

Salem-Keizer School Board
Support Services Center – Room 2
2575 Commercial Street SE
Salem, Oregon 97302



AGENDA

June 28, 2016

Note: Signup sheets are available prior to the meeting if you wish to speak; please keep comments to three minutes. This meeting may be taped and televised by the media. If you have questions regarding the agenda, please contact Executive Administration at 503-399-3001.

6:00 PM - REGULAR MEETING

CALL TO ORDER Pledge of Allegiance, Roll Call, Agenda Modifications

Chairperson

1. **AUDIENCE COMMUNICATIONS**

Patrons

a. Audience (testimony related to agenda items only).

2. **ACTION**

Superintendent Perry

a. *Negotiated Memorandum of Understanding Modifying Language in Current Collective Bargaining Agreement Between Salem-Keizer Public Schools, District 24J, Marion County, Oregon and Association of Salem-Keizer Education Support Professionals.

Superintendent Perry

b. *Correction to Resolution Imposing and Categorizing Taxes for Fiscal Year 2016-17.

Superintendent Perry

c. *Superintendent's Contract.

Chairperson

3. **ADOPTION OF CONSENT CALENDAR**

Chairperson

(All items adopted by a single motion unless pulled for consideration)

a. *Assistant Superintendent's Contract.

b. *Personnel Actions.

4. **READINGS**

Chairperson

None.

5. **REPORTS**

Superintendent Perry

None.

6. **INFORMATION**

Chairperson

None.

ADJOURNMENT

*Support Materials Included

**NEGOTIATED MEMORANDUM OF UNDERSTANDING MODIFYING LANGUAGE
IN CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN SALEM-
KEIZER PUBLIC SCHOOLS, DISTRICT 24J, MARION COUNTY, OREGON AND
ASSOCIATION OF SALEM-KEIZER EDUCATION SUPPORT PROFESSIONALS**

Background/Discussion

The following constitutes an agreement between the District and the Association as a result of the agreement to reopen language related to Article 15, 1 Insurance, in the 2014 – 2018 Collective Bargaining Agreement.

Recommendation/Summation

The Association and District have agreed and signed the proposed Memorandum of Understanding.

The maximum District contribution toward insurance premium for 2016-2017 school year will be \$1220.00 per month. This is a \$35.00 per month increase from the 2015-2016 school year. The parties agree to re-open discussions on District insurance contribution for 2017-2018 school year.

Board Action

The Board is requested to approve the proposed Memorandum of Understanding between the District staff and Association of Salem Keizer Education Support Professionals.

Memorandum of Understanding
Between
Association of Salem Keizer Education Support Professionals
And
Salem-Keizer Public Schools

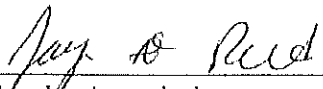
The following constitutes an agreement between the District and the Association as a result of the agreement to reopen language related to Article 15, 1 Insurance, in the 2014 – 2018 Collective Bargaining Agreement.

As a result of these negotiations the parties have agreed as follows:

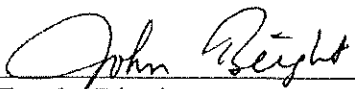
The maximum District contribution toward insurance premium for 2016-2017 school year will be \$1220.00 per month. (This amount represents an increase of \$35.00 from the 2015-2016 contribution.) The parties agree to re-open discussions on District insurance contribution for 2017-2018 school year.

Association of Salem-Keizer
Education Support Professionals

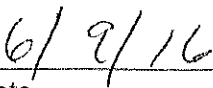
Salem-Keizer School District 24J



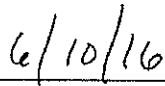
For the Association



For the District



Date



Date

**CORRECTION TO THE RESOLUTION IMPOSING AND
CATEGORIZING TAXES FOR FISCAL YEAR 2016-17**

Background/Discussion

On June 14, 2016, the School Board took action to adopt the 2016-17 recommended budget, which included approving four separate resolutions. Unfortunately, after the meeting, staff discovered the resolution to impose and categorize taxes contained an error. The total amount in the paragraph did not match the amount listed under the "Excluded from Limitation" section.

The resolution, which was read into the record by Chairperson Kimball, listed amounts that did not match. The corrected resolution is attached and the incorrect amount is lined out and the correct amount is underlined.

Board Action

Staff recommends the School Board approve the corrected resolution to impose and categorize taxes for fiscal year 2016-17.

RESOLUTION IMPOSING AND CATEGORIZING TAXES
FISCAL YEAR 2016-17

BE IT RESOLVED that the Board of Directors for the Salem-Keizer School District 24J/32, Marion/Polk Counties, Oregon, hereby imposes the taxes provided for in the adopted budget at the rate of \$4.521 per \$1,000 of assessed value for operations and in the amount of ~~\$33,990,211~~ \$23,824,757 for bonds, and that these taxes are hereby imposed and categorized for the tax year 2016-17 upon the assessed value of all taxable property within the District.

	<u>Education Limitation</u>	<u>Excluded from Limitation</u>
General Fund	\$4.5210/\$1000	
Debt Service Fund		\$ 23,824,757

The above resolution was approved and declared adopted on this 14th day of June, 2016.

Rick Kimball, Chairperson

Date

ACTION
2.c.
June 28, 2016

CONTRACT APPROVAL FOR SUPERINTENDENT CHRISTY PERRY

Background/Discussion

Oregon Revised Statutes 342.549 requires the District to enter into an employment contract with superintendents, deputy, and assistant superintendents. The attached contract outlines the specific details of employment for Superintendent Perry.

Changes from the prior contract with the School Board include:

- The Superintendent's salary has been updated to reflect her current salary.
- An increase to the Superintendent's base salary, at the same percentage rate for step increases for other District administrators, which is 4% has been added. The Superintendent will continue to receive the same COLA as other Salem-Keizer administrators.
- Revisions have been made in order to clarify the timeframe for renewal of the Superintendent's contract.

Board Action:

This item was presented to the School Board for a first reading on June 14, 2016 and is now being presented for action.

EMPLOYMENT CONTRACT
BETWEEN
CHRISTY PERRY
AND THE
GOVERNING BOARD OF THE
SALEM-KEIZER SCHOOL DISTRICT 24J
OF MARION COUNTY, OREGON

THIS AGREEMENT is made and entered into this 14th day of June, 2016, by and between the SALEM-KEIZER SCHOOL DISTRICT 24J, hereinafter referred to as the "District," and CHRISTY PERRY, hereinafter referred to as "Superintendent."

WITNESSETH:

WHEREAS, Superintendent is desirous of serving as the chief executive officer of the District and to perform all duties required by that office; and

WHEREAS, the District is desirous of securing a Superintendent of Schools to supervise and direct the schools and the educational program of the District under the general supervision of the District's School Board; and

WHEREAS, the District and Superintendent believe that a written Employment Contract is necessary to specifically describe their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the Schools;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the District hereby employs Christy Perry as the Superintendent of Schools in and for said District, and Superintendent hereby accepts such employment upon the terms and conditions as set forth below.

SECTION 1. TERM

This Agreement shall be for a period of three (3) years commencing on July 1, 2016, and ending on June 30, 2019. This contract is only for the time specified above and it shall not be otherwise extended or renewed by any "automatic" provision.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the District or Superintendent to terminate this Agreement at any time subject only to the provisions herein relating to termination.

During the term of this Agreement, Superintendent may undertake speaking engagements, writing and other professional activities for honoraria and expense, provided such activities do not interfere with Superintendent's normal duties.

The Superintendent works exclusively for the Board, and any consultative work or any outside employment is subject to the Board's prior written approval.

SECTION 2. DISCHARGE FOR CAUSE

The District may terminate this employment contract at any time upon good and just cause. For the purposes of this section, cause is deemed conduct that is seriously prejudicial to and which substantially affects the fundamental mission of the district, including, but not limited to: neglect of duty, breach of contract, immorality, insubordination, conviction of a 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 a Superintendent of Schools as required by the State of Oregon.

Notice of the District's consideration of discharge 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 Superintendent shall be entitled to appear before the Board as hereinafter provided. Superintendent shall be entitled to appear before the Board to discuss such causes. Superintendent may choose to be accompanied by legal counsel at such meeting at Superintendent's sole cost and expense. Such meeting may be conducted in executive session as provided by Oregon law. Superintendent shall be provided a written decision describing the results of the meeting.

SECTION 3. RESIGNATION OF SUPERINTENDENT

Superintendent may resign as Superintendent upon ninety (90) days' written notice to the School Board Chairperson.

SECTION 4. SALARY

~~For the 2014-2015 school year, the District shall pay Superintendent an annual salary of \$189,000 (One hundred eighty-nine thousand) payable in twelve (12) equal monthly payments. The Superintendent's current salary for 2015-2016 is \$192,300. For 2016-2017, Superintendent's salary will be the sum of \$192,300 plus the cost of living increase provided by the District to other District administrators, plus an additional amount equal to the same percentage rate used for step increases for other District administrators. For 2017-2018, the Superintendent's salary shall be the total salary for 2016-2017 plus the additional increases referenced in the preceding sentence. For 2018-2019, the Superintendent's salary shall be the total salary for 2017-2018 plus the additional increases referenced in the preceding sentence. This annual salary amount will be reduced to reflect any future furlough days taken by administrators. This salary rate may only be reduced by mutual agreement of the Superintendent and the School Board.~~

The District will pay on behalf of Superintendent the employee's contribution to the Oregon Public Employees Retirement System.

SECTION 5. DUTIES

As chief executive office of the District, Superintendent shall perform the duties of District Superintendent as prescribed by the laws of the State of Oregon. In addition to the powers and duties as provided by law, Superintendent shall have the additional powers and duties set forth in the position description of Superintendent, which is attached and incorporated in this contract. Superintendent shall be entitled to:

- a. Present Superintendent's recommendation to the Board on any subject under consideration by the Board prior to action being taken on the subject by the Board;

- b. Attend each meeting of the Board, except any meeting in executive session called for the purpose of evaluating Superintendent's performance; and
- c. Serve as an ex-officio member of each committee established by the Board. This is an agreement for the performance of professional services as superintendent by the Superintendent, who shall not be assigned to any other position.

SECTION 6. PROFESSIONAL GROWTH OF SUPERINTENDENT

The District encourages the continuing professional growth of Superintendent through Superintendent's participation in:

- a. Seminars and courses offered by public or private educational institutions to be reimbursed up to an amount agreed upon between the Board and Superintendent;
- b. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent to perform Superintendent's professional responsibilities for the District; and
- c. The Superintendent's travel to and from participation in national conferences at District expense during each year of this contract as may be agreed between Superintendent and the School Board Chairperson. The District and Superintendent recognize and anticipate that this participation will include the AASA and SSS conferences.

SECTION 7. SUPERINTENDENT'S LICENSE

Superintendent shall maintain throughout the life of this Agreement a valid and appropriate license to act as the Superintendent of Schools as required by the State of Oregon. The breach of this requirement will immediately terminate this Agreement without recourse.

SECTION 8. RESIDENCE

Superintendent resides in Dallas, Oregon, in close proximity to the District. Superintendent shall not be required to reside within the boundaries of the District during the term of this contract so long as she maintains her current residence. The parties may mutually agree to revisit the issue of residency during the term of this Contract.

SECTION 9. EVALUATION

- a. Purpose of Evaluation. The Board will evaluate the Superintendent's performance for the purposes of improving District leadership, maintaining open and effective communication between the Board and the Superintendent and enhancing relations between the Board and the Superintendent. The evaluations shall be made in reference to the Superintendent's position description and Board Policy BSL-3. Specifically, the Board will evaluate the Superintendent on Results and Executive Limitation Policies R-1 and EL 1-12.
- b. Procedure for Evaluations. The Board shall meet in Executive Session and evaluate and assess in writing the performance of the Superintendent in accordance with the schedule set forth below.

The Superintendent shall be entitled to meet with the Board to review the evaluation before it is completed and to provide any information that she deems pertinent.

- c. Schedule for Evaluations. It is intended that the schedule for formal annual evaluation of the Superintendent will be congruent with Board Policy BSL-3. ~~The first formal evaluation under this contract shall be completed by January 30, 2015, and, thereafter, not.~~ The Superintendent's evaluation shall be completed annually, no later than March 15th of each remaining year under this contract. After the January evaluation, and no later than March 15 of the 2nd year of this contract, the Board will decide upon renewal or extension of the Superintendent's contract and, thereafter, inform the Superintendent of that decision.

SECTION 10. CONTRACT DAYS

Superintendent shall be required to render 260 days of full and regular service to the District during each year of this Agreement, except that she shall be entitled to twenty-five (25) days of vacation in addition to any other paid holidays normally observed by the District, and excepting to the various forms of leave days provided elsewhere in this Agreement. The Superintendent may accumulate 10 vacation days from one contract year into the next contract year. Vacation days shall not accumulate beyond forty (40); any vacation days in excess of forty (40) shall be forfeited. Any accumulation consistent with the provisions of this section, to a limit of fifteen (15) days per fiscal year, may be cashed out by Superintendent in June at the current year's rate of pay.

SECTION 11. FRINGE BENEFITS

Superintendent shall be entitled to participate in all fringe benefits provided other administrative employees of the District, with the exception of the Early Retirement Incentive. The Superintendent's fringe benefits shall include: (1) sick leave, emergency leave and bereavement leave; (2) Accidental death and dismemberment (AD&D) insurance in the amount of \$100,000 as under that AD&D policy established for the benefit of other administrative employees of the District; (3) disability insurance paid by the District with benefits taxable to Superintendent; (4) a District-paid contribution in the amount of \$16,000 payable into a tax-deferred annuity for the 2014-15 school year, \$19,000 for the 2015-16 school year and \$21,000 for the 2016-17 school year and for each additional year of this contract payable into a tax-deferred annuity. The payment of contributions into the tax-deferred annuity shall be made in a lump sum in January of each school year so long as Superintendent remains employed with the District. If Superintendent terminates her employment with the district during the school year, she shall only be entitled to the pro rata portion of the annuity payment for the months of that school year she has completed. If Superintendent terminates her employment after the January annuity payment but before the end of the school year in which that annuity payment is made, Superintendent shall reimburse District the pro rata portion of the annuity payment for months that she will no longer be employed during that school year.

The Superintendent shall be allowed to defer such other portions of her salary into a tax-sheltered annuity plan of the Superintendent's choice in an amount authorized by law. The Superintendent shall be responsible for any payroll costs associated with this tax-sheltered annuity.

SECTION 12. DISABILITY OF SUPERINTENDENT

Notwithstanding anything in this Agreement to the contrary, the District is hereby given the option to terminate this Agreement in the event that Superintendent shall become permanently disabled and eligible for long-term disability benefits provided under Section 12 paragraph 4 during the term of this

Agreement or any extension thereof. Permanent disability is a disability which incapacitates Superintendent from performing Superintendent's duties under this Agreement on a regular and continuing basis for a period of 90 days. Such option shall be exercised by the District giving ten (10) days written notice to Superintendent by registered mail and addressed to Superintendent at the District office or at such other address as Superintendent shall furnish in writing to the District.

In no event shall the long-term disability amount paid to Superintendent exceed the full pay of Superintendent including the employer PERS contribution and insurance benefits.

SECTION 13. SICK LEAVE

~~Sick leave that Superintendent has accumulated prior to her employment with the District in the amount of 119 days shall be credited to Superintendent's account upon Superintendent's reporting for duty and shall accrue during the term of this Agreement in accordance with ORS 332.507.~~

SECTION 14. PHYSICAL EXAMINATION

In light of the unique nature of the professional duties of the Superintendent of Schools, the District shall, at its expense, provide a complete medical examination of the Superintendent not less than once every two (2) years and no more often than once each year. Any report of the medical examination shall be given directly and exclusively by the examining physician to the Superintendent. The District shall be advised in writing by the physician of the continued physical fitness of the Superintendent to perform her duties, and such report shall be confidential.

SECTION 15. HEALTH BENEFITS

The District shall provide Superintendent and her family with a health insurance plan selected by Superintendent that is consistent with the health insurance plans provided to other district administrators.

SECTION 16. EXPENSES

The District shall reimburse Superintendent for all actual and necessary expenses incurred by Superintendent within the scope of Superintendent's employment and within amounts budgeted for such purposes.

SECTION 17. MEMBERSHIP DUES

The District shall pay the cost of Superintendent's annual membership dues in the following organizations: a) Professional organizations such as AASA, NSBA, SSS (Suburban School Superintendents), the NSPRA (National School Association of Public Relations), COSA and OASE; and b) such other dues as may be agreed upon by the parties.

SECTION 18. EXTENSION OF AGREEMENT

As described above, this Agreement is for a term of three (3) years. This Agreement may not be extended beyond a term of three (3) years. This Agreement will automatically expire at the end of its stated term. However, the Board may elect to issue a subsequent or a new contract for up to an

additional three (3) years ~~at any time~~ after the Superintendent's formal evaluation. Normally, the decision about such matters will be made after completion of the annual evaluation of the Superintendent in the spring of each contract year.

SECTION 19. AMENDMENT OF AGREEMENT

Either party may request changes to this Agreement during the term of this Agreement.

SECTION 20. PROFESSIONAL LIABILITY

The District agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in her individual capacity, or in her official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the course and scope of her employment and excluding criminal litigation and as such liability coverage is within the authority of the Board to provide under state law. Except that, in no case, will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

SECTION 21. ATTORNEY 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 appellate court, together with the prevailing party's costs and disbursements incurred therein.

SECTION 22. APPLICABLE LAW

This Agreement is to be construed under the laws of the State of Oregon. The venue for resolving all legal disputes under this agreement shall be in the Circuit Court of Marion County, Oregon.

IN WITNESS WHEREOF, the District, pursuant to the authority of its Board of Directors, by resolution duly and regularly adopted on May 13, 2014, has caused two originals of this Agreement to be signed in the name of the District by the Chairperson of the School Board, and Superintendent has hereunto affixed her hand and seal the day and year first above mentioned.

DISTRICT:

SUPERINTENDENT:

SALEM-KEIZER SCHOOL DISTRICT
MARION COUNTY, OREGON

By: _____
Chairperson Rick Kimball

Superintendent Christy Perry

APPROVED AS TO FORM

Paul A. Dakopolos, Attorney for District

**CONTRACT APPROVAL FOR ASSISTANT
SUPERINTENDENT KELLY CARLISLE**

Background/Discussion

Oregon Revised Statutes 342.549 requires the District to enter into an employment contract with superintendents, deputy superintendents, and assistant superintendents. The attached contract outlines the specific details of employment for Mr. Kelly Carlisle.

Board Action:

The School Board is requested to approve the attached contract for Assistant Superintendent Kelly Carlisle.

SCHOOL DISTRICT 24J, MARION COUNTY, OREGON

EMPLOYMENT AGREEMENT

ASSISTANT SUPERINTENDENT

IT IS HEREBY AGREED by and between the Board of Directors of the Salem-Keizer School District 24J ("District") and Kelly Carlisle ("Assistant Superintendent"), that the District, in accordance with its action at the June 28, 2016, Board meeting, does hereby employ Kelly Carlisle as Assistant Superintendent of the District, in accordance with the terms and conditions set forth below.

1. Term

Kelly Carlisle shall be employed as Assistant Superintendent of the District for a term of 36 months commencing July 1, 2016 and terminating on June 30, 2019, unless discharged for cause or inability to serve, or unless he submits a resignation that is accepted by the Board. This contract shall automatically expire at the end of its stated term. At the time of the Superintendent's evaluation of the Assistant Superintendent, the Superintendent may extend the Assistant Superintendent's 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

The annual salary for each year of this contract as hereafter set forth shall be paid in monthly installments:

- a. July 1, 2016 and terminating on June 30, 2019, as delineated on the district's Supervisory Salary Schedule for Assistant Superintendent. The District will pay all required payroll costs, including the Assistant Superintendent's PERS contribution of six percent (6%).

3. Other Benefits

In addition to the above salary, the Assistant Superintendent shall receive and be eligible for the following fringe benefits and other fringe benefits that might now or hereafter be granted to regular supervisory employees of the District under District Rules and Regulations and/or the laws of the State of Oregon.

a. Vacation and Sick Leave:

Twenty (20) duty-days vacation annually; twelve (12) days sick leave annually; and bereavement leave (5 days per instance). Vacation shall be taken within twelve (12) months of the year in which it is earned. Unused vacation time may be carried forward with approval of the Superintendent. Earned unused sick leave shall be cumulative and without limitation.

b. Retirement Contributions:

Retirement is furnished through Public Employees Retirement System of the State of Oregon. The contribution of the District shall be in accordance with Oregon law, Board policy, and the regulations of the Public Employees Retirement System.

c. Other Fringe Benefits:

The District will annually pay \$1,200 toward the cost of the Assistant Superintendent's membership dues in the following professional organizations: Confederation of Oregon School Administrators (COSA) and Oregon Association of School Executives (OASE), and any other organizations subsequently approved by the Superintendent.

d. Health Benefits:

District shall contribute the annual approved supervisory employee amount per hospital-medical-dental-vision, life insurance and other authorized benefits.

4. Performance

a. The Assistant Superintendent shall perform faithfully the duties of Assistant Superintendent for the District and he shall perform 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 his time, skill, labor, and attentions to the duties of the Assistant Superintendent during the term of this contract; 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 he deems it necessary to absent himself from his duties for reasons of a personal nature, the Assistant Superintendent shall use vacation leave time and/or unpaid leave for such purposes.

b. Discharge for Cause:

The District may terminate this employment contract 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 a Superintendent of Schools as required by the State of Oregon.

Notice of the District's consideration of discharge 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.

c. Evaluation:

In January of each academic year, during the term of this contract, 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.

d. Disability:

Should the Assistant Superintendent be unable to perform any of or all of his duties by reason of illness, accident, or other cause beyond his control and said disability exists for a period of more than six (6) consecutive months during any contract year, the District may, at its option, terminate this Agreement, whereupon the respective duties, rights, and obligations hereof shall terminate, except that such termination shall in no way prejudice the Assistant Superintendent's rights or his eligibility for benefits under the District's long-term disability insurance program.

5. 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 contract.

6. 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.

7. Contract Days

The Assistant Superintendent shall work a 260-day calendar year, which shall include 20 days of vacation and 10 paid holidays.

8. 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.

9. Full Agreement

This Employment 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.

10. Notice of Non-Renewal

By execution of this Employment Agreement, the Assistant Superintendent acknowledges receipt, in writing, of the District's intent to not further renew this 2016-2019, Employment Agreement, and by this Employment Agreement, the District gives written notice of its decision to not renew this Employment Agreement beyond its stated dates. Following the Assistant Superintendent's evaluation in January of the first year of this contract pursuant to paragraph 4c of this Agreement, the School Board may renew this Agreement for an additional three-year period. This renewal shall occur not later than the last day of March of the first year of the agreement. 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.

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 appellate 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 June 28, 2016, 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 _____, 2016.

SALEM-KEIZER SCHOOL DISTRICT 24J

Richard Kimball, Board Chairperson

Christy Perry, Superintendent

ASSISTANT SUPERINTENDENT

Kelly Carlisle

ADMINISTRATOR PERSONEL ACTIONS

Elementary School Assistant Principal

The Superintendent announces that Bridget West has been hired for the position of Elementary School Assistant Principal at Mary Eyre Elementary and Four Corners Elementary for the 2016-17 academic year.

This position is a new addition to Salem-Keizer Public Schools for 2016-17.

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Middle School Principal

The Superintendent announces that Annie Morton has been hired for the position of Middle School Principal at Jane Goodall Environmental Middle School (JGEMS) for the 2016-17 academic year.

Ms. Morton served in this position in a temporary capacity during the 2015-16 academic year.

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High School Assistant Principal / Athletic Director

The Superintendent announces that Brodie Cavaille has been hired for the position of High School Assistant Principal / Athletic Director at North Salem High School for the 2016-17 academic year.

This position is filled by John "Gordy" Crowston as a temporary rehire contract during the 2015-16 academic year.

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High School Assistant Principal

The Superintendent announces that Johnie Ferro has been hired for the position of High School Assistant Principal at McKay High School for the 2016-17 academic year.

This position is a new addition to Salem-Keizer Public Schools for 2016-17.

.....