

TERMS OF AGREEMENT

Between

EVERGREEN SCHOOL DISTRICT NO. 114
13413 NE LeRoy Haagen Memorial Drive
Vancouver, WA 98684

and

JENAE GOMES

It is hereby mutually agreed by and between the Evergreen School District No. 114 (hereinafter called the District) and **JENAE GOMES** (hereinafter called the Employee), that the District shall hire Employee to perform the professional services of **Chief Operations Officer**, subject to the following employment terms and conditions:

- I. Employee shall perform all duties as assigned by the District Superintendent or designee and shall devote his/her time, skills, labor, and attention to the duties of **Chief Operations Officer** of the District. Employee shall be subject to assignment, reassignment, or transfer at the discretion of the District Superintendent or designee during the term of this agreement. Employee's typical work week will consist of five (5) eight-hour days, although Employee may be required to work more based on need.
- II. In consideration of the promises made herein and for the faithful performance of assigned duties commencing **July 1, 2023**, and ending **June 30, 2024**, the Employee shall receive an annual salary of **\$253,963** to be paid in equal monthly installments.
- III. Employee's term of employment shall automatically terminate on the last day of this agreement and requires no reason for termination or notice by the District. At the end of this agreement, the District has no obligation to rehire the Employee. Employee is subject to re-hire at the exclusive discretion of the District. Notwithstanding any District policy, procedure, or other agreement, Employee shall have no continuing agreement rights, no right to an implied continuing agreement, and no right or recourse to any grievance procedure, any hearing rights, or any appeal rights due to this agreement terminating on the date specified in Paragraph II above or due to Employee not being re-hired.
- IV. During the term of this agreement, the Employee shall be subject to discharge for sufficient cause. A discharge will cut off any right to future pay and benefits under this agreement.
- V. Employee's job performance shall be evaluated by the District Superintendent or designee however, any such evaluation shall not create any implied or direct right to continuing employment beyond the term of this agreement.
- VI. Employee shall receive sick/emergency days as outlined below:

Years of Service	Sick/Emergency Days
1+	12

- VII. If Employee is eligible (218 & 260-day assignments only), Employee shall receive vacation days as outlined below and in board policy.

Years of Service	Annual Vacation Day Allocation
1+	30

Years of Service	Vacation Balance Eligibility for Cash Out Upon Separation
0-2 Completed Years	No Vacation Cash Out
3-5 Completed Years	25 Day(s) Vacation Cash Out
6+ years	30 Day(s) Vacation Cash Out

If employee has an accrued vacation leave balance of more than 280 hours as of June 30, any hours over this amount will be deducted in September. ** By providing a vacation balance and vacation carry-over, the District does not intend to and shall not create any implied or other rights to a continuing agreement beyond the term of this agreement.

**Employees previously contacted with a leave balance over 280 hours on June 30, 2022, will not be allowed to have more than their verified leave balance as it was on June 30, 2022.

- VIII. If Employee is eligible (218 & 260-day assignments only) Employee shall receive the following paid holidays that fall within their work year:

1. Labor Day	7. New Year's Day
2. Veterans' Day	8. Martin Luther King's Birthday
3. Thanksgiving Day	9. Presidents' Day
4. Native American Heritage Day (Day after Thanksgiving)	10. Memorial Day
5. Christmas Eve	11. Juneteenth
6. Christmas Day	12. Independence Day

Any of these holidays that occur on a non-work day shall be observed on the closest work day to the observance. Based on religious preference, the Employee may elect to replace the two days at Christmas with two paid holidays throughout the year.

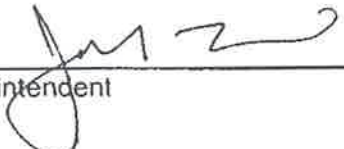
- IX. All leaves provided under this agreement is to be entered in the Frontline/AESOP system. Sick/Emergency leave can be taken in less than half-day or full-day increments. Vacation leave must be taken in half-day or full-day increments.
- X. If the District re-hires (218 & 260-day assignments only) Employee for multiple consecutive years as a non-represented administrator, Employee shall receive additional compensation as follows:

1) 10-14 years =	1.0% year
2) 15-19 years =	1.5% year
3) 20+ years =	2.0% year

A year is counted as one year for each full year of continuous employment in the District and based on the administrative hire days of continuous service. Re-employment for multiple consecutive years does not create any implied or other rights to continued employment.

- XI. The District agrees to provide benefits to Employee through School Employees' Benefits Board (SEBB) provided Employee meets eligibility requirements. The District further agrees to the following:
- A. Every year the non-represented employees will be offered the opportunity to vote on VEBA for cash-out, retirement, and salary deduction;
 - B. Non-represented employees are not subject to any dues; and
 - C. Non-represented employees cannot use any grievance procedure provided to members of the Evergreen Administrators Association.
- XII. This agreement represents the total agreement between the parties and there are no verbal agreements that modify its terms. By signing the foregoing agreement, the Employee and the District agree to its terms.
- XIII. This Agreement is subject to approval by the Evergreen Public Schools Board of Directors.

EVERGREEN PUBLIC SCHOOLS

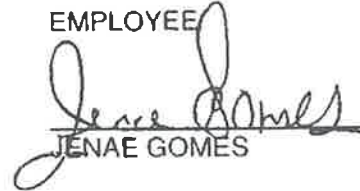


Superintendent

6/27/2023

DATE

EMPLOYEE



JENAE GOMES

6/30/2023

DATE