefits:

- A. *OPSRP RETIREMENT.* The COLLEGE agrees to transmit to the Oregon Public Service Retirement Plan (i) an amount at least equal to the same percentage of salary, as defined in ORS 238A.005(17), contributed by the COLLEGE for its other management staff as the employer contribution, and (ii) as provided by ORS 238A.335, the PRESIDENT'S contribution under ORS 238A.330 as additional amounts paid by the COLLEGE and without reduction of the PRESIDENT t's base salary.
- B. *General Expense Reimbursement:* COLLEGE shall reimburse PRESIDENT based on submitted receipts for all necessary and reasonable expenses up to \$700 per month incurred by President on behalf of the College.
- C. *Travel Expense Reimbursement:* In addition to general expenses, COLLEGE shall reimburse PRESIDENT per established COLLEGE policies and rates for approved COLLEGE related business and travel expenses. Mileage reimbursement for personal, non-college business is not available. A summary of travel expenses will be available to the Board.
- D. *Automobile Expenses:* PRESIDENT shall receive \$800 per month as an automobile expense allowance. Automobile expenses, in this context, mean insurance, lease or purchase costs, licensing and fees and maintenance and repair. PRESIDENT will be responsible for any taxes related thereto.
- E. *Membership Expenses:* COLLEGE will pay the annual membership to one local Rotary and business or civic organization(s) deemed important to the advancement of the COLLEGE'S goals and community relations.
- F. *Insurance:* PRESIDENT shall receive the same health insurance program, as well as other COLLEGE provided benefits afforded COLLEGE management personnel from time to time during the term of this AGREEMENT or any extension thereof.

COLLEGE shall also provide PRESIDENT with long-term disability coverage under the terms and conditions set forth in the COLLEGE'S Managers Handbook.

G. *Leaves:* PRESIDENT will be entitled to all leaves applicable to other management employees as set forth in the COLLEGE'S Managers Handbook. PRESIDENT shall also be entitled to the following leaves:

1. *Sabbatical Leave:* PRESIDENT will be entitled to 5 days of sabbatical leave annually to allow PRESIDENT one week per year to focus on COLLEGE related research, which is not possible to accomplish while operating the COLLEGE.
2. *Sick Leave:* An additional fifteen (15) days of sick leave will be frontloaded on a one-time basis on July 23, 2018.
3. *Vacation Leave:* Ten (10) days of vacation leave will be frontloaded on a one-time basis on July 23, 2018. The total annual vacation leave provided to PRESIDENT will be twenty-five (25) days, with the exception of the first year being 35 days.

## **8. TERMINATION OF EMPLOYMENT CONTRACT.**

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

B. *No-Fault Termination.* The COLLEGE may dismiss PRESIDENT as PRESIDENT and terminate this contract without any showing of cause upon ten (10) days' written notice and a notice that the COLLEGE is willing to pay up to six (6) months of PRESIDENT'S salary and insurance benefits or the balance of such payments due under this contract, whichever are less. Thereupon, PRESIDENT will exercise reasonable due diligence to secure comparable replacement employment. Should PRESIDENT find comparable employment after commencement of the COLLEGE'S six (6) month salary and insurance benefit obligation, the COLLEGE'S obligation to continue such payments shall cease on the first of the month following the commencement of PRESIDENT'S new employment.

C. *Termination at the Request of President.* In the event PRESIDENT intends to act to terminate this employment contract prior to its termination day, PRESIDENT will notify the Board immediately and shall give the COLLEGE no less than six (6)

months written notice in advance. It is agreed that such a resignation will be accepted by the COLLEGE. PRESIDENT will be paid for days actually worked and holidays that occur prior to contract termination.

- D. *Disability.* Should PRESIDENT be unable to perform the duties of this position because of illness, accident, or other causes, the COLLEGE may, at its option, terminate this employment contract, whereupon the respective duties, rights, and obligations of the parties shall terminate.

9. **PROFESSIONAL LIABILITY.** The COLLEGE shall hold harmless and indemnify PRESIDENT from any and all demands, claims, suits, and legal proceedings brought against PRESIDENT in PRESIDENT'S official capacity as agent and employee of the COLLEGE, provided the incident arose while PRESIDENT was acting within the scope of employment. In no case will individual Board members be considered personally liable for indemnifying PRESIDENT against such demands, claims, suits, actions, and legal proceedings.

If, in the good faith opinion of PRESIDENT, conflict exists regarding legal defenses to a third-party claim against PRESIDENT and the COLLEGE (i.e., pressing the defense of one party would tend to injure the other party), PRESIDENT may engage separate counsel, and the COLLEGE shall indemnify PRESIDENT for the costs of such counsel, subject to the same limitations, provisions, and exceptions set forth above. The COLLEGE shall not, however, be required to pay the costs of any legal proceeding in the event the COLLEGE and PRESIDENT have adverse interests in any litigation.

10. **CRITICISMS/COMPLAINTS.** The Board, individually and collectively, agree that any criticism or complaint about an employee other than PRESIDENT, or about a program of the COLLEGE, that the Board is made aware of, shall be promptly forwarded to PRESIDENT for investigation and resolution.

11. **BREACH OF AGREEMENT.** Failure by PRESIDENT to fulfill the obligations set forth in this agreement shall be considered a breach of this contract and will terminate the contract immediately.

12. **APPLICABLE LAW.** This agreement is subject to all applicable laws of the State of Oregon.

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

14. **ATTORNEY FEES.** In the event of any suit or action hereon, the prevailing party in such suit or action shall be entitled to reasonable attorney fees to be fixed by the trial court, and, if any appeal is taken from the decision of the trial court, such further sum as may be fixed by the appellate court as reasonable attorney fees in the appellate court, together with the prevailing party's costs and disbursements incurred therein.

15. **NOTICES.** Any notices that are required under the terms of this Agreement shall be in writing and hand delivered to the parties or registered or certified mail, return receipt requested, at the following addresses.

COLLEGE  
Director of Human Resources  
26000 SE Stark Street, AC 2272  
Gresham, Oregon 97030

PRESIDENT  
Office of the President  
26000 SE Stark Street, AC2350  
Gresham, Oregon 97030

IN WITNESS WHEREOF, the COLLEGE, pursuant to the authority of its Board of Directors, has caused two originals of this Agreement to be signed in the name of the COLLEGE by the Chairperson, and PRESIDENT has hereunto affixed PRESIDENT'S hand and seal the day and year herein above mentioned.

MT. HOOD COMMUNITY COLLEGE DISTRICT

By \_\_\_\_\_  
Chair, Board of Directors

Date \_\_\_\_\_

By \_\_\_\_\_  
Dr. Lisa Skari, PRESIDENT

Date \_\_\_\_\_