

**BUSINESS MANAGER/DISTRICT CLERK  
CONTRACT**

THE STATE OF MONTANA

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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 Lacey Porrovecchio (the "Clerk").

NOW THEREFORE, the Board and the Clerk, 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 Clerk, and the Clerk does hereby accept employment from the District for a term of one (1) year, commencing on **July 1, 2019** and ending on **June 30, 2020**. The District, may, by action of the Board, and with the consent and approval of the Clerk, 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 Clerk shall faithfully perform the duties of the Clerk 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 be adopted or amended.

The Clerk shall perform the duties of her office for the District with reasonable care, skill, and expertise and in a thorough, prompt, and efficient manner.

**3. COMPENSATION**

**3.1 Salary.** The District shall provide the Clerk with an annual salary in the sum of **Seventy thousand, two hundred thirty six dollars (70,236)**. This annual salary rate shall be paid to the Clerk in equal monthly installments. Furthermore, the District shall pay an additional \$500.00 towards a medical flex benefit program.

**3.2 Vacation and Sick Leave.** The Clerk 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 Clerk shall request and receive authorization from the Superintendent in advance of use of vacation leave. Vacation days taken by the Clerk will be taken at such time or times as will least interfere with the performance of the Clerk's duties as set forth in this Agreement. It is recognized by both parties that the Clerk'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. The clerk shall be entitled to the same days off as the teaching staff during the Thanksgiving, Christmas, and Spring Breaks as identified in the adopted school calendar, provided, however, that such days off shall not accumulate or carryover, nor shall they be subject to cash payout upon retirement, resignation, or contract termination, and provided they will not interfere with the duties of the Clerk as set forth in this agreement. 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 or Cash Benefit.** Grant to the Clerk a health package equal to that afforded other administrator employees or a cash benefit equal to the district health insurance contribution for the classified union, not to exceed \$6,768. If required by law, a portion of the health insurance contribution may be reported to taxing authorities as imputed income.

#### **4. REVIEW OF PERFORMANCE**

**4.1 Time and Basis of Evaluation.** The Superintendent shall perform an annual evaluation of the Clerk.

**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 Clerk and the Board in writing, upon such terms and conditions as may be mutually agreed upon. After the Clerk has returned the signed contract, the Clerk 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 Clerk or upon the Clerk's retirement.

**5.3 Dismissal for Good and Just Cause.** The Board may dismiss the Clerk 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 Clerk 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 Clerk 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 Clerk 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 Clerk at the Board's allowable rate per mile for out of District travel incurred by the Clerk in the continuing performance of the Clerk's duties under this Agreement.

Dated this 14<sup>th</sup> day of August, 2019.

\_\_\_\_\_ Chairperson, Board of Trustees

\_\_\_\_\_ Clerk, Board of Trustees

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