

## Welcome to this Public Meeting of the Hood River County School District Board of Directors July $24,\,2023-6:00$ p.m. Virtual Meeting

6:00 PM	I	REGULAR BUSINESS MEETING WELCOME & CALL TO ORDER Board Chair: Chrissy Retiz, Vice-Chair: Brandi Sheppard; Board Members: Julia Garcia-Ramirez, Barb Hosford, Jen Kelly, David Stuben, and Corinda Hankins-Elliott	Chrissy Reitz
6:01 PM	II	REVIEW/REVISION OF AGENDA	Chrissy Reitz
6:02 PM	Ш	PUBLIC COMMENT/HEARING OF DELEGATIONS OR VISITORS	Chrissy Reitz
6:32 PM	IV	CONSOLIDATED ACTION  A. Human Resources Report/Personnel Action	Gus Hedberg
6:35 PM	V	ACTION ITEMS  A. Approved Interim Superintendent Contract	Chrissy Reitz
7:00 PM	VI	ADJOURN	Chrissy Reitz

July 24, 2023

To: Board of Directors

From: Gus Hedberg – Human Resources Director

Re: Personnel Report - REVISED

#### **EXPLANATION:**

Attached is the Personnel Report - REVISED of personnel actions for the July 24, 2023 board meeting.

Presenter: Gus Hedberg – Human Resources Director

Supplementary

Materials: Personnel Report - REVISED

Recommendation: Request board approval of the attached Personnel Report - REVISED

Proposed Motion: I move to approve the Personnel Report - REVISED - as presented on July 24, 2023

## **Hood River County School District**

**Human Resources Office** 

1011 Eugene Street • Hood River, Oregon 97031 • (541) 387-5012 • (541) 387-5099

**REVISED** July 24, 2023 **REVISED**							
NEW HIRES (Appr NAME	oval Needed) - NUEVAS CON POSITION	FRATACIONES (Se Necesita BUILDING	Aprobación) COMMENTS				
Mary Schultz	Instructional Assistant II/Reading Interventionist	Parkdale Elementary School	Replacing Mullon				
Diego Bentancourt-Valle	Instructional Assistant	Wy'east Middle School	Replacing Loredo				
Anna Arntz	Instructional Assistant II/Reading Interventionist	May Street Elementary School	Replacing Browning				
Tom Ames	Athletic Director (1.0 FTE)	Hood River Valley High School	Replacing Kroll for 2023/24				
RESIGNATION NAME	ON/RETIREMENT/TERMINA POSITION	ATION - RENUNCIAS/RETH BUILDING	ROS/DESPIDOS COMMENTS				
Rossella Mora	Instructional Assistant	Parkdale Elementary School	Resignation				
REQUESTS FOR LEAVES OF ABSENCE - SOLICITUDES DE AUSENTISMO NAME POSITION BUILDING COMMENTS							
EMPLOYEE TRANSFERS - TRASLADOS DE EMPLEADOS NAME FROM: POSITION/BUILDING TO: POSITION/BUILDING COMMENTS							
Kelly Running		Director of Special Education/ District Office	Replacing Beard				
ADVERTISED VACANCIES (Information Only) - POSICIONES VACANTES (Solo Información) OPEN POSITION BUILDING STATUS COMMENTS							
Family Engagement Paraprofessional (8 hours/day)	Migrant Education Program	Open until filled	Replacing Victorio transfer to HRMS Student Support Paraprofessional				
Elementary Bilingual Teachers Pool for 23/24	Various locations	Open until filled	To fill various Dual Language Elementary Teaching vacancies around the district				
Elementary Teachers Pool for 23/24	Various locations	Open until filled	To fill various Elementary Teaching vacancies around the district				
Speech Language Pathologist Pool	District-wide services	Open until filled	Replacing Stanton transfer to EI/ECSE				
Secretary II (8 hours/day)	Wy'east Middle School	Open until filled	Replacing Mendez				
Behavior/Autism Specialist (1.0 FTE)	Student Services	Open until filled	Replacing Copeland				
Interim Superintendent (1.0 FTE)	District Office	Interviews completed	Replacing Polkinghorn				
Instructional Assistant (7 hours/day)	Parkdale Elementary School	Offer pending	Replacing Ratliff				

Open until filled

Hood River Options Academy

Bilingual Secretary I (8 hours/day)

Replacing Ramos transfer to Nutrition

Services Department

Transportation Service Person 1 (8 hours/day)	District Transportation Department	Interviews schedule	New position
Instructional Assistants - multiple vacancies	Hood River Valley High School	Open until filled	Filling multiple vacancies at Hood River Valley High School
SLC Instructional Assistants - multiple vacancies	Hood River Valley High School	Open until filled; offer pending	Filling multiple vacancies at Hood River Valley High School
Assistant Principal (1.0 FTE)	Hood River Valley High School	Screening applications	Replacing Parson's transfer to Parkdale Elementary School
School Psychologist (1.0 FTE)	Student Services	Open until filled	Additional need
Middle School Science Teacher (1.0 FTE)	Wy'east Middle School	Open until filled	Replacing Arechaga's transfer to HROA
Elementary Secretary/Bookkeeper (8 hours/day)	Mid Valley Elementary School	Interviews scheduled	Replacing Marquez's transfer to HRVHS
Bilingual Secretary I (6.25 hours/day)	Mid Valley Elementary School	Interviews scheduled	Replacing Chamonica's transfer to IA position
Elementary Music Teacher (1.0 FTE)	Mid Valley Elementary School	Interviews scheduled	Replacing Petersen's transfer to Parkdale Elementary School
Instructional Assistant (6.5 hours/day)	Mid Valley Elementary School	Interviews scheduled	Replacing Ramirez's resignation
Instructional Assistant (4.5 hours/day)	Mid Valley Elementary School	Interviews scheduled	Reconfiguring hours
AVID Coordinator/Electives Teacher (.50 FTE)	Hood River Valley High School	Open until filled	Replacing Beardsley
Instructional Assistants	Westside Elementary School	Open until filled	Replacing multiple vacancies
ELL Teacher (.50 FTE)	Hood River Valley High School	Open until filled	Replacing Zalaznik
K-12 Principal (1.0 FTE)	Hood River Options Academy	Open until filled	Replacing Running
Instructional Assistant Pool	May Street Elementary School	Open until filled	Replacing multiple vacancies
SLC Instructional Assistant	Westside Elementary School	Open until filled	Replacing employee on leave
7th Grade Social Studies Teacher (1.0 FTE)	Hood River Middle School	Open until filled	Replacing Rust transfer to HRVHS 7/23/23

July 12th, 2023

Dear Mr. Parson,

Please accept this letter as formal notification that I am resigning from my position as an Instructional Assistant with HRCSD at Parkdale Elementary School. My last day will be August 21st, 2023.

I am so grateful for the opportunity to work in this position for the past school year. I've enjoyed and appreciated the time I've had in Parkdale working and cooperating with all the staff to do the best for the kids. Everything I've learnt I will take with me throughout my career.

Please let me know if there's anything I can do to help during the transition.

I wish all Parkdale School the best.

Sincerely,

Rossella Mora

DATE: July 24, 2023

TO: Board of Directors

FR: Board Chairperson Chrissy Reitz

RE: Approve Interim Superintendent Contract

#### **EXPLANATION:**

Board Chair Chrissy Reitz will present the Hood River County School District Board of Directors with a July 26, 2023 - June 30, 2024 contract for approval for Bill Newton to become the interim superintendent of the Hood River County School District.

PRESENTERS: Chrissy Reitz, Board Chair

**SUPPLEMENTARY** 

MATERIALS: Interim Superintendent Contract

RECOMMENDATION: It is recommended that the Board approve the new interim

superintendent contract.

PROPOSED MOTION: I move to approve the interim superintendent contract for Bill

Newton as presented.

# EMPLOYMENT CONTRACT BETWEEN BILL NEWTON AND HOOD RIVER COUNTY SCHOOL DISTRICT

THIS EMPLOYMENT CONTRACT is made this 21st day of July, 2023, between HOOD RIVER COUNTY SCHOOL DISTRICT, Hood River, Oregon (the "District"), acting by its Board of Directors (the "Board"), and BILL NEWTON ("Interim Superintendent"). The parties agree:

#### A. **RECITALS**

- 1. The District by law operates, controls, and supervises all public schools within Hood River County, Oregon.
- 2. The District is committed to excellence in all aspects of its educational mission and desires to maintain its reputation as one of Oregon's leading public school districts.
- 3. The District's interests will be best served by appointing a Interim Superintendent with a proven record of accomplishment and a reputation for excellence and integrity in all professional endeavors.
- 4. The parties desire to have a written contract of employment in order to enhance administrative stability and continuity within the District. The Board believes that stability generally improves the quality of its overall educational program. The Board and Interim Superintendent also believe that a written employment contract is necessary to describe their relationship and to serve as a basis of effective communication as they fulfill their respective duties.
- 5. In selecting Newton to serve as Interim Superintendent, the Board is relying on all information and materials furnished to the District in connection with his application, including materials and resume. Interim Superintendent represents that all such information submitted is accurate, complete, and authentic. The parties acknowledge the District's reliance on all such information and materials is reasonable, and if any information submitted proves to be materially inaccurate, it may form the basis for discipline up to, and including, termination.

#### B. TERMS, CONDITIONS AND COVENANTS

Now, therefore, in consideration of the mutual covenants and promises contained herein, the District and Interim Superintendent agree as follows:

- 1. **Term**. This Agreement will take effect as of July 26, 2023, and will remain in effect to and including June 30, 2024. This contract provides written notice, pursuant to ORS 342.513, that the contract will expire on June 30, 2024, unless extended by mutual agreement and by a vote of the Board prior to that date. Any extension or renewal that has the effect of changing the term of this contract shall be set forth in writing to be effective. In no case shall this contract be for a period of greater than three (3) years at any point in time. The board will meet with the Interim Superintendent no later than March 1, 2024 to discuss the Permanent Superintendent position and hiring process.
- 2. **Professional Certification**. Interim Superintendent shall hold a valid and appropriate certificate as defined in ORS 342.140 to act as a superintendent in the State of Oregon. Should Interim Superintendent fail to maintain such certificate in good standing, for any reason, the District may seek any appropriate remedy, up to and including termination.
- 3. **Duties**. Interim Superintendent shall successfully fulfill the following duties and responsibilities:
  - a. Interim Superintendent shall have charge of the administration of the District under the direction of the Board. Interim Superintendent shall be the chief executive officer of the Board and shall direct and assign the staff of the District, as well as organize, reorganize, and arrange the administrative and supervisory staff as best serves the District, subject to the approval of the Board.
  - b. Interim Superintendent shall select all personnel subject to the approval of the Board; shall suggest policy regulations, rules, and procedures deemed necessary for the well-ordering of the District; and in general perform all duties incident to the office of Superintendent and such other duties as may be prescribed by the Board.
  - c. Interim Superintendent shall attend all District Board meetings, unless the Board deems it in the best interests of the District to meet without the Interim Superintendent. Interim Superintendent shall also have the right to attend all Board and citizen committee meetings. Interim Superintendent shall serve as an ex-officio member of all Board committees and shall be

- entitled to provide administrative recommendations on each item of business considered by each of these groups.
- d. Interim Superintendent shall have the authority to accept the resignation of any licensed staff member, and to waive, on behalf of the District, the 60-day notice provision of ORS 342.553.
- e. Interim Superintendent shall have all the powers and duties related to superintendents as set forth in the Oregon Revised Statutes, the Oregon Administrative Rules, and the District's policies and procedures.
- f. Interim Superintendent shall cause the periodic evaluation of all District employees as provided for by Oregon law and District policies, and be responsible for all personnel matters, except those matters which the Board has the exclusive right to control by law.
- g. Interim Superintendent shall ensure the District rules and regulations are executed, that District policies are implemented and complied with, and that the goals, objectives, and performance and other standards adopted by the Board are achieved.
- h. Interim Superintendent shall keep the Board fully informed of significant District business and activities and provide the Board with such information and materials as the Board requests from time to time or as otherwise is reasonably required to evaluate proposals or recommendations made by Interim Superintendent to the Board.
- 4. **Outside Activities**. Interim Superintendent shall devote his time, attention, and energy to the business of the District. However, he may serve as a consultant to other districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other professional activities that are of a short-term duration at his discretion. For these activities in which Interim Superintendent receives remuneration of any kind, he shall utilize non-contract days or other leave to perform such activities and be solely responsible for any of the related expenses. For all other outside activities, the Board, in its discretion, may approve reimbursement of the expenses provided it is in the District's best interest. Under no circumstances shall Interim Superintendent be absent from the District for these activities for more than five (5) full working days in any school year without Board approval.
- 5. **Professional Growth of Interim Superintendent**. The District encourages the continuing professional growth of Interim Superintendent through his

participation in seminars, programs, courses, and related activities as appropriate in light of his responsibilities. Interim Superintendent may attend such professional activities at the state and local level, the expenses for which will be reimbursed by the District. In addition, the Board may identify areas in which it believes the Interim Superintendent should pursue professional development. The expenses associated with out-of-state programs and activities may be reimbursed by the District, with Board approval. The District also expects Interim Superintendent to continue professional development and to participate in relevant learning experiences at District expense, with Board approval. Interim Superintendent must submit an itemized expense statement in order to receive any requested reimbursement for such activities.

- 6. **Referral of Complaints**. The Board individually and collectively shall promptly refer to Interim Superintendent, for his study, recommendations, and subsequent action as may be necessary, all complaints, criticisms, and suggestions that are brought to its attention. The Board may, in its own discretion, withhold referral of complaints directed toward Interim Superintendent, but the Interim Superintendent shall be notified of such complaints. Interim Superintendent shall promptly report to the Board all matters pertinent to the Board's responsibility to oversee the operation of the District.
- 7. **Workyear**. Interim Superintendent shall be considered a 261-day, twelve-month employee, which includes twenty-five (25) days of vacation annually to be credited on July 1 of each year. No more than ten (10) days of unused vacation may be carried forward to the next contract year, for a maximum accrual of thirty-five (35) days. Additionally, the Interim Superintendent shall have the option to be compensated for up to ten (10) days of unused vacation time at the end of this contract.

### 8. Compensation.

- a. The salary paycheck of the Interim Superintendent will be issued on the 20<sup>th</sup> day of the month, or the last working day of the month prior to the 20<sup>th</sup> and shall be paid in twelve (12) equal installments.
- b. The District shall pay Interim Superintendent an annual salary of One Hundred Seventy Thousand Dollars (\$170,000) for the 2023-24 contract year. This annual salary rate shall be paid to Interim Superintendent in accordance with District policy. The District and Interim Superintendent may mutually agree to adjust the salary of Interim Superintendent during the term of the contract. Provided, however, Interim Superintendent shall not be paid less than the salary stated above, except in the event the

District Board imposes furlough days. In the event that the Board approves furlough days for other district administrators, the Interim Superintendent's salary will be decreased by 1/240 for each day he is not required to work. Any adjustment in salary made during the life of the contract shall be in the form of an amendment and become part of the contract, but it shall not be deemed that the District and Interim Superintendent have entered into a new contract or that the termination date of the existing contract has been extended, unless specifically stated.

- b. The District agrees to pay the six percent portion of the PERS employee's retirement contribution to the Pubic Employees Retirement System through the duration of this agreement, unless directed otherwise by the controlling legal or statutory authority.
- c. For the duration of this contract, the District shall pay into Interim Superintendent's designated Tax Sheltered Annuity (TSA) \$5,000 per year. Payment shall occur in twelve equal monthly installments, beginning in July of each year of the contract, and shall cease the month following Interim Superintendent's separation from employment with the District.
- 9. **Leaves and Fringe Benefits**. Interim Superintendent shall be entitled to the following fringe benefits:
  - a. Interim Superintendent shall be entitled to the non-financial leaves and employment benefits generally consistent with those offered to other administrative employees in accordance with District policies and procedures. Interim Superintendent shall accumulate sick leave as provided by Oregon law.
  - b. Interim Superintendent shall be provided with a \$500 per month automobile allowance in recognition of the travel-related expenses associated with his position. This automobile allowance shall be paid as a component of salary in the same manner as provided for in Section 9(a). The District will reimburse Interim Superintendent at the current IRS rate for all out-of-District travel upon presentation of the proper documentation and subject to approval by the Board or its designee.
  - c. Interim Superintendent shall be expected to maintain the ability to communicate with District stake-holders, including the Board, and to perform duties while away from his designated worksite. In furtherance of that requirement, Interim Superintendent will be provided with a technology stipend of \$100 each month to be used for the purchase of any

necessary resources to achieve these expectations.

d. Insurance: The District shall provide Interim Superintendent with coverage for medical dental, long-term disability and vision care with the same contribution limits ("cap") that applies to the District's other administrative personnel.

The District will pay premiums sufficient to obtain a \$100,000 term life insurance policy for Interim Superintendent in the same manner as it does with other administrative personnel.

The Interim Superintendent may apply to the District's long-term disability insurance program and, if accepted, the District shall pay premiums in the same manner and amount as it does with other administrative personnel.

e. Expenses While on District Business

Meal expenses while on District business, in or out of District, will be reimbursed at actual cost up to the applicable federal limitations, with proper documentation and subject to approval by the Board or its designee. Lodging, registration, travel, and other incidentals are expenses that Interim Superintendent may incur performing his duties. These expenses may be reimbursed by the District with proper documentation and subject to approval by the Board or its designee.

- 10. **Professional Liability**. Interim Superintendent and the District agree to the following conditions:
  - a. The District agrees that it shall defend, hold harmless, and indemnify Interim Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Interim Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while Interim Superintendent was acting within the scope of his employment, and excluding criminal litigation, and limited to the amount of liability insurance coverage which is within the authority of the Board to provide under state law. In no case will individual Board members be personally liable for indemnifying against such demands, claims, suits, actions, and legal proceedings.
  - b. If, in the good faith opinion of the Board, conflict exists regarding the legal position of Interim Superintendent and legal position of the District

in any claim as part of actual or threatened litigation, Interim Superintendent may engage counsel in which event the District shall indemnify Interim Superintendent for the costs of legal defense, subject to the same limitations, provisions, and exceptions set forth above. Interim Superintendent's choice of counsel shall be subject to Board approval and the contractual rights of the District's insurance carrier.

- c. The District shall not, however, be required to pay any costs of any legal proceedings in the event the District and Interim Superintendent have adverse interests in such litigation.
- d. Nothing in this section shall be interpreted to reduce or diminish the right to defense and indemnification that Interim Superintendent is otherwise entitled to under Oregon law.
- 12. **Evaluation**. Interim Superintendent shall be evaluated by the Board in accordance with the following provisions:
  - a. By October 1, 2023 the parties shall meet to discuss the District and Interim Superintendent goals and objectives for the ensuing year. Said goals and objectives shall be reduced to writing, approved by the Board, and be among the criteria by which Interim Superintendent is evaluated by the Board
  - b. The Board shall, by March 1, 2024, evaluate and assess in writing the performance of Interim Superintendent up to the date of the evaluation. The evaluation and assessments shall be related to the position description of Interim Superintendent and the applicable goals and objectives of the District for the past year. By mutual agreement between the Board and Interim Superintendent, the evaluation may take place in an executive session. Criteria for the evaluation of the Interim Superintendent's performance shall be adopted by the Board at meetings open to the public. Unless otherwise determined by the Board, the following schedule will be used:
    - Establish general goals and specific objectives.
    - Discuss and adopt evaluation format.
    - Conduct evaluation of Interim Superintendent.
  - c. If the Board determines that the performance of Interim Superintendent is unsatisfactory in any respect, it shall present Interim Superintendent in writing with reasonably detailed information regarding specific instances

that, in the opinion of the Board, reflect unsatisfactory performance. The evaluation may include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. Interim Superintendent shall have the right to make a written or oral response to the evaluation.

d. For the 2023-24 contract year, Interim Superintendent shall be provided with a mutually agreeable mentor at District expense to assist with his professional growth. The selected mentor shall not be responsible for the evaluation of Interim Superintendent.

#### 13. **Professional Dues**

- a. The District will pay the professional dues of two professional organizations identified by the Interim Superintendent.
- b. The District will pay the dues for local civic organizations with approval by the Board or its designee.
- c. Upon appropriate written request, the District shall deduct from the salary of the Interim Superintendent and make appropriate remittance for the following approved deductions: (1) Credit Union; (2) Life Insurance; (3) Medical Insurance; (4) Tax Sheltered Annuities; (5) Local Sports Clubs' Dues; (6) United Way Fund; and (7) IRC Section 125 expenditures.

The above will be deducted from the Interim Superintendent's pay in accordance with District policy and procedure. Interim Superintendent shall be solely responsible to ensure that the foregoing contributions comply with all state and federal regulations.

- 14. **Termination of Employment Contract**. The employment contract may be terminated by:
  - a. Mutual agreement of the parties.
  - b. The District may terminate this employment agreement for cause which means such conduct that is seriously prejudicial to and which substantially affects the fundamental mission of the District. Such conduct includes, but is not limited to, failure to comply with reasonable requirements to improve, to obtain reasonably necessary further training, to achieve reasonably necessary professional growth or failure to maintain in good standing a valid and appropriate license. If the District seeks to terminate

Interim Superintendent for cause it shall provide written notice at least ten (10) days prior to the effective date of termination. That notice must contain a statement of reasons constituting cause describing the alleged grounds with sufficient particularity as to afford the Interim Superintendent a reasonable opportunity to respond. The Interim Superintendent shall be entitled to a due process hearing before the Board together with a written decision setting forth the Board's decision and its reasons therefor.

- c. Circumstances where Interim Superintendent is unable to perform the essential functions of the job, with or without a reasonable accommodation, and he is not on an approved or statutory leave of absence, and a health care practitioner cannot provide a definite date by which Interim Superintendent will return to work.
- d. Interim Superintendent's Request for Early Termination. In the event Interim Superintendent intends to act to terminate his employment contract prior to its termination date, he shall provide District with no less than three (3) months written notice in advance. It is agreed that in the event of an unilateral resignation, Interim Superintendent shall be entitled only to compensation for days actually worked, any accrued and unused leave, and such other benefits as may be required by state law or regulation.
- e. **Right to Return to Former Position.** In the event the Board elects not to employ Interim Superintendent as Superintendent beyond June 30, 2024, Interim Superintendent shall have the option of returning to the position most recently held prior to assuming the Interim Superintendent position by notifying the Board of such intent within seven (7) days of the termination of this contract. This provision shall not serve to guarantee Interim Superintendent any duration of employment should he elect to return to his former position.
- 15. **Severability**. If during the term of the contract it is found that a specific clause of the contract is illegal under federal or state law, the remainder of the contract not affected shall remain in force.
- 16. **Waiver**. The waiver by either party of any provision of this agreement shall not operate as, or be construed as, a waiver of any subsequent breach thereof.
- 17. **Forum**. This agreement is entered into in Hood River County, Oregon, and shall be construed and interpreted in accordance with the laws of the State of Oregon.

- 18. **Breach**. Failure by either party to fulfill the obligations set forth in this agreement shall be considered a breach of this contract and will terminate the contract in accordance with the terms and conditions contained herein.
- 19. **Complete Agreement**. This contract embodies the entire agreement between the parties and, except as expressly provided herein, it cannot be varied except by written agreement of the parties.
- 20. **Notices**. All notices provided for by this agreement shall be made in writing either: (a) by actual delivery of the notice into the hands of the party entitled thereto; or (b) by sending notice by U.S. Certified Mail to the last known address of the party entitled thereto.

IN WITNESS WHEREOF, the District has caused the Employment Contract to be approved on its behalf by a duly authorized representative and Interim Superintendent has approved the Employment Contract effective on the day and year first written above.

#### HOOD RIVER COUNTY SCHOOL DISTRICT

AN —	Christine Reitz		
Bill Newton	By:Chair, Board of Directors		
07/21/2023	07/21/23		
 Date	Date		