

SUPERINTENDENT EMPLOYMENT CONTRACT

THE STATE OF MONTANA

,

,

COUNTIES OF FLATHEAD/LAKE

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THIS AGREEMENT is made and entered into by and between the Board of Trustees (the "Board") of the Bigfork School District (the "District") and **TOM STACK** (the "Superintendent").

NOW THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to 20-4-401 et. seq., MCA, have agreed, and do hereby agree, as follows:

1. TERM

Employment. The Board, by and on behalf of the District, does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of schools for the District for a term of two (2) years, commencing on **July 1, 2021**, and ending on **June 30, 2023**. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Agreement as permitted by state law.

2. EMPLOYMENT

2.1 Duties. The Superintendent shall faithfully perform the duties of the Superintendent of schools for the District as prescribed in the job description and as may be assigned by the Board, and shall comply with all Board directives, state and federal law, district policy, rules and regulations as they exist or may hereafter be adopted or amended.

The Superintendent shall perform the duties of the Superintendent of schools for the District with reasonable care, skill, and expertise and in a thorough, prompt, and efficient manner. The Superintendent agrees to devote his full and exclusive time, skill, labor, and attention to his duties.

3. COMPENSATION

3.1 Salary. The District shall provide the Superintendent with an annual salary of **One hundred ten thousand dollars (\$110,000)** for the 2021-22 school year. This annual salary shall be paid to the Superintendent in equal monthly installments. The district shall review the Superintendent's salary on an annual basis concurrent with the evaluation of his performance. The District may offer the Superintendent an increase in salary, but in no case shall the offer be less than the salary for 2021-22.

3.2 Health Insurance. The District shall provide to the Superintendent medical insurance coverage for a full family under Bigfork School District No. 38 Group Insurance Plan. If required by law, a portion of the health insurance contribution may be reported to taxing authorities as imputed income.

3.3 Vacation and Sick Leave. The Superintendent is entitled to the sick and vacation leave benefits under Title 2, Chapter 18, Part 6, MCA, specifically 2-18-(611, 612, 617, and 618). The Superintendent shall inform the clerk in advance of use of vacation leave. Vacation days taken by the Superintendent will be taken at such time or times as will least interfere with the performance of the Superintendent's duties as set forth in this Agreement. It is recognized by both parties that the Superintendent's position is a 'full-time' position consisting of 260 working days per year less vacation of 15 days and sick leave of 12 days per year. Sick and vacation days are cumulative and can be carried over year to year as prescribed by law. In addition 4 days of personal leave shall be granted per year. Personal leave days do not accrue or accumulate for any purpose and cannot be carried over from year to year. The superintendent will be paid on termination of employment for unused but accumulated vacation leave days and personal leave days at his daily rate (to be calculated by dividing the number of days of the contract by the Contract Amount). Unused sick leave may be accumulated without limit and will be paid upon termination at the rate of 25% of the daily rate.

4. REVIEW OF PERFORMANCE

4.1 Time and Basis of Evaluation. The Board shall provide the Superintendent with annual opportunities to discuss Superintendent/Board relationship, and an annual written formal evaluation which shall include written notice of any inadequacies as perceived by the Board.

4.2 Evaluation Format and Procedure. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law.

5. TERMINATION OF EMPLOYMENT CONTRACT

5.1 Mutual Agreement. This Agreement may be terminated by the mutual agreement of the Superintendent and the Board in writing, upon such terms and conditions as may be mutually agreed upon. After the Superintendent has returned the signed contract, the Superintendent will not be released from this Agreement without the written consent of the Board except where specific exceptions are addressed in this agreement.

5.2 Death, Retirement, Disability. This Agreement shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Montana. If, in the opinion of the Board, the Superintendent becomes unable to perform the duties of the job with reasonable accommodation by the District, this Agreement shall be terminated.

6. MISCELLANEOUS

6.1 Controlling Law. This Agreement shall be governed by the laws of the State of Montana.

6.2 Amendment. This Contract embodies the entire agreement between the parties and cannot be amended except by written agreement of the parties.

6.3 Savings Clause. In the event any one or more of the provisions contained in this

Agreement shall, for any reason, be held invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision herein, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Agreement, and this contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Agreement.

6.4 Expense account as approved by Board. The District shall reimburse the Superintendent at the federally-approved travel rate for out of District travel in the continuing performance of the Superintendent's duties under this Agreement. The District shall provide funds for public relations, professional organizations, professional magazines, attendance at local, state and national meetings as approved in advance by the Board, and membership expenses in a community service organization not to exceed \$1,200 annually.

6.5 Vehicle Allowance. The Superintendent shall receive a \$1,250 annual vehicle allowance to be paid in conjunction with the normal payroll periods.

6.6 Indemnification. The Superintendent shall be indemnified pursuant to section 2-9-305, MCA. The Board shall indemnify the Superintendent and hold him harmless for any acts or decisions made by him in good faith while performing services for the Board. The Board will pay all expenses including attorney's fees, actual and necessarily incurred by the Superintendent in connection with the defense of such act, suit or proceeding including the cost of court settlements. The Board may, however, select the attorney to represent the Superintendent.

6.7 Acceptance. This offer shall expire unless signed and returned to the Board or its authorized representative by 4:00 p.m., July 12, 2021.

Dated this 21st day of June, 2021.

_____ Chairperson, Board of Trustees

_____ Clerk, Board of Trustees

_____ Superintendent

** In the event that a majority of the board wishes to terminate the Superintendent's services at the expiration of the current contract, the Superintendent shall be so notified in writing by February 1st of the final year of contract. (Board Policy #6110)