

**DRAFT**  
**GALLATIN GATEWAY SCHOOL DISTRICT #35**  
**SUPERINTENDENT CONTRACT**

**1. Term.** The Board, by and on behalf of the District, employs Steven Priest, the Superintendent, and the Superintendent accepts employment as District Superintendent for a term of one (1) year, from August 8, 2022, to June 30, 2023.

**2. Record of Authorization for Contract.** This contract was approved by the Board at a properly noticed special meeting dated July 29, 2022. Such approval shall be reflected in the official minutes of such meeting, which shall be available for review by the public upon request.

**3. Duties.** The Superintendent is the chief executive officer of the District and shall perform the duties of the District Superintendent for the District as prescribed in the job description and such other duties as may be assigned by the Board. The Superintendent shall comply with legal Board directives, § 20-4-402, MCA, other applicable state and federal laws, and District policies as they exist or may hereafter be adopted or amended. Said District policies are incorporated in and made a part of this Contract as though fully set forth herein, except to the extent that any district policy directly conflicts with a specific provision of this contract, in which case, the contract language shall control. The Superintendent agrees to devote his time and energy to the performance of these duties in a competent manner.

In addition to the duties set forth above, the Superintendent shall perform building administrator duties in accordance with the accreditation standards found in the Administrative Rules of Montana. The Superintendent agrees that under no circumstance, nor with respect to any portion of this Contract, shall the Superintendent acquire tenure as provided in § 20-4-203, MCA, or any statutory provision governing the employment of a principal. The Superintendent shall serve as a full-time Superintendent with assigned building administrator duties, and not as a part-time superintendent and part-time principal.

**4. Professional Activities.** The Superintendent may attend and participate in appropriate professional meetings at the local, state and national levels with the reasonable expenses for such attendance to be borne by the District, including membership fees and dues of the Superintendent in such organizations. "Appropriate" and "reasonable" shall include those meetings and expenses incorporated into the budget or otherwise pre-approved by the Board.

**5. Professional Certification and Records.** This contract is specifically conditioned upon the Superintendent providing the necessary certification and experience records and other records required for the personnel files or for payroll purposes. Failure to provide documentation of current and valid certification necessary and required to be employed as and perform the duties of Superintendent shall render this contract automatically void. Suspension, revocation, or lapse of said certification at any time for any reason shall render this contract automatically void. Any material misrepresentation related to or arising from said certification, or related to or arising from the application materials relied upon by the Board in offering employment to the Superintendent shall constitute good cause for termination of employment. The term "material" as used herein means any misrepresentation other than minor or insignificant deviations that would not have a bearing on the veracity of the Superintendent or the decision of the Board to extend an offer of employment to the Superintendent.

**6. Reassignment.** The Superintendent shall not be reassigned from the position of Superintendent to another position during the term of the Contract without the mutual written consent of the parties. Reassignment shall not be construed, however, as the assignment of additional administrative duties to the Superintendent as part of a reduction in the number of administrators in the district. In the event that additional duties and responsibilities are required of the Superintendent beyond those anticipated by the parties at the time of execution of the contract, the salary of the Superintendent may be renegotiated commensurate with said additional duties and responsibilities.

**7. Compensation.** The Board agrees to pay the Superintendent an annual salary of sixty thousand and five hundred seventy six dollars and sixty cents (\$60,576.60), paid in equal monthly installments unless otherwise agreed to by the parties. Superintendent shall be present and available on school grounds for any day claimed as a work day unless the Superintendent is absent from District property while conducting business on behalf of the District. The Board and Superintendent agree the work year for the Superintendent is two-hundred and ten (210) days. For the duration of this Agreement, the District will pay the Superintendent a monthly housing stipend of \$1,000.00, to be included in the monthly payroll.

The parties agree that the Superintendent will be present on District property and on duty during all Pupil Instruction (PI) and Pupil Instruction Related (PIR) days falling within the academic school year, and on all business days falling outside of the academic school year, unless the Superintendent is utilizing vacation leave or sick leave as provided for herein, or unless the Superintendent is absent from District property while conducting business on behalf of the District. The parties agree further that the Superintendent's duties also include conducting school business as needed or necessary when situations requiring immediate attention or action arise on holidays, weekends, or during such other times when the Superintendent is not actively on duty.

**8. Salary Adjustment.** The Board will review the Superintendent's salary on an annual basis in conjunction with the evaluation of performance referenced in section 9, and in its discretion increase the salary.

**9. Evaluation.** The Board may evaluate and assess in writing the performance of the Superintendent at the Board's discretion, and shall conduct at least one formal evaluation annually, prior to January 15. Participation in the written evaluation process shall not preclude the Board from engaging in informal evaluation processes with the Superintendent throughout the term of the contract, nor shall the Board be prohibited from discussing with the Superintendent the performance of the Superintendent's duties at any time the Board shall in its discretion determine that such discussions are beneficial to the District.

**10. Holidays.** The Superintendent is entitled to days off with pay on those holidays specified in § 20-1-305, MCA, subject to the provisions of that section.

**11. Vacation Leave and Accrual.** The Superintendent is entitled to vacation leave benefits and subject to the cap on accumulation of annual vacation leave under Title 2, Chapter 18, Part 6, MCA. The Superintendent shall inform the District Clerk and Board Chairperson in advance of the use of vacation leave or any absences from the District. Absence from the District in excess of two (2) days must be approved by the Board Chair or the Board. Vacation days taken by the Superintendent shall be taken at

such time or times as will least interfere with the performance of the Superintendent's duties as set forth in this contract.

**12. Sick Leave and Accrual.** The Superintendent is entitled to sick leave benefits in accordance with Title 2, Chapter 18, Part 6, MCA. The Superintendent shall inform the District Clerk and the Board Chair in advance or upon the use of sick leave from the District for any length of time.

**13. Professional Dues.** The Board shall pay the Association dues of the School Administrators of Montana, the Montana Association of Elementary and Middle School Principals as well as other appropriate affiliations, and civic and social memberships as approved by the Board.

**14. Travel Reimbursement.** The Board shall reimburse the Superintendent for the use of his automobile in conducting business on behalf of the District in accordance with § 2-18-503, MCA.

**15. Major Medical and Flexible Benefits Plan.** The District shall offer the Superintendent the same health insurance plan and flexible benefits provided to the certified employees in Article 21 of the Certified Master Agreement. (\$586.00 per month toward the health insurance plan and \$25.00 per month towards the flexible benefit plan).

**16. Consultation Activities.** The Superintendent shall be permitted to undertake writing, teaching, speaking engagements, and personal investment activities, provided these activities are not deemed by the Trustees to be in conflict with the performance of the Superintendent's duties for the School District. Any consulting work undertaken by the Superintendent for compensation, must be accomplished on the Superintendent's annual leave days, holidays or other non-duty days and/or at times that are considered non-business hours.

**17. Professional Liability.** The Board shall provide for the immunization, defense, and indemnification of the Superintendent as provided in § 2-9-305, MCA.

**18. Termination by Mutual Agreement.** This Contract may be terminated by mutual agreement of the Superintendent and the Board in writing.

**19. Retirement, Death, Disability.** This contract shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement. "Retirement" shall mean cessation of services in all states as an administrator or superintendent in a position requiring certification. If the Superintendent becomes unable to perform the essential functions of the job with reasonable accommodation by the District for a period of time in excess of the Superintendent's accrued vacation and sick leave, this contract may be terminated by the Board of Trustees.

**20. Termination for Cause.** The Board may terminate the employment of the Superintendent during the term of this Contract for good cause. For purposes of this Agreement, "good cause" is defined as reasonable job-related grounds for dismissal based on a failure to satisfactorily perform job duties, disruption of the employer's operation, or other legitimate business reason. Placing the Superintendent on paid administrative leave does not constitute termination of employment, and is within the discretion of the Board of Trustees during the term of this contract.

**21. Controlling Law.** This Contract will be governed by the laws of the State of Montana.

**22. Complete Agreement.** This Contract embodies the complete agreement of the parties hereto, superseding all oral and written previous and contemporary agreements between the parties. No alteration or modification of this Contract shall be valid unless evidenced by a writing signed by the parties to this Contract.

**23. 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.

**24. Successors and Assigns.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns, including any change of membership of the Board.

**25. Acceptance.** This offer shall expire unless signed and returned to the Board or its authorized representative by 5:00 P.M., the 3rd day of August, 2022.

GALLATIN GATEWAY SCHOOL DISTRICT #35

DRAFT

DRAFT

\_\_\_\_\_  
Steven Priest, DISTRICT SUPERINTENDENT

\_\_\_\_\_  
DATE

DRAFT

DRAFT

\_\_\_\_\_  
Julie Fleury, BOARD CHAIR

\_\_\_\_\_  
DATE

ATTEST:

DRAFT

DRAFT

\_\_\_\_\_  
Brittney Bateman, DISTRICT CLERK

\_\_\_\_\_  
DATE