

**BOARD OF EDUCATION
UMATILLA COUNTY SCHOOL DISTRICT 8R, HERMISTON**

There will be a Special Meeting of the
Board of Education of the Umatilla County School District 8R
at Hermiston School District Offices
Boardroom
305 S.W. 11th Street.
Hermiston, Oregon 97838
Monday, February 28, 2022, 6:00 PM

Briana Cortaberria
Executive Assistant to the
Superintendent and Board of Education

AGENDA

1. **CALL TO ORDER SPECIAL MEETING* (6:00 p.m.)** *Mr. Goller*
2. **EXECUTIVE SESSION (6:00 p.m.)** *Mr. Goller* **3**
3. **INTRODUCTORY ITEMS (6:30 p.m.)** *Mr. Goller*
 1. Pledge of Allegiance
 2. Adoption of Agenda **4**
4. **PRESENTATIONS AND COMMUNICATIONS (6:35 p.m.)**
 1. School Update *Ms. Roberts*
 2. Bond Projects Update *Mr. Rogers*
5. **REPORTS (7:20 p.m.)**
 1. Board of Education *Mr. Goller*

Board of Education Goals

 1. Academic Achievement. Schools will demonstrate continuous improvement in all measured areas for each student.
 2. Stewardship. Maintain sound fiscal stewardship of community resources consistent with board policy.
 3. Community. Schools will provide specific community outreach, at least twice annually, in culturally relevant ways to encourage parent/guardian partnerships in advancing student achievement.
 2. Superintendent's Office *Dr. Mooney*
 4. Face Covering Guidance
6. **PUBLIC COMMENTS (7:40 p.m.)** *Chair Goller* **5**

Welcome. This is the time we reserve in our meeting for public comment. Anyone wishing to address the board should stand and be recognized, then move forward to the microphone at the center table. Prior to making your comments, please state your first and last name, home address, and school or topic. Please limit your comments to a maximum of three (3) minutes and address them to me.

The Hermiston School District Board of Education also accepts public comment in writing to communications@hermiston.org prior to this meeting. Members of the community wishing to provide written comments submitted those statements to the district by 12:00 pm today.

* Timing of agenda is not meant to be time specific. Instead, the time identified is for pacing purposes only. The Board of Education may modify the agenda and the order in which items are taken for consideration.

** Consent agenda items are considered for action as an entire group. Details for these items are available for public inspection at the District Office.

*** Members of the public are invited to address the Board of Education during Public Comments.

Persons wishing to virtually address the board submitted their name electronically by 6:30 pm, prior to the Board meeting being called to order, using the Google Form accessible through the district website.

According to Board policy KL, any complaint regarding a specific employee of the Hermiston School District must be routed through the superintendent's office.

Is there anyone here tonight who would like to address the board?

7. STUDY ITEMS (8:00 p.m.)

1. District Talented & Gifted Plan *Mr. Farley & Mr. Greenough*
2. Contract Renewal Process *Mr. Bacon*
3. Financial Planning Parameters *Ms. Saul*
4. Board Advocacy Discussion *Mr. Goller*

8. ACTION ITEMS (9:20 p.m.)

1. Superintendent Evaluation 6
2. Superintendent Contract 9

9. CALENDAR/FUTURE ITEMS (9:35 p.m.)

1. Future Agenda Item Discussion *Mr. Goller*
2. Calendar Review *Ms. Cortaberria* 17

10. ADJOURN (9:40 p.m.)

ORS 192.660(2)(i): to review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing

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**BOARD OF EDUCATION
UMATILLA COUNTY SCHOOL DISTRICT #8R, HERMISTON
HERMISTON, OREGON**

February 28, 2022

2.0 EXECUTIVE SESSION

The board of education will now meet in executive session pursuant to the following Oregon Revised Statute(s):

	Statutory Citation	Subject	Media Permitted?
	ORS 192.660(2)(a)	To consider the employment of a public officer, employee, staff member or individual agent.	Yes
	ORS 192.660(2)(b)	To consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent who does not request an open hearing.	Yes
	ORS 192.660(2)(d)	To conduct deliberations with persons designated by the governing body to carry on labor negotiations.	No
	ORS 192.660(2)(e)	To conduct deliberations with persons designated by the governing body to negotiate real property transactions.	Yes
	ORS 192.660(2)(f)	To consider information or records that are exempt by law from public inspection.	Yes
	ORS 192.660(2)(h)	To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.	No
X	ORS 192.660(2)(i)	To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.	Yes
	ORS 192.660(2)(k)	To consider matters relating to school safety or a plan that responds to safety threats made toward a school.	Yes
	ORS 332.061(1)	To conduct a hearing to expel minor students or to examine confidential medical records	No

The Hermiston School District Board of Education will now meet in executive session pursuant to ORS **(per above)**. Representatives of the news media and designated staff shall be allowed to attend the executive session. All other members of the audience are asked to leave the room. Representatives of the news media are specifically directed not to report on or otherwise disclose any of the deliberations or anything said about these subjects during the executive session, except to state the general subject of the session as previously announced. No decision may be made in executive session, except for a student expulsion. At the end of the executive session, the board will return to open session and welcome the audience back into the room.

Attorney General's Public Records and Meetings Manual, p. K-9.

Board Policy BDC-AR: Executive Sessions – News Media
<http://policy.osba.org/hermiston/AB/BDC%20R%20G1.PDF>

**BOARD OF EDUCATION
UMATILLA COUNTY SCHOOL DISTRICT #8R, HERMISTON
HERMISTON, OREGON**

February 28, 2022

SUPERINTENDENT'S RECOMMENDATION

3.0 INTRODUCTORY ITEMS

3.2 TOPIC: Adoption of the Agenda

It is recommended.

RECOMMENDATION:

. that the Board of Education adopts the agenda as presented.

bc

**BOARD OF EDUCATION
UMATILLA COUNTY SCHOOL DISTRICT #8R, HERMISTON
HERMISTON, OREGON**

PUBLIC COMMENT GUIDELINES

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bc

**BOARD OF EDUCATION
UMATILLA COUNTY SCHOOL DISTRICT #8R, HERMISTON
HERMISTON, OREGON**

February 28, 2022

SUPERINTENDENT'S RECOMMENDATION

8.0 ACTION ITEMS

8.1 TOPIC: Superintendent Evaluation

It is recommended.

RECOMMENDATION:

. that the Board of Education approve the formal evaluation of Dr. Tricia Mooney, as superintendent of schools from July 2020 through June 2021.

Draft Motion: "I move that the Board of Education approve the formal evaluation of Dr. Tricia Mooney, as superintendent of schools from July 2020 through June 2021."

Motion for approval: Made by _____ Seconded by _____

Motion for rejection: Made by _____ Seconded by _____

Motion for further consideration: Made by _____ Seconded by _____

bc



Hermiston School District 8R

305 S.W. 11th Street, Hermiston, Oregon 97838

Phone: (541) 667-6000 Fax: (541) 667-6050

www.hermiston.k12.or.us

February 28, 2022

Dear Dr. Tricia Mooney,

The following letter is your formal evaluation from the Hermiston School District Board of Directors, referencing your superintendent service beginning July 2020 through June 2021. While the evaluation is intended to reflect your performance through the 2020-2021 school year, the board is also providing feedback of your performance through December 2021 with the hope that having more recent feedback may be helpful to you as we return to a more normal school year. The board appreciates your leadership in fostering a district culture that emphasizes high levels of student achievement. The board has been extremely pleased with your exceptional leadership in returning students to in-person instruction last spring.

The evaluation process was comprised of three components:

- The rating of eight professional standards using the descriptors from the OSBA Superintendent Evaluation Workbook
- The Hermiston School District goals
- Superintendent 360 surveys

Regarding the eight professional standards, the board determined that Dr. Mooney's performance was accomplished in the standards of effective organizational management and effective financial management. The board determined that Dr. Mooney's performance was effective in the areas of visionary district leadership, ethics and professional norms, inclusive district culture, culturally responsive instructional leadership and improvement, communication and community relations, as well as policy, governance, and advocacy.

The board would like to highlight Dr. Mooney's leadership with respect to culturally responsive instructional leadership and improvement (Standard 4), effective financial management (Standard 7), and policy, governance, and advocacy (Standard 8). Dr. Mooney has been instrumental in forming a cohesive and effective leadership team to address student achievement. The district continues to display sound financial stewardship as evidenced by a clean financial audit, the awarding of the Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association of the United States and Canada, and standing up a bond oversight committee to ensure funds related to current bond projects are spent in accordance with the district's commitment to the community. Dr. Mooney's statewide advocacy efforts during legislative sessions and through the Quality Education Commission also help to ensure Hermiston is well represented.

The board encourages Dr. Mooney to continue her intentional focus on communications and community relations. We celebrate the great relationships that have been cultivated with county and state government officials through Dr. Mooney's efforts. The board applauds her efforts to spend time in the community supporting community organizations and students involved in extracurricular activities. As compared to the prior year, communications have certainly improved as noted by the increased outreach into the community through listening sessions and community forums. The board believes there may still be some room for growth in this area and we encourage the community to continue to engage with the district in these outreach efforts.

**“Serving the needs of all children with rigorous program choices,
high expectations, mutual respect, and excellence in all endeavors.”**

The Hermiston School District has three approved goals, which comprise the second component of the evaluation process. The board recognizes Dr. Mooney's significant contributions toward improving academic achievement within the district as evidenced by continuing to support instructional coaches and deans of students in each of the elementary schools. This further allows principals to be the instructional leaders in their buildings. The district continues to prioritize professional development at all levels and Dr. Mooney models this through her own work with Dr. Peters and the Successful Practices Network. The board applauds the district for improved graduation rates that are above the state average and looks forward to continued growth in this area.

The second board goal focuses on maintaining sound fiscal stewardship of community resources. The board acknowledges Dr. Mooney's contributions to maintaining sound fiscal policies within the district, which are evidenced by a stellar audit report, maintenance of the targeted ending fund balance, and receipt of the Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association of the United States and Canada (GFOA) for the district's comprehensive annual financial report (CAFR). It has become the expectation of the board that the district will continue to achieve this level of recognition, and it does not take the outstanding work of Dr. Mooney and her team for granted.

The third board goal focuses on schools providing specific community outreach programs to engage the district's culturally diverse student population. The board is pleased with the outreach into the community through the highlighting of Career and Technical Education (CTE) programs at Hermiston High School during conferences, live streaming of meetings and student activities, and translation services. The board encourages the district to consider ways in which to further engage with families, being mindful of language and technology barriers.

The board appreciates Dr. Mooney's leadership and tireless work ethic, especially as the district continues to navigate the myriad challenges presented by COVID-19. As a board, we appreciate the extraordinary amount of time and effort Dr. Mooney has invested into the district to ensure we continue to serve our students to the best of our ability. We look forward to continuing this collaborative work in the years ahead.

Respectfully,

A handwritten signature in black ink, appearing to read "Josh Goller". The signature is written in a cursive style with a large initial "J".

Josh Goller
Board Chairman

**BOARD OF EDUCATION
UMATILLA COUNTY SCHOOL DISTRICT #8R, HERMISTON
HERMISTON, OREGON**

February 28, 2022

SUPERINTENDENT'S RECOMMENDATION

8.0 ACTION ITEMS

8.2 TOPIC: Superintendent Contract

It is recommended.

RECOMMENDATION:

. that the Board of Education approve the employment contract of Superintendent of Schools Dr. Tricia Mooney, for the period of July 1, 2022, through June 30, 2025.

Draft Motion: "I move that the Board of Education approve the employment contract of Superintendent of Schools Dr. Tricia Mooney, for the period of July 1, 2022, through June 30, 2025."

Motion for approval: Made by _____ Seconded by _____

Motion for rejection: Made by _____ Seconded by _____

Motion for further consideration: Made by _____ Seconded by _____

bc

**EMPLOYMENT CONTRACT
BETWEEN
PATRICIA G. MOONEY
AND THE
GOVERNING BOARD OF THE
HERMISTON SCHOOL DISTRICT #8R
HERMISTON, OREGON**

This Employment Contract ("CONTRACT"), was made and entered into this 28th day of February, 2022 (hereinafter "Effective Date"), by and between the Governing Board of the Hermiston School District #8R, hereinafter referred to as BOARD, or DISTRICT, respectively, and Patricia G. Mooney, hereinafter referred to as SUPERINTENDENT.

WHEREAS, DISTRICT desires to provide SUPERINTENDENT with a written Employment Contract in order to enhance administrative stability and continuity within the schools which DISTRICT believes generally improves the quality of its overall educational program; and,

WHEREAS, DISTRICT and SUPERINTENDENT believe that a written Employment Contract is necessary to describe 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 schools.

NOW, THEREFORE, in consideration of the mutual promises contained herein and in accordance with its action as found in the minutes of the meeting on February 28, 2022, the DISTRICT employs the SUPERINTENDENT as Superintendent of Schools in and for said DISTRICT, and the SUPERINTENDENT hereby accepts such employment upon the terms and conditions as follows:

1. **SALARY.** The SUPERINTENDENT shall be paid an annual base salary of \$182,970 for the period July 1, 2022, to June 30, 2023. Annual base salary for subsequent years of this CONTRACT shall be adjusted commensurate with the Hermiston School District Administrative agreement for subsequent years unless otherwise determined by the BOARD no later than April 30 of each year through specific action as an outgrowth of the annual evaluation process. The annual salary shall be paid in twelve (12) equal installments in accordance with the rules of the BOARD regarding payment of other professional staff in the DISTRICT. In accordance with this CONTRACT, the SUPERINTENDENT agrees to perform faithfully the duties of SUPERINTENDENT and to serve as Chief Executive Officer of the DISTRICT.
2. **TERM.** The School Board hereby employs, and the Superintendent hereby accepts employment as Superintendent of the Hermiston School District commencing on July 1, 2022 and ending on June 30, 2025. The School Board, at its sole discretion may renew or not renew this contract during the month of February for an additional year.
3. **SUPERINTENDENT'S LICENSE.** The SUPERINTENDENT shall maintain throughout the life of the contract a valid and appropriate license, as defined in the Oregon Revised Statutes and the Teacher Standards and Practices Commission Rules for Licensure, to act as SUPERINTENDENT in

the State of Oregon as directed by the BOARD. Should the SUPERINTENDENT fail to maintain such a license in good standing, the DISTRICT has the right to void this agreement or place the SUPERINTENDENT on unpaid leave of absence until proper licensure is restored.

4. **DUTIES AND RESPONSIBILITIES.** The SUPERINTENDENT shall be the chief executive officer of the DISTRICT. As such, the SUPERINTENDENT shall have the primary responsibility for execution of Board policy, whereas the BOARD shall retain the primary responsibility for formulating and adopting that policy. The SUPERINTENDENT will have complete freedom, subject to approval by the BOARD, to organize, reorganize and arrange the staff including administration, instruction, and business affairs, which in the SUPERINTENDENT'S judgment best serves the DISTRICT. The SUPERINTENDENT will, subject to BOARD approval, have the responsibility for all personnel matters, including, selection, assignment, transfer, and termination of classified, confidential, licensed and supervisory personnel in the DISTRICT, in keeping with collective bargaining agreements. Both parties agree that said employee shall perform the duties of the SUPERINTENDENT in and for the DISTRICT as prescribed by the laws of the State of Oregon and by the rules and regulations made hereunder by the BOARD.
5. **OTHER PROFESSIONAL ACTIVITIES.** The Superintendent shall devote her time, attention and energy to the business of the District. However, subject to prior School Board approval or as otherwise provided by District policy, she may serve as a consultant to other districts or educational agencies, lecture, engage in writing and speaking activities and speaking engagements, and engage in other activities that are of short-term duration. The School Board will not be responsible for any expenses attendant to the performance of such outside activities.
6. **COMPLAINTS.** The BOARD, individually and collectively, will refer promptly all criticisms, complaints and suggestions called to its attention to the SUPERINTENDENT for study and recommendations. Any complaint against the SUPERINTENDENT will follow the DISTRICT complaint procedure (AC-AR).
7. **EVALUATION.** Annually, and not later than August 30, the Board shall, in consultation with the SUPERINTENDENT, establish general goals and specific objectives for the school year. The goals and objectives shall be established in writing and be among the criteria for evaluation of the employee.

Standard criteria and policy directives to be used in evaluating the SUPERINTENDENT shall have been adopted by the School Board in meetings open to the public.

If at any time in the opinion of the majority of the BOARD, the SUPERINTENDENT's services are unsatisfactory, she shall be notified in writing and given a reasonable opportunity to correct the condition.

Annually by February 1, the BOARD and SUPERINTENDENT shall meet in executive session, or open session if desired by the SUPERINTENDENT, for the purpose of evaluation of the performance of the SUPERINTENDENT and expressing the recommendations and observations on how such job performance may be improved. The SUPERINTENDENT shall be evaluated on her job performance and progress toward goals and objectives, as set by the BOARD.

8. **VACATION AND LEAVES.** The SUPERINTENDENT shall work 225 days of full and regular service during the fiscal year, July 1 through June 30. The Calendar shall have designated 225 work days, nine holidays (New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day) and the remaining are designated as vacation days.

Sick leave shall accumulate at the rate of one day per contract month and be administered in accordance with ORS 332.507. Unlimited accumulation of Sick Leave is allowed.

A maximum of seven (7) paid days Family/Bereavement Leave will be allowed for illness or death in the immediate family. Members of the immediate family are defined as follows: spouse, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, grandparents, grandchildren, and relatives living in the immediate household. One day of Family/Bereavement Leave for others not listed may be granted. Family/Bereavement Leave is not accumulative.

The SUPERINTENDENT will be given three (3) personal leave days per year. At the conclusion of each school year, she may carry forward no more than two (2) unused personal leave days of the three (3) leave days allotted. Personal leave will be permitted to accumulate to five (5) days.

The SUPERINTENDENT may accumulate and carry forward no more than ten (10) days of vacation from year to year. SUPERINTENDENT, in her sole discretion, may cash out a maximum of ten (10) vacation days per fiscal year at the SUPERINTENDENT'S daily rate of pay. The daily rate of pay will be calculated for each fiscal year in accordance with DISTRICT practice for all fifty-two (52) week employees.

The SUPERINTENDENT shall not schedule vacation time during the two weeks prior to the first day of school and for no more than 10 vacation days during all regularly scheduled school days. The SUPERINTENDENT shall not schedule more than five (5) consecutive days without prior approval from the BOARD.

9. **PROFESSIONAL GROWTH.** The DISTRICT encourages the continuing professional growth of SUPERINTENDENT through her participation, as she might decide in light of her responsibilities as SUPERINTENDENT, in:

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

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

Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of SUPERINTENDENT to perform her professional responsibilities for DISTRICT.

In its encouragement, DISTRICT shall permit a reasonable amount of release time for SUPERINTENDENT to attend such matters and pay for the necessary fees for travel and subsistence expenses, as approved by DISTRICT in the annual budget. SUPERINTENDENT shall keep a current record available to the BOARD of all such release time utilized by

SUPERINTENDENT. Attendance at meetings outside of Oregon, Washington and Idaho shall require Board approval. The Board expects the Superintendent to continue professional development and to participate in relevant learning experiences. The SUPERINTENDENT shall be entitled to full reimbursement of all expenses incurred for such purpose and shall file an itemized expense statement with the District Business Manager.

10. **COMMUNITY SERVICE.** The SUPERINTENDENT shall become involved in community affairs on behalf of the DISTRICT. A general overview of this involvement shall be provided to the BOARD each year as a part of the evaluation process. Dues for participation in community organizations shall be provided by the DISTRICT. Suggested organizations:
 - Hermiston Chamber of Commerce
 - Local service organization of the SUPERINTENDENT'S choice

11. **FRINGE BENEFITS.** The SUPERINTENDENT shall be entitled to participate in the following fringe benefits:
 - A. Health Benefits. The DISTRICT shall pay the premium for SUPERINTENDENT and her dependents for family coverage for, dental, vision, health insurance, and other personal benefits that are received by other professional employees of the DISTRICT. Superintendent may choose to participate in an authorized HRA-VEBA arrangement with the same reimbursement provisions authorized by the BOARD for other administrative employees.
 - B. Public Employment Retirement System (PERS). The DISTRICT shall pay the employee and employer portion of PERS. In the event that the DISTRICT is precluded by legislation from paying the employee (6%) portion, the SUPERINTENDENT shall be entitled to a six percent increase in salary.
 - C. Annuity. The DISTRICT, at the request of the SUPERINTENDENT and in accordance with Oregon State Law, shall provide compensation to SUPERINTENDENT of six and one half percent (6.5%) of the base salary as designated by SUPERINTENDENT for payment into a tax-deferred annuity (e.g., 403(b)) or other qualifying investment program as selected by SUPERINTENDENT.
 - D. Cell Phones. The DISTRICT will provide a cell phone allowance for the SUPERINTENDENT that is comparable to the plan provided in the agreement with other administrators.
 - E. Transportation Expenses. The DISTRICT shall pay a travel allowance of five hundred dollars (\$500) monthly, to cover travel in Umatilla and Morrow (Oregon) counties and Benton, Franklin, and Walla Walla (Washington) counties in performance of her duties. For travel outside these counties, SUPERINTENDENT shall be paid at the rate approved by the Internal Revenue Service (IRS) for travel required to fulfill official DISTRICT business. DISTRICT shall make said payments directly to SUPERINTENDENT. The SUPERINTENDENT shall furnish her own transportation.
 - F. Long Term Disability. The SUPERINTENDENT will be required to participate and self-pay into the District's Long Term Disability Insurance program. Annually the district will adjust the SUPERINTENDENT's salary accordingly so that the required self-pay program does not result

in a decrease to their annual salary noted above.

G. Doctoral Stipend. The Superintendent shall be paid an annual stipend of \$5,000 for an earned doctorate in education or similar field.

H. Other benefits regularly provided to Administrative employees of the DISTRICT.

12. **MEMBERSHIP DUES.** The District shall pay the cost of the Superintendent's annual dues to participate in the following organizations:

A. Confederation of Oregon School Administrators (COSA)

B. Oregon Association of School Executives (OASE)

C. American Association of School Administrators (AASA)

13. **RESIDENCY REQUIREMENT.** The SUPERINTENDENT is required to maintain full-time residency in the Hermiston School District.

14. **LEGAL FEES.** If suit or action is instituted in connection with any controversy arising out of this CONTRACT the prevailing party shall be entitled to recover, in addition to costs, such sum as the Court may adjudge reasonable as attorney's fees, including such attorney's fees on appeal to the Court of Appeals and/or Supreme Court.

15. **PROFESSIONAL LIABILITY.**

A. DISTRICT agrees that it shall defend, hold harmless, and indemnify SUPERINTENDENT from any and all demands, claims, suits, actions, and legal proceedings brought against SUPERINTENDENT in her official capacity as agent and employee of the DISTRICT, provided the incident arose while SUPERINTENDENT was acting within the scope of her employment and excluding criminal litigation and limited to the maximum amount of liability insurance coverage that is within the authority of the Board to provide under State law, as amended by state law from time to time. In no case, will individual Board members be personally liable for indemnification against such demands, claims, suits, actions, and legal proceedings.

B. If, in the good faith judgment of the DISTRICT, as determined by its Board, conflict exists regarding the defense of such claim between the legal position of the SUPERINTENDENT and the legal position of the DISTRICT in any actual or threatened litigation, the SUPERINTENDENT may engage counsel approved by the DISTRICT (which approval shall not be unreasonably withheld), and in such an event, DISTRICT shall indemnify the SUPERINTENDENT for the costs of legal defense.

16. **TERMINATION OF EMPLOYMENT CONTRACT.** The SUPERINTENDENT's employment contract may be terminated at the BOARD's discretion by:

A. Retirement. The SUPERINTENDENT shall give DISTRICT a minimum of nine months' notice of intent to retire. SUPERINTENDENT agrees not to retire before the completion of a school year.

- B. Termination by Superintendent. The SUPERINTENDENT may resign and terminate the Employment Contract upon giving the DISTRICT written notice at least **45** days before the date of termination.
 - C. Expiration. Expiration of SUPERINTENDENT's contract following board action to non-extend contract.
 - D. Termination For Cause. The District may terminate the Superintendent for cause, which means such conduct that is seriously prejudicial to the District and includes, and of the grounds provided in ORS 342.865 that would allow for termination of a contract administrator. If the District seeks to terminate the 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 Superintendent a reasonable opportunity to respond. The 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 therefore.
17. **NOTICES.** All notices or other communications provided for in this CONTRACT to be given or sent to a party by the other party shall be deemed validly given or sent, if in writing and hand-delivered or mailed, postage prepaid, by registered or certified United States mail, return receipt requested, addressed to the parties at their respective addresses. Any party may give notice to the other party at any time by the methods specified above, a change in the addresses at which, or the person to whom, notices to be addressed as follows: If to SUPERINTENDENT, at home of record; if to BOARD, to Board Chairman c/o Hermiston School District.
18. **ENTIRE AGREEMENT.** This CONTRACT contains the entire understanding between the parties with respect to the employment of SUPERINTENDENT by DISTRICT, and supersedes all prior and contemporaneous agreements and understandings, inducements and conditions, express or implied, oral or written with respect to said employment. There are no representations, warranties or commitments, except as set forth or referred to herein. The express terms of this CONTRACT control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms in the CONTRACT.
19. **MODIFICATION.** This CONTRACT may not be amended or modified other than by a written agreement fully executed by DISTRICT and SUPERINTENDENT.
20. **GOVERNING LAW.** This CONTRACT shall be deemed to have been executed and delivered within the State of Oregon, and the rights and obligations of the parties under this Contract shall be construed and enforced in accordance with, and governed by, the laws of the State of Oregon without regard to principles of conflicts of laws.
21. **INVALIDITY.** If any paragraph or part of this agreement is invalid, it shall not affect the remainder of said agreement, but said agreement shall remain binding and effective against all parties.
22. **SIGNATURES AND COUNTERPARTS.** The parties acknowledge and agree that this CONTRACT may be executed by facsimile and in counterparts, all of which shall constitute one instrument and shall be deemed to be an original.
23. **ADVICE OF COUNSEL.** SUPERINTENDENT and DISTRICT acknowledge the this is a legally binding CONTRACT, and further acknowledge and agree that they may consult with legal counsel of their choice.

IN WITNESS WHEREOF, DISTRICT has caused this Employment Contract to be approved in its behalf by a duly authorized officer and SUPERINTENDENT has approved this Employment Contract effective on the day and year specific in the preamble to this Agreement.

Superintendent's Signature Date

Board Representative Signature Date

Board Members

Mon Feb 28, 2022

6:30pm - 8pm Board Special Meeting

Where: DO Boardroom
Calendar: Board Members
Created by: Briana Cortaberria

Tue Mar 1, 2022

7pm - 9pm HHS Choir Concert

Where: HHS Auditorium
Calendar: Board Members
Created by: Briana Cortaberria

Wed Mar 2, 2022

6pm - 8pm Distinguished Citizens Awards Gala

Where: Hermiston Community Center, 415 S Hwy 395, Hermiston, OR 97838, USA
Calendar: Board Members
Created by: Briana Cortaberria

Sat Mar 5, 2022

5pm - 10pm Hermiston Sports Boosters Banquet

Where: Eastern Oregon Trade and Event Center, 1705 E Airport Rd, Hermiston, OR 97838, USA
Calendar: Board Members
Created by: Briana Cortaberria

Mon Mar 7, 2022

8:30am - 9:30am Finance Committee Meeting

Where: Superintendent's Conference Room
Calendar: Board Members
Created by: Briana Cortaberria

Wed Mar 9, 2022

8am - 9am Board Agenda Review

Where: DO Supt's CR
Calendar: Board Members
Created by: Briana Cortaberria

Mon Mar 14, 2022

6:30pm - 8pm Board Regular Meeting

Calendar: Board Members
Created by: Briana Cortaberria

Tue Mar 15, 2022

8am - 8:30am KOHU Odds & Ends Show

Where: KOHU
Calendar: Board Members
Created by: Briana Cortaberria
Who: Tricia Mooney, kohunews@gmail.com

Wed Mar 16, 2022

8am - 9am Board Meeting Debrief

Where: DO Supt's CR
Calendar: Board Members
Created by: Briana Cortaberria

Thu Mar 17, 2022

7am - 8am HAT/HSD Meeting

Where: DO Boardroom
Calendar: Board Members
Created by: Briana Cortaberria

Board Members

Mon Mar 28, 2022

6:30pm - 8pm Board Special Meeting

Where: DO Boardroom
Calendar: Board Members
Created by: Briana Cortaberria

Mon Apr 4, 2022

8:30am - 9:30am Finance Committee Meeting

Where: Superintendent's Conference Room
Calendar: Board Members
Created by: Briana Cortaberria

Wed Apr 6, 2022

8am - 9am Board Agenda Review

Where: DO Supt's CR
Calendar: Board Members
Created by: Briana Cortaberria

Mon Apr 11, 2022

6:30pm - 8pm Board Regular Meeting

Calendar: Board Members
Created by: Briana Cortaberria

Tue Apr 12, 2022

8am - 8:30am KOHU Odds & Ends Show

Where: KOHU
Calendar: Board Members
Created by: Briana Cortaberria
Who: Tricia Mooney, kohunews@gmail.com

Wed Apr 13, 2022

8am - 9am Board Meeting Debrief

Where: DO Supt's CR
Calendar: Board Members
Created by: Briana Cortaberria

Thu Apr 14, 2022

6pm - 7:30pm District Music Concert Placeholder

Calendar: Board Members
Created by: Briana Cortaberria

Mon Apr 18, 2022

6pm - 8pm Listening & Learning Placeholder

Where: DO Boardroom
Calendar: Board Members
Created by: Briana Cortaberria

Thu Apr 21, 2022

7am - 8am HAT/HSD Meeting

Where: DO Boardroom
Calendar: Board Members
Created by: Briana Cortaberria

Mon Apr 25, 2022

6:30pm - 8pm Board Special Meeting

Where: DO Boardroom
Calendar: Board Members
Created by: Briana Cortaberria

Board Members

Mon May 2, 2022

8:30am - 9:30am Finance Committee Meeting

Where: Superintendent's Conference Room
Calendar: Board Members
Created by: Briana Cortaberria

6:30pm - 8pm Formal Budget Committee Meeting

Where: HSD District Office Boardroom
Calendar: Board Members
Created by: Briana Cortaberria

Wed May 4, 2022

8am - 9am Board Agenda Review

Where: DO Supt's CR
Calendar: Board Members
Created by: Briana Cortaberria

Mon May 9, 2022

6:30pm - 8pm Board Regular Meeting

Calendar: Board Members
Created by: Briana Cortaberria

Tue May 10, 2022

8am - 8:30am KOHU Odds & Ends Show

Where: KOHU
Calendar: Board Members
Created by: Briana Cortaberria
Who: Tricia Mooney, kohunews@gmail.com

Wed May 11, 2022

8am - 9am Board Meeting Debrief

Where: DO Supt's CR
Calendar: Board Members
Created by: Briana Cortaberria

Mon May 16, 2022

6:30pm - 7:30pm Formal Budget Committee Meeting

Where: HSD District Office Boardroom
Calendar: Board Members
Created by: Briana Cortaberria

Thu May 19, 2022

7am - 8am HAT/HSD Meeting

Where: DO Boardroom
Calendar: Board Members
Created by: Briana Cortaberria

Mon May 23, 2022

6:30pm - 8pm Board Special Meeting

Where: DO Boardroom
Calendar: Board Members
Created by: Briana Cortaberria

Sun	Mon	Tue	Wed	Thu	Fri	Sat
27	28 6:30pm - Board Special	1 7pm - HHS Choir Concert @	2 6pm - Distinguished Citizens	3	4	5 5pm - Hermiston Sports
6	7 8:30am - Finance Committee	8	9 8am - Board Agenda Review @	10	11	12
13	14 6:30pm - Board Regular	15 8am - KOHU Odds & Ends	16 8am - Board Meeting Debrief	17 7am - HAT/HSD Meeting @ DO	18	19
20	21	22	23	24	25	26
27	28 6:30pm - Board Special	29	30	31	1	2

Sun	Mon	Tue	Wed	Thu	Fri	Sat
27	28 ● 6:30pm - Board Special	29	30	31	1	2
3	4 ● 8:30am - Finance Committee	5	6 ● 8am - Board Agenda Review @	7	8	9
10	11 ● 6:30pm - Board Regular	12 ● 8am - KOHU Odds & Ends	13 ● 8am - Board Meeting Debrief	14 6pm - District Music Concert	15	16
17	18 ● 6pm - Listening & Learning	19	20	21 ● 7am - HAT/HSD Meeting @ DO	22	23
24	25 ● 6:30pm - Board Special	26	27	28	29	30

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 ● 8:30am - Finance Committee 6:30pm - Formal Budget	3	4 ● 8am - Board Agenda Review @	5	6	7
8	9 ● 6:30pm - Board Regular	10 ● 8am - KOHU Odds & Ends	11 ● 8am - Board Meeting Debrief	12	13	14
15	16 6:30pm - Formal Budget	17	18	19 ● 7am - HAT/HSD Meeting @ DO	20	21
22	23 ● 6:30pm - Board Special	24	25	26	27	28
29	30	31	1	2	3	4