

ADMINISTRATORS CONTRACT

XXXXX Public Schools

[Position – Example would be Principal]

This contract is made and entered into by XXXXXX School District No. X, hereinafter referred to as “District” and [Position], hereinafter referred to as “Administrator.” In consideration of the covenants and agreements contained herein, the parties agree as follows:

1. Position and Term

The District hereby employs the Administrator as [Position] for the District for the term commencing on July 1, 20XX terminating on June 30, 20XX. The Administrator shall work a minimum of XXX days during the term of the contract.

2. Duties and Responsibilities

The Administrator’s duties and responsibilities to the District shall include those set forth on the job description attached hereto as Exhibit “A.” The attached job description is incorporated herein by reference and specifically included in the terms of this contract. The Administrator’s duties shall also include and conform to all duties prescribed by the laws or regulations of the State of Montana and by the rules or regulations established by the District for the Administrator’s position.

3. Policies and Procedures

The District’s Policies and Procedures, as presently existing and as amended during the term of this contract, are incorporated herein by reference and specifically included in the terms of this contract.

4. Salary

District shall pay the Administrator a salary of \$XXXXXXX for the term of the employment described in paragraph 1 above. The salary shall be paid in equal monthly installments during the term of the contract and shall be subject to all state and federal withholding requirements. Each monthly installment shall be paid to Administrator on or before the XXth day of the month.

5. Supervisor

The Administrator’s supervisor shall be the Superintendent. The District reserves the right to change the Administrator’s supervisor at any time during the term of this contract. Notice of a change in the Administrator’s supervisor shall be provided to the Administrator in writing.

6. Discharge

During the term of this contract, the Administrator shall be subject to disciplinary action including discharge for failure to comply with the terms of this contract, for immorality, unfitness, incompetence or violation of the adopted policies of the District. The Administrator shall be entitled to all notices and rights set forth in Section 20-4-207 M.C.A. prior to any such discharge during the term of this contract.

7. Certification

The Administrator warrants to the District that the Administrator has a valid Class 3 Administrative and Supervisory Certificate issued by the Montana Superintendent of Public Instruction, appropriately endorsed to allow the Administrator to serve in the position described above, or that the Administrator shall obtain such a certificate prior to the commencement of the term of this contract. The Administrator understands and agrees that if the certificate described herein is denied, suspended

or revoked during the term of the contract, that the Administrator shall be subject to discharge pursuant to paragraph 6 above.

8. Sick Leave

The Administrator shall accrue sick leave in accordance with 2-18-618, M.C.A. The sick leave may be used for:

- a. The Administrator's personal illness, disability (including maternity), injury, medical appointments, quarantine, or communicable disease.
- b. The necessary care or attendance to the Administrator's spouse or minor child for the reasons specified in subparagraph "a" above.
- c. The Administrator's attendance to an immediate family member required because of injury or illness of such family member. The use of sick leave pursuant to this subparagraph "c" is at the discretion of the District and may only be utilized with the prior approval of the Administrator's supervisor. The use of sick leave for such purpose shall only be utilized until other attendants can reasonably be obtained. Immediate family is defined as the Administrator's relatives living in the Administrator's household, or the Administrator's parent, child, brother, sister, grandparent, grandchild or corresponding in-law.

Sick leave for maternity purposes is the continuous absence immediately prior to delivery, during delivery and for post-delivery care. The duration of the leave for maternity purposes shall be determined by the Administrator's physician.

When sick leave for disability purposes can be anticipated, including maternity, the Administrator shall advise the District in advance of the expected starting and ending dates for the leave. When the disability leave is not anticipated, the Administrator shall provide the District with the expected date that the Administrator will return to service.

The District may require a doctor's certificate to substantiate sick leave usage if the Administrator has been absent on sick leave.

The Administrator may choose to participate in the sick leave bank for non-unit employees pursuant to Board Policy #XXXX.

On termination of this contract for any reason other than those set forth in Article 6 above, the Administrator shall receive compensation for one-fourth of the Administrator's accrued but unused sick leave in accordance with Section 2-18-618 M.C.A. The compensation shall be computed by dividing the Administrator's final annual salary by the number of working days, exclusive of holidays and vacation days, in the Administrator's final year of employment to arrive at a daily compensation rate. The daily compensation rate shall be multiplied by the appropriate number of accrued and unused sick days.

9. Bereavement Leave

The District shall allow the Administrator a bereavement leave of absence with pay as follows:

- a. Ten total days during the term of this contract for the death of the Administrator's spouse, relative in the Administrator's household, parent, child, brother, sister, grandparent, grandchild or corresponding in-law.
- b. Three total days during the term of this contract for the death of a relative not listed in subsection "a" above or a close friend of the Administrator.

c. If sick leave has been requested and granted for a life-threatening or terminal illness of a member of the Administrator's immediate family, and death of that immediate family member ensues within 120 days, the Administrator may request of the Superintendent or her designee reinstatement of up to five (5) days of sick leave to be deducted from the ten (10) days of Bereavement Leave. The Superintendent or her designee will make the final decision as to whether the critical situation falls under this section.

Additional time, if requested by the Administrator and approved by the District may be deducted from the Administrator's accumulated sick leave. Unused bereavement leave does not accumulate from year to year and no compensation is paid by the District for unused bereavement leave.

10. Personal Leave

The Employee shall be allowed [Number] days of personal leave during the term of this contract. Personal leave may not be used during the first two nor the last two days of any semester nor during a pupil instruction day without prior approval of the Superintendent. Unused personal leave does not accumulate and no compensation is paid by the district for unused personal leave.

11. Civic Leave

The Administrator shall be entitled to civic leave for any absence caused by jury duty or by appearance in court in response to a duly served subpoena except where the employee is a litigant in the case. The pay for civic leave shall be the Administrator's regular rate, less any payment received for the appearance in court.

The Administrator must file a copy of the subpoena with the Human Resources Office and with the Administrator's supervisor in advance of the civic leave. The Administrator shall keep the Administrator's supervisor informed on the length of the absence.

12. Formal Leave of Absence

The Administrator shall be entitled to apply for a formal leave of absence after the Administrator has been employed by the District in an administrative position for five consecutive years and has been renewed for the ensuing year. The granting of a formal leave of absence and the duration of the leave of absence is at the sole discretion of the District. The Administrator shall not be entitled to any compensation or pay from the District during the formal leave of absence.

A formal leave of absence may be used for an extended personal or family illness or disability, the caring for a newborn or newly adopted child, exchange teaching, study in residence, extended travel, fulfillment of duties in an elected political office or in the military or an alternate service such as Peace Corps or Vista Corps.

If granted a formal leave of absence, the Administrator shall be entitled to return to the same position the Administrator held immediately prior to the leave or to a position of comparable responsibility and pay.

An Administrator who has received a formal leave of absence is entitled to apply for another formal leave of absence after returning to District services as an Administrator for five consecutive years and after being renewed for the ensuing year.

13. Term Life Insurance

During the term of this contract, the District shall provide the Administrator with group term life insurance coverage on the Administrator's life in the amount of three times the individual administrator's annual salary. The Administrator shall designate a beneficiary on the appropriate forms provided by the group term life insurance company.

14. Benefit Plans

a. In lieu of providing health benefits, the District agrees to add an additional XX% to the salary amount in paragraph 4. This amount will be paid as salary with the regular monthly paycheck for the employee.

Even though the District does not provide health and dental insurance, the employee can participate in the District plan by paying the full premium. If the employee decides to purchase and participate in the District's designated health or dental plans, the insurance shall become effective on the first day of the calendar month following the date of employment.

b. The district agrees to add an additional XX% to the salary amount in paragraph 4 for additional duties related to the responsibilities of the [Position] position.

c. Upon termination of the employee's employment with the District, the employee's participation in any of the District's benefit plans shall cease on the last day of the month in which the termination occurs, except that continuation coverage required by COBRA and/or State law for retirees will apply.

The employee understands and agrees that the District's only obligation under this Article is to provide an amount that the employee may use to purchase insurance. If he/she chooses to participate, the employee shall submit all claims to the appropriate insurance company and the District shall have no liability to the employee for any claims denied by the insurance company.

15. Disability Insurance

During the term of this contract, the District shall provide the Administrator with group long term disability insurance coverage. The terms of the coverage shall provide that the monthly benefits when integrated with social security and teachers' retirement shall be XX% of the Administrator's monthly gross salary. The District's obligation to provide coverage shall be subject to all definitions, stipulations, requirements and other limitations contained in the District's group long term disability plan.

16. Indemnification

The District agrees to indemnify and hold Administrator harmless from any and all claims, suits, liability or other actions brought against the Administrator's official capacity with the District, provided the Administrator was acting in good faith and within the scope of the Administrator's employment with the District. The District's obligation to indemnify shall include the payment of all attorney fees and costs of such action.

Notwithstanding anything contained herein to the contrary, the District has no obligation to indemnify or hold the Administrator harmless if the Administrator's actions or conduct was willfully dishonest, fraudulent, criminal or malicious.

17. Severance Compensation

If the Administrator's employment with the District terminates after the Administrator has been continuously employed as an Administrator for at least [Number] and no more than [Number] years by the District, the District shall pay the Administrator the sum of \$XXXX for each year of Administrative employment with the District. The severance compensation shall be considered as part of the Administrator's final contract with the District.

If the Administrator should die, any severance compensation due to the Administrator shall be paid to the Administrator's surviving spouse or to the Administrator's personal representative if the Administrator has no surviving spouse. This shall also be inclusive of accumulated vacation and sick leave insofar as specified above.

18. Medical Examination

The Administrator may elect to have a comprehensive medical examination once each year. The cost of such a medical examination which is not covered or paid by the District's group health insurance shall be paid by the District.

19. Mileage Reimbursement

The District agrees to reimburse the Administrator for use of the Administrator's car for necessary District business. The District will allow administrators to receive a lump sum of \$100 per fiscal year for in district travel. Administrators may, in lieu of the lump sum, continue to submit reimbursement forms for exact mileage. The rate of reimbursement shall be the amount permitted by District policy. The Administrator must submit a mileage reimbursement claim to the District within the same fiscal year.

20. Service Club Membership

The District will pay up to \$XXX per year for costs associated with the Administrator's local service club membership.

21. Disability Termination

In the event the Administrator is unable to perform the duties required of the Administrator by reason of illness, accident or other cause beyond the Administrator's control and such disability exists for a period of time which uses all the Administrator's allowed sick leave and vacation leave, the Administrator shall be placed on disability leave without pay for a period not to exceed three months. If the Administrator is unable to return to service with the District and fulfill all the duties contained herein on the expiration of the three month disability leave, the District may at its option terminate this contract. Any such termination shall not, however, terminate any of the Administrator's rights or benefits which accrued prior to the Termination. Nothing herein shall prevent the Board from individually granting additional considerations in the event of disability.

22. Medical Insurance Payments upon Retirement/Departure from District

If the Administrator has at least [Number] years of administrative service with the District or at least twenty years of total service with the District, and the Administrator's employment with the District terminates for any reason other than as set forth in Article 6 above, the Administrator shall be entitled to payments of \$XXXX per month from the District for medical insurance. The payments shall cease on the first of the following to occur:

- a. The Administrator becoming eligible to participate in another employer sponsored medical insurance plan with benefits which are of comparable value to the District's group medical insurance plan, or Medicare.

b. Ten years expiring from the date of the first such payment to the Administrator.

23. Severability

In the event any portion of this contract is declared to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of the contract shall remain in full force and effect.

24. Representations

This contract constitutes the entire understanding and agreement between the District and the Administrator and supersedes all prior understandings and agreements relating to the Administrator's employment by the District.

25. Binding on District

This contract shall not be binding upon the District unless Administrator signs, dates and returns one copy of the contract to the District's Human Resources office on or before June 30, 20XX.

Dated this _____ day of _____, 20XX.

[Name], Administrator

[Name], Chair, Board of Trustees

[Name], Clerk, Board of Trustees