

**EMPLOYMENT AGREEMENT BETWEEN
JENNIFER ELLIS
&
THE GOVERNING BOARD OF
MOLALLA RIVER SCHOOL DISTRICT No. 35 CLACKAMAS COUNTY - MOLALLA, OREGON**

IT IS HEREBY AGREED by and between the Board of Directors of the Molalla River School District No. 35 (“District”) and Jennifer Ellis (“Assistant Superintendent”), that the District, in accordance with its action at the December 12, 2024, Board meeting, does hereby appoint Jennifer Ellis as Assistant Superintendent/ Director of Human Resources of the District, in accordance with the terms and conditions set forth below.

1. Term

Jennifer Ellis shall be employed as Assistant Superintendent of the District for a term of 30 months commencing January 1, 2025 and terminating on June 30, 2027 (the “Term”), unless terminated in accordance with the provisions contained herein, or unless she submits a resignation that is accepted by the Board. This Agreement shall automatically expire at the end of its stated Term. At the time of the Superintendent’s evaluation of the Assistant Superintendent, on or before March 15th during the second year of this contract, the Superintendent may recommend a two-year extension to the Term of this Agreement or may propose a new three-year Agreement to the school board for approval. Any modification, extension, or renewal that has the effect of changing the terms of this contract shall be set forth in writing either as a new contract or as an addendum to this contract. Nothing in this Agreement shall prohibit the parties from mutually agreeing to change one or more of the terms of this Agreement in the future.

2. Salary

During the Term of this Agreement, the District shall pay to the Assistant Superintendent an annual base salary in the amounts set forth below:

- a. One Hundred Sixty-Five Thousand Four Hundred and Seventy-Six Dollars (\$165,476) (prorated for the remaining six months of the 2024-25 school year, for a total value of \$82,738 to be paid in six equal monthly installments of \$13,789.67); and
- b. Shall thereafter be increased annually by 4% in recognition of her experience (STEP) and shall also include a cost-of-living adjustment (COLA) commensurate with the percentage increase received by the licensed administrators in the district for that same year.

Except for the prorated 2024-25 school year, the annual salary shall be paid to the Assistant Superintendent in equal monthly installments in accordance with the periodic payroll practices of the District for administrators and supervisors.

3. Other Benefits

In addition to the above salary, the Assistant Superintendent shall receive and be eligible to receive all fringe benefits that might now or hereafter be granted to regular administrative and supervisory employees of the District under District Rules and Regulations and/or the laws of the State of Oregon, except as identified below:

a. Vacation Leave – Carryover Approval:

The Assistant Superintendent shall be required to render 12 months of regular service to the District during each annual period covered by this Agreement, except that she shall be entitled to 25 days of vacation in addition to the following holidays: Independence Day, Labor Day, Veterans Day, Thanksgiving Day (2), Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Presidents' Day, Martin Luther King Jr.'s birthday and Memorial Day. Any time taken during winter, spring or summer break, except for the above listed holidays, must be counted among the 25 days of vacation. In the event of termination or expiration of this Agreement, the Assistant Superintendent shall be compensated for all unused accrued vacation days at the daily salary rate effective at the time of the termination or expiration of this Agreement.

b. The Assistant Superintendent shall be entitled to participate in the following fringe benefits:

1. *Professional dues:* professional/civic dues in full for COSA, AASA, and any other civic organization approved by the Board.
2. *Travel expenses:* The District will reimburse the Assistant Superintendent for any expenses actually incurred in performance of duties for the District; provided such expense has been previously approved by the Board chair. These reimbursements will be in accordance with District policies.
3. *Insurance:* The District shall, during the term of this Agreement, pay the same premium for family coverage for medical, dental, vision and group life insurance as provided to other administrators. The Assistant Superintendent shall participate in the same insurance pool set forth for all District administrators.
4. *Leaves:* All leaves for the Assistant Superintendent for the purpose of illness, educational leave, personal leave, bereavement leave, family illness, and court appearances shall be as established by the procedures set forth as provided other administrators by contract.
5. *Section 403(b) contribution:* For the term of this Agreement, the Assistant Superintendent shall receive \$500 per month for deposit into the Section 403(b) retirement account of her choice.
6. *Automobile Stipend:* Mileage will be paid at the approved IRS rate for travel required to fulfill the duties of Assistant Superintendent.

4. Performance

The Assistant Superintendent shall perform faithfully the duties of Assistant Superintendent for the District and such duties as prescribed by the laws of the State of Oregon and by the rules and regulations made thereunder by the Board. The Assistant Superintendent shall devote their time, skill, labor, and attentions to the duties of the Assistant Superintendent during the Term of this Agreement; provided, however, that the Assistant Superintendent may, with concurrence by the Superintendent, undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations. If the Assistant Superintendent is paid an honorarium for said activities or if they deem it necessary to absent themselves from their duties for reasons of a personal nature, the Assistant Superintendent shall use vacation leave time and/or unpaid leave for such purposes.

5. Evaluation

Each academic year during the Term of this Agreement, the Superintendent and the Assistant Superintendent shall meet to evaluate the work of the Assistant Superintendent. The evaluation shall be based on the total scope of work assigned to the Assistant Superintendent. The Assistant Superintendent will be furnished a copy of the written record of each evaluation.

6. Termination

a. Termination by the District for Cause:

The District may terminate this Agreement at any time upon good and just cause. Discharge for cause may include, but is not limited to: neglect of duty, breach of contract, immorality, insubordination, conviction of crime involving moral turpitude, inadequate performance, failure to comply with such reasonable requirements as the Board may prescribe to show normal improvement, failure to show evidence of professional training and growth, and failure to maintain in good standing a valid and appropriate license to act as Assistant Superintendent as required by the State of Oregon.

Notice of the District's consideration of termination for cause shall be given in writing. Such notice shall include a statement of the reasons constituting cause and shall be given not less than ten (10) days prior to the date that Assistant Superintendent shall be entitled to appear before the Board as hereinafter provided. Assistant Superintendent shall be entitled to appear before the Board to discuss such causes. Assistant Superintendent may choose to be accompanied by legal counsel at such meeting at Assistant Superintendent's sole cost and expense. Such meeting may be conducted in executive session as provided by Oregon law. Assistant Superintendent shall be provided a written decision describing the results of the meeting.

b. Termination by the Assistant Superintendent for Convenience

The Assistant Superintendent may terminate this Agreement without cause and at any time upon giving sixty (60) days' prior written notice to the District. Such termination shall be effective upon the date stated within the notice.

7. Professional Growth

The District encourages the continuing professional growth of the Assistant Superintendent with participation in at least one national conference and travel to and from at District expense during each year of the Agreement.

8. Licensure

Throughout the life of this Agreement, the Assistant Superintendent will hold and furnish to the Superintendent an Oregon license valid and appropriate for the position of Assistant Superintendent.

9. Applicable Law

It is understood and agreed between the parties that the validity and legal effect of this Agreement is subject to the applicable laws of the State of Oregon, the duly-adopted rules of the

State Board of Education and of the District; by this reference said laws and rules are made a part of this Agreement the same as if fully set forth herein.

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

10. Full Agreement

This Agreement supersedes all prior agreements and understandings between the parties from and after its effective date and may not be changed orally. No change or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

11. Attorney's Fees

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

IN WITNESS WHEREOF, the District, pursuant to the authority of its Board of Directors, by resolution duly and regularly adopted on December 12, 2024, has caused two originals of this Agreement to be signed in the name of the District by the Chairperson of the School Board, Superintendent, and Assistant Superintendent who have hereunto fixed their hand and seal the date hereinafter written.

DATED this _____ day of _____, 2024.

MOLALLA RIVER SCHOOL DISTRICT NO. 35

Amy McNeil, Board Chair

Tony Mann, Superintendent

ASSISTANT SUPERINTENDENT

Jennifer Ellis