

Gresham-Barlow



School District

BOARD OF EDUCATION

Board Work Session

AGENDA

June 7, 2018

BOARD OF EDUCATION

June 7, 2018

Regular Board Meeting / Work Session – 6 p.m.

**Large Conference Room
Public Safety and Schools Building
1331 NW Eastman Parkway, Gresham, OR**

I. CALL TO ORDERII. ROLL CALL

_____ Kris Howatt, Chair	_____ Kathy Ruthruff, Director
_____ Sharon Garner, Vice-Chair	_____ Blake Petersen, Director
_____ Carla Piluso, Director	
_____ John Hartsock, Director	
_____ Matt O'Connell, Director	_____ A. Katrise Perera, Superintendent

III. APPROVE MEETING AGENDAIV. ACTION ITEMSFirst Reading

1. Administrator Contract Addenda	Howatt
2. Superintendent Contract Addendum	Howatt
3. Superintendent Upcoming Travel	Howatt

V. INFORMATION ITEMS

None n/a

VI. DISCUSSION ITEMS

4. Policy DLC-AR Expense Reimbursement	Ketelsen
5. West Gresham Elementary and Damascus Middle School Facilities	Board
6. Future Agenda Topics	Board

VII. ANNOUNCEMENTS

Jun. 7, 2018: Budget Hearing – 6:45 p.m.
Council Chambers Conference Room
Public Safety and Schools Building

Jun. 7, 2018: Regular Board Meeting - 7 p.m.
Council Chambers
Public Safety and Schools Building

VIII. ADJOURN

GRESHAM-BARLOW SCHOOL DISTRICT
1331 NW Eastman Parkway
Gresham, OR 97030-3825

TO: Board of Directors

FROM: A. Katrise Perera
Kris Howatt

DATE: June 7, 2018

RE: No. 1 – Administrator Contract Addenda

EXPLANATION: Time has been set-aside on this evening's agenda for board members to review the 2017 – 2020 contract addenda for the Deputy Superintendent and Chief Financial office.

PRESENTER: Kris Howatt

SUPPLEMENTARY
MATERIALS:

1. Deputy Superintendent 2017 – 2020 Contract and Addendum
2. Chief Financial Officer 2017 – 2020 Contract and Addendum

RECOMMENDATION: The administration recommends approving the Addenda to the 2017 – 2020 Deputy Superintendent and Chief Financial Officer Contracts.

REQUESTED ACTION: Move to approve the 2017 – 2020 Contract Addenda for the Deputy Superintendent and Chief Financial officer.

Or

Move to approve the 2017 – 2020 Contract Addenda for the Deputy Superintendent and Chief Financial officer with the deletion of the No Cause Termination of Contract.

:sa



2017-2020 EMPLOYMENT AGREEMENT
between
GRESHAM-BARLOW SCHOOL DISTRICT 10 JT.
and
JAMES HIU AS DEPUTY SUPERINTENDENT

This Agreement is made and entered into this 1st day of July 2017, by and between GRESHAM-BARLOW SCHOOL DISTRICT 10 JT, hereinafter referred to as the "District," and James Hiu, hereinafter referred to as "Deputy Superintendent."

1. Purpose

The purpose of this Agreement is to set forth the terms agreed upon between the District and the Deputy Superintendent in providing services to the District.

2. Term of Agreement

The employment of the Deputy Superintendent shall commence on July 1, 2017, and continue until June 30, 2020. This agreement may be subject to annual extensions at the mutual agreement of the District and the Deputy Superintendent, but in no case shall be for a term to exceed three (3) years. To be effective, any such extension must be in writing.

3. Compensation

Commencing July 1, 2017, for a period of 12 months, the Deputy Superintendent's annual salary shall be \$143,790. The annual rate for years beyond 2017-18 shall be mutually agreed upon by the District and Deputy Superintendent. In addition, the District will pay Employee's share (6%) of the Public Employees Retirement System (PERS) contribution.

4. Fringe Benefits

The Deputy Superintendent shall receive a district-paid tax-sheltered annuity in the prorated amount of \$750 per month, or \$9,000 per year.

An expense stipend of \$125 per month will be provided to cover the general expenses associated with the regular duties of the Deputy Superintendent.

The district shall pay a \$250 monthly allotment for mileage within the tri-county area. Outside the tri-county (Multnomah, Clackamas and Washington counties) area, reimbursement shall be at the then current IRS rate.

The district shall pay a stipend of \$80 per month for cell phone data plan.

The Deputy Superintendent shall be entitled to participate in all insurance programs provided other administrative employees of the District and at the same District contribution level, as stipulated in the current Memorandum of Understanding Between the Association of Gresham School Administrators (AGSA) and Gresham-Barlow School District #10 Jt., including health, life, and disability insurance. The Deputy Superintendent shall also be provided with leaves as set forth in the AGSA Memorandum of Understanding.

5. Deputy Superintendent Responsibilities

The Deputy Superintendent shall have those duties and responsibilities set forth in the applicable job description, or as otherwise assigned and directed by the District Superintendent.

6. Professional Growth

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

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

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

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

In its encouragement, the District shall, at its sole discretion, permit release time for the Deputy Superintendent as appropriate to attend to such matters, and the District shall pay for the necessary membership, tuition, travel, and subsistence expenses. Such professional growth expenses shall be limited to amounts budgeted for that purpose in the Deputy Superintendent's budget. The Deputy Superintendent will prepare, no later than July 31 of each year, and share with the Superintendent, a tentative calendar, indicating planned travel and vacation time, and will alert the Superintendent to any subsequent changes. District payment for tuition leading to an advanced degree must be preauthorized by the Superintendent. Should the Deputy Superintendent choose to discontinue employment with the district (unless due to retirement through the PERS system) after completion of the district-funded advanced degree, upon request from the district the Deputy Superintendent will refund the district up to the total cost of tuition for the degree from the previous three school years.

7. Contract Year

The Deputy Superintendent shall be obligated to render to the District two hundred sixty (260) days of service annually, including District holidays (currently 10), twenty (20) days annually of vacation, and five (5) on-call days. As provided in the AGSA MOU, up to ten (10) vacation days may be carried over into the following fiscal year. Employee may choose to be paid for a maximum of ten (10) unused vacation days upon separation of employment.

8. Compliance with AGSA Agreement

Except as specifically set forth in this Agreement, the benefits, leaves, evaluation, terms and conditions associated with the Deputy Superintendent's employment with the District shall be consistent with and as set forth in the agreement between the District and the Association of Gresham School Administrators (AGSA).

9. Termination of Employment Contract

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

B. *No cause termination of Contract.* The Board may, upon the recommendation of the Superintendent, at its option and for any reason deemed in good faith sufficient, terminate this contract without a pre-termination or post-termination hearing. If such unilateral action is to be taken, the Board shall provide the Deputy with twelve (12) calendar months' notice prior to the termination becoming effective. The District may, at its discretion, relieve the Deputy Superintendent of his/her duties during part or all of the 12-calendar-months' period. If requested by the Deputy Superintendent, the Board shall review the termination with him/her in executive session.

C. *Termination at the request of the Deputy Superintendent.* In the event the Deputy Superintendent intends to act to terminate this employment contract prior to its termination day, he/she will notify the Superintendent immediately when he/she intends to seek other employment and, regardless of the reasons for terminating this contract, shall give the District no less than sixty (60) days written notice in advance of leaving employment with the District. It is agreed that such request will be accepted by the District. The Deputy Superintendent shall notify the District no less than six months prior to his/her intended date of retirement. The Deputy Superintendent will be paid for days actually worked and holidays that occur prior to contract termination.

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

10. Applicable Law

This Agreement is subject to all applicable laws of the State of Oregon, rules and regulations of the State Board of Education, and policies of the District and of the Board.

11. Professional Liability

The District shall hold harmless and indemnify the Deputy Superintendent from any and all demands, claims, suits, and legal proceedings brought against the Deputy Superintendent in his/her individual capacity or in his/her official capacity as agent and employee of the District, provided the incident arose while the Deputy Superintendent was acting within the scope of employment. In no case will individual Board members be considered personally liable for indemnifying the Deputy Superintendent against such demands, claims, suits, actions, and legal proceedings.

12. Notices

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

James K. Hiu
1426 SE 26th Drive
Gresham, OR 97080

Superintendent
Gresham-Barlow School District 10 Jt.
1331 NW Eastman Parkway
Gresham, OR 97030-3825

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

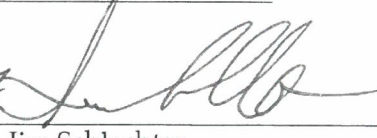
13. Amendment

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

EMPLOYEE SIGNATURE

FOR THE DISTRICT

 5/18/17
James K. Hiu Date
Deputy Superintendent

 5-18-17
Jim Schlachter Date
Superintendent

 06-08-2017
Carla C. Piluso, Chair Date
Board of Directors

JS:lc 05/11/2017



2017-2020 EMPLOYMENT AGREEMENT ADDENDUM "A"
between
GRESHAM-BARLOW SCHOOL DISTRICT 10 JT.
and
JAMES HIU AS DEPUTY SUPERINTENDENT

This Amendment to the 2017-2020 Employment Agreement is made and entered into this 1st day of May, 2018, by and between GRESHAM-BARLOW SCHOOL DISTRICT 10 JT, hereinafter referred to as the "District," and JAMES HIU, hereinafter referred to as "Deputy Superintendent."

The 2017-2020 Employment Agreement will be amended effective July 1, 2018.

1. Purpose

The purpose of this Amendment is to set forth the terms agreed upon between the District and the Deputy Superintendent in providing services to the District.

2. **Section 2 of the July 2017 Agreement is deleted and replaced by the following new Section 2:**

Term of Agreement

The 2017-2020 Employment Agreement shall be extended for a period of one additional year from July 1, 2020 to June 30, 2021 when it expires. The employment of the Deputy Superintendent shall commence on July 1, 2017, and continue until June 30, 2021. This agreement may be subject to annual extensions at the mutual agreement of the District and the Deputy Superintendent, but in no case shall be for a term to exceed three (3) years. To be effective, any such extension must be in writing.

3. **Section 3 of the July 2017 Agreement is deleted and replaced by the following new Section 3:**

Compensation

Effective July 1, 2018, the Deputy Superintendent's annual salary shall be increased by 1.5%. Commencing July 1, 2018, for a period of 12 months, the Deputy Superintendent's annual salary shall be \$145,946.85. The annual rate for years beyond 2018-19 shall be mutually agreed upon by the District and Deputy Superintendent. In addition, the District will pay Employee's share (6%) of the Public Employees Retirement System (PERS) contribution.

4. **Section 4 of the July 2017 agreement is deleted and replaced by the following new Section 4:**

Fringe Benefits

The Deputy Superintendent shall receive a district-paid tax-sheltered annuity in the prorated amount of \$750 per month, or \$9,000 per year.

Fringe Benefits (cont.)

An expense stipend of \$125 per month will be provided to cover the general expenses associated with the regular duties of the Deputy Superintendent.

The district shall pay a \$300 monthly allotment for mileage within the tri-county area. Outside the tri-county (Multnomah, Clackamas and Washington counties) area, reimbursement shall be at the then current IRS rate.

The district shall pay a stipend of \$80 per month for cell phone data plan.

The Deputy Superintendent shall be entitled to participate in all insurance programs provided other administrative employees of the District and at the same District contribution level, as stipulated in the current Memorandum of Understanding Between the Association of Gresham School Administrators (AGSA) and Gresham-Barlow School District #10 Jt., including health, life, and disability insurance. The Deputy Superintendent shall also be provided with leaves as set forth in the AGSA Memorandum of Understanding.

5. **Amendment**

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

Except as provided in the aforementioned Amendments, the agreement dated July 2017 shall remain in full force and effect.

EMPLOYEE SIGNATURE


James K. Hiu
Deputy Superintendent

Date

FOR THE DISTRICT

 04/30/18
Text Dr. A. Katrise Perera
Superintendent

Date

 5/24/18
Kris G. Howatt, Chair
Board of Directors

Date

AKP:sa 04/30/2018



2017-2020 EMPLOYMENT AGREEMENT ADDENDUM "A"

between
GRESHAM-BARLOW SCHOOL DISTRICT 10 JT.
and
JAMES HIU AS DEPUTY SUPERINTENDENT

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The 2017-2020 Employment Agreement will be amended effective July 1, 2018.

1. **Purpose**

The purpose of this Amendment is to set forth the terms agreed upon between the District and the Deputy Superintendent in providing services to the District.

2. **Section 2 of the July 2017 Agreement is deleted and replaced by the following new Section 2:**

Term of Agreement

The 2017-2020 Employment Agreement shall be extended for a period of one additional year from July 1, 2020 to June 30, 2021 when it expires. The employment of the Deputy Superintendent shall commence on July 1, 2017, and continue until June 30, 2021. This agreement may be subject to annual extensions at the mutual agreement of the District and the Deputy Superintendent, but in no case shall be for a term to exceed three (3) years. To be effective, any such extension must be in writing.

3. **Section 3 of the July 2017 Agreement is deleted and replaced by the following new Section 3:**

Compensation

Effective July 1, 2018, the Deputy Superintendent's annual salary shall be increased by 1.5%. Commencing July 1, 2018, for a period of 12 months, the Deputy Superintendent's annual salary shall be \$145,946.85. The annual rate for years beyond 2018-19 shall be mutually agreed upon by the District and Deputy Superintendent. In addition, the District will pay Employee's share (6%) of the Public Employees Retirement System (PERS) contribution.

4. **Section 4 of the July 2017 agreement is deleted and replaced by the following new Section 4:**

Fringe Benefits



2017-2020 EMPLOYMENT AGREEMENT
between
GRESHAM-BARLOW SCHOOL DISTRICT 10 JT.
and
MICHAEL D. SCHOFIELD as CHIEF FINANCIAL OFFICER

This Agreement is made and entered into this 1st day of July 2017 by and between GRESHAM-BARLOW SCHOOL DISTRICT 10 JT, hereinafter referred to as the "District," and MICHAEL D. SCHOFIELD, hereinafter referred to as "Employee."

1. Employment

District hereby employs Employee and Employee hereby accepts employment as Chief Financial Officer of the District upon the terms and conditions hereinafter set forth.

2. Term of Agreement

District shall employ Employee beginning on the 1st day of July 2017. The employment of Employee shall continue until June 30, 2020. At the option of the Superintendent and Employee, this agreement may be renewed annually. Any such renewal shall be in writing, with notice to the Employee by May 1. This Agreement shall not be interpreted to renew automatically without written mutual agreement, and in no case shall be longer than three years in duration at any time.

3. Duties

Employee is to be employed as an administrator for the District and will perform administrative services for the District in the position set forth above and in accordance with the position description marked "EXHIBIT A," attached hereto and by this reference incorporated herein, together with such other duties as may be required by the Superintendent. Employee shall perform those duties in accordance with the directives of the Superintendent and the standards of performance for administrators of the District, as the same now exists and as the same may be modified during the term of this Agreement.

Outside professional activities, such as consulting, speaking engagements, writing and other professional activities, may be undertaken by Employee, with approval of the Superintendent, for honorarium and expenses, provided the activities do not interfere with the Employee's duties and are not contrary to the interests of the District. The parties agree no provision of this Agreement would prohibit the Employee from participating in any other business or activity outside normal working hours provided such activities do not interfere with the Employee's regular duties under this Agreement, and that such business or activities are not contrary to the interests and reputation of the District.

4. Compensation

For the services rendered by the Employee under his Agreement, District shall pay Employee an annual salary of \$146,000, payable in equal installments at the end of each month. Commencing July 1, 2018, for the duration of the contract unless mutually agreed otherwise, the District shall pay at an annual rate of \$150,000. In addition, District will pay Employee's share (the 6%) of the Public Employees Retirement System (PERS) contribution.

No later than April 1 each year of this contract beyond June 30, 2020, the Employee's compensation shall be reviewed by the Superintendent. Without agreement between the Employee and Superintendent, compensation shall not be less than the prior year.

5. Professional Certification

The District recognizes the importance of the Employee's certification as a Certified Management Accountant. In support of this, the District shall permit forty (40) hours of release time within the contract day period to comply with continuing professional education requirements as mandated. The District shall allow the Employee to attend to such matters and to pay for the necessary membership, travel, tuition and expenses. Employee shall notify the Superintendent in advance of any occasion when the Employee will be away from the District for more than three consecutive workdays or will be out of state for these purposes.

6. Contract Year

The Employee shall render to the District two hundred sixty (260) days of service annually, including District holidays (currently 10), twenty (20) days annually of vacation, and five (5) on-call days. As provided in the AGSA MOU, up to ten (10) vacation days may be carried over into the following fiscal year. Excess unused days exceeding 10 will be paid at the end of each year in the June payroll at an hourly rate. Employee may choose to be paid for a maximum of ten (10) unused vacation days upon separation of employment.

7. Fringe Benefits

Employee shall be entitled to participate in all insurance programs provided other administrative employees of the District and at the same District contribution level, as stipulated in the current Memorandum of Understanding Between the Association of Gresham School Administrators (AGSA) and Gresham-Barlow School District #10 Jt., including health, life, and disability insurance.

The Employee shall receive a District-paid tax-sheltered annuity in the prorated amount of \$750 per month, or \$9,000 per year. Employee may choose to receive this amount as salary in lieu of the tax-sheltered annuity.

8. Paid Leaves

Sick Leave: Employee shall receive twelve (12) sick leave days each fiscal year. Accumulated sick leave may be used for any reason set forth in the Oregon Sick Time statute (ORS 653.601 et. seq.). The parties agree that the provisions of this Sick Leave subsection is a substantially equivalent program for purposes of ORS 653.611.

Family Illness: Employee shall be allowed five (5) working days per contract year that shall not accumulate. The five (5) days are paid and in addition to sick leave.

Bereavement Leave: Up to ten (10) days shall be available in accordance with Oregon Law; employees may use accrued leave pursuant to any vacation, sick, personal or other paid leave in accordance with Oregon Family Leave Act (OFLA).

Personal Leave: Employee may be granted three (3) days with pay for personal reasons such as health, family emergencies, business matters, and other reasons.

Other: All other leave types will be submitted to the Superintendent in advance for the Superintendent's consideration and/or approval.

Wherever feasible, prior notice of intention to take leave shall be given to the Superintendent.

9. Professional Development

District encourages and expects Employee to participate in professional development activities such as workshops, seminars, informational meetings, and conferences. District will pay the expenses. District will also pay the costs for attendance annually at one national conference. Professional development activities requiring District expenditures must have the prior approval of the Superintendent.

10. Professional Dues

District will pay Employee's annual OASBO, and GFOA dues and such other state and national dues for appropriate affiliate organizations, as the Superintendent shall deem appropriate.

11. Mileage and Expense Allotment

An expense stipend of \$500 per month will be provided.

12. Retirement

The Employee shall be eligible for the early retirement program through the AGSA agreement.

13. Termination of Employment and Employment Agreement

A. Basis for Termination: This Agreement and Employee's employment shall be terminated by:

1. Death
2. Voluntary resignation
3. Mutual agreement
4. Retirement
5. Disability
6. Discharge: Discharge shall be based on conduct that is seriously prejudicial to the District, including but not limited to neglect of duty or breach of contract. Notice of discharge shall be given in writing, and except as provided in (7) below, Employee shall be entitled to appear before the Board to discuss the basis for discharge. If Employee chooses to be accompanied by legal counsel at such meeting, he shall bear any costs therein involved. Such meeting shall be conducted in closed, executive session, unless otherwise requested by Employee. Employee shall be provided with a written decision describing the results of the meeting.
7. No cause termination of Agreement: The Board may, at its option and for any reason deemed in good faith sufficient, terminate this contract without a pre-termination or post-termination hearing. If such unilateral action is to be taken, the Board shall provide the employee with twelve (12) calendar months' notice prior to the termination becoming effective.

The District may, at its discretion, relieve the employee of his duties during part or all of the 12-calendar-months' period. If requested by the employee, the Board shall review the termination with him in executive session.

B. Compensation in the event of termination: Compensation, if any, at termination, as provided above, shall be determined as follows:

1. In the event of termination on the basis set forth in A1, 2, 3, 4, or 6 above, Employee shall receive (unless otherwise mutually agreed) that portion of his annual salary pro-rated on a weekly basis that is attributable to services actually rendered to the date of actual termination. All other benefits shall also cease as of that date.
2. In the event of termination for disability under A5 above, District may, at its option, terminate this Agreement, whereupon the respective duties, rights, and obligations of the parties shall terminate, except that Employee will continue to receive benefits available to him under the disability insurance policy that is maintained by the District.

14. Professional Liability

The District agrees that it shall defend, hold harmless, and indemnify the Employee from any and all demands, claims, suits, actions and legal proceedings brought against the Employee in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while the Employee was acting within the scope of his employment and excluding criminal litigation and as such liability coverage is within the authority of the District to provide under state law. If, in the good faith opinion of the Employee or the District, conflict exists with regard to the defense of such a claim between the legal position of the Employee and the legal position of the District, either party may cause the Employee to engage separate legal counsel from that retained by the District. In the event such separate legal counsel is retained, the District shall indemnify the Employee for the costs of that counsel. The District shall not, however, be required to pay any costs of any legal proceedings in the event the District and Employee have adverse interest in such litigation or in the event such costs are incident to criminal investigation or litigation. The District does not have the responsibility to indemnify Employee for legal costs or expenses associated with any action brought against the Employee by the District.

15. Agreement Documents

This Agreement and all schedules and exhibits hereto constitute the full and entire Agreement between the District and the Employee. The parties hereto anticipate that annual adjustments to salary and other benefits shall be accomplished upon a separate writing to be entitled "EXHIBIT B," and successive exhibits, as approved annually by the Superintendent and Employee, shall become part of this Agreement.

16. Severability

It is understood and agreed by the District and Employee that if any part, term, or provision of this Agreement is held by the courts or any similar administrative agencies to be illegal or in conflict with any law of the State of Oregon, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

17. Modification

There may be no modification of this Agreement, except as provided in this Agreement, except in writing, signed by the Superintendent and Employee.

18. Arbitration

Any dispute or controversy arising from or relating to this Agreement shall, as mutually agreed, be decided by arbitration in the state of Oregon, according to the guidelines of the American Arbitration Association. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Oregon, both as to interpretation and performance.

EMPLOYEE SIGNATURE

FOR THE DISTRICT

Michael D. Schofield Date
Chief Financial Officer

Jim Schlachter Date
Superintendent

Carla C. Piluso, Chair Date
Board of Directors

JS:lc 05/11/2017



2017-2020 EMPLOYMENT AGREEMENT ADDENDUM "A"
between
GRESHAM-BARLOW SCHOOL DISTRICT 10 JT.
and
MICHAEL D. SCHOFIELD as CHIEF FINANCIAL OFFICER

This Amendment to the 2017-2020 Employment Agreement is made and entered into this 1st day of May, 2018, by and between GRESHAM-BARLOW SCHOOL DISTRICT 10 JT, hereinafter referred to as the "District," and MICHAEL D. SCHOFIELD, hereinafter referred to as "Employee."

The 2017-2020 Employment Agreement will be amended effective July 1, 2018

1. Employment

District hereby employs Employee and Employee hereby accepts employment as Chief Financial Officer of the District upon the terms and conditions hereinafter set forth.

2. **Section 2 of the July 2017 Agreement is deleted and replaced by the following new Section 2:**

Term of Agreement

The 2017-2020 Employment Agreement shall be extended for a period of one additional year from July 1, 2020 until June 30, 2021. The District shall employ Employee beginning on the 1st day of July 2017. The employment of Employee shall continue until June 30, 2021. At the option of the Superintendent and Employee, this agreement may be renewed annually. Any such renewal shall be in writing, with notice to the Employee by May 1. This Agreement shall not be interpreted to renew automatically without written mutual agreement, and in no case shall be longer than three years in duration at any time.

3. Modification

There may be no modification of this Agreement, except as provided in this Agreement, except in writing, signed by the Superintendent and Employee.

4. Arbitration

Any dispute or controversy arising from or relating to this Agreement shall, as mutually agreed, be decided by arbitration in the state of Oregon, according to the guidelines of the American Arbitration Association. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Oregon, both as to interpretation and performance.

Except as provided in the aforementioned Amendments, the agreement dated July 2017 shall remain in full force and effect.

EMPLOYEE SIGNATURE


Michael D. Schofield
Chief Financial Officer

5/1/18
Date

FOR THE DISTRICT


Dr. A. Katrise Perera
Superintendent

04/30/18
Date


Kris G. Howatt, Chair
Board of Directors

5/24/18
Date

JS:sa 04/30/2018



2017-2020 EMPLOYMENT AGREEMENT ADDENDUM "A"
between
GRESHAM-BARLOW SCHOOL DISTRICT 10 JT.
and
MICHAEL D. SCHOFIELD as CHIEF FINANCIAL OFFICER

This Amendment to the 2017-2020 Employment Agreement is made and entered into this 1st day of May, 2018, by and between GRESHAM-BARLOW SCHOOL DISTRICT 10 JT, hereinafter referred to as the "District," and MICHAEL D. SCHOFIELD, hereinafter referred to as "Employee."

The 2017-2020 Employment Agreement will be amended effective July 1, 2018

1. Employment

District hereby employs Employee and Employee hereby accepts employment as Chief Financial Officer of the District upon the terms and conditions hereinafter set forth.

2. Section 2 of the July 2017 Agreement is deleted and replaced by the following new Section 2:

Term of Agreement

The 2017-2020 Employment Agreement shall be extended for a period of one additional year from July 1, 2020 until June 30, 2021. The District shall employ Employee beginning on the 1st day of July 2017. The employment of Employee shall continue until June 30, 2021. At the option of the Superintendent and Employee, this agreement may be renewed annually. Any such renewal shall be in writing, with notice to the Employee by May 1. This Agreement shall not be interpreted to renew automatically without written mutual agreement, and in no case shall be longer than three years in duration at any time.

3. Section 13 A.7 No Cause Termination of Agreement is deleted

4. Modification

There may be no modification of this Agreement, except as provided in this Agreement, except in writing, signed by the Superintendent and Employee.

5. Arbitration

Any dispute or controversy arising from or relating to this Agreement shall, as mutually agreed, be decided by arbitration in the state of Oregon, according to the guidelines of the American Arbitration Association. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Oregon, both as to interpretation and performance.

Except as provided in the aforementioned Amendments, the agreement dated July 2017 shall remain in full force and effect.

EMPLOYEE SIGNATURE

FOR THE DISTRICT

Michael D. Schofield Date
Chief Financial Officer

Dr. A. Katrise Perera Date
Superintendent

Kris G. Howatt, Chair Date
Board of Directors

JS:sa 04/30/2018

GRESHAM-BARLOW SCHOOL DISTRICT
1331 NW Eastman Parkway
Gresham, OR 97030-3825

TO: Board of Directors

FROM: A. Katrise Perera
Kris Howatt

DATE: June 7, 2018

RE: No. 2 – Superintendent Contract Addendum

EXPLANATION: At the March 1, 2018 Regular Board Business meeting, the board approved a one-year contract extension for the superintendent effective from July 1, 2020 through June 30, 2021. The board also authorized a 1.5% salary increase for the superintendent effective July 1, 2018.

A contract addendum has been drafted for signature and approval. Time has been reserved on the agenda to discuss contract Section 15 B: No cause termination of contract.

PRESENTER: Kris Howatt

SUPPLEMENTARY
MATERIALS: 2017 – 2020 Superintendent Contract and Addendum

RECOMMENDATION: The administration recommends approving the Addendum to the 2017 – 2020 Superintendent Contract.

REQUESTED ACTION: Move to approve the 2017 – 2020 Superintendent Contract for A. Katrise Perera authorizing a 1.5% salary increase effective July 1, 2018 and a one-year contract extension effective from July 1, 2020 through June 30, 2021.

Or

Move to approve the 2017 – 2020 Superintendent Contract for A. Katrise Perera authorizing a 1.5% salary increase effective July 1, 2018; authorizing a one-year contract extension effective from July 1, 2020 through June 30, 2021; and authorizing the deletion of contract section 15 B, No Cause Termination of Contract.

:sa



2017-2020 EMPLOYMENT AGREEMENT
between
GRESHAM-BARLOW SCHOOL DISTRICT 10 JT
and
DR. A. KATRIS PERERA as SUPERINTENDENT

This Agreement is made and entered into this 1st day of July, 2017, by and between GRESHAM-BARLOW SCHOOL DISTRICT 10 JT, hereinafter referred to as the "District," and DR. A. KATRIS PERERA, hereinafter referred to as "Superintendent."

1. Purpose

The purpose of this Agreement is to set forth the terms agreed upon between the District and the Superintendent in providing services as Superintendent/Clerk to the District.

2. Term of Agreement

The term of employment of the Superintendent shall run consecutively from July 1, 2017 until June 30, 2020, when it expires. The Board of Directors in its discretion may extend this Agreement to the Superintendent.

3. Evaluation

The Board of Directors shall, prior to March 1 of each year, conduct an evaluation of the Superintendent's performance under this Agreement according to criteria developed by the Board and in cooperation with the Superintendent, beginning on March 1, 2018. Such criteria shall be adopted by the Board at meetings open to the public. Such evaluation shall be, upon its conclusion, summarized in writing and reviewed in executive session according to Oregon public meetings laws, unless the Superintendent requests an open session. The purpose of the review and evaluation shall be to improve administrative leadership and relations between the Board and the Superintendent, and to identify areas of potential improvement or focus. An interim evaluation shall also be conducted on or before August 1 of each subsequent year of this Agreement in order for the Board of Directors to provide guidance and feedback on the Superintendent's performance between annual evaluations.

4. Compensation

Effective July 1, 2017, the annual rate shall be Two Hundred Five Thousand dollars (\$205,000). The annual rate for subsequent years shall be mutually agreed upon by the Board and Superintendent on or before May 1 of each year. The annual rate, in recognition of the responsibilities associated with the position, will be reduced consistent with budget reduction days

applied to the AGSA contract. In addition, District will pay Superintendent's share (6%) of the Public Employees Retirement System (PERS) contributions, beginning with the inception of this agreement. Salary is in recognition of regular compensation for the duties of the position. The payment of the Superintendent's salary and PERS contributions shall be made on the same monthly pay schedule as other District employees.

5. Superintendent Responsibilities

The Superintendent shall have overall charge of the administration of the District and its schools under the direction of the Board.

As chief executive officer of the District, the Superintendent shall perform the duties of the Superintendent as prescribed by laws and regulations of the State of Oregon and the policies adopted by the Board. In addition to the powers and duties set forth in the Oregon statutes and administrative rules, the Superintendent shall have the powers, duties, and responsibilities set forth in policy CBA, including the authority to receive resignations and retirements. The Superintendent shall attend all Board meetings, unless excused. The Superintendent shall have the right to attend all District or Board committees and provide administrative recommendations on each item for business considered by each of these groups except for meetings related to the selection of a successor superintendent.

6. Professional Growth of Superintendent

The District encourages the continuing professional growth of the Superintendent through participation, as might be decided in light of the duties of the 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 the Superintendent to perform professional responsibilities for the District.

In its encouragement, the Board shall, at its sole discretion, permit release time for the Superintendent as appropriate to attend to such matters, and the District shall pay for the necessary membership, tuition, travel, and subsistence expenses. Such professional growth expenses shall be limited to amounts budgeted for that purpose in the Superintendent's budget. The Superintendent will prepare, no later than May 1 of each year, and share with the Board, a tentative calendar, indicating planned travel and vacation time, and will alert the Board to any subsequent changes. The

Superintendent shall report to the Board on the activities upon return to the District.

7. Professional Activities

With prior approval of the Board, the Superintendent may undertake consultative work, speaking engagements, writing and other professional activities for honoraria and expenses, provided such activities do not interfere with the Superintendent's normal duties and are not contrary to the interests of the District.

8. Expense Reimbursement

In accordance with District policy on expense reimbursement, the District shall pay or reimburse the Superintendent for actual expenses incurred for out of District meetings, obligations, and other functions in the course and scope of the position as the chief executive officer of the District. The Superintendent shall file a monthly, itemized statement of expenses and provide receipts to the business office.

9. Superintendent Certificate

The Superintendent shall maintain throughout the life of this Agreement a valid, current, and appropriate license and any endorsements required to act as Superintendent of Schools under the laws for the state of Oregon. Upon Board approval, the District will pay expenses of maintaining certification. Should the Superintendent fail to maintain a license in good standing, this contract shall become null and void at the sole option of the Board.

10. Contract Year

The Superintendent shall be obligated to render to the District two hundred sixty (260) days of service annually, including District holidays (currently 10), twenty (20) days annually of vacation and five (5) on-call days. The Superintendent may carry over ten (10) vacation days in the following year. The Superintendent is entitled to be paid for five (5) unused vacation days in a single school year at her sole option. The Superintendent may choose to be paid for a maximum of ten (10) unused vacation days upon separation of employment.

11. Fringe Benefits

The Superintendent shall be entitled to participate in all insurance programs provided other administrative employees of the District and at the same District contribution level, as stipulated in the current Memorandum of Understanding Between the Association of Gresham School Administrators (AGSA) and Gresham-Barlow School District #10 JT ("AGSA MOU"), including health, life, and disability insurance. The Superintendent shall also be provided with leaves as set forth in the AGSA MOU. The Superintendent shall receive a district-paid, tax-sheltered

annuity in the prorated amount of \$1,000 per month, or \$12,000 per year. The Superintendent, on completion of the term of this Agreement, will be eligible for retirement health benefits as specified in the current AGSA MOU.

12. Paid Leaves

Sick Leave: Superintendent shall receive twelve (12) sick leave days each fiscal year. In the initial year of the Agreement, all sick leave accumulated in prior school district employment shall be credited to the Employee.

Family Illness: Superintendent shall be allowed five (5) working days per contract year that shall not accumulate. The five (5) days are paid and in addition to sick leave.

Bereavement Leave: Superintendent shall be allowed five (5) days leave without loss of pay for each death in the immediate family, as defined in the AGSA agreement.

Personal Leave: Superintendent may be granted three (3) days with pay for personal reasons such as health, family emergencies, business matters, and other reasons.

Other: All other leave types will be submitted to the Board in advance for the Board's consideration and/or approval.

Wherever feasible, prior notice of intention to take leave shall be given to the Board.

13. Expense Stipend and Automobile

An expense stipend of \$250 per month will be provided to cover the general expenses including cell phone and other associated expenses associated with the regular duties of the Superintendent. The District shall provide an automobile mutually agreeable to the Superintendent and District for her use and the District shall pay for the cost of the insurance and maintenance of such automobile. The value of the automobile shall not exceed thirty-thousand dollars (\$30,000) MSRP (manufacturer's suggested retail price). The District shall pay for the cost of the fuel used by the Superintendent while the automobile is used for District business. The Superintendent shall be permitted to use such automobile for reasonable and necessary in-state personal use. The Superintendent is responsible for the tax consequences of her personal use of the automobile.

14. One Time Relocation Allowance

District will pay Superintendent's moving expenses. The amount of the District's payment will be the lesser of two bids from reputable National moving companies that the Superintendent will provide to the District. One-half of this amount shall be paid to the Superintendent within one week after the Superintendent provides the two estimates to the District. The remaining amount will be paid to the Superintendent with her first paycheck in July, 2017. The Superintendent may use the payment for moving expenses on any relocation related costs she deems appropriate. The Superintendent agrees to reimburse the District if she voluntarily terminates her

employment or is terminated for cause prior to the completion of two years of service according to the following rates and schedule:

100% if employed for less than 6 months

75% if employed for 6 months but less than 12 months

50% if employed 12 months but less than 18 months

25% if employed 18 months but less than 24 months.

Superintendent acknowledges that this payment provided for non-deductible moving expenses will be included in her gross income as wages and treated by the District as taxable wages subject to withholding of all applicable taxes.

15. Termination of Employment Contract

A. Termination without Superintendent's concurrence: In the event the District intends to act to terminate this Agreement for cause, prior to its termination date without the Superintendent's written concurrence, the Superintendent shall be entitled to a due process hearing before the Board prior to the occurrence of any purported act of termination. Due process shall include at least a written notice of the reasons why the District is considering termination of this Agreement, the right to appear before the Board in closed executive meeting or public hearing, at the option of the Superintendent, the right to be represented at the hearing by a representative of the Superintendent's choice, at the Superintendents own expense, and the right to a written decision describing the results of the hearing. The District shall give the Superintendent no less than thirty (30) days written notice in advance of termination. This provision does not constitute a waiver of any rights the District or the Superintendent may have to enforce this employment contract in the courts under contract or other applicable law. The Superintendent will receive payment for services rendered to the date of the termination.

B. No cause termination of Contract: The Board may, at its option and for any reason deemed in good faith sufficient, terminate this contract without a pre- termination or post-termination hearing. In the event the Superintendent is involuntarily terminated by the Board before the expiration of the term of employment and during such time as the Superintendent is willing and able to perform the assigned duties, then in that event the Board agrees to pay the Superintendent a lump sum of twelve (12) months' pay (computed based upon current annual base salary). The District shall give the Superintendent no less than thirty (30) days written notice in advance of termination. If requested by the Superintendent, the Board shall review the termination with her in executive session.

C. Termination at the request of the Superintendent: In the event the Superintendent intends to act to terminate this employment contract prior to its termination day, the Superintendent will notify the Board immediately when the Superintendent becomes a finalist with another employer, and shall give the District no less than sixty (60) days' written notice in advance of taking another position. It is agreed that such request will be accepted by the District. The Superintendent shall notify the District no less than six (6) months prior to the intended date of retirement. The Superintendent will be paid for days worked and holidays that occur prior to contract termination.

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

16. Applicable Law

This Agreement is subject to all applicable laws of the State of Oregon, rules and regulations of the State Board of Education, and policies of the District and of the Board.

17. Professional Liability

The District shall hold harmless and indemnify the Superintendent from any and all demands, claims, suits, and legal proceedings brought against the Superintendent in the individual capacity or in her official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of employment. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions, and legal proceedings. This section survives the termination of contract.

18. Notices

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

Board Chair
Gresham-Barlow School District 10 Jt
1331 NW Eastman Parkway
Gresham, OR 97030-3825

Dr. A. Katrise Perera

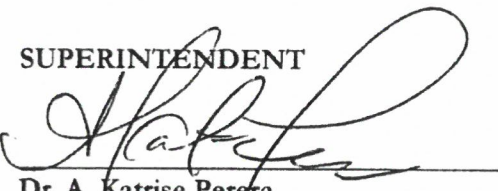
Any notices required or permitted to be given under the terms of this contract, or by law, shall be in writing and may be given by personal delivery or certified mail, directed to the party at the address of record in the administrative office of the District, or such other address as any

party may designate in writing prior to the time of the giving of such notice.

19. Amendment

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

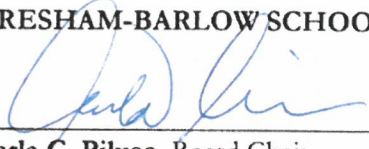
SUPERINTENDENT


Dr. A. Katrise Perera

Date

05/02/17

GRESHAM-BARLOW SCHOOL DISTRICT


Carla C. Piluso, Board Chair

Date

05-04-2017



2017-2020 EMPLOYMENT AGREEMENT ADDENDUM "A"
between
GRESHAM-BARLOW SCHOOL DISTRICT 10 JT
and
DR. A. KATRIS PERERA as SUPERINTENDENT

This Amendment to the 2017-2020 Employment Agreement is made and entered into this 1st day of March, 2018, by and between GRESHAM-BARLOW SCHOOL DISTRICT 10 JT, hereinafter referred to as the "District," and DR. A. KATRIS PERERA, hereinafter referred to as "Superintendent."

The 2017-2020 Employment Agreement will be amended effective July 1, 2018.

- 1. Section 2 of the July, 2017 Agreement is deleted and replaced by the following new Section 2:**

Term of Agreement :

The 2017-2020 Employment Agreement shall be extended for a period of one additional year from July 1, 2020 until June 30, 2021, when it expires. The Board of Directors in its discretion may extend this Agreement to the Superintendent.

- 2. Section 4 of the July, 2017 agreement is deleted and replaced by the following new Section 4:**

Compensation:

Effective July 1, 2018, the annual rate shall be increased by 1.5% to Two Hundred Eight Thousand Seventy-Five dollars (\$208,075). The annual rate for subsequent years shall remain in effect throughout the term of the contract unless mutually agreed upon by the Board and Superintendent on or before May 1 of each year. All other original terms of compensation shall remain throughout the term of the agreement.

- 3. Section 15 B: No Cause Termination of Contract is deleted**

Except as provided in the aforementioned Amendments, the agreement dated July 2017 shall remain in full force and effect.

SUPERINTENDENT

GRESHAM-BARLOW SCHOOL DISTRICT

Dr. A. Katrise Perera

Kris G. Howatt, Board Chair

Date

Date



2017-2020 EMPLOYMENT AGREEMENT ADDENDUM "A"
between
GRESHAM-BARLOW SCHOOL DISTRICT 10 JT
and
DR. A. KATRIS PERERA as SUPERINTENDENT

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- 2. Section 4 of the July, 2017 agreement is deleted and replaced by the following new Section 4:**

Compensation:

Effective July 1, 2018, the annual rate shall be increased by 1.5% to Two Hundred Eight Thousand Seventy-Five dollars (\$208,075). The annual rate for subsequent years shall remain in effect throughout the term of the contract unless mutually agreed upon by the Board and Superintendent on or before May 1 of each year. All other original terms of compensation shall remain throughout the term of the agreement.

Except as provided in the aforementioned Amendments, the agreement dated July 2017 shall remain in full force and effect.

SUPERINTENDENT

GRESHAM-BARLOW SCHOOL DISTRICT

Dr. A. Katrise Perera

Kris G. Howatt, Board Chair

Date

Date

GRESHAM-BARLOW SCHOOL DISTRICT
1331 NW Eastman Parkway
Gresham, OR 97030-3825

TO: Board of Directors

FROM: A. Katrise Perera
Kris Howatt

DATE: June 7, 2018

RE: No. 3 – Superintendent Upcoming Travel

EXPLANATION: Time has been set-aside on this evening's agenda for the board to review and approve upcoming travel for the superintendent.

PRESENTER: Kris Howatt

SUPPLEMENTARY
MATERIALS: Upcoming Travel for the Superintendent

RECOMMENDATION: The administration recommends the board review and approves the upcoming travel to various conferences and educational events for the superintendent.

REQUESTED ACTION: Move to approve the list of upcoming conference and event travel for the superintendent.

:sa

Upcoming Travel for the Superintendent:

Updated June 1, 2018

(June 2018 – September 2018)

COSA Seaside Conference

Seaside, OR

Travel to conference: Wed. 06/20/18

Conference: Thurs. 06/21/18 – Fri. 06/22/18

Return home: Fri. 06/22/18

District paid conference

Korea Consulate Trip - Tentative

Incheon, South Korea

Travel to Korea: Thurs. 07/05/18

Summer Program: Fri. 07/06/18 – Sat. 07/14/18

Return home: Sun. 07/15/18

Sponsored trip, no district cost

ERDI II Summer Conference - Tentative

St. Louis, MO

Travel to conference: Sun. 07/08/18

Conference: Mon. 07/09/18 – Thurs. 07/12/18

Return home: Thurs. 07/12/18

Sponsored trip, no district cost

AVID Summer Institute - Tentative

Seattle, WA

Travel to conference: Mon. 07/09/18

Conference: Tues. 07/10/18 – Wed. 07/12/18

Return home: Thurs. 07/12/18

District paid conference

DALI Summit - Tentative

Ventura, CA

Travel to conference: Mon. 07/23/18

Conference: Tues. 07/24/18 – Fri. 07/27/18

Return home: Sat. 07/28/18

Summit Cost included as part of membership

Super CUE - Tentative

Chicago, IL

Travel to conference: Mon. 07/23/18

Conference: Tues. 07/24/18 – Fri. 07/25/18

Return home: Thurs. 07/26/18

Sponsored trip, no district cost

Hold for COSA/OASE Work Groups

Location TBD

Fri. 08-17-18, 8:00 a.m. - 5:00 p.m.

District paid conference

Hold for NASS Advocacy Conference

Washington D.C.

Travel to conference: Sat. 09-22-18

Conference: Sun. 09-23-18 - Tues. 09-25-18

Return home: Wed. 09-26-18

Summit Cost included as part of membership

**Updated 05/08/18*

Upcoming Travel for Superintendent

Page 1 of 2

Updated June 7, 2018

(June 2018 – April 2019)

BLUE SHEET

COSA Seaside Conference

Seaside, OR

Travel to conference: Wed. 06/20/18

Conference: Thurs. 06/21/18 – Fri. 06/22/18

Return home: Fri. 06/22/18

District paid conference

Korea Consulate Trip

Incheon, South Korea

Travel to Korea: Thurs. 07/05/18

Summer Program: Fri. 07/06/18 – Sat. 07/14/18

Return home: Sun. 07/15/18

Sponsored trip, no district cost

Vacation

Vacation: Sun. 07/15/18 - Sat. 07/21/18

Hold for COSA/OASE Work Groups

Location TBD

Fri. 08-17-18, 8:00 a.m. - 5:00 p.m.

District paid conference

NASS Advocacy Conference - Vice President of National Organization

Washington D.C.

Travel to conference: Sat. 09-22-18

Conference: Sun. 09-23-18 - Tues. 09-25-18

Return home: Wed. 09-26-18

District paid conference, includes partial reimbursement - amount TBA

DALI (District Administration Leadership Institute) Summit - Executive Committee Member

Memphis, TN

Travel to conference: Tues. 10/09/18

Conference: Wed. 10/10/18 – Fri. 10/12/18

Return home: Sat. 10/13/18

No district cost

COSA 2018 Oregon School Law Conference

Eugene, OR

Travel to conference: Tues. 12/04/18

Conference: Wed. 12/05/18 – Fri. 12/07/18

Return home: Fri. 12/07/18

District paid conference

2019 OACOA/OASE/OASBO Winter Conference

Lincoln City, OR

Upcoming Travel for Superintendent

Page 2 of 2

Updated June 7, 2018

(June 2018 – April 2019)

BLUE SHEET

Travel to conference: Wed. 01/23/19

Conference: Thurs. 01/24/19 – Sat. 01/26/19

Return home: Sat. 01/26/19

District paid conference

AASA 2019 National Conference on Education: Effective Leadership Creates Success

Los Angeles, CA

Travel to conference: Wed. 02-13-19

Conference: Thurs. 02-14-19 - Sat. 02-16-19

Return home: Sat. 02-16-19

District paid conference

ERDI (Education Research & Development Institute) II

Newport Beach, CA

Travel to conference: Wed. 02/20/19

Conference: Thurs. 02/21/19 – Sat. 02/23/19

Return home: Sat. 02/23/19

Sponsored trip, no district cost

NSBA 2019 Annual Conference

Philadelphia, PA

Travel to conference: Fri. 03/29/19

Conference: Sat. 03/30/19 – Mon. 04/01/19

Return home: Mon. 04/01/19

District paid conference

DALI (District Administration Leadership Institute) Summit - Executive Committee Member

Colorado Springs, CO

Travel to conference: Tues. 04/02/19

Conference: Wed. 04/03/19 – Fri. 04/05/19

Return home: Sat. 04/05/19

No district cost

GRESHAM-BARLOW SCHOOL DISTRICT
1331 NW Eastman Parkway
Gresham, OR 97030-3825

TO: Board of Directors

FROM: A. Katrise Perera
Teresa Ketelsen

DATE: June 7, 2018

RE: No. 4 – Guidelines for Using District Funds for Travel, Meals, and Gifts

EXPLANATION: Board policy DLC: Expense Reimbursements states, “while carrying out authorized duties, certain necessary and reasonable expenditures may be incurred.” Guidelines and procedures have been established for the expenditure of district funds for meals, refreshments and gifts (DLC-AR (1)) and for travel expenses (DLC-AR(2)). These are being shared with the board this evening as information only. There is no action required.

PRESENTER: Teresa Ketelsen

SUPPLEMENTARY
MATERIALS: 1. DLC-AR(1): Expenditure of District Funds for Meals, Refreshments
and Gifts
2. DLC-AR(2): Travel Expenses.

RECOMMENDATION: This is an information item to inform the board of district practices.

REQUESTED ACTION: No action is required.

TK:sa

Expenditure of District Funds for Meals, Refreshments and Gifts

The district recognizes there may be occasions when it is appropriate for Board members, administrators and others to expend district funds in the course of conducting district business to provide meals or refreshments (i.e., bakery goods, snacks, fruit, punch, coffee, tea, soft drinks, etc.). The purchase of gifts may also be approved, in certain situations. Such occasions may include, but are not limited to, various district and building level meetings, gatherings to celebrate district successes or recognize individual achievements, contributions or outstanding service to the district and other district and school-sponsored activities. Such expenditures may be made with prior supervisor approval, subject to the provisions of this administrative regulation.

The use of district funds, as used in this regulation, means the use of money in any of the general accounts of the district. This includes the General Fund, Food Service Fund, Special Revenue Funds, Grants and others. It also includes money in student body accounts held at each school that are derived from any student activity or from parent organizations. Exceptions are funds collected from staff members or others for the specific purpose of providing gifts or parties. It is also recognized that buildings may have established a “social fund” or “sunshine fund” to which each staff member may voluntarily contribute. Such funds are generally used for birthday recognition, bereavement and illness acknowledgment activities, etc. These funds are also exempt from the following requirements.

Meals and Refreshments

District funds may be used to pay for individual or group meals only if official district business is being conducted during the time in which the meal is provided and only if the meal provides a particularly practical time or setting for the discussion, consistent with Board policy and the following:

1. Meals may be provided by the district to recognize the contributions of staff, through retirement dinners or other recognition events;
2. Meals may be provided by the district as a part of Board or administrative work sessions, at district or building-level committee meetings or other district-approved activities.

Meals not directly business related may be provided to staff or others at the individual’s expense only.

Board members, principals and other district administrative staff may use district funds to provide refreshments for staff, parents or others at meetings, in-service programs or other similar district or school-sponsored activities, in the most economically responsible way and subject to the following additional exclusions:

1. The purchase of alcoholic beverages with district funds is strictly prohibited;
2. The use of district funds for parties is prohibited.

Gifts

There are numerous occasions that may arise whereby Board members, administrators or other district staff may feel the need to recognize employees (i.e., Administrative Professional's Day, teacher appreciation week, classified employees' week, birthday, etc.). A Board member, administrator or other district employee may provide such recognition at his/her expense only, unless as otherwise permitted below:

1. The district may provide a small token of appreciation for a Board member's or employee's retirement and years of service and other related activities utilizing district funds, as approved in advance. For example, the Board generally proclaims special recognition for classified employees' week and teacher appreciation week;
2. Administrators may use district funds to provide an appropriate token of appreciation on behalf of the Board. The value of this item may not exceed \$50 per person, per year;
3. No other expenditure of district funds for gifts is permitted without prior authorization from the Board or superintendent.

Travel Expenses

1. DISTRICT TRAVEL

District travel procedures are applicable regardless of whether the source of funds is the general fund sub-funds, grants, capital projects or any other district fund. It is the intent of the district that, when travel is necessary, the travel will happen safely, comfortably, and economically. Cost should always be considered when making lodging and rental car selections.

- a. **Local Mileage Reimbursement:** The use of a private vehicle to conduct district business may be necessary at times. Such use should occur only with the knowledge and approval of the responsible administrator. The supervisor may approve individual trips or give blanket approval for local travel. Reimbursement for actual miles traveled on district business shall be calculated at the IRS rate.

(1) Limitations on Mileage Reimbursement

- (a) Local mileage reimbursement shall not be granted for traveling from their residence to the place where work begins for the day or regular work place for returning home from the last place worked during the day.
- (b) Reimbursement will be made only for those miles actually traveled in connection with district business.
- (c) By signing and submitting the mileage reimbursement form, a traveler is acknowledging and verifying personal liability coverage on their private passenger auto. Liability coverage must be equal to or greater than Oregon statutory limitations. Completion of the mileage reimbursement form absolves the district of all liability, including, but not limited to, nonparticipation or uninsurability of the traveler. This form is available through the personnel office. Individuals not properly covered by automobile liability insurance are not authorized to drive private vehicles on district business.
- (d) A claim for travel and related expenses should be submitted at the end of each month in which reimbursement is to be claimed. A claim must be submitted within 90 days of incurring the expense to be honored for reimbursement.

(2) Itemized Mileage Reimbursement Form

- (a) The mileage reimbursement form is used to report local mileage. Local mileage is defined as miles driven within district boundaries on district business.

- (b) All travel must have the authorization of the principal or other responsible administrator.
- (c) The form must be signed by the claimant, approved for payment and distributed as indicated on the form.
- (d) Mileage reimbursement forms must indicate the nature of travel if destination is not a school.
- (e) Parking fees are reimbursable when necessary on official district business.

b. **Flat Rate Vehicle Allowance:**

- (1) The superintendent or designee may approve a flat rate for vehicle allowance if it is determined to be in the best interest of the district.
- (2) An employee may not claim reimbursement for local mileage while receiving a flat rate vehicle allowance considered as wages and included on the employee's W-2 form for tax purposes.
- (3) By accepting the allowance, employees will carry liability insurance coverage on their private passenger auto. Liability coverage must be equal to or greater than Oregon statutory limitations. Individuals not properly covered by automobile liability insurance are not authorized to drive private vehicles on district business.

c. **Meals and Meetings:** Justifiable and reasonable expenses will be reimbursed when the meals are taken in connection with district business.

- (1) Expenditures for meals require the prior approval of the supervisor or other responsible administrator.
- (2) Full explanation of the purpose of the meeting and the identification of visitors or guests by name and group affiliation is required.
- (3) Detailed receipts and an explanation for all meal expenses must be secured and attached to the claim.

2. **PROFESSIONAL DEVELOPMENT AND OUT-OF-DISTRICT TRAVEL**

- a. **Approval:** All documents submitted must have the approval of the principal or other responsible administrator.
- b. **Travel Plan:** A travel plan including conference, hotel and travel information must be completed and approved before any staff development activity or out-of-district travel can occur.

Trips out of district on a scheduled basis over a period of time (e.g., monthly association meetings, coach scouting opponent teams, etc.) must be approved.

- c. **Travel Advance:** A conference/workshop travel plan for out-of-district travel must be completed by indicating the estimated cost and must be properly approved. This form serves both as a travel advance request and a travel expense report.

- (1) When a cash advance is desired, the payment in advance section must be completed.
- (2) Cash advance may be made when the estimated cost for meals, mileage, etc., exceeds \$50.
- (3) The cost of travel tickets and lodging will not be included in a cash advance.
- (4) In case of loss, the traveler is personally responsible for cash advances issued for travel.
- (5) At least 15 working days are required for processing an advance check after the approved application is received by the disbursements department.
- (6) Only one cash advance can be outstanding to any person at any time.
- (7) If a trip is canceled after an advance and/or tickets have not been used, the advance and tickets must be returned to the business office immediately.

d. Travel Accounting:

- (1) Travel Expense: A travel expense report detailing actual expenditures or per diem reimbursement must be prepared and filed within 10 days of the conclusion of the trip.
 - (a) If the completed travel expense report totals less than the travel advance, the difference must be returned within 10 working days to the business office.
 - (b) Expenditures in excess of advance or where no advance has been requested, reimbursement will be made within 15 working days after the approved travel expense report is received in the business office.
- (2) Per Diem:
 - (a) The primary basis for payment of travel related expense is per diem. Per diem is the daily amount allowed for meals, including all gratuities; therefore, travelers are not separately reimbursed for gratuities or tips of any kind including, but not limited to, meals and transportation. Payment to individuals on travel status to cover meals is based on the rates published by the U.S. General Services Administration (GSA) for domestic travel in the continental U.S. for Alaska, Hawaii, and U.S. Territories and Possessions, the per diem is based on rates published by the U.S. Department of Defense. For international travel, the per diem is based on the rates published by the U.S. Department of State. (See www.gsa.gov/portal/category/100/20) Travel status is defined as travel outside the Portland Metropolitan Area. The per diem meal allowance is a fixed amount of reimbursement for a meal. It is not reimbursement for the actual cost incurred. Receipts are not required for meals if claiming per diem. No per diem may be claimed for meals included in conference/workshop registration fees.
 - (b) Meal per diem non-overnight travel.
 - i. Breakfast – Must be on travel status at least two hours before scheduled work shift.

- ii. Lunch – No per diem allowed unless outside the Portland Metropolitan Area or for a district business purpose.
 - iii. Dinner – Must be on travel status at least two hours beyond scheduled work shift.
- (c) Application of meal per diem rates: Meal per diems for the initial day of travel and final day of travel are determined on the following schedule based on departure and arrival times. Apply the percentage to the appropriate meal rate.
 - i. Initial Day of travel-Leave:
 - a. Prior to 6:00 am 100%
 - b. 6:00 am to 12:00 pm 75%
 - c. 12:01 pm to 6:00 pm 50%
 - d. After 6:00 pm 25%
 - ii. Final day of travel-Return:
 - a. Prior to 6:00 am 25%
 - b. 6:00 am to 12:00 pm 50%
 - c. 12:01 pm to 6:00 pm 75%
 - d. After 6:00 pm 100%
- (d) When a personal vehicle is used between home and the airport, mileage for one round trip and economy parking will be reimbursed.
- (e) Lodging shall be at reasonable commercial rates. If the cost is greater than \$125, exclusive of taxes and fees, a second approval is required from the site administrator's level supervision. Lodging will be reimbursed when required travel is two hours or more from the district by vehicle.
- (f) Other expenses including toll charges and parking fees will be reimbursed if the length of trip or circumstances demands.
- (g) Use of Local taxi, bus fares and vehicle rental.
 - i. Rental automobiles should be used only when their use will result in savings or otherwise be more advantageous to the district, or when the use of other transportation is not feasible.
 - ii. Traveler will rent an automobile that is the lowest cost to the district while suitable for their travel needs.
 - iii. Rental cars should be used only for official travel or in lieu of taxi for necessary travel. Any additional costs incurred for other usage will be the responsibility of the traveler.

(3) Receipts and Supporting Documentation:

- (a) All receipts for lodging expenses are required. A receipt for a shared room should be so indicated.
- (b) Receipts for meal expenses are not required when using per diem rates.
- (c) Registration, conference and workshop fees.
- (d) Vehicle rental.
 - i. A copy of the rental agreement must be attached to the travel expense report.
 - ii. The rental charge may be paid from the amount advanced.
 - iii. Purchase of gas and oil which have been deducted from the rental charge by the rental agency must be included.
- (e) Expenses which consist primarily of the cost of furnishing meals for others in the course of conducting business on behalf of the district will be reimbursed upon submission of a travel expense report which includes:
 - i. Names of guests;
 - ii. Organizations involved;
 - iii. Business discussed;
 - iv. Approval by the principal or other responsible administrator.
- (f) In the absence of a proper receipt, a lost, stolen or missing receipt form must be completed attesting to the amount and the purpose of the expenditure.

e. Reservations

(1) Commercial Carrier and Lodging: Travel should be conducted in the most expeditious and effective way. Economy, coach, tourist fare or other similar accommodations should be used for all travel. Lodging shall be at reasonable commercial rates. Travelers may “double up” in a room in order to save district money or for efficiency. Advanced reservation discounts are expected to be utilized when available. Payment will be made by the district and is not a reimbursement to employees.

(2) Canceled Trips:

- (a) If a traveler cannot leave at the scheduled time, he/she must call the travel agency or carrier and arrange to have the tickets canceled or exchanged.
- (b) Unused or canceled tickets must be returned to the business office. Refunds or claims will be applied for by the district and not by the traveler.

- (c) Commercial carrier reservation cancellations should be completed as soon as possible before departure time.
- (d) Lodging reservations should be canceled by the traveler as soon as possible to avoid a cancellation charge.

f. **Vehicle Rental**

- (1) Rental vehicles should be used only when such use will affect a savings or otherwise be more advantageous to the district or when the use of other transportation is not feasible.
 - (a) Any additional costs incurred for other usage will be the personal responsibility of the traveler.
 - (b) The lowest possible rental rates are to be obtained. The vehicle type selected will be the least expensive consistent with intended use.
- (2) Insurance:
 - (a) A traveler may elect to purchase additional insurance coverage offered through the rental agency agreement; in such cases, any accident causing collision loss could result in the traveler's personal insurance being primary.
 - (b) District liability coverage extends to cover rental vehicles while in use by travelers engaged in official district business only. District liability does not extend to personal use time of the vehicle.
 - (c) The business office must be notified immediately of any/all accidents occurring while the rental vehicle is in use on district business and while the traveler has extended the vehicle usage/agreement for personal use.

g. **Travel by Personal Vehicle**

- (1) Justification for using a personal vehicle for out-of-district travel shall be based on the following:
 - (a) When the destination is not conveniently accessible by commercial carrier;
 - (b) When various points must be visited and commercial carrier schedules are inconvenient or impractical;
 - (c) When carrying articles by commercial carrier would not be feasible;
 - (d) When use of a private vehicle is the least expensive travel option.
- (2) Reimbursement for travel shall be calculated at the current IRS rate per mile.

- (3) If a route other than the shortest one is taken, an explanation must be made.
- (4) Convenience of Traveler
 - (a) Travel for the convenience of the traveler shall be at the traveler's expense.
 - (b) The amount allowed for mileage, additional meals and lodging is not to exceed the equivalent cost of round trip coach airfare and related expenses. Any other costs must be paid by the traveler.
 - (c) Time away from work caused by traveling by less than the most expeditious means available must be charged to vacation or other appropriate leave.
- (5) Insurance Coverage: By signing and submitting the mileage reimbursement form, a traveler is acknowledging and verifying personal liability coverage on their private passenger auto. Liability coverage must be equal to or greater than Oregon statutory limitations. Completion of the mileage reimbursement form absolves the district of all liability, including, but not limited to, nonparticipation or uninsurability of the traveler. This form is available through the personnel office. Individuals not properly covered by automobile liability insurance are not authorized to drive private vehicles on district business. (Consistent with the procedures in 1.a.(1).(c))
- h. **District and Personal Travel:** A traveler who wishes to take vacation or other personal leave in conjunction with official travel may do so subject to the following conditions:
 - (1) All time away from work caused by traveling by less than the most expeditious means available must be charged to vacation or other appropriate leave;
 - (2) If the travel is for vacation purposes to a point that the traveler would not have visited for business, the traveler must pay the additional cost;
 - (3) All subsistence and transportation while on vacation status must be paid by the traveler;
 - (4) No travel will be approved if the major consideration is to give the traveler a personal vacation.
- i. **Ineligible Expenses**
 - (1) Repairs, towing or service for personal vehicles.
 - (2) Mileage to more than one person if only one vehicle was used.
 - (3) Parking tickets or traffic fines.
 - (4) Personal expenditures for entertainment, alcoholic beverages, telephone, medicine and other such personal items.

- (5) Expenses for spouse and family.
- (6) Repair or replacement of personal items.
- (7) Gifts.
- (8) In-district meals without prior approval.
- j. **Other Reimbursements:** Reimbursement by other agencies or organizations for travel costs may be retained, provided such payment does not duplicate payment made by the district.
- k. **Other Benefits:** Receiving “points” or “miles” while on district business is not allowed.

GRESHAM-BARLOW SCHOOL DISTRICT
1331 NW Eastman Parkway
Gresham, OR 97030-3825

TO: Board of Directors

FROM: A. Katrise Perera
Kris Howatt

DATE: June 7, 2018

RE: No. 5 – West Gresham Elementary and Damascus Middle School Facilities

EXPLANATION: Time has been set-aside on this evening's agenda for the board to discuss the future use of the West Gresham Elementary and Damascus Middle School facilities.

PRESENTER: Kris Howatt

SUPPLEMENTARY
MATERIALS: None

RECOMMENDATION: This report is being provided as information only.

REQUESTED ACTION: No action is required.

:sa

GRESHAM-BARLOW SCHOOL DISTRICT
1331 NW Eastman Parkway
Gresham, OR 97030-3825

TO: Board of Directors

FROM: A. Katrise Perera
Kris Howatt

DATE: June 7, 2018

RE: No. 6 – Future Board Agenda Topics

EXPLANATION: Time has been set-aside on this evening's agenda for the board to discuss upcoming agenda topics, board operations, and meeting needs.

PRESENTER: Kris Howatt

SUPPLEMENTARY
MATERIALS: None

RECOMMENDATION: This report is being provided as information only.

REQUESTED ACTION: No action is required.

:sa