



Northwest Regional
Education Service District

BOARD PACKET
MATERIALES DE LA MESA
DIRECTIVA

Special Session - Sesión especial

August 29, 2024 - 29 de agosto de 2024
4:30 pm

Questions?
Contact vwhite@nwresd.org

Welcome to this Special Session of the NWRESD Board of Directors

August 29, 2024 | 4:00 pm | virtual



EXECUTIVE SESSION [Executive Session Statement](#)

4:00 PM 1. CALL TO ORDER
Board with General Counsel

Chair Tymchuk

[192.660\(2\(f\)\)](#) To consider information exempt from public inspection – attorney client privilege.

SPECIAL SESSION

4:15 PM 1. CALL TO ORDER & HEARING INSTRUCTIONS

Chair Tymchuk

4:20 PM 2. TERMINATION HEARING

- A. [Administration](#)
- B. [Complainant](#)

Debbie Simons
Michael Hidding

5:20 PM 3. BOARD DELIBERATION & DECISION- HEARING

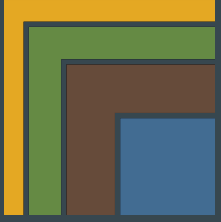
Chair Tymchuk

5:25 PM 4. COMPLAINT DETERMINATION

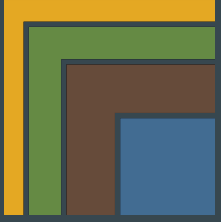
Chair Tymchuk

5:45 PM 5. ADJOURN

Chair Tymchuk



HEARING INSTRUCTIONS



HEARING (administration)



Northwest Regional Education Service District

August 29, 2024

TO: Board of Directors
FR: Debbie Simons, Chief Human Resources Officer
RE: Just Cause Dismissal Appeal Hearing - Michael Hidding

EXPLANATION:

In this session the Board will conduct an appeal hearing in the matter of the termination of employment for Michael Hidding. Mr. Hidding has requested that this hearing take place in open session.

SUPPLEMENTARY MATERIALS: From Administration:

1. [Notice of Termination from Employment - May 14, 2024](#)
2. [Level 2 Grievance Response - June 6, 2024](#)
3. [Email sequence, "Response to Payroll and Benefit Inquiries" - June 11 through July 17, 2024](#)
4. [Email from OSEA dropping grievance - August 22, 2024](#)

May 14, 2024

Michael Hidding
12445 SE 25th Avenue
Milwaukie, OR 97222

Sent by email to ib12mc@gmail.com & certified mail

RE: Termination of Employment

Dear Mr. Hidding:

A meeting was held on Tuesday, April 30, 2024 to review allegations of unprofessionalism, insubordination, and communication from you that resulted in staff members feeling unsafe. Present at the meeting were Catherine Dalbey, HR Director; Teri Staudingert, OSEA Field Representative; Ethan Akre, OSEA President; Jordan Ely, Chief Financial Officer; you and me.

After concluding my investigation, I am deeply disappointed by your actions. The aggressive and disrespectful communication you displayed toward your immediate supervisor, as well as towards Director Dalbey is completely unacceptable. Specifically, the following events occurred:

1. Your supervisor asked Director Dalbey regarding your request to bring your child to an Outdoor School Site for "take your child to work day," on Monday, April 22, 2024 towards the end of the day. Director Dalbey responded with an expression of concern regarding liability. Your supervisor let you know that your request was not going to be approved that same afternoon.
2. The following morning, you contacted your supervisor by email, along with your OSEA representatives, regarding the staff handbook and the response you received.
3. Around the same time, Director Dalbey sent an email to you and your union representatives, along with your supervisor, requesting additional information to see if something could be worked out. Your supervisor asks you about supervision. This was a key question, given that your work assignment is here at the Washington Service Center and NOT at an Outdoor School Site. Essentially your request being approved would have resulted in your work duties being modified so that you could spend the time with your child, or the potential of your own child not having supervision if you had work duties that pulled you away from that supervision. In one of your emails, you indicated your child was six years old. Outdoor School locations serve students in the sixth grades or other middle school level students; along with high school students who work in that Outdoor School Experience, a significant age difference from students served by the program.
4. You responded to Director Dalbey's request with nine additional questions/comments; and also stated, "I hadn't scheduled anything for the day and was going to use that golden opportunity to show "land as teacher" and "community building" at our site vs our dry office setting. We were hoping to observe Cedar Ridge which I was a staffer at. The experience I was hoping for was kind of the opposite that I got from you unfortunately." This is not about you taking your child to

work to observe possible career options; this was you using the autonomy in your position to free yourself from your job responsibilities to spend time with your child.

5. Additionally, you also stated, "Equity side note- If you happen to not identify as a person of color, and there is any slight possibility you inadvertently just unilaterally usurped power from a person of color who demonstrably should have had that; maybe you could informally touch base with the equity department or we can bring them on this thread to weigh in if that's going to result in an anti-racist workplace or there may be a different path to mutually agreeable resolution that satisfies all parties concerns. I will likely be asking them as well so we have that shared understanding of where that locus of control resides or should reside in the future to avoid unfair power dynamics not being intentionally addressed and remedied."
6. Your supervisor responded approximately 20 minutes later stating, "...I do want to address your comment about Catherine "usurping" power from me - I need to be clear that I reached out to Catherine because I was unclear on how an Outdoor School site might vary from the brick-and-mortar buildings that the rest of NWRESD operates out of. I asked her whether you could bring your child to a site, I did not request that you be able to - therefore she did not take any power, she was simply trying to collaborate with me. Additionally, I am highly uncomfortable with you using my identity as a person of color in this context without asking any questions about what the decision making process was here. Catherine has been incredibly helpful as a resource to me and other NOSS staff members this year, and I do not question her commitment to anti-racism. Moving forward, I am proposing that we focus on how to have your child come to visit an Outdoor School site this week, since we are all on the same page that this is the desired outcome.
7. Your request was given on Monday of that week for Thursday. The exchanges occurred on Tuesday. Director Dalbey invited everyone to meet at 8:00 in the morning the next day as time was passing for the time you wanted to bring your child. At this point in the exchanges, there was no indication from either your supervisor or Director Dalbey that they were not willing to work with you; however you responded very clearly to Director Dalbey that you were not interested in meeting with her in your response to her in your 3:32 p.m. email stating, "Not worth it on my end..."
8. On Wednesday morning at 10:25 a.m., you sent a lengthy email to your supervisor again requesting to bring your child to work. In this email, you also share that you are struggling with childcare as your wife was traveling. In the same email, you also indicate that your child is struggling academically.
9. Approximately an hour or so after your email, your supervisor reached out to Director Dalbey to let her know that she had met with you and that the meeting did not go well, and asked her to call her at her earliest convenience.
10. In both conversation and a written summary of the supervisor's meeting with you, your behavior in that meeting was characterized as disgruntled, argumentative, hostile, aggressive; and when your supervisor told you you were being disrespectful, you became more aggressive and argumentative. You pressed her to produce a policy you believed applied to your situation; and then aggressively in a manner that she felt threatened, said, "Go get the policy. Please open it to me and read it to me." She did so, to which you then responded, "Do I need to come read over your shoulder?"
11. You sent a text to your supervisor around 10:00 p.m. on her personal cell phone, the day before your pre-termination meeting, and stated, "*Dear Akari, Sorry to disturb and no expectation of replay today...or ever again. I understand people come in and out of peoples lives and never certain to reunite. I am happy to say I work for my boss and not my employer. You are a*

diamond in the rough, truffle in the dirt or oyster from a grain of sand. I trust you with my physical emotional and psychological safety and you met my unmet needs with your presence guidance and leadership. You are probably my favorite human so want to center on you and make room for lack of resolutions. As well as potential of irreparable harm from my decolonizing masters' narrative and abolitionist ally compass that spun wildly in a selfish direction of unbridled curiosity and self inquiry when you had nothing to gain and everything to lose so home no looming headaches from top down office politics that are perfectly equitable and transparent on the level above mine. That was not fair to assume otherwise and that's on me full stop."

12. As noted above, this text message was sent very late at night, to your supervisor's personal cell phone, well outside working hours; violating expectations given to you by Director Dalbey in your Notice of Paid Administrative Leave which stated, "At all times, including while the investigation is being conducted, you are directed to not retaliate against anyone who you believe may have provided information related to this incident. This directive means you may not exhibit any behavior that could reasonably deter others from making complaints about you or serving as witnesses. It also prohibits any behavior that could be considered disruptive or coercive in your contacts with potential witnesses, or with others you believe may have provided information leading to this investigation. It is important you understand that such behavior will be viewed as potential retaliation and could be subject to disciplinary action."
13. In interviewing your supervisor, your demeanor and behavior left her feeling shaken, scared and more so, the use of your aggressive threat to enter her physical space when you said, "Do I need to come read over your shoulder?" left her feeling unsafe. Unsafe to the degree that she was not comfortable attending your pre-termination meeting and asked if she could be excused.
14. During the pre-termination hearing, you stated several times, "I asked her if she wanted the door open or closed to ensure she had options for the conversation."

In reviewing all of the documentation provided, I find the following:

1. Your request violated the language in the staff handbook regarding children in the workplace in the NWRESD Staff Handbook, that specifically states, in regards to National Take Our Daughters and Sons to Work Day, which is observed during the 4th Thursday in April, "*Any staff member working at program sites outside the four service centers must have their program administrator or supervisor's approval prior to bringing a child to work. Other than this national observance, employees should not bring their children to work. Children are not allowed at any of our offices, centers or schools or any of the school districts within our region.*" You are assigned to work at an office location at a service center, where children are not permitted to attend. Both your supervisor and Director Dalbey offered to meet with you to see what options might be available to support your request. Should you have sat down and spoken with them professionally, they would have agreed to change your work schedule, your job requirements that you are paid to do, and other related adjustments. Instead, you met their offers of assistance with sarcasm, unprofessionalism, aggression, and a litany of veiled threats.
2. You violated board policy GBNA - Hazing, Harassment, Intimidation, Bullying, Menacing or Cyberbullying. Specifically, your conduct is severe enough to create a work environment that a reasonable person would consider intimidating and hostile. Offers of help or requests for additional information were met with bullying type responses that, from an outsider's perspective, were degrading, offensive and specifically intended to intimidate both your supervisor and

Director Dalbey. Finally, you used the ESD electronic systems, on your work time, to convey many of those messages, in a deliberate, repetitive, hostile and unwanted manner that resulted in a lack of a safe and positive working environment.

3. You violated the very basic expectation of all ESD employees that require all of us to establish and maintain a positive and respectful learning environment, and working relationship with students, staff, administration, parents/guardians and community members, along with your job requirements that required you to have the ability to work with diverse people, be patient and willing to help parents, and/or students with questions, and provide resources, etc. as well as work collaboratively and communicate effectively with staff and customers at all organizational levels

You have repeatedly indicated your right to engage in protected union activity. I have no concerns whatsoever with you engaging in protected union activity. I do, however, have very serious concerns about your lack of professional communication and behavior. During your pre-termination hearing, I gave directions for the structure of the hearing, which you failed to follow, even after no less than two reminders, instead interrupting, making repeated disrespectful comments, and essentially failing to follow any structure put in place. Mr. Hidding, the aggressive manner in which you conduct yourself is completely unacceptable. By displaying your frustration in such a volatile way, you have created an atmosphere that is not conducive to being part of a team and you have created the perception of an unsafe working environment and a lack of ability to respond to appropriate supervision. I am terminating your employment as NOSS School & Family Engagement Liaison for conduct which is a hindrance to the effective performance of ESD functions and misconduct that created a harmful working environment, effective May 15, 2024.

Professionally,



Debbie L. Simons

cc: Dan Goldman, Superintendent
John Peplinski, Executive Director of Instruction
Akari Jensen, NOSS Principal
Catherine Dalbey, HR Director
OSEA
Personnel File



Northwest Regional Education Service District

June 6, 2024

To: Teri Staudinger, OSEA Field Representative
Michael Hidding

From: Megan McCarter, Chief Academic Officer

EC: Debbie Simons, Chief Human Resources Officer
OSEA

RE: Level 2 Grievance Response

On May 23rd, 2024, OSEA presented a grievance to Debbie Simons, Chief Human Resources Officer, regarding the allegation of a contract violation. This notice constitutes the Northwest Regional Education Service District (NWRES D) response to a level 2 grievance filed on behalf of Michael Hidding.

Background

Below is an outline of events occurring and leading up to both the termination of Michael Hidding and OSEA's grievance as outlined above:

On Monday, April 22nd, 2024 Mr. Hiddings supervisor approached Director Dalbey for guidance around a request from Mr. Hidding to participate in "bring your child to work day." Although Mr. Hidding's work is at the Washington Service Center as the Family Engagement Liaison, the request asked for Mr. Hidding to be able to bring his six-year-old child to a Northwest Outdoor Science School (NOSS) site that was different from his usual place of employment. This request caused some concern for liability. Mr. Hidding's supervisor informed him that a decision could not be made immediately.

The morning of April 23rd, 2024 Mr. Hidding, prior to hearing any final decision, contacted his supervisor and OSEA representatives by email regarding the response from the day before and the staff handbook. The NWRES D Staff Handbook states the following about "take your child to work day":

- NWRES D participates in [National Take Our Daughters and Sons to Work Day](#) on the fourth Thursday of each April.
- **Staff members who work in schools must follow the procedures outlined by that school district for observing Take Our Daughters and Sons to Work Day.** Some districts have established a limited time that children can stay. In general, staff should plan to have their school-aged children with them for half a day or until the noon lunch hour. **Children need to remain with their parents or guardians during the visit.**
- **Any staff member working at program sites outside the four service centers must have their program administrator or supervisor's approval prior to bringing a child to work.**
- Other than this national observance, employees should not bring their children to work. Children are not allowed at any of our offices, centers or schools or any of the school districts within our region.

That same morning Director Dalbey sent an email to Mr. Hidding, his supervisor, and OSEA representatives requesting additional information in order to try to come up with a plan for Mr. Hidding and his child to participate in “take your child to work day”. In trying to create a plan, Mr. Hidding’s supervisor asked him about his supervision for his child. This question was asked for two key reasons:

1. Mr. Hidding’s work assignment is at the Washington Service Center and not an Outdoor School Site. Therefore, he might be pulled away from his child in order to fulfill his work duties OR he would be essentially “excused” from his duties for the day in order to supervise his child. NOTE: The NWRESD Staff Handbook states, “Children need to remain with their parents or guardians during the visit.” The handbook also outlines expectations that employees working in schools, districts, and service centers follow the expectations for those places. If Mr. Hidding had proposed to bring his child to work at his usual work location of Washington Service Center, his child would have stayed with him as he completed his work duties and would have been supervised.
2. Outdoor School sites serve middle school students, mostly sixth graders, and have high school students who work on site. Mr. Hiding was proposing to bring a significantly younger, six-year old child, to interact with much older students without a supervision plan. Although this was the request made by Mr. Hidding, both his supervisor and Director Dalbey hoped to help create a plan to ensure participation and safety of Mr. Hidding’s child.

On this day, April 23rd, 2024, Mr. Hidding responded to Director Dalbey with nine additional comments/questions that included the following:

- “I hadn’t scheduled anything for that day and was going to use that golden opportunity to show “land as a teacher” and “community building” at our site vs our dry office setting. We were hoping to observe Cedar Ridge which I was a staffer at. The experience I was hoping for was kind fo the opposite that I got from you unfortunately.”
- “Equity side note- If you happen to not identify as a person of color, and there is any slight possibility you inadvertently just unilaterally usurped power from a person of color who demonstrably should have had that; maybe you could informally touch base with the equity department or we can bring them on this thread to weigh in if that’s going to result in an anti-racist workplace or there may be a different path to mutually agreeable resolution that satisfies all parties concerns. I will likely be asking them as well so we have that shared understanding of where that locus of control resides or should reside in the future to avoid unfair power dynamics not being intentionally addressed and remedied.”

These comments show that 1) Mr. Hidding was not using “take your child to work day” as intended, to show career opportunities, but rather to spend time with his child and create a fun experience for them by leveraging the autonomy of his job to not engage in his regular job duties, and 2) Mr. Hidding was speaking for his supervisor, who is a person of color and has her own voice and opinion, which she expressed to him via email 20 minutes later. Mr. Hidding’s supervisor stated, “I need to be clear that I reached out to Catherine because I was unclear on how an Outdoor School site might vary from the brick-and-mortar buildings that the rest of NWRESD operates out of. I asked her whether you could bring your child to a site, I did not request that you be able to - therefore she did not take any power, she was simply trying to collaborate with me. Additionally, I am highly uncomfortable with you using my identity as a person of color in this context without asking any questions about what the decision making process was here. Catherine has been incredibly helpful as a resource to me and other NOSS staff members this year, and I do not question her commitment to anti-racism. Moving forward, I am proposing that we focus on how to have your child come to visit an Outdoor School site

this week, since we are all on the same page that this is the desired outcome.”

At this time, Director Dalbey invited everyone to a meeting at 8am on Wednesday, April 24th, 2024 in order to plan for Mr. Hidding to bring his child to work on the following day, Thursday, April 25th, 2024. At this point, Mr. Hidding’s supervisor had said she wanted to support him in bringing his child and Director Dalbey scheduled a meeting in order to create a plan, showing her support as well. Mr. Hidding dismissed this invitation by responding on April 23rd at 3:32pm via email stating “Not worth it on my end...,” declining the invitation to meet.

The following day, April 24th at 10:25am, Mr. Hidding emailed his supervisor to again request to bring his child to work. His supervisor met with him to try to create a plan. In this meeting Mr. Hidding’s supervisor characterized his behavior as disgruntled, argumentative, hostile, and aggressive. When his supervisor told him that he was being disrespectful, Mr. Hidding became increasingly aggressive and argumentative. Mr. Hidding’s supervisor felt threatened in the meeting, particularly when he asked her to produce a policy that he thought applied to the situation. He directed his supervisor to “Go get the policy. Please open it to me and read it to me.” When his supervisor complied with his demand, he then stated, “Do I need to come read over your shoulder?” Later than evening Mr. Hidding sent his supervisor the following text to her personal cell phone:

- “Dear Akari, Sorry to disturbed and no expectation of replay today...or ever again. I understand people come in and out of peoples lives and never certain to reunite. I am happy to say I work for my boss and not my employer. You are a diamond in the rough, truffle in the dirt or oyster from a grain of sand. I trust you with my physical emotional and psychological safety and you met my unmet needs with your presence guidance and leadership. You are probably my favorite human so want to center on you and make room for lack of resolutions. As well as potential of irreparable harm from my decolonizing masters’ narrative and abolitionist ally compass that spun wildly in a selfish direction of unbridled curiosity and self inquiry when you had nothing to gain and everything to lose so home no looming headaches from top down office politics that are perfectly equitable and transparent on the level above mine. That was not fair to assume otherwise and that’s on me full stop.”

This text was sent late at night, to a personal cell phone, and was in direct violation of the expectations given to Mr. Hidding by Director Dalbey when he was put on paid administrative leave. These expectations were outlined in the Notice of Paid Administrative Leave issued on 4/24/2024 that stated, “At all times, including while the investigation is being conducted, you are directed to not retaliate against anyone who you believe may have provided information related to this incident. This directive means you may not exhibit any behavior that could reasonably deter others from making complaints about you or serving as witnesses. It also prohibits any behavior that could be considered disruptive or coercive in your contacts with potential witnesses, or with others you believe may have provided information leading to this investigation. It is important you understand that such behavior will be viewed as potential retaliation and could be subject to disciplinary action.”

When Mr. Hidding’s supervisor was interviewed, she expressed that her inactions with Mr. Hidding had left her feeling scared and shaken. She felt unsafe when Mr. Hidding aggressively threatened to invade her personal space and “read over your (her) shoulder.” Mr. Hidding’s supervisor felt so unsafe in his presence that she requested to be excused from his pre-termination meeting as she did not want to be in the same space as Mr. Hidding.

On April 29th, 2024 Mr. Hidding received a pre-termination meeting notice from Debbie Simons, Chief Human Resources Officer at NWRESA, stating, “This notice is to inform you that a due process

meeting has been scheduled for you to meet with Debbie Simons, the Chief Human Resources Officer, regarding allegations of unprofessionalism, insubordination, and communication that resulted in perceptions of multiple staff members feeling unsafe. The purpose of the meeting is to provide you an opportunity to respond to these allegations that resulted in you being placed on paid administrative leave.” The letter also notified Mr. Hiding that OSEA Representatives Teri Stuadinger, Marc Perrault, and Ethan Akre had been invited to attend this meeting.

During the pre-termination meeting on Tuesday, April 30th, in response to Mr. Hidding’s supervisor feeling unsafe during their meeting on April 24th, 2024 Mr. Hidding stated that he “Asked her if she wanted the door open or closed to ensure she had options for the conversation.” This response was repeated multiple times. Additionally, during this meeting Mr. Hidding refused to follow the meeting structure after multiple reminders. Mr. Hidding continued to aggressively interrupt Chief Simons as she conducted the meeting. Showing the same behaviors that his supervisor had concerns about and that Director Dalbey had experienced.

On May 14th, 2024 Mr. Hidding received a termination of employment letter from Chief Human Resources Officer, Debbie Simons, with the following findings:

1. Mr. Hidding’s request to take his child to work violated the language of the NWRESD Staff Handbook, because staff members working at program sites outside of the four service centers need supervisor approval to bring their child and outside of this national observance on the 4th Thursday in April, children are not allowed at any NWRESD site, office, center, school or district within the region. Mr. Hidding’s supervisor and Director Dalbey offered to meet and support Mr. Hidding with his request and were ready to change his work schedule, job requirements he is paid for, and make other adjustments. However, Mr. Hidding met these offers with “sarcasm, unprofessionalism, aggression, and a litany of veiled threats.”
2. Mr. Hidding violated board policy GBNA - Hazing, Intimidation, Bullying, Menacing or Cyberbullying. Chief Human Resources Officer Simons wrote, “Specifically, your conduct is severe enough to create a work environment that a reasonable person would consider intimidating and hostile. Offers of help or requests for additional information were met with bullying type responses that, from an outsider’s perspective, were degrading, offensive and specifically intended to intimidate both your supervisor and Director Dalbey. Finally, you used the ESD electronic systems, on your work time, to convey many of those messages, in a deliberate, repetitive, hostile and unwanted manner that resulted in a lack of a safe and positive working environment.”
3. Mr. Hidding violated the basic expectation of all NWRESD employees to “establish and maintain a positive and respectful learning environment, and working relationship with students, staff, administration, parents/guardians and community members, along with your job requirements that required you to have the ability to work with diverse people, be patient and willing to help parents, and/or students with questions, and provide resources, etc. as well as work collaboratively and communicate effectively with staff and customers at all organizational levels.”

Chief Simons also explained that Mr. Hidding exercised his right to protected union activity multiple times, which is his right and NWRESD has no concerns about. She highlighted that she has “very serious concerns” about Mr. Hidding’s professionalism and behavior. Chief Simons notes that Mr. Hidding refused to follow her directions for the structure of the pre-termination hearing even after more than two reminders. Mr. Hidding was disrespectful and aggressive. His unprofessional, aggressive and threatening behavior created an unsafe working environment.

Following this letter, Mr. Hidding submitted the OSEA Grievance Notice, outlined above, to Chief Simons on May 23rd, 2023.

Allegations of Contract Violations

The Association alleges that the NWRESD's actions violate the following:

- Article 9.1 "No non-probationary, regular employee shall be disciplined or dismissed without just cause. For the purpose of this contract, just cause will be defined as:
 - 9.1.A The employee has been adequately warned of the consequences of their conduct;
 - 9.1.B A thorough investigation was completed by the ESD prior to administering discipline;
 - 9.1.C The investigation will be fair and objective;
 - 9.1.D The investigation produced substantial evidence or proof of guilt prior to discipline;
 - 9.1.E Policies, rules, and discipline will be applied evenhandedly and without discrimination. Lack of enforcement by the ESD in the past of its policies or rules will not be suddenly reversed without first warning employees of intent
- Article 9.4 "Progressive discipline shall be used, except when mores serious discipline is warranted, or when immediate action is deemed necessary by the Superintendent/designee"

Requested Remedies

1. Reinstatement into former position at NWRESD as the School Family Engagement Liaison with no loss of pay or benefits

NWRESD Findings and Determination

1. The NWRESD did not violate the Collective Bargaining Agreement - Article 9, Section 1 "No non-probationary, regular employee shall be disciplined or dismissed without just cause" for the following reasons, which align to how the contract defines just cause:
 - a. In addressing the grievance and evaluating Article 9.1.A, which defines just cause as, "The employee has been adequately warned of the consequences of their conduct," it is imperative to look at the multiple instances with multiple NWRESD leaders where Mr. Hidding was warned of his behavior:
 - i. Mr. Hidding's supervisor told him he was being disrespectful and aggressive during their initial meeting on April 24th, 2024 to create a plan for Mr. Hidding to bring his child to work. When Mr. Hidding was warned of this behavior he became even more aggressive.
 - ii. When Mr. Hidding was placed on paid Administrative Leave, Director Dalbey issued, in writing, a directive "to not retaliate against anyone who you believe may have provided information related to this incident. This directive means you may not exhibit any behavior that could reasonably deter others from making complaints about you or serving as witnesses. It also prohibits any behavior that could be considered disruptive or coercive in your contacts with potential witnesses, or with others you believe may have provided information leading to this investigation. It is important you understand that such behavior will be viewed as potential retaliation and could be subject to disciplinary action." When Mr. Hidding received this warning, he sent a threatening and aggressive text message to his supervisor's personal cell phone late at night.

- iii. Again, Mr. Hidding was warned in his pre-termination letter, which stated the reason for the meeting as “allegations of unprofessionalism, insubordination, and communication that resulted in perceptions of multiple staff members feeling unsafe.” This would be Mr. Hidding’s opportunity to discuss these allegations before Human Resources made a decision as to what disciplinary action to take.
- iv. In his termination meeting on May 14th, 2024, Chief Simons laid out the expectations for the meeting. Mr. Hidding was aggressive, disrespectful, and unprofessional. Chief Simons reminded him multiple times in this meeting of the expectations and he did not heed these warnings or change his behavior.

Please note, that listed above are four distinct instances of warnings provided to Mr. Hidding. Within each of these instances there are at times multiple warnings. Every time Mr. Hidding was warned, his behavior either did not change at all or often became even more aggressive. It is particularly concerning that when Mr. Hidding was participating in his pre-termination meeting for his behavior, he exhibited the exact same behavior. Mr. Hidding showed no remorse, understanding, or acknowledgement that he would work on or improve this behavior. Instead he continued to escalate and create an unsafe work environment. Mr. Hidding has shown that this aggressive and unprofessional behavior will continue regardless of what the agency does.

- b. In addressing the grievance and evaluating Article 9.1.B, which defines just cause as “thorough investigation was completed by the ESD prior to administrating discipline,” it is clear that NWRESD abided by this article through the following actions that occurred within the ESD investigation:
 - i. Reporting of incident by supervisor
 - ii. Invitation by Director Dalbey to solve the issue at the lowest level
 - iii. Interviews with Mr. Hidding’s supervisor and Director Dalbey after refusal of Mr. Hidding to meet and his continued aggressive behavior
 - iv. Pre-termination notice issued to Mr. Hidding and OSEA representatives
 - v. Pre-termination meeting conducted with Mr. Hidding and OSEA representatives
 - vi. Determination of termination and notification of Mr. Hidding and OSEA representatives.

These steps show that a thorough investigation was conducted prior to discipline and dismissal.

- c. In addressing the grievance and specifically examining Article 9.1.C, which defines just cause as "The investigation will be fair and objective," it's important to note that NWRESD adhered to these principles throughout the investigative process leading to Mr. Hidding's termination.
 - i. NWRESD ensured fairness and objectivity by conducting a thorough investigation into the events surrounding Mr. Hidding's conduct. This investigation involved gathering relevant evidence, interviewing involved parties, and considering all perspectives impartially.
 - ii. Throughout the investigation, NWRESD maintained transparency and impartiality, allowing Mr. Hidding ample opportunity to provide his perspective and respond to allegations made against him. Despite his participation in the process, the evidence collected during the investigation clearly demonstrated repeated instances of unprofessional conduct and behavior that jeopardized workplace safety.

- iii. Furthermore, the decision to terminate Mr. Hidding's employment was based on a comprehensive review of the facts and evidence gathered during the investigation, aligning with the principles of fairness and objectivity outlined in the CBA.

Therefore, it can be concluded that the organization upheld the standards of fair and objective investigation as outlined in Article 9.1.C of the CBA, thus not violating this provision in the grievance appeal.

- d. In addressing the grievance and evaluating Article 9.1.D, which defines just cause as "The investigation produced substantial evidence or proof of guilt prior to discipline," it's essential to underscore how the organization's actions align with this provision.
 - i. The organization conducted a meticulous investigation into the allegations against Mr. Hidding, ensuring that all relevant evidence was carefully gathered and assessed. Throughout this process, substantial evidence emerged, clearly indicating Mr. Hidding's repeated instances of unprofessional behavior and conduct that compromised workplace safety including his interactions with three different staff members across four different occasions throughout this process.
 - ii. This evidence included direct communications, such as emails and text messages, which illustrated Mr. Hidding's confrontational and aggressive demeanor towards the Human Resources department and his direct supervisor. Additionally, testimonies from involved parties corroborated the existence of a pattern of behavior that warranted disciplinary action.
 - iii. The decision to terminate Mr. Hidding's employment was not made lightly but was based on the substantial evidence gathered during the investigation. It was clear that his conduct violated organizational policies and created an unsafe work environment.

Therefore, it can be confidently asserted that the investigation produced substantial evidence or proof of guilt prior to disciplinary action, thus adhering to the principles outlined in Article 9.1.D of the CBA. Consequently, NWRESD did not violate this provision in the context of the grievance appeal.

- e. In addressing the grievance and analyzing Article 9.1.E of the Collective Bargaining Agreement (CBA), which emphasizes that "Policies, rules, and discipline will be applied evenhandedly and without discrimination," it's vital to illustrate how NWRESD's actions align with this provision.
 - i. Throughout the investigation and subsequent disciplinary proceedings involving Mr. Hidding, NWRESD consistently applied its policies and rules in a fair and unbiased manner. There was no evidence of discriminatory treatment; rather, disciplinary actions were taken based solely on Mr. Hidding's conduct and adherence to established protocols.
 - ii. Moreover, NWRESD's decision to terminate Mr. Hidding's employment was not a sudden reversal of policy enforcement. Instead, it was a measured response to repeated violations of organizational policies and rules, which were clearly communicated to all employees.
 - iii. NWRESD's commitment to evenhandedness and non-discrimination was evident in its approach to discipline, ensuring that all employees were held to

the same standards of conduct regardless of position or personal characteristics.

Therefore, it can be asserted that NWRES D applied its policies, rules, and discipline evenhandedly and without discrimination, in accordance with the principles outlined in Article 9.1.E of the CBA. As a result, there was no violation of this provision in the context of the grievance appeal.

2. In response to the grievance raised regarding the alleged violation of Article 9, Section 4 of the Collective Bargaining Agreement, it is imperative to highlight the circumstances that warranted the deviation from progressive discipline.
 - a. The employee in question exhibited a pattern of escalating aggression and unprofessional behavior that posed a direct threat to the safety and well-being of the work environment. This behavior persisted across interactions with three distinct leaders within the organization: Mr. Hidding's direct supervisor, the Director of HR, and the Chief Human Resources Officer.
 - b. Given the severity and persistence of the employee's conduct, immediate action was deemed necessary to address the imminent risk posed to the workplace. This decision aligns with the provision in Article 9, Section 4, which allows for bypassing progressive discipline when the situation warrants more serious measures or immediate intervention by the Superintendent/designee.
 - c. The organization's priority remains ensuring a safe and respectful work environment for all employees. Therefore, the decision to take immediate action was made in the best interest of upholding these standards and mitigating further harm or disruption to the workplace.

Conclusion

Based on the comprehensive findings and determinations detailed above, it is clear that the NWRES D did not violate the Collective Bargaining Agreement (CBA) – Article 9, Section 1, which states that “No non-probationary, regular employee shall be disciplined or dismissed without just cause.”

The investigation and disciplinary process adhered to the defined principles of just cause as outlined in the CBA, demonstrating:

- **Adequate Warning:** Mr. Hidding was repeatedly warned about the consequences of his conduct on multiple occasions, with each warning clearly documented and his behavior either remained unchanged or became more aggressive.
- **Thorough Investigation:** The NWRES D conducted a comprehensive investigation, including incident reporting, interviews, issuance of notices, and conducting meetings, ensuring that all relevant facts and evidence were considered prior to making any disciplinary decision.
- **Fair and Objective Process:** The investigation was conducted with fairness and objectivity, providing Mr. Hidding ample opportunity to present his perspective and respond to allegations. The process maintained transparency and impartiality throughout.
- **Substantial Evidence:** The investigation produced substantial evidence of Mr. Hidding's repeated unprofessional behavior and conduct that compromised workplace safety, justifying the disciplinary actions taken.

- **Evenhanded Application of Policies:** The NWRESD applied its policies, rules, and discipline in an evenhanded and non-discriminatory manner, ensuring that all employees were held to the same standards of conduct.

Additionally, addressing Article 9.4, which states, "Progressive discipline shall be used, except when more serious discipline is warranted, or when immediate action is deemed necessary by the Superintendent/designee," it is evident that the NWRESD did not violate this provision. The decision to bypass progressive discipline was warranted due to the severe and persistent nature of Mr. Hidding's behavior, which posed a direct threat to the safety and well-being of the work environment. Despite this process and the warnings Mr. Hidding received, he continued to use aggression, intimidation, retaliation and threats, which leaves NWRESD with no other choice than to take immediate action to terminate Mr. Hidding. It is clear that Mr. Hidding will not change his behavior as he has made no attempts to do so. Immediate action was necessary to address this imminent risk, and such a decision was in alignment with the CBA's allowance for immediate intervention under these circumstances.

Therefore, it is concluded that the NWRESD upheld the standards of just cause as defined in the CBA and did not violate any provisions in the context of this grievance appeal. The actions taken were necessary, justified, and in the best interest of maintaining a safe and respectful work environment for all employees. Mr. Hidding's inexcusable behavior and increasing aggression toward anyone who tried to help him left the organization with no choice but to take decisive action to protect its staff and uphold its standards of conduct.

Sincerely,

Megan McCarter, Chief Academic

**Fwd: Checking on HRA VEBA catch up contributions for Michael Hidding**

Debbie Simons <dsimons@nwresd.k12.or.us>

Wed, Mar 20, 2024 at 1:25 PM

To: Michael Hidding <mhidding@nwresd.k12.or.us>

Cc: Pam Voss <pvoss@nwresd.k12.or.us>, Payroll NWRES D <payroll@nwresd.k12.or.us>, Kathy Fernandez <kfernandez@nwresd.k12.or.us>, Teri Staudinger <teri@osea.org>, Ethan Akre <eakre@nwresd.k12.or.us>

Hello Michael,

I was asked to review your situation; I can see from your emails that you are quite frustrated about the situation and I understand why that would be. Here's the facts as I understand them:

1. Unfortunately, you made an error when you selected your benefits during open enrollment. I noticed in one of the communications that you asked why Kathy didn't catch it; and the reality is that with 800+ employees, all of whom have a variety of life and benefit choices, your error did not stand out as something that needed to be addressed. Other employees make the same choices you did at the time.
2. You realized five months later that you were not receiving your VEBA payment and that your account was not growing. For your information moving forward, you can see what is paid on your check (check stub) monthly by going to the employee portal. It looks to me like that happened around March 7. The same day payroll was notified of your error, they contacted Kathy in benefits who immediately notified OEBA to see what, if anything could be done. She was initially advised you needed to appeal as it was outside of the 45-day window for her to correct any enrollment errors.
3. On March 8, 2024, OEBA notified Kathy that an appeal was not necessary and they would work to resolve the issue. Additionally, the ESD did not have to allow a change to be made as it was quite outside of the plan year; however the ESD advocated on your behalf that the change be made and avoid the appeal process. No other information after that advocacy is provided to the ESD from OEBA or you.
4. On March 19, 2024, Kathy followed up with OEBA as she had not heard anything for approximately seven days. She noted that your error had been resolved, and notified payroll.
5. Payroll notified you the same day (yesterday) that the correction would be made in this month's payroll, which is in a few days. Typically, going back several months in time takes additional time; particularly given the implementation of the licensed contract that payroll staff is currently working to accomplish this week.

In reviewing all of the information, I noticed that you received timely responses from payroll and benefits staff, usually the same day; and I noted their advocacy for your situation when there really was no requirement for them to do so. The reality is once plan selections are made during open enrollment, they stay made unless a qualifying event occurs until the next year's open enrollment. Had they not advocated on your behalf your choices would have been to go through OEBA's appeal process or wait until the next open enrollment to make a change. I know you must be relieved that the situation was resolved to your benefit and so quickly once accurate information was provided to the ESD.

At this time, I have asked payroll and benefit staff to focus on implementing the licensed contract and ensuring that your situation is resolved as that is where their energy needs to be spent to ensure payroll deadlines are met.

Have a good rest of the week.

Debbie Simons

Chief Human Resources Officer



Northwest Regional ESD

5825 NE Ray Circle
Hillsboro, OR 97124
(503)614-1407

----- Forwarded message -----

From: **Michael Hidding** <mhidding@nwresd.k12.or.us>

Date: Tue, Mar 19, 2024 at 12:12 PM

Subject: Re: Checking on HRA VEBA catch up contributions for Michael Hidding

To: Pam Voss <pvoss@nwresd.k12.or.us>

Cc: Ethan Akre <eakre@nwresd.k12.or.us>, Teri Staudinger <teri@osea.org>, Payroll NWRES D <payroll@nwresd.k12.or.us>

Hello Pam,

I still feel like I am missing some illustrative information that demonstrates on what grounds you are needing vs just wanting to withhold the money.

1 -May myself and OSEA leadership please see what official "Governing Documents" or "Authoritative Documents" the employer is using to factually and demonstrably back up its assumption/assertion that issuing an immediate payment would be 100% illegal and entirely precluded from its role in administering this union benefit?

Can you show anything to OSEA that shows our Union has already been properly and officially notified of NWRES D's plan to implement these practices and that OSEA already exhausted its right to bargain over these circumstances in earnest and that the result of those formal negotiations were for the NWRES D employer to routinely rely on third party a determination for purposes of administering benefits for insurance opt outs?

My understanding of Union benefits is that the employer cannot create its own unilateral implementation of its preference; without expressly notifying the union of its intent to do so in writing and avoiding circumventing the CBA and our collective rights under the NLRB and ERB.

I am genuinely trying to see if there is a law or OAR that entirely bars or precludes the employer from acting benevolently in these circumstances for a represented worker under the collective bargaining umbrella of OSEA.

I am not understanding why NWRES D has its hands tied to both the OEBA and HRA VEBA.

Thank you for helping everyone see if we have any reliable and official documentation to help guide the Union OSEA and employer for these circumstances.

I am still looking for the date for the payment

2 Payroll closes on April 8th for March so then I will receive this lump sum on April 30th?.

On Tue, Mar 19, 2024 at 11:22AM Payroll NWRES D <payroll@nwresd.k12.or.us> wrote:

Hi Michael,

To clarify, we haven't received official confirmation from OE B B that your appeal was approved. However, it seems likely as your opt coverage has been updated accordingly on their behalf.

It's important to note that HRA Veba isn't counted as part of your gross wages; it's a benefit incentive separate from your overall yearly gross income.

Following discussions with my supervisor, Pam, your HRA Veba incentive retroactive payment will be included in March's payroll and processed accordingly to HRA Veba.

Thank you for your patience and understanding through this process.

Please let me know if you have further questions.

Seth Feldman

Payroll Department
(503) 601-2960
payroll@nwresd.k12.or.us
Northwest Regional Education Service District

On Tue, Mar 19, 2024 at 10:35AM Michael Hidding <mhidding@nwresd.k12.or.us> wrote:

This seems like a violation of BOLI.

My math puts this amount over 5%, so the employer has three business days.

<https://www.oregon.gov/boli/workers/pages/paychecks.aspx#:~:text=Employers%20may%20not%20withhold%20or%20delay%20paychecks%20as%20a%20form,item%20held%20by%20the%20employee.>

"When the underpayment represents less than five percent of your gross wages, the amount may be paid on the next regular payday. If the underpayment represents more than five percent of your gross wages, the amount must be paid within three business days."

Thank you for your consideration.

On Tue, Mar 19, 2024 at 10:30AM Payroll NWRES D <payroll@nwresd.k12.or.us> wrote:

Hi Michael,

We are closing March payroll this Friday and will be including the amount owed with the retroactive date of Oct.

I am going to clarify with Pam if we need anything additional to OE B B outside of what Kathy provided, in terms of confirmation that your appeal was approved.

Once we process payroll, our accounts payable department will process the deposit to HRA Veba. At the point HRA veba will deposit funds into your account. Typically it takes them 3-5 business days to deposit funds.

I would give best estimate you will see the funds first week of April.

Let me know if I can assist further.

Thank you,
Seth Feldman

Payroll Department
(503) 601-2960
payroll@nwresd.k12.or.us
Northwest Regional Education Service District

On Tue, Mar 19, 2024 at 10:26AM Michael Hidding <mhidding@nwresd.k12.or.us> wrote:

Sorry, that time estimate is confusing for me.

Am I being issued an immediate payment this week, or is NWRES D holding this money to be released at a later date of its choosing?

May I please advocate for this to be corrected in real time?

Thank you Seth

On Tue, Mar 19, 2024 at 10:09AM Payroll NWRES D <payroll@nwresd.k12.or.us> wrote:

Good Morning Kathy,

thank you! we will setup adjustments to catch Michael up in March payroll and gets funds deposited accordingly.

Seth Feldman
Payroll Department
(503) 601-2960
payroll@nwresd.k12.or.us
Northwest Regional Education Service District

On Tue, Mar 19, 2024 at 8:15AM Kathy Fernandez <kfernandez@nwresd.k12.or.us> wrote:

Good morning!

I had a calendar reminder to check on this situation--just in case there was a delay in OEGB's response to Michael Hidding's appeal.

So, I have not been copied on the decision notice from OEGB but I can see the following in the system:

ID Last Name First Name

[Reset](#) [Active](#) [History Detail](#) [OE History](#)

[Benefit Summary](#) [Member IDs](#) [Member Info](#) [Dependents](#) [Case Notes](#) [Other Group Cov.](#) [Employment](#)

[QSC Events](#) [Reinstate All](#) [Term All](#) [Beneficiaries](#) [Healthy Futures](#) [Member Module](#)

Summary for employee of Northwest Regional ESD (Current)

Plan Type/Plan Name	Coverage Tier	Enr Type	Cov. Eff. Date	End Date	Dependents
Medical Medical Opt Out	Other Group Coverage	Q	10/01/2023		YANHUA JAYDEN
Basic Life Plan 3 Basic Life-\$10,000	Employee Only - \$10,000	Q	03/01/2023		
Basic Accidental Death and Dismemberment Plan 3 Basic AD&D-\$10,000	Employee Only - \$10,000	Q	03/01/2023		
Long Term Disability - Mandatory Plan 11-Long Term Disability (Mandatory)-90 Day@60%	Long Term Disability - 90 Day@60%	Q	10/01/2023		

OEGB has entered Michael's other group coverage information with the effective date of 10/01/2023.

Please let me know any next steps, or a time estimate of when Michael's HRA VEBA contributions for opting out of medical, dental, and vision coverage will be deposited.

Thank you Payroll Team!

Sincerely,

Kathy Fernandez, pHCLE, SHRM-SCP

Human Resources Specialist | *Pronouns: she/her/hers*

Northwest Regional ESD | 5825 NE Ray Circle | Hillsboro, OR 97124
p: 503.614.1445 | f: 503.614.3186 | 7:00am - 3:30pm, M-F

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Mick Hidding "Narwhal"
(He/Him/His)
School & Family Engagement Liaison
Northwest Outdoor Science School
5825 NE Ray Circle, Hillsboro OR 97124

mhidding@nwresd.k12.or.us

Phone: 503-614-1634
Fax: 503-614-3182

--
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Northwest Outdoor Science School
5825 NE Ray Circle, Hillsboro OR 97124

mhidding@nwresd.k12.or.us

Phone: 503-614-1634
Fax: 503-614-3182



Re: Response to Payroll and Benefit Inquiries

1 message

Mick Hiddin <ib12mc@gmail.com>

Wed, Jul 17, 2024 at 6:24 PM

To: Debbie Simons <dsimons@nwresd.k12.or.us>

Cc: Teri Staudinger <teri@osea.org>, Cydnie Meyer <cydnie@osea.org>, Ethan Akre <eakre@nwresd.k12.or.us>

Debbie,

Just want to let you know I attempted to hold you and Catherine's gross negligence accountable with Super Intendent Dan Goldman and at first he refused to even process my complaint as a citizen and community member. Dan has your back 100% in solidarity just like you said "Akari is one of the best if not the best" in her positions, this is how Dan views you. Dan formally in writing could not care less that you didn't have a process for disarming my badge and for secure access nor that you offically lied to OSHA a state representative.

I however still assert using a "risk vs reward lens" you all are just covering up for each other to keep the status quo alive and thriving behind closed doors. However your gross inaction poses a community risk to the workers represented and otherwise.

I am referring Uvalde since Dan from his position is not using this same risk vs reward lens and more the antiworker one and is approaching this with a lens that he did not share with his official response to my complaint. (Which as the record shows your legal counsel forced him to comply with his own official policy of allowing community complaints, they confirmed this when they reached out to harass me and intimidate me in another example of reprisal from the ESD)

Example 1 Uvalde

"Securing doors has long been a focus of school safety drills, and the inability to do so during the [May 24 attack that left 19 children and two teachers dead](#) is raising alarms among experts and politicians.

When doors are not secure, “your first step, your first line of defense has now been eliminated,” said Ken Trump, the president of the National School Safety and Security Services.

State Sen. Paul Bettencourt said unlockable doors make lockdowns and shooter training worthless, adding that there was “zero obstacle to the shooter.”

<https://www.koin.com/news/oregon/who-is-elias-huizar-amber-alert-suspect-substitute-teacher-police-officer/>

Example 2 (Prescient German and Cogent for purposes this happened when I was on paid admin leave and my badge needed to be deactivated

<https://www.koin.com/news/oregon/who-is-elias-huizar-amber-alert-suspect-substitute-teacher-police-officer/>

Example 3 <https://abcnews.go.com/US/locked-doors-impact-deterring-school-shootings/story?id=97235380>

Let the record show I have never witnessed a shooter drill at my office in the history of my short lived career at NWRESA whereas every other school district we practiced this routinely. We did do a fire drill that seemed very needed since was hapahazard and not everyone knew what to do or where to muster. Some corners at your ESD get cut from my perspective and lived experience as a seasoned educator. When you purport that I have to sacrifice my livelihood and contractual just cause for progrssive disciipline for "perceptions of safety" yet in your and Dan's official purview you are excused entirely from acting on real safety issues it does beg the question why accountability is a one way street? Power corrupts and oppression exists in a vaccum so sometimes concessions have to be made when the old guard is exposed to not uphold the community's values and transparency is introduced to a system that likes to keep a tight lid on things. Hope the district can find these circumstances to use my situation as a growth opportunity moving forward.

As I now have an example of the employer via HR engaging in Impact Bargaining, I would like to send you my genuine appreciation for the thoughtful follow up exchange.

However, my top three continued issues with NWRES D via payroll and HR are that 1 you continually do not share information and are dismissive to your workers, 2 this dynamic is verifiably oppressive and not transparent and those who wield all the power in decision making routinely abuse their positionality to the detriment of the workers, 3 you continually engage in fiscal impropriety without accountability and taking responsibility.

I would like to invite you to be accountable by offering an admission of guilt and or responsibility.

Since this is not really the Modus Operandi of your HR department, Pam's Payroll, nor NWRES D under Dan Goldman, you might phrase it so that the admission of guilt is softened as for your organization to wash their hands of their direct responsibilities, or the impact over their decision for our Union shop.

I can coach you on what this might look like for a case of a grievant experience non stop reprisal for having gripes and legitimate complaints around the employer breaking numerous laws, contract articles and even adhering to its own policies.

1 "It was discovered that there seems to have been a pay discrepancy which may have not been on the original final check. On behalf of NWRES D we regret this error."

or if you're not into the whole brevity thing.

2 Mr Hidding thank you for bringing this to our attention and I am working on a price quote per our policy for the Oregon Sunshine Laws. It looks like your expansive request might set you back 10's of thousands of dollars as I am not FLSA so all of my time will be on overtime so you are aware. Looks like I can provide you with your personnel file for example for \$1,000.

Can you let me know how you want to prioritize the requested information and documentation so I can build that into my schedule busy schedule of getting 500 emails a day?

It seems like your official priorities are the following:

0 Do Catherine Dalbey and myself openly identify as women of color among NWRES D staff?

0.5 How official written record went from Akari went "Sorry about that" to "I am in support of this" to Catherine being open to this but only if we meet on her time with zero documents, to it being impossible but I can also choose to go to the community meeting same day at another non ODS school since a nice principal and not our NWRES D approved that, to Debbie writing even my request to use a policy the district "participates in" was violating the policy.

0.75 All examples of how NWRES D "participates" in take your kid to work day with a pre approved and cumulative and exhaustive list of current and historical express examples.

1 How NWRES D bargained in good faith over the creation of your permission and got OSEA's official permission via Article around newly created positions over agreed salary range and duties? Please provide where you have OSEA "agreement"

2 ODS principal

A Emails (Spring 2023) from Akari to Bailey (Magruder Site) via Michael having to work out of a higher class by for translation and interpreting duties for site nurses not expressly listed in the position.

B. Confirmation of how and why I was required by Akari to do an off year self evaluation rubric in Winter 2024 for my one on one when this is contrary to the policy handbook of it being every other year.

C. If that was another "mistake" or if she was explicitly directed to do that by HR.

D. Please confirm if all NWRES D classified staff were also required to do this self eval rubric or just myself. As an example check with the Equity Team who are non licensed, do they also have to be required every year?

E Did NWRES D reach out to OSEA to let them know they were changing the employment conditions prior to it's implementation contrary to the staff handbook so they could bargain over both the decision and impact?

F Did this second self eval from Winter 2024 get officially placed in my personnel file, was that or could that have been used for consideration for my discipline and termination if was placed there.

G Was Akari sent the paperwork to authorize the FMLA from Kathy Fernandez or withheld this consideration for this communication

H Did Catherine Dalbey have Akari's express permission and consent to put her as (cc'd) on the paid admin leave threads and were there conversations of her having that choice or did she do this unilaterally? Please provide an email from Akari or notes she will testify that she expressly wanted to be in the loop since at this point NWRES D via HR was alleging there were "perceptions of safety".

I If Akari is no longer employed at the district for any reason please advise that status change

J For Former principal "John" please advise the official reason for his separation and if he is permitted to receive a "positive" reference from NWRES D after his tenure as ODS principal or only a neutral one confirming "he worked there". Failure to produce this will be viewed as context that he was more likely than not "terminated" and the district has a non-disclosure/indemnity/hold harmless agreement where both sides cannot talk disparagingly about the circumstances around his tenure and departure nor he about the district.

3 Governing Documents of how it is impossible for NWRES D to deny you the FMLA period and give a back dated wage for sick time and official last day. Is it possible this is just HR's current interpretation and/or preference?

4 If Debbie issued a corrective statement to OSHA by mistakenly referring to the grievant as an employee when turning in his secure badge.

5 Paid administrative leave requirement to make myself available to respond within 15 minutes and how that ensures an uninterrupted lunch and if we gave BOLI required notice. How we are denying your OT if your normal working hours are 9:30-6pm= 9.5 hours?

6 Documentation of How and when your reps at OSEA were made aware of of NWRES D requirement prior to implementation of the requirement to have both a phone, and personnel device to access the internet for paid admin leaves or if this was the first occurrence they were aware of.

7 Whether I issued an official retraction and rescinded my version of the step 2 denial before another third party gave their decision Carter?

8 Whether OSEA received their entire RFI before Ms. Carter weighed in or if that was still pending by the time OSEA's receipt of a second (alleged non contractual) step 2 response.

9 How NWRES D made it clear to OSEA at bargaining that HR at step 2 would also have the express written intent with no OSEA objections to be present physically or virtually for any and all board hearings for grievances including terminations via step 4 of the grievance procedure or just those involving allegations of HR engaging in reprisal for union activity?

10 NWRES D official intent of whether it has the duty and responsibility beyond step 4 and shall engage with OSEA to arbitrate grievances submitted to arbitration or it refuses to do so until a potential court order subpoena? (Mentioned in (2) parts of the CBA arbitration leave and Union has other means when NWRES D failed to bargain arbitration language.)

11 Bargaining notes how around grievance procedure about how OSEA bargained away Federally and Oregon State protected rights to arbitrate Labor disputes under the law and how that was omitted from the CBA.

12 Was there a PERS contribution for all months of employment including May 2024

13 Please explain the rationale for how I was paid a seemingly an illegally late lump sum in June 2023 for my HRA VEBA totaling \$1,050 and paid on 6.30.23?, please explain if that was issued within 3 days per BOLI law for being over the threshold to make immediate out of sequence payment? Please confirm if I was previously taxed to the detriment on a previous HRA-VEBA and shorted on my gross/net wages and how long it took those to be properly reconciled. Please confirm the exact dates of how many days passed since payroll/you were made aware of being taxed and if I was properly made whole or had to wait longer than the 3 days for amount that exceeded 5% of my wages. Please provide the communication from Pam Voss or Payroll supervisor asking if she could "confirm receipt" of the communication since she failed to even follow in a timely manner. Please confirm how many days passed from my initial payroll request to make them aware of HRA VEBA discrepancy, to the date of the reminder, to the date of Pams reminder, if she had a greeting or "chilling" lack of greeting as HR does, and what date I was officially made whole for that amount in Spring 2023.

14

After Carol Helfer clearly allegedly violated the CBA language for your initial position step allocation (while I was on trial service) in Spring 2023 and I am alleging broke State Law as well, how many days did I have to wait to receive that payment around April-June 2023? What calculation did the district use to show this make whole amount was below 5% of my wages per BOLI's requirement to issue out of sequence payments?

15 Please explain what happened to Catherine Dalbey's conflict of interest and abuse of power tip I gave to you to investigate in confidence and in good faith? Please explain the rationale about why HR is given a pass on clear conflicts of interest and abuse of power?

16 Please explain with your policy handbook how if nothing in the handbook is meant to "enlarge or diminish" yet you as Chief HR officer end with the last phrase Any information contained in this staff handbook is subject to unilateral revision or elimination from time-to-time without notice. is not an Unfair Labor Practice and clear written intent to routinely do so to steamroll your workforce by getting the last word, please advise if you are willing to work with the union to rephrase that and delete the intent to engage in ULPs going forward?

17 Please produce the Email from the March 2024 HR where Kathy Fernandez alleged she had zero recourse over our union HRA-VEBA benefit totaling over \$3000+ including your Debbie Simon's jumping on the thread. You had zero problem with me using official channels to engage in pro union activity to safeguard our union benefits and unilateral changes to them you even mentioned me be "upset" or angry without taking and efforts or steps to engage in corrective action in real time nor say that I was not allowed to use my official email to "union organize" and "enact change".

18 OEBA copy of the official appeal for NWRESA for eligibility that Kathy forced me to engage with and assured me she receives a copy of each appeal, please provide this exchange and documentation.

19 Has NWRESA received a demand to bargain from OSEA from March 2024- present (6 month ULP timeline) regarding the contractually implied HRA-VEBA and did it reach out to OSEA prior to Kathy's unilateral action of shirking her duty to pay this benefit to all represented workers with bonafide coverage proof.

20 Did OSEA in good faith as reported file any official RFI during the period of time from my paid admin leave to last day of employment?

21 Has OSEA advocated previous to this email for my last day of employment to be changed to my legally requested FMLA dates for being "incapacitated"?

22 Has OSEA requested documentation for all disciplines from NWRESA especially including terminations?

23 What was the date that OSEA received the dismissal RFI in good faith from NWRESA?

24 When OSEA requested the RFI for my dismissal did they list an express timeline for expecting receipt of the documents, if so how many days did they request it be given to them by? What was the actual number of days it took to process and if Ms Carter recieved those same documents prior to OSEA's receipt?

25 Please provide the full RFI as NWRESA has shared with OSEA and redact any confidential information like names of dismissed workers or PPI.

26 You wrote in your step 2 response with something to the effect that I refused help by everyone offering which would most certainly include my Union reps.

A. Do you have notes from these private backdoor conversations between you Catherine, Teri and Ethan where they expressly agreed and were openly lamenting that I was incorrigible? That seems more like an HR lie and a falsehood or an "accident" or "mistake" for you and Mr. Goldman's wording preferences to escape accountability. Unions including OSEA have a duty to live up to a "duty of fair representation" so they would never be saying that to you to create a clear conflict of interest against someone they are legally obliged to represent. It is more likely you are conflating things to make your seemingly weak case for just cause.

B Can you redact that sentence from the step 2 response (amended HR version 2) as you are legally bound to only be using facts for your evidentiary burden? If you don't have electronic or

handwritten notes from that conversation between HR and OSEA enshrining that was a documented fact prior to dismissal this step 2 HR version 1 requires a redaction.

C If you have not already done so please officially retract and rescind your version of the step 2 (the amended HR version 2) which should be factual in front of Dan Goldman and the NWRES D Board and any arbitrator or Administrative Law Judge so that Ms Carter's is the sole official step 2 response.

This list is not the full, rather an abbreviated version for purposes of saving time since my unemployment was denied, I am doing a job search as well as applying to schools for a career pivot.

I received a certified letter from the ESD that was not Dan's blanket denial of any wrongdoings by HR. USPS said they did not have the letter and sent it back.

I notice there was not an effort to coordinate any meaningful communication to enlighten me on the situation nor with ensuring that I get to cash any payments issued and fully understand why they happened, how they were they originally missed or if I might have to pay them back since. It would have been great to get those cashed first thing back to US.

27 Now that he is aware, does Catherine Dalbey and all of HR have Dan Goldman's and NWRES D' Board have express written permission to use her/their position to "fully recommend a termination" prior to gathering all the NWRES D's legal evidentiary burden to do a fact finding including interviews, policing of past practice, considering past performance and supervisor's preference and context of their work performance prior to the incident(s)? This was the case as she seemingly abused her position with my circumstances for all cases to the Chief investigator for all disciplines and terminations without the chief investigator or does Dan Goldman prefer to not put the cart in front of the horse and slowly and meticulously gather the facts of the "totality of the circumstances" and preferences and theatre of Catherine's comments would best be left to private consultations of HR weighing in on the case?

28 Does Dan Goldman and NWRES D Board consent to there not being the best practice of asking due process questions being given to a worker for their due process in all cases or just mine?

29 In all cases where fiscal impropriety is alleged by a staff or community member, and there is a meeting held where it could and should be addressed formally for whistleblower, transparency and due process purposes; does HR have explicit permission from the Board and the Superintendent to have the Chief of Fiscal or Payroll be present yet waste their times and district funds without consideration and allotted time for someone with information to actually speak truth to power or enlighten mandatory reporters to shady practices and illegal and or unethical practices, or just my case?

P.S.

Thank you for putting our OSEA grievance in abeyance for purposes of my sabbatical. I see you bargaining in good faith from my advocacy.

Thank you for letting me know there was a pay issue and I am not being gaslit by thinking something wasn't above board per my experience.

Thank you for permitting Ms Carter to issue a step 2 response though the intent and hope was that would be step 3 with a real meeting.

Thank Mr Goldman for his consideration of processing my reprisal grievance that his legal counsel affirmed I had a contractual right to.

Thank Mr Goldman for his apt reconsideration of processing my community complaint.

Thank all of you for any future reconsiderations to decreasing any low hanging fruit to curb mass school shootings which are the omnipresent in our schools like HR departments having real policies and procedures for admin leaves and dismissals where the workers are described as: "volatile, disgruntled, hostile and aggressive".

Please do cease and desist by having your antiunion and anti-worker legal representatives reach out to harass me and further engage in in direct or indirect NWRESD district sanctioned reprisal by any means without a judge's signature and please cease and desist in using our precious public funds for them to be billed for their time to reach out and further "chill" me as grievant or anyone in the future.

NWRESD will surely be raising objections about my BOLI Civil Rights and Stolen and Withheld Wage complaints as abusing precious public funds, time and taxpayer money so I want to proactively go on record that you are misusing and abusing funds in your antiunion and anti worker activities via Miller Nash harassing me as their unneeded and unwelcomed communication I find seriously provoking, outright scary for my panic attacks, as well as annoying and offensive as a grievant. If you wanted a legal firm to reach out and bully grievants engaged in whistleblowing you should have bargained them into the CBA, instead they should be the background and advising you to avoid arbitration and seriously consider settlement alternatives, as that is the intent of the grievance procedure as mutually bargained.

Eli from Fiscal came to the "Catherine's presentation meeting" that was prefaced for my due process and you chose not to make any time for that which served only you and district, he seemed to be there just to intimidate me with his continual frowns and disgruntled demeanor by having his time wasted. I followed up with Kathy for his email to send him the full list of complaints to be transparent and I got back a refusal and she only put me to a channel limited to 2000 letter characters.

OSEA has my utmost respect for its amazing representation and being the mediator between myself and NWRESD. They have my full permission, cooperation and encouragement to advance this grievance to step 3 (and all the way through arbitration) should that have not happened prior to putting the grievance in "abeyance" status.

On Thu, 20 Jun 2024 at 07:46, Debbie Simons <dsimons@nwresd.k12.or.us> wrote:

Teri,

Here are facts about Mr. Hidding's payroll situation:

1. An error was made entering his leave - instead of paid admin leave, he was accidentally place on paid leave oregon (unpaid).
2. He was terminated as of 5/15/24; and signed for his final check on 5/20/24. The final check had a calculation sheet with it.
3. Both you and he raised the concern the same day.
4. I requested a review of his pay.
5. A check with the missing days was mailed to him by certified mail last Friday.

Debbie Simons
Chief Human Resources Officer



Northwest Regional ESD
5825 NE Ray Circle
Hillsboro, OR 97124
(503)614-1407

On Wed, Jun 12, 2024 at 2:34 PM Teri Staudinger <teri@osea.org> wrote:

Dear Debbie,

Mr. Hidding was placed on paid administrative leave on 4/24. He should have remained in paid status (admin leave) until the notice of termination was issued.

Could you please have payroll review Mr. Hidding's pay to ensure he was paid for those days?

Thank you,

Teri

Sent from my iPhone

On Jun 12, 2024, at 1:09 PM, Mick Hiddin <ib12mc@gmail.com> wrote:

This message is from a non-OSEA email address. Please use caution and only click links and attachments if you are sure they are safe.

Dear Ms/Mrs Simons,

Thank you for bargaining in good faith with your constituents regarding the release of crucial but perplexing information and documents.

My understanding is that you have to return all emails within 24hrs, that is what I was taught as our NWRES D policy and practice.

I notice your opening is once again mirroring Director Catherine Dalbey's stone cold "chilling effect" entirely absent a professional greeting for your tone and tenor of chosen professionalism. I am diligently documenting and officially noting for the legal record as another example of the Chief Human Resource Officer's clear and convincing "reprisal" and "retaliation" against protected concerted Union activity and the grievance procedure that you are breaking the law once again.

Dear Authority, Esteemed Arbitrator, Administrative Law Judge, Superintendent Dan Goldman and NWRES D School Board: Please note the clear example of as an assumed over entitlement of Ms/Mrs. Debbie Simons' moral turpitude of abuse of power as she routinely engages in conflicts of interest from her position of total authority as an Anti Union entity as an At Will employee of NWRES D.

Notice how she doesn't provide any clear and convincing governing documentation per her Modus Operandi and just says "ultimately" without citing a verifiable source as a routine bargainer of bad faith.

Document four perfectly expressly lists that I was employed and scheduled (SCH) and curiously put in Leave Without Pay (LWOP) status. Notice how the "Paid" is marked "0" as if in reprisal for Union Activity or complete ineptitude. Notice the time date stamp on document 4 5/17/24, 2:07 PM. Curiously exceeding the legal

threshold of being paid out per BOLI that the systems don't reconcile in a way anyone can follow intuitively.

An outside observer might note that Monday 4.22-4.24 hours were not even populated though I was working as normal those days and requested they be turned in by John Pepinski; as if one hand (H.R.) is not talking to the other (Payroll) with "professionalism". Though the document was dated 5.17 well after my dismissal, surely the employer had time to engage in some professionalism if they locked me out of all electronic systems while concluding their impartial and unbiased investigation.

It also begs the question, if we look at the CBA is there bargained language for unpaid administrative leave at all, did OSEA cede with a clear unmistakable waiver to bargain over this "decision and its impact". Is it even in the Official Policy Handbook "Preface" where Debbie Simons with express language an unfair labor practice that she will unilaterally revise it at any time without notice?

Can OSEA the Union, legal counsel of anyone with a brain, make the cogent argument that Debbie Simons' choice to unilaterally implement Leave Without Pay is a brand new punishment or "discipline" and she issued this without consulting OSEA nor waiting to conclude the investigation with all the facts. When this waiver is requested officially for due process with NWRES D will they be able to show a clear unmistakable waiver as is Debbie's hope, or are we going to see the employer empty handed. Does it then become even more confusing that May 2024 pay history is absent and missing?

How does Catherine's Admin Leave email entitled: "**Paid Administrative Leave**"

Prefaced with the intro line "Effective April 24, 2024 and **until further notice**, you are placed on **paid** administrative leave" actually reconcile with Payroll document number 5??? 40.00 LWOP: 4/25,26,29,30, 5/1/2024???

Can anyone outside from H.R. see a pattern of lack of professionalism of how messy and confusing this is?

Notice per document 5, how my "leave payout" is curiously "**Blank**" as if I had to forfeit my legitimately earned and accrued benefits of vacation days that I hadn't used, because of H.R. 's chosen path of reprisal of unilateral steamrolling. Does NWRES D have a clear and unmistakable waiver from OSEA allowing it to swindle via financial impropriety these benefits under any and all circumstances and when did it give notice of this practice prior to implementation? Or is this just for the "reprisal" for the very precarious circumstances myself Mr. Hidding the grievant found himself in when he tried to make a "complaint" against H.R. and assert his rights to protected concerted union activity?

VAC Balance 6/30/2022 (Blank) forfeited?

VAC Earned 7/1/2022 (Blank) forfeited?

PL= 24 (Was this paid out or forfeited how it that listed on any pay)

Was any benefit paid out and how can the ESD show a clear unmistakable waiver to bargain prior to implementation of this change?

To me this seems like a pattern of illegal fraud by the district with H.R at the helm.

The official record shows: I was duty stationed to be in front of my non- work issued laptop to monitor emails and be able to respond within (14) minutes which is an unfair labor practice. The cruel and unusual punishment of abuse that you and NWRES D HR subjected to me unduly and with total disdain, contempt and vindictiveness did not permit me time to go purchase a printer for the documents to send them back nor did I have an official document from Kaiser. I also experienced further extenuating and mitigating circumstances of having persistent panic attacks from Debbie Simons and Catherine Dalbey's abuse which made it impossible when I was officially medically incapacitated.

Effective Date of FMLA/OFLA This form: 4/25/2024

"Incapacity plus Treatment: Due to the condition, the patient has been or is expected to be incapacitated for more than three consecutive days."

I unfortunately was at work during that time and not resting and focusing on my health during the legally requested dates from my medical provider Kaiser Permanente who is notoriously slow and late with their bureaucracy and did not provide this document in a timely manner as we might have hoped. In most circumstances employers would act benevolently and apply the leave retroactively. This is not the case with NWRES D H.R. Department under Debbie. For our H.R. "incapacitated" means that has a caveat: if they want to go on a whim to abuse a worker who asserted their union rights and would be petty and spiteful enough to take away their legal right they will do that in a heartbeat.

OFLA eligible employees who terminate or are removed from the schedule but return to service within 180 days remain eligible for OFLA leave on their return. Also, credit for days of employment prior to a break in service must be restored when the employee is reemployed/returned to service within 180 days.

Federal Level: Wage and Hour Division

Illegal to have an Adverse Action

839-009-0201

(b) May not retaliate or in any way discriminate against the employee with respect to hire or tenure or any other term or condition of employment because the employee has inquired about the provisions of OFLA, submitted a request for OFLA leave, or invoked any provision of OFLA.

Your argument is that I was not an "employee" at the date of the request, my cogent argument with clear and convincing documentation per the Kaiser provider I was "incapacitated" during that express window of time regardless of what you prefer. My argument incorporates the legal tenets which rich and robust case law for the "Totality of the Circumstances" which includes mitigating, extenuating and aggravating circumstances which your communication here lacks entirely. Impact wise, you as the NWES D save big money by getting rid of a very pro union worker and hiring a new one at a huge cost savings, since I am at the top of my pay range. I however, impact wise should have had legal just cause, which included progressive discipline and not experienced direct and immediate reprisal to the detriment of my documented health.

For your argument you should be scrambling to have Kathy Fernandez demonstrably prove that my position wasn't eligible for any FMLA/OFLA nor was ever under any circumstance, but that isn't your cogent argument. It is simply your hope that an authority will read the record absent the tenet of the totality of the circumstances and you get off on a technicality. Good luck with that hail mary effort, I hope you vetted that through your legal counsel as they see you are an "at will employee" who has a fiduciary duty to the district, the public and the communities you allegedly serve more than just to nickel and dime unionized workers to save a buck for the district for our budget shortfall.

"and their representatives are who the ESD is communicating with." (Yet another Unfair Labor Practice and clear violation of the grievance procedure for "reprisal")

This is yet another clear and convincing for my evidentiary burden as an example of NWRESA failing to bargain in good faith for impact bargaining and goes expressly against the district grievance procedure (Article 11) that both parties mutually agreed as legally binding as well as we as members ratified in good faith that you including H.R. would uphold. It does not at all forfeit the grievant's right to meet with immediate supervisor at Step 1, Step 2 Superintendent's Designee, nor our esteemed Superintendent at Step 3, nor the Board with Step 4. That is merely your asserted preference which you cannot legally backup that you have sole authority over the CBA (and Labor Law).

H.R. and NWRESA would require another provision for terminations/dismissals with express mutually bargained language by both sides for you to not be further violating the C.B.A. and acting unilaterally against the spirit of the C.B.A. You do not have the authority to do this and you are out of scope and bounds with your abuse of power that is only at Step 2.

Yet, you H.R. Chief Officer at step 2 (without a meeting in good faith to share information beneficial for both parties to have a shared mutual understanding and settle at the lowest step) continually over insert yourself. I have (2) other grievances regarding the ESD violating of article 9.1E & Article 11 with clear reprisal for the grievance procedure. My legal counsel has advised me I have to exhaust all legal remedies available through the collective bargaining agreement and leave no stone unturned. OSEA is doing the dismissal and I am doing the (2) contract interpretation cases (lower evidentiary burden of "preponderance of evidence") which the District failed to respond to and I have asked Dan Goldman for the Superintendent's designee (per mutually bargained express language) to give me a non partial designee since you are the fox guarding the hen house at this point with your abuse of power and conflicts of interest. It would behoove the district to show a little tact for going through the motions to grant me these small concessions that are fair game through the C.B.A. I cannot take those two grievances to arbitration but I can and shall file these at each appropriate step regardless of your unilateral "chilling" attempts of retaliation and reprisal against me.

If you ever need a legit recommendation for being an H.R. Head for an anti union corporation like Amazon, I would gladly give you a glowing recommendation that you would fit right in with your amorale approach towards your workers and "my way or the highway" approach to ethical standards.

This is protected concerted union activity and no further act of reprisal and retaliation from H.R. will be tolerated.

I do forgive you for being ignorant and uninformed, I don't harbor ill will towards you as a person outside your H.R. role trying to save money and cut corners to take advantage unnecessarily. I cannot however let you be unaccountable towards your actions and the impact and consequences of your actions on myself or others in the future who may be similarly situated, as we are a nation of laws.

I have dedicated my life to advocacy and have organized against mafia connected bosses for stolen wages and gender pay equity in the third world. I am saddened by the fact that NWRES D H.R.' actions never miss a beat to be dismissive, oppressive and now overly punitive. If and when I am reinstated, there will be no ill will towards H.R. and you have my word on that.

I did great work at the ESD in my role before Catherine Dalbey decided to "help" when Akari asked what she "should do". It takes 2 to Tango.

As you are able:

Please confirm I was given a PERS contribution for each month January to February 2024 and what amounts ESD paid and what I paid from my check. Please send me my personnel file and your "ultimately" OFLA governing documents about how it is impossible to apply OFLA retroactively for a worker in my situation with a legitimate provider note. Please tell me what if any accruals were cashed out and dates you made OSEA aware of that practice. Please explain the LWOP nonsense or engage in some "professionalism" that shows sorry it is confusing for a worker to be put in paid leave until further notice in one thread and document yet with payroll it is void that same understanding and written documentation. Please explain why it is impossible to meet with Payroll to discuss this. Please explain the rationale for how I was paid a seemingly an illegally late lump sum in June 2023 for my HRA VEBA totaling \$1,050 and paid on 6.30.23?, please explain if that was issued within 3 days per BOLI law for being over the threshold to make immediate out of sequence payment? Please confirm if I was previously taxed to the detriment on a previous HRA-VEBA and shorted on my gross/net wages and how long it took those to be properly reconciled. Please confirm the exact dates of how many days passed since payroll/you were made aware of being taxed and if I was properly made whole or had to wait longer than the 3 days for amount that exceeded 5% of my wages. Please provide the communication from Pam Voss or Payroll supervisor asking if she could "confirm receipt" of the communication since she failed to even follow in a timely manner. Please confirm how many days passed from my initial payroll request to make them aware of HRA VEBA discrepancy, to the date of the reminder, to the date of Pams reminder, if she had a greeting or "chilling" lack of greeting as HR does, and what date I was officially made whole for that amount in Spring 2023.

After Carol Helfer clearly violated the CBA language for my initial position step allocation (while I was on trial service) in Spring 2023 and I am alleging broke State Law as well, how many days did I have to wait to receive that payment around April-June 2023? What calculation did the district use to show this make whole amount was below 5% of my wages per BOLI's requirement to issue out of sequence payments?

Please explain what happened to Catherine Dalbey's conflict of interest and abuse of power tip I gave to you to investigate in confidence and in good faith? Please explain the rationale about why HR is given a pass on clear conflicts of interest and abuse of power? Please explain with your policy handbook how if nothing in the handbook is meant to "enlarge or diminish" yet you as Chief HR officer end with the last phrase Any information contained in this staff handbook is subject to unilateral revision or elimination from time-to-time without notice. is not an Unfair Labor Practice and clear written intent to routinely do so to steamroll your workforce by getting the last word, please advise if you are willing to work with the union to rephrase that and delete the intent to engage in ULPs going forward? Please explain where the ESD provided me with BOLI's required notice to not grant me overtime for the (Paid?) Admin Leave. <https://www.oregon.gov/boli/workers/Documents/WH-161.pdf> I was told to stay "available during normal work hours" 9:30-6pm where in a humane work setting I would be given the dignity and respect or legal required uninterrupted lunch. Please explain why that time was stolen from me.

Please give me your word as your bond that you are willing to have Superintendent Goldman's Designee preside over my (2) grievances at step 2. Please provide me with your consideration for not "presenting" the district's case at step 4 with the school Board and engaging in another ULP since you already provided your contractual step 2 denial that contained several lies or falsehoods. Please provide an exhaustive list of every imaginable legitimate scenario or circumstance that demonstrates the district verifiably "participates" in take your child to work day since that was the inflection point that began with a benign request.

Please confirm that the complaint procedure where H.R. is or would be the subject matter of the complaint, that it would be turned into and investigated by the H.R. department per the website. ("White copy goes to Executive Director") so you essentially would be charged in good faith with diligently and dutifully investigating your own complaints against you??? misconduct? <https://www.mynwresd.org/uploads/1/3/9/2/13928214/complaintform.pdf> If that is the system does HR have a blanket waiver on being explicitly able to engage in clear conflicts of interest and abuse of power or is it simply implied??

Can you work with our esteemed superintendent and OSEA in good faith, and use a risk vs reward lens out of an abundance of caution to grant all my grievances "abeyance" status to officially extend and suspend the legal timelines while I go to China for a much needed family sabbatical from 6.17-7.17.24 and will be unavailable to join all proceedings and monitor timelines?

In Unity and Community,
Michael Hidding

On Tue, 11 Jun 2024 at 18:18, Debbie Simons <dsimons@nwresd.k12.or.us> wrote:

Mr. Hidding,

I understand you contacted Payroll and Benefits yesterday. I'd like to respond to a few of your concerns:

1. We have been researching your FMLA application as you were not an employee at the time of your submission of paperwork. Ultimately, you are not eligible for FMLA/OFLA leave retroactively as you were not an employee at the time of your application.

2. Payroll made your VEBA contribution. Please see the attached screenshots and additional VEBA Contribution information showing the contribution history.

3. Included with your final check was the calculation used to determine the final check . I have attached a copy of timesheets from 4-10 through 5-15 and the wage calculation. The final check was sent by certified mail and required a signature.

4. You are no longer an employee with the ESD - while your termination is working its way through the grievance process, you are not an active employee at this time. OSEA is your representative, and their representatives are who the ESD is communicating with. Should you have any specific questions regarding your pay or benefits, you are welcome to send those questions directly to me, and I will respond as I am able to.

Debbie Simons
Chief Human Resources Officer



Northwest Regional ESD
[5825 NE Ray Circle](#)
[Hillsboro, OR 97124](#)
(503)614-1407



M.Hiddin

2 messages

Teri Staudinger <teri@osea.org>

Thu, Aug 22, 2024 at 6:36 PM

To: Debbie Simons <dsimons@nwresd.k12.or.us>

Cc: Ethan Akre <eakre@nwresd.k12.or.us>, Tamra Frame <tframe@nwresd.k12.or.us>

Hello Debbie,

This email will serve as notice that OSEA is no longer pursuing a grievance on behalf of Michael Hiddin.

If you have any questions or concerns, please let me know.

Sincerely,

Teri Staudinger

OSEA Field Representative

Sent from my iPhone

Debbie Simons <dsimons@nwresd.k12.or.us>

Mon, Aug 26, 2024 at 3:47 PM

To: Teri Staudinger <teri@osea.org>

Cc: Ethan Akre <eakre@nwresd.k12.or.us>, Tamra Frame <tframe@nwresd.k12.or.us>

Thank you for letting me know Teri. I will close the grievance file.

Debbie Simons

Chief Human Resources Officer

[Northwest Regional Education Service District](#)

5825 NE Ray Circle Drive

Hillsboro, OR 97124

w: 503-614-1407 | f: 503-614-1628

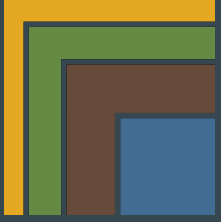
Pronouns: she/her ([what's this?](#))

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Northwest Regional
Education Service District

[Quoted text hidden]



HEARING (complainant)



Northwest Regional Education Service District

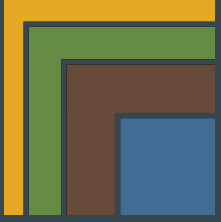
August 29, 2024

TO: Board of Directors
FR: Michael Hidding
RE: Just Cause Dismissal Appeal Hearing - Michael Hidding

EXPLANATION:

Mr. Hidding indicated he wanted the below included emails to Mike Porter provided to the Board for his hearing.

SUPPLEMENTARY MATERIALS: From Mr. Hidding: [Complainant Documents](#)



DELIBERATION & DETERMINATION OF COMPLAINT



Northwest Regional
Education Service District

END OF PACKET
FIN DEL PAQUETE

Special Session - Sesión especial
August 29, 2024 - 29 de agosto de 2024
4:30 pm

Questions?
Contact vwhite@nwresd.org