

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

**PRINCIPAL'S CONTRACT
For SY 2023-24**

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

WITNESSETH:

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

THAT THE PRINCIPAL SHALL:

- 1.0 Faithfully perform all the duties as **Principal of grades 5-8 Middle 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 PRINCIPAL

- 2.0 The 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 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 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 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 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 responsibility of the Principal.

Further, the 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 she 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, 2023**, and ending **June 30, 2024**, 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 Principal shall perform an additional six (6) hours of administrative in service.

THE BOARD SHALL:

- 4.0 Pay a salary rate of \$97,899 for the **2023-24** school year. In addition to the foregoing compensation, the Principal shall be entitled to a 1-time one thousand dollar (\$1000) employee compensation payment, which shall be made in equal installments on or before December 10, 2023 and April 10, 2024.
- 4.1 Provide the Principal's National and State Association professional dues for the contracted school year.
- 4.2 Grant to the 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 Principal will receive twelve (12) days sick leave per contract year accumulative to one hundred thirty two (132) 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 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 Principal will be paid one-fourth of accumulated sick leave up to one hundred thirty two (132) 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 Principal shall be allowed up to five (5) days leave for occurrence of death in the Principal's immediate family. "Immediate family" for purposes of this Section is defined as the Principal's spouse, child, parent, grandparent, brother or sister and in-laws of the same degree of relationship. A 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, a 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. Unused personal leave may be sold 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.

c. The Principal may carry over up to two (2) personal days in any year. A maximum of six (6) days may be accrued in any year.

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 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 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 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 Principal's termination.

5.7 Travel:

The 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 Principal with same school days off that are set aside for the teachers and students as set by the school calendar during the 2023-24 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 Principal requests to be held in open session.
- 5.11 Evaluation: Principals 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 Principal requests it be held in open session.

Dated this 6th day of June, 2023.

_____ Chairperson, Board of Trustees

_____ Clerk, Board of Trustees

_____ Principal

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

**PRINCIPAL'S CONTRACT
For SY 2023-24**

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

WITNESSETH:

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

THAT THE PRINCIPAL SHALL:

- 1.0 Faithfully perform all the duties as **Principal of grades K-4 Elementary 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 PRINCIPAL

- 2.0 The 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 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 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 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 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 responsibility of the Principal.

Further, the 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 she 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, 2023**, and ending **June 30, 2024**, 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 Principal shall perform an additional six (6) hours of administrative in service.

THE BOARD SHALL:

- 4.0 Pay a salary rate of \$97,899 for the **2023-24** school year. In addition to the foregoing compensation, the Principal shall be entitled to a 1-time one thousand dollar (\$1000) employee compensation payment, which shall be made in equal installments on or before December 10, 2023 and April 10, 2024.
- 4.1 Provide the Principal's National and State Association professional dues for the contracted school year.
- 4.2 Grant to the 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 Principal will receive twelve (12) days sick leave per contract year accumulative to one hundred thirty two (132) 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 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 Principal will be paid one-fourth of accumulated sick leave up to one hundred thirty two (132) 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 Principal shall be allowed up to five (5) days leave for occurrence of death in the Principal's immediate family. "Immediate family" for purposes of this Section is defined as the Principal's spouse, child, parent, grandparent, brother or sister and in-laws of the same degree of relationship. A 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, a 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. Unused personal leave may be sold 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.

c. The Principal may carry over up to two (2) personal days in any year. A maximum of six (6) days may be accrued in any year.

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 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 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 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 Principal's termination.

5.7 Travel:

The 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 Principal with same school days off that are set aside for the teachers and students as set by the school calendar during the 2023-24 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 Principal requests to be held in open session.
- 5.11 Evaluation: Principals 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 Principal requests it be held in open session.

Dated this 6th day of June, 2023.

_____ Chairperson, Board of Trustees

_____ Clerk, Board of Trustees

_____ Principal

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

**PRINCIPAL'S CONTRACT
For SY 2023-24**

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 Principal.

WITNESSETH:

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

THAT THE I PRINCIPAL SHALL:

- 1.0 Faithfully perform all the duties as **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 PRINCIPAL

- 2.0 The 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 I 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 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 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 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 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, 2023**, and ending **June 30, 2024**, for a total of **225** 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 Principal shall perform an additional six (6) hours of administrative in service.

THE BOARD SHALL:

- 4.0 Pay a salary rate of **\$106,247** for the **2023-24** school year. In addition to the foregoing compensation, the Principal shall be entitled to a 1-time one thousand dollar (\$1000) employee compensation payment, which shall be made in equal installments on or before December 10, 2023 and April 10, 2024.
- 4.1 Provide the Principal's National and State Association professional dues for the contracted school year.
- 4.2 Grant to the 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 Principal will receive twelve (12) days sick leave per contract year accumulative to one hundred thirty two (132) 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 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 Principal will be paid one-fourth of accumulated sick leave up to one hundred thirty two (132) 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 Principal shall be allowed up to five (5) days leave for occurrence of death in the Principal's immediate family. "Immediate family" for purposes of this Section is defined as the Principal's spouse, child, parent, grandparent, brother or sister and in-laws of the same degree of relationship. A 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, a 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. Unused personal leave may be sold 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.

c. The Principal may carry over up to two (2) personal days in any year. A maximum of six (6) days may be accrued in any year.

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 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 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 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 Principal's termination.

5.7 Travel:

The 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 Principal with same school days off that are set aside for the teachers and students as set by the school calendar during the 2023-24 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 Principal requests to be held in open session.

5.11 Evaluation: The 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 Principal requests it be held in open session.

Dated this 6th day of June, 2023.

_____ Chairperson, Board of Trustees

_____ Clerk, Board of Trustees

_____ Principal

MAINTENANCE DIRECTOR CONTRACT

THE STATE OF MONTANA

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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 **Mike McGill** (the "Maintenance Director").

NOW THEREFORE, the Board and the Maintenance 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 Maintenance Director, and the Maintenance Director does hereby accept employment from the District for a term of one (1) year, commencing on **July 1, 2023** and ending on **June 30, 2024**. The District, may, by action of the Board, and with the consent and approval of the Maintenance 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 Maintenance Director shall faithfully perform the duties of the Maintenance 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 be adopted or amended.

The Maintenance 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.

3. COMPENSATION

3.1 Salary. The District shall provide the Maintenance Director with an annual salary in the sum of **Sixty three thousand one hundred fifty eight dollars and fifty five cents (\$63,158.55)**. This annual salary rate shall be paid to the Maintenance Director in equal monthly installments. In addition to the foregoing compensation, the Maintenance Director shall be entitled to a 1-time one thousand dollar (\$1000) employee compensation payment, which shall be made in equal installments on or before December 10, 2023 and April 10, 2024.

3.2 Vacation and Sick Leave. The Maintenance 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 Transportation 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. It is recognized by both parties that the employee'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. 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:
\$600 per month for the 2023-24 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 an annual evaluation of the Maintenance 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 Maintenance Director and the Board in writing, upon such terms and conditions as may be mutually agreed upon. After the Maintenance Director has returned the signed contract, the Maintenance 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 Maintenance Director or upon the Maintenance Director's retirement.

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

Dated this 6th day of June, 2023.

_____ Chairperson, Board of Trustees

_____ Clerk, Board of Trustees

_____ Maintenance Director

**BUSINESS MANAGER/DISTRICT CLERK
CONTRACT**

THE STATE OF MONTANA

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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 **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, 2023** and ending on **June 30, 2024**. 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 **Eighty six thousand, eight hundred forty nine dollars and twenty eight cents (\$86,849.28)**. 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. In addition to the foregoing compensation, the Clerk shall be entitled to a 1-time one thousand dollar (\$1000) employee compensation payment, which shall be made in equal installments on or before December 10, 2023 and April 10, 2024.

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 \$7,200. 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 6th day of June, 2023.

_____ Chairperson, Board of Trustees

_____ Clerk, Board of Trustees

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

**Bigfork Activities Director/Special Education Director
For SY 2023-24**

This contract is between the Bigfork School District #38 Board of Trustees, hereinafter referred to as the Board, and **MATT PORROVECCHIO**, hereinafter referred to as the Activities Director/Special Education Director.

It is mutually agreed between the Board and the Activities Director/Special Education Director in consideration of the promises and covenant herein contained:

THAT THE ACTIVITIES DIRECTOR SHALL:

- 1.0 Faithfully perform all the duties of the Activities Director in School District No. 38 during the entire term of this contract.

DUTIES AND RESPONSIBILITIES

- 2.0 Reports to the Bigfork Middle School Principal and High School Principal.
- 3.0 Performs administrative duties as determined by the Bigfork Elementary School Principal and High School Principal to include:
 - 3.1 Attend Class "B" MHSAs meetings, scheduling meetings, coaches meetings, all AD meetings.
 - 3.2 Ensure that all MHSAs dues, insurance forms, student eligibility lists/reports are completed and delivered to MHSAs by submitted deadlines.
 - 3.3 Collaborates with the building principal in the evaluation of all head coaches and directs the evaluation of assistant coaches.
 - 3.4 Prepares the activity/athletic budget.
 - 3.5 Schedules high school athletic events, assemblies, plays, concerts, and other student general activities.
 - 3.6 Schedules facility usage through the school district office.
 - 3.7 Arrange all fund raising at activities events; coordinate with Student Council.
 - 3.8 Makes all travel arrangements including the scheduling of buses for all activities and athletic events.
 - 3.9 Ensure that all students are eligible to practice/participate. Provide weekly notice to school office and head coach.
 - 3.10 Ensure that all applicable documentation is complete and on file in the appropriate school office to include physicals, parent permission and participation slips.
 - 3.11 Performs all Fall, Winter, and Spring Events Manager duties.
 - 3.12 Coordinates senior-parent night.
 - 3.13 Orders supplies for each sport/activity.
 - 3.14 Directs seasonal inventories of all activities equipment and supplies.
 - 3.15 Makes security arrangements for activities as necessary.
 - 3.16 Performs all other related duties as assigned.
 - 3.17 Acts as the public contact for all activities including, Booster Club, parent meetings, and press releases.

THAT THE SPECIAL EDUCATION DIRECTOR SHALL:

- 4.0 Reports to the Bigfork School District Superintendent.
- 5.0 Performs administrative duties as determined by the Superintendent to include:

- 5.1 Function as a resource regarding administrative team direction, recommendations to policy, and implementation of practices and procedures consistent with IDEA regulations.
- 5.2 Submit state E-Grant for IDEA Part B funds.
- 5.3 Facilitate staff analysis of program models and service implementation to ensure efficient and appropriate service delivery to students with disabilities.
- 5.4 Determine staff in-service needs and propose necessary staff development.
- 5.5 Make budget recommendations in order to plan for special education services and anticipated student needs for each subsequent school year.
- 5.6 Chair Special Education Departmental meetings and function as the department leader.
- 5.7 Review student data.
- 5.8 Identify factors impacting the delivery of FAPE and advocate for appropriate services.
- 5.9 Provide side by side coaching of paraeducators and special education teachers regarding effective instructional practices addressing the needs of students with disabilities.
- 5.10 Engage in record review to determine documents meet legal requirements for IDEA and state reporting requirements.
- 5.11 Respond to OPI communications and submit needed reports (child count, exit data) and other information as requested.
- 5.12 Responsible for meeting State and Federal guidelines and maintaining due process.
- 5.13 Responsible for system-wide review committees relating to IEP compliance issues.
- 5.14 Works with Director of Transportation to provide adequate transportation for students with disabilities.
- 5.15 Direct and monitor the Individual Education Plan (IEP) and 504 processes.
- 5.16 Support principals in implementing Special Education programs and services.

FURTHER, THE ACTIVITIES DIRECTOR/ SPECIAL EDUCATION DIRECTOR SHALL:

- 6.0 In all particulars conform to and comply with laws of the State of Montana with respect to the current assignment, 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.
- 7.0 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 the duties of the Activities Director/Special Education Director position, performing such additional duties in connection with the same as said Board and Superintendent of schools may prescribe.
- 8.0 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 Activities Director/ Special Education Director.
- 9.0 Keep and maintain during the term of this contract an appropriate Educator License issued by the Montana Office of the Superintendent of Public Instruction and shall register said certificate with the Flathead County Superintendent of Schools not later than sixty (60) days of the beginning of this contract.
- 10.0 Be employed for the 2023-24 school year for a period of 225 days.
 - 0.50 FTE Activities Director
 - 0.50 FTE Special Education Director

THE BOARD SHALL:

- 11.0 Pay a salary of **\$101,897.30** for the 2023-24 school year. In addition to the foregoing compensation, the Activities Director/Special Education Director shall be entitled to a 1-time one thousand dollar (\$1000) employee compensation payment, which shall be made in equal installments on or before December 10, 2023 and April 10, 2024.
- 12.0 Grant to the Activities Director/Special Education Director leaves and benefits described and

pay medical and hospital insurance coverage for a full family UNDER Bigfork School District No. 30 Group Insurance Plan. If required by law, a portion of the health insurance contribution may be reported to taxing authorities as imputed income.

13.0 Sick Leave

13.1 Definition: Sick leave shall include personal illness or disability, personal medical appointments, quarantine, communicable disease.

13.2 The Activities Director/Special Education Director will receive twelve (12) days sick leave per contract year accumulative to one hundred thirty two (132) days at full pay.

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

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

13.5 After five (5) years of service with the District, the Activities Director/Special Education Director will be paid one-fourth of accumulated sick leave up to one hundred thirty two (132) days upon termination of employment. The rate of pay will be determined by the Activities Director/Special Education Director's daily salary at the time of termination.

14.0 Emergency Leave:

The Activities Director/Special Education Director shall be allowed up to five (5) days leave for occurrence of death in the Activities Director/Special Education Director's immediate family. "Immediate family" for purposes of this Section is defined as the Activities Director/Special Education Director spouse, child, parent, grandparent, brother or sister and in-laws of the same degree of relationship. The Activities Director/Special Education Director 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, the Activities Director/Special Education Director 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.

15.0 Personal Leave:

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

b. Unused personal leave may be sold 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.

c. The Activities Director/Special Education Director may carry up to two (2) personal days in any year. A maximum of six (6) days may be accrued.

16.0 Professional Leave:

Professional leave shown to be beneficial to the School District may be granted by the Superintendent. Such leave will be with full pay.

17.0 Travel:

The Activities Director/Special Education Director shall be reimbursed for travel expenses while acting in the performance of assigned duties. This includes both in-district and out-of-district travel. The Activities Director/Special Education Director shall be reimbursed for mileage as per district policy. A travel log shall be maintained and submitted with the reimbursement request.

18.0 Compensation:

Compensation includes salary and is based upon satisfactory performance of duties as determined by the High School Principal and the Superintendent.

19.0 Evaluation:

The Activities Director/Special Education Director will be evaluated annually by the Superintendent using the appropriate District format.

Dated this 6th day of June, 2023.

Chairperson, Board of Trustees

Clerk, Board of Trustees

Activities Director/Special Education Director

Date

**Food Service Director
CONTRACT**

THE STATE OF MONTANA

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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, 2023** and ending on **June 30, 2024** for a total of 212 working days each year. 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 be 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.

3. COMPENSATION

3.1 Rate of Pay. The District shall provide the Food Service Director with an annual salary in the sum of forty nine thousand five hundred twenty dollars and ten cents (\$49,520.10). This annual salary rate shall be paid to the Food Service Director in equal monthly installments. In addition to the foregoing compensation, the Food Service Director shall be entitled to a 1-time one thousand dollar (\$1000) employee compensation payment, which shall be made in equal installments on or before December 10, 2023 and April 10, 2024.

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:

\$600 per month for the 2023-24 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 6th day of June, 2023.

_____ Chairperson, Board of Trustees

_____ Clerk, Board of Trustees

_____ Food Service Director

**TRANSPORTATION DIRECTOR
CONTRACT**

THE STATE OF MONTANA

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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 **Danny Walker** (the "Transportation Director").

NOW THEREFORE, the Board and the Transportation 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 Transportation Director, and the Transportation Director does hereby accept employment from the District for a term of one (1) year, commencing on **July 1, 2023** and ending on **June 30, 2024**. The District, may, by action of the Board, and with the consent and approval of the Transportation 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 Transportation Director shall faithfully perform the duties of the Transportation 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 be adopted or amended.

The Transportation 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.

3. COMPENSATION

3.1 Salary. The District shall provide the Transportation Director with an annual salary in the sum of **Sixty three thousand two hundred one dollars and eighty five cents (\$63,201.85)**. This annual salary rate shall be paid to the Transportation Director in equal monthly installments. In addition to the foregoing compensation, the Transportation Director shall be entitled to a 1-time one thousand dollar (\$1000) employee compensation payment, which shall be made in equal installments on or before December 10, 2023 and April 10, 2024.

3.2 Vacation and Sick Leave. The Transportation 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 Transportation 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. It is recognized by both parties that the employee'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. 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:
\$600 per month for the 2023-24 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 an annual evaluation of the Transportation 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 Transportation Director and the Board in writing, upon such terms and conditions as may be mutually agreed upon. After the Transportation Director has returned the signed contract, the Transportation 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 Transportation Director or upon the Transportation Director's retirement.

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

Dated this 6th day of June, 2023.

_____ Chairperson, Board of Trustees

_____ Clerk, Board of Trustees

_____ Transportation Director

BIGFORK SCHOOL DISTRICT NO. 38

SUPERINTENDENT CONTRACT ADDENDUM 2023-24

This document serves as an Addendum to the February 9, 2022 contract between the Bigfork School District #38 Board of Trustees, hereinafter referred to as the Board, and Tom Stack, hereinafter referred to as the Superintendent.

It is mutually agreed between the Board and the Superintendent that the District will provide the following considerations:

1. **Salary** The District shall provide the Superintendent with an annual salary in the sum of One hundred nineteen thousand sixty four dollars and sixty eight cents (\$119,064.68). The annual salary rate shall be paid to the superintendent in equal monthly installments. In addition to the foregoing compensation, the Superintendent shall be entitled to a 1-time one thousand dollar (\$1000) employee compensation payment, which shall be made in equal installments on or before December 10, 2023 and April 10, 2024.

Dated this 6th day of June, 2023.

Tom Stack, Superintendent

Paul Sandry, Chairperson, Board of Trustees

Lacey Porrovecchio, Clerk, Board of Trustees