

EMPLOYMENT CONTRACT  
BETWEEN  
[Name]  
AND THE  
BOARD OF TRUSTEES OF SCHOOL DISTRICT NO. XX  
OF XXXX COUNTY IN THE STATE OF MONTANA

This Employment Contract made and entered into by and between the Board of Trustees of School District No. X of XXXXXX County in the State of Montana, hereinafter referred to as District, Board or Board of Trustees, and [Name], hereinafter referred to as Superintendent.

Whereas, District desires to provide Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools which District believes generally improves the quality of its overall educational program; and, Whereas, District and Superintendent believe that a written employment contract is necessary to describe specifically 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, District and Superintendent, for the consideration herein specified, agree as follows:

1. TERM: District, in consideration of the promises herein contained, hereby employs, and Superintendent hereby accepts employment as Superintendent, XXXXX Public Schools, for a term commencing July 1, 20XX and ending June 30, 20XX. The Superintendent's work year shall be a total of 260 days, less all leaves hereinafter described.

This contract is subject to annual review by the Superintendent and District. Review is based primarily upon goals and objectives as stated in provisions of paragraph 8 and the evaluation procedures stated in paragraph 9.

2. DUTIES: The Superintendent shall have responsibility for and charge of the administration of the schools under the direction of the Board of Trustees and consistent with the laws of Montana. He shall be the chief executive officer of the Board; shall assign and direct teachers, administrators, and other employees of the school under his supervision within the scope of the Board's policies for the district; shall organize, reorganize, and/or arrange the administrative and supervisory staff relative to both instruction and business affairs as best serves the district, subject to approval of the Board; shall appoint all personnel subject to the approval of the Board; shall suggest regulations, rules, procedures, and policies deemed necessary for the well ordering of the school district; and in general, performs all duties attendant to the office of the Superintendent; and shall perform such other professional duties as may be prescribed by the Board from time to time.

The Board of Trustees, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.

Unless otherwise determined by the Board of Trustees of the District, the Superintendent shall have the right to attend all Board meetings and all Board and citizen committee meetings, serve as an ex-officio member of all School Board committees and provide administrative recommendations on each item of business considered by each of these groups.

The Superintendent, by prior approval of the Board, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations not directly related to the District.

3. **COMPENSATION:** In consideration of an annual salary of \$XXXXXX the Superintendent agrees to perform faithfully the duties as outlined in paragraph 2. The annual salary shall be paid in equal installments in accordance with the rules of the District governing payment of other professional staff members in the District. The Board of Trustees in consultation with the Superintendent shall determine compensation for the second and third year of this contract at such time as is appropriate prior to the commencement of the second year of the contract, but shall be no less than the current compensation of \$XXXXXX annually.
4. **TERMINATION OF EMPLOYMENT CONTRACT:** During the term of this contract the Superintendent may be terminated: 1) in accordance with the provisions of Section 20-4-401 M.C.A., 2) for failure to maintain proper credential as required by the State of Montana, 3) for failure to comply with the terms of this contract, or 4) for violation of District policies and procedures. Prior to any such termination, the Superintendent shall have the right to written charges, notice of hearing, and a fair hearing before the Board.
5. **MEDICAL EXAMINATION:** The Superintendent does hereby agree to have a comprehensive medical examination not less than once every two years and no more than once each year at District expense. A statement certifying to the physical fitness of the Superintendent to perform his duties shall be filed with the Clerk of the District and treated as confidential information.
6. **PROFESSIONAL CERTIFICATION:** The Superintendent warrants to the District that the Superintendent has a valid Class 3 Administrative and Superintendent Certificate issued by the Montana Superintendent of Public Instruction, appropriately endorsed to allow the Superintendent to serve in the position described above. The Superintendent understands and agrees that if the certificate described herein is denied, suspended or revoked during the term of the contract, that the Superintendent shall be subject to discharge pursuant to paragraph 4 above.

7. OTHER BENEFITS:

- a. In lieu of providing health benefits, the District agrees to add an additional XX% to the salary amount in paragraph 3. This amount will be paid as salary with the regular monthly paycheck for the Superintendent.

If the Superintendent 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 later of either the date of employment or the date the Superintendent elects to participate.

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

- b. The district agrees to add an additional XX% to the salary amount in paragraph 3, for additional duties related to the responsibilities of the Superintendent/Principal/Teacher/Activities Director/Etc. position. This amount will be paid as salary with the regular monthly paychecks for the Superintendent.
- c. Leaves. The Superintendent shall receive the same leave benefits offered to other administrators of the District, specifically: Bereavement Leave, Leave for Civic Duties, Leave of Absence, and Personal Leave.
- d. Sick Leave: The Superintendent shall be entitled to sick leave pursuant to M.C.A. 2-18-618.
- e. Holidays: The Superintendent shall be entitled to all paid legal holidays as defined by Section 1-1-216 M.C.A. except Sundays. When these holidays fall on Saturday or Sunday, the preceding Friday or following Monday shall be a holiday. If circumstances of the job prevent the Superintendent from taking any legal holiday as specified, the holiday may be taken as an additional personal day at another time during the calendar year.
- f. Vacation Leave: The Superintendent shall receive a paid vacation at the level accorded under Section 2-18-612(F) M.C.A. and shall accumulate vacation leave in accordance with Section 2-18-617(1), M.C.A.
- g. Liability Insurance: The District shall, if possible, maintain liability insurance covering the Superintendent in his official capacity of not less than

- \$XXXXXXX for each loss and \$XXXXXXX aggregate for each annual policy year.
- h. Retirement Compensation: The Superintendent, with at least [number of years] and no more than [number of years] years of district administrative service, shall receive a one-time stipend of \$XXXX for each year of in-district administrative service upon ceasing to be an employee of the District. This compensation shall be made a part of the last year's compensation for the Superintendent.
  - i. Vacation and Sick Leave Payout: When the Superintendent's employment with the District ceases, he shall receive payment for earned vacation and sick leave in accordance with Sections 2-18-617 and 2-18-618 M.C.A. The daily rate of pay shall be based upon the total days worked exclusive of holidays and vacation days. This compensation shall be made a part of the last year's compensation for the Superintendent.
  - j. Life Insurance: During the term of employment, group-term life insurance shall be carried on the Superintendent in the amount of three times the Superintendent's annual salary payable to his selected beneficiaries.
  - k. Disability Insurance: The school district shall provide the disability insurance for the Superintendent subject to state laws, provided that the monthly earnings are integrated with social security and teachers' retirement. The District Disability Insurance shall provide a minimum of XX% of salary compensation up to a maximum of \$XXXX per month.
  - l. Transportation: The Superintendent shall receive reimbursement at the approved District rate for the use of his personal automobile for transportation necessary in the management of the district.
  - m. Professional Memberships: The District shall pay the membership fees in professional organizations for the Superintendent.
  - n. Tax Sheltered Annuities: At the request of the Superintendent and when in accordance with state and federal statutes, the district shall withhold and transfer annually or monthly an amount to be determined by the Superintendent, permitting the Superintendent to participate, if he so desires, in a tax-deferred annuity program.
  - o. Professional Meetings: The Superintendent is authorized to attend professional meetings at the local and state levels. The Superintendent is also authorized to attend [number] national conferences (more with Board approval) per year.
8. GOALS AND OBJECTIVES: The parties shall meet and the District shall subsequently establish goals and objectives for each school year. Said goals and objectives shall be reduced to writing and be among the criteria by which Superintendent is evaluated as hereinafter provided.
  9. EVALUATION: The District shall meet with the Superintendent, to discuss and agree upon, an evaluation procedure as outlined in District Policy #XXXX & XXXXP.

10. INDEMNIFICATION: The District agrees to indemnify and hold Superintendent harmless from any and all claims, suits, liability, or other actions brought against the Superintendent in the Superintendent's individual capacity or in the Superintendent's official capacity with the District, provided the Superintendent was acting in good faith and within the scope of the Superintendent'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 Superintendent harmless if the Superintendent's actions or conduct was willfully dishonest, fraudulent, criminal, or malicious.

11. If the Superintendent is unable to perform his duties by reason of illness, accident, or other cause beyond his control and if such disability exists for a period beyond the earned maximum cumulative sick leave and any other applicable leaves, the District may terminate salary payments. If upon expiration of said sick leave benefits and any other approved leaves, the Superintendent has not returned to the Superintendent's full time duties, the District, may at its option, terminate this contract.
12. SAVINGS CLAUSE: If it is found that any portion of this contract violates federal or state law, such portion of the contract shall be eliminated from the contract, and the remainder of the contract shall remain in force and effect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20XX.

\_\_\_\_\_  
[Name], Superintendent

\_\_\_\_\_  
[Name], Chair, Board of Trustees

\_\_\_\_\_  
[Name], Clerk, Board of Trustees