

**Food Service Director
CONTRACT**

THE STATE OF MONTANA

§
§
§

COUNTIES OF FLATHEAD/LAKE

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the "Board") of the Bigfork School District (the "District") and **Roger Vanlandingham** (the "Food Service Director").

NOW THEREFORE, the Board and the Food Service Director, 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 Food Service Director, and the Food Service Director does hereby accept employment from the District for a term of one (1) year, commencing on **July 1, 2018** and ending on **June 30, 2019**. The District, may, by action of the Board, and with the consent and approval of the Food Service Director, extend the term of this Agreement as permitted by state law. There is no contractual obligation or expectancy of continued employment beyond the contract term except as provided by state law.

2. EMPLOYMENT

2.1 Duties. The Food Service Director shall faithfully perform the duties of the Food Service Director for the District as prescribed in the job description, a copy of which is attached as Addendum A, and as may be assigned by the Superintendent, and shall comply with all Board directives, state and federal law, district policy, rules and regulations as they exist or may hereafter by adopted or amended.

The Food Service Director shall perform the duties of his office for the District with reasonable care, skill, and expertise and in a thorough, prompt, and efficient manner.

A typical work week is 40 (forty) hours per week. Any time worked over 40 hours per week will need to be preapproved by the Superintendent. Time worked will be recorded in the Black Mountain Software Timecard application.

3. COMPENSATION

3.1 Rate of Pay. The District shall provide the Food Service Director with an hourly rate of twenty dollars and sixty cents (\$20.60) per hour.

3.2 Vacation and Sick Leave. The Food Service Director 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 Food Service Director shall request and receive authorization from the Superintendent in advance of use of vacation leave. Vacation days taken by the employee will be taken at such time or times as will least interfere with the performance of the employee's duties as set forth in this Agreement. 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. These personal leave days do not accrue or accumulate for any purpose and cannot be carried over from year to year.

3.3 Health Insurance. The board agrees to pay health insurance premiums on the following basis:

\$542 per month for the 2018-19 school year

Any additional costs of the premium shall be borne by the employee and paid by payroll deduction. Insurance coverage is subject and controlled by the insurance carrier and insurance policy.

4. REVIEW OF PERFORMANCE

4.1 Time and Basis of Evaluation. The Superintendent shall perform at least an annual evaluation of the Food Service Director.

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 Food Service Director and the Board in writing, upon such terms and conditions as may be mutually agreed upon. After the Food Service Director has returned the signed contract, the Food Service Director will not be released from this Agreement without the written consent of the Board.

5.2 Death, Retirement, Disability. This Agreement shall be terminated upon the death of the Food Service Director or upon the Food Service Director's retirement.

5.3 Dismissal for Good and Just Cause. The Board may dismiss the Food Service Director at any time for good and just cause.

5.4 Termination Procedure. In the event that the Board terminates this Agreement for good cause, the Food Service Director shall be afforded all the rights set forth in the Board's policies and state and federal law. If a discharge from employment is found by a court to be wrongful, the Food Service Director is limited to the damages under this Agreement, but not to exceed what could be recovered under § 39-2-905, MCA (1989), as amended.

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 thereof, 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 Food Service Director 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 Food Service Director at the Board's allowable rate per mile for out of District travel incurred by the Food Service Director in the continuing performance of the Food Service Director duties under this Agreement.

Dated this 25th day of July, 2018.

_____ Chairperson, Board of Trustees

_____ Clerk, Board of Trustees

_____ Food Service Director

Trustees,

I would like to take this opportunity to recommend Mr. Mark Hansen for hire as Interim Principal of Bigfork High School. Mr. Hansen is well known in our community for his longevity and diversity of service. For over 30 years, Mark has been active in Bigfork Schools as a parent, coach, event coordinator, teacher and volunteer. Additionally, his recent administrative internship with Bigfork High School has familiarized him with the current realities and goals within the building. Mr. Hansen is well respected by colleagues, student, parents and administration.

Mr. Hansen earned his Bachelors Degree in Education from the University of Great Falls in 2011 and Master's Degree in Educational Leadership from Rocky Mountain College in 2018. I have observed him to be of strong personal character and totally dedicated to the betterment of Bigfork Schools. Mark will be a great addition to our administrative team and has my full support.

Sincerely,

Matthew Jensen
Superintendent
Bigfork Public Schools #38

**BIGFORK SCHOOL DISTRICT NO. 38
BIGFORK, MONTANA**

**INTERIM PRINCIPAL'S CONTRACT
For SY 2018-19**

This contract is between the Bigfork School District No. 38 Board of Trustees, hereinafter referred to as the Board, and **Mark Hansen** hereinafter referred to as the Interim Principal.

WITNESSETH:

It is mutually agreed between the Board and the Interim Principal in consideration of the promises and covenants herein contained:

THAT THE INTERIM PRINCIPAL SHALL:

- 1.0 Faithfully perform all the duties as **Interim Principal of grades 9-12 High School** in said School District No. 38 during the entire term of this contract, and will supervise the aforementioned school maintained or to be maintained therein.

DUTIES AND RESPONSIBILITIES OF THE INTERIM PRINCIPAL

- 2.0 The Interim Principal of a school is the chief administrative officer of his defined area and shall organize the school in a manner that will provide conditions which will make possible the most effective curriculum and teaching. The Interim Principal of a school shall:
- 2.1 Administer the general policies and programs of the school system and shall make available to the staff all school regulations enacted by the Board of Trustees or Superintendent.
- 2.2 Keep the Superintendent and Board fully advised as to the conditions and needs of the school.
- 2.3 Report to the Superintendent any serious destruction of property in the school or any serious injury to pupil or member of the staff that may occur at a time or place wherein the rights or the responsibility of the school may be involved.
- 2.4 Be responsible for a system of accounting for all money belonging to the school in accordance with regulations from the administrative office.
- 2.5 Keep accurately and file promptly all records and reports required by law and the Board of Trustees.
- 2.6 Make or countersign all requisitions for supplies, both educational and building, and report all needed repairs.
- 2.7 Be responsible for attendance reports which include student and staff.
- 2.8 Improve the quality of teaching and learning in the classroom. New teachers may need extra guidance.
- 2.9 See that all extracurricular activities have been sanctioned by the Board of Trustees and that proper social and financial controls are in effect. The Interim Principal should be present at most events. Certain responsibilities cannot be delegated without being willing to personally accept the consequences should there be an undesirable incident.

- 2.10 The Interim Principal is part of the administrative team and should be constantly on the alert in such matters as the housekeeping of the buildings, the conditions of the equipment, and be prepared to evaluate the quality of instruction.
- 2.11 A good Interim Principal is a good public relations person and should attempt to bring about a wholesome working relationship between parents, children, and the faculty.
- 2.12 Other duties and responsibilities that may be assigned by the Superintendent or the Board of Trustees shall be the responsibilities of the Principal.

Further, the Interim Principal shall:

- 3.0 In all particulars conform to and comply with the laws of the State of Montana with respect to the management and operation of said school, and likewise conform to and be governed by all valid rules and regulations promulgated by the State of Montana, subject to such laws and regulations.
- 3.1 Conform to and be governed by all valid orders of the Board and Superintendent of Schools of said School District and will comply with their requests as to management and supervision of said school system, performing such additional duties in connection with the same as said Board or Superintendent of Schools may prescribe.
- 3.2 Not engage in any occupation or activity during the term of his contract which said Board deems in conflict with his duties and employment as Principal.
- 3.3 Keep and maintain during the term of this contract an Administrator's Certificate issued by the Montana Office of the Superintendent of Public Instruction and he shall register said certificate with the Flathead County Superintendent of Schools not later than sixty (60) days of the beginning of this contract.
- 3.4 Be employed for the years beginning **July 1, 2017**, and ending **June 30, 2018**, for a total of **212** working days each year starting ten days before teachers' orientation and continuing ten days after the last day of school with an additional five days during the summer assigned by the superintendent. The Interim Principal shall perform an additional six (6) hours of administrative in service.

THE BOARD SHALL:

- 4.0 Pay a salary rate of **\$80,848** for the **2018-19** school year.
- 4.1 Provide the Interim Principal's National and State Association professional dues for the contracted school year.
- 4.2 Grant to the Interim Principal leaves and benefits described and pay medical and hospital 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.
- 5.0 Sick Leave
 - a. Definition: Sick leave shall include personal illness or disability, personal medical appointments, quarantine, communicable disease.
 - b. The Interim Principal will receive twelve (12) days sick leave per contract year accumulative to one hundred (125) days at full pay.

c. The full amount of accumulated sick leave will be in effect from the starting date of this contract.

d. The Interim Principal shall be granted eight (8) days absence for serious illness in the Principal's immediate family, days to be deducted from sick leave. "Immediate family" for purposes of this leave is defined as the Principal's spouse, child, parent, grandparent, brother or sister.

e. After five (5) years of service with the District, the Interim Principal will be paid one-fourth of accumulated sick leave up to one hundred twenty-five (125) days upon termination of employment. The rate of pay will be determined by the Principal's daily salary at the time of termination.

5.1 Emergency Leave:

The Interim Principal shall be allowed up to five (5) days leave for occurrence of death in the Interim Principal's immediate family. "Immediate family" for purposes of this Section is defined as the Interim Principal's spouse, child, parent, grandparent, brother or sister and in-laws of the same degree of relationship. An Interim Principal may be allowed additional leave under this section either immediately subsequent to the initial five (5) days or at a later date. Leave beyond the initial five (5) days is subject to approval by the Superintendent and will be deducted from sick leave. In addition, an Interim Principal shall be allowed up to three (3) days per year for deaths of other individuals that are not listed in the immediate family above. The three (3) days shall be deducted from sick leave.

5.2 Personal Leave:

a. Four (4) days of personal leave will be granted each contract year without loss of pay or other benefits.

b. Personal leave is not accumulative but will be bought back at the end of the year at the rate of \$150.00 per unused day for the first two (2) personal days. A third (3rd) and fourth (4th) day may be sold back at a rate of \$75.00 per day.

5.3 Professional Leave: Professional leave shown to be beneficial to the School District may be granted by the Superintendent. Such leave will be in full pay.

5.4 Leave for Civic Duties: The Interim Principal will be permitted to appear in court as a witness or to serve juries if subpoenaed and not excused. The daily salary rate is to be continued while on jury duty, however, the stipend paid by the court will be deposited with the School Clerk's office. The Interim Principal may keep monies remitted by the court for expenses or mileage allowance while performing jury duty. In no instance shall the School District be required to pay any mileage and/or expenses to the Interim Principal serving on jury duty or as a court witness. The Board also reserves the right to request the court to excuse the Principal from jury duty if the Board deems that he is needed for the proper operation of the School District.

5.5 Leave for Civic Emergencies: Leave at differential pay to provide special expertise in the event of a national disaster or societal emergency may be granted by Board after reviewing the merits of the request.

5.6 No pay shall be given for any type of unused leave other than sick leave at the time of the Interim Principal's termination.

5.7 Travel:

The Interim Principal shall be reimbursed for out of district expenses and mileage per district policy.

5.8 Continuing Insurance: A retiring Principal shall be eligible to continue participation in the District group insurance program, but shall pay the entire premiums for such coverage commencing with the date of retirement.

5.9 The District shall provide the Interim Principal with same school days off that are set aside for the teachers and students as set by the school calendar during the 2018-19 school year.

5.10 Compensation: compensation level includes salary and benefits and is based upon satisfactory performance of duties as determined by the Superintendent's compensation recommendation to the Board of Trustees. Any appeal received by the Board of Trustees will be held in executive session unless the Interim Principal requests to be held in open session.

5.11 Evaluation: The Interim Principal will be evaluated annually by the superintendent using the appropriate District format. Any evaluation review performed by the Board of Trustees will be held in executive session unless the Interim Principal requests it be held in open session.

Dated this 25th day of July, 2018.

_____ Chairperson, Board of Trustees

_____ Clerk, Board of Trustees

_____ Interim Principal