

Browning Public Schools
Board Agenda Request
Meeting To Be Held: 01/25/17



Recognition: Students Staff Parents
Information: Building Report Old Business Superintendent's Report
Action: Resignation Hiring Contract Service Agreements
 Travel Out-of-State Travel In State Approvals
 Termination Legal Matters Other:
 This action request pertains to Elementary (only) High School/District Wide

Date: 01/20/17

To: **Board of Trustees**
 Browning Public Schools

From: Wendy Bremner
Title: School Board Chair

Subject: **Superintendent's Contract 2018-2019**

Description: Following the annual performance evaluation of Superintendent John Rouse, the Board of Trustees' recommends approving a contract for John Rouse for the 2018-2019 school year.

Financial Impact: \$ 130,022.00 (compensation is based on any board-approved increases for certified teachers).

Funding Source (Budget/grant, etc.): **N/A**

Attachment(s): 2018-2019 Superintendent Contract

Approval: Superintendent's Office/Finance/Personnel as applicable (Initial) _____

Comments: _____

Board Action: N/A (Info) Approved Denied Tabled to: _____

SUPERINTENDENT EMPLOYMENT CONTRACT BROWNING SCHOOL DISTRICT

THIS AGREEMENT, is made and entered into by and between the Board of Trustees (the "Board") of the Browning School District (the "District") and John P. Rouse (the "Superintendent").

- 1. Term.** The Board, by and on behalf of the District, employs the Superintendent, and the Superintendent accepts employment as District Superintendent for the District for a term of three years from July 1, 2018, to June 30, 2019. This original term of the agreement is extended until June 30, 2019.
- 2. Record of Authorization for Contract.** Contract approval shall be reflected in the official minutes of such meeting, which shall be available for review by the public upon request.
- 3. Renewal.** This Contract shall be reviewed before February 1 for consideration of renewal for an additional term(s) consistent with Montana law § 20-4-401, MCA, at which time the Board shall make a determination to extend or not to extend the Contract. There is no contractual obligation or expectancy of continued employment beyond the contract term except as provided by State law. Should the board determine not to renew the Contract, the Board shall notify the Superintendent in writing on or before February 1.
- 4. Duties.** The Superintendent is the chief executive officer of the District and shall perform the duties of District Superintendent for the District as prescribed in the job description and as may be assigned by the Board. (Such job description is attached and identified as Exhibit A of this Contract). The Superintendent shall comply with legal Board directives, § 20-4-402, MCA, and other applicable state and federal law, District policies as they exist or may hereafter be adopted or amended, which 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 shall perform the duties of the Superintendent of schools for the District with reasonable care, skill, and expertise, and in a thorough, prompt, and efficient manner. The Superintendent agrees to devote his time and energy to the performance of these duties in a competent manner.
- 5. 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 organization. "Appropriate" and "reasonable" shall include those meetings and expenses incorporated into the budget or otherwise pre-approved by the Board.
- 6. Professional Certification and Records.** This Agreement is conditioned on the Superintendent's providing the necessary certification and experience records and other records required for the personnel files or for payroll purposes. Failure to provide necessary certification shall render this Agreement void. Any material misrepresentation may be grounds for dismissal. The term "material" as used herein means any misrepresentation other than minor or insignificant deviation(s) that would not have a bearing on the veracity of the Superintendent or the decision of Board to extend an offer of employment to the Superintendent.
- 7. 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 including the assignment of additional administrative duties 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 this Agreement, the salary of the Superintendent may be renegotiated commensurate with said additional duties and responsibilities.
- 8. Compensation.** The Board agrees to pay the Superintendent for Superintendent's services an annual salary of One Hundred Thirty Thousand Dollars and Twenty Two (\$130,022.00), paid in equal monthly installments

unless otherwise agreed to by the parties. The salary referenced in this section shall be paid on the basis of a two hundred and sixty (260) day Contract, with a corresponding daily rate of pay of Five Hundred and Eight cents (\$500.08). The superintendent's salary will be increased by the same percentage as approved for the certified staff.

9. Salary Adjustment. The Board shall review the Superintendent's salary by February 1 in the second year of the contract and in its discretion may increase the salary.

10. Evaluation. The Board shall evaluate and assess in writing the performance of the Superintendent at least one time annually. The evaluation format and procedure shall be as specified in the evaluation tool and process – to be developed through mutual agreement between the Board and the Superintendent and, once agreed upon, will become Attachment B to this Contract.

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

12. 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 Board Chair in advance of use of vacation leave or any absences from the District and have the Board Chair sign off on the requested leave form prior to any leave. The form will then be given to the Superintendent Secretary and S/he will then inform the District Clerk and the Human Resources Department. Prior to leave, the Superintendent will place someone in as Acting Authority while on leave. 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 Agreement.

13. Personal Leave. The Superintendent shall be entitled to seventeen (17) days of personal leave per Contract year.

The Superintendent shall also be entitled to an additional ten (10) days of personal leave per Contract year for the express purpose of conducting curriculum management audits. Any leave taken with the purpose of conducting curriculum management audits during the time school is in session must have prior approval of the Board.

The personal leave days shall not accumulate or carryover, nor shall they be subject to cash payout upon retirement, resignation, or Contract termination.

14. Sick Leave and Accrual. The Superintendent is entitled to the sick leave benefits under Title 2, Chapter 18, Part 6, MCA. The Superintendent shall inform the clerk in advance of use of sick leave, if practical, from the District. The Superintendent shall inform the board chair in advance of use of sick leave, if practical, from the District beyond five days. The Superintendent shall promptly report all absences due to sick leave to the clerk.

15. Professional Dues. The Board shall pay the Association dues of the Superintendent for the American Association of School Administrators, the School Administrators of Montana, and the SAM Region in which the School District is located, as well as other appropriate affiliations, and civic and social memberships as approved by the Board.

16. Travel Reimbursement. The Board shall reimburse the Superintendent for use of his automobile in conducting business on behalf of the District in accordance with section 2-18-503, MCA, or the Superintendent may travel in conducting business on behalf of the District in accordance with District policy 7336.

17. Health, Disability and Other Insurance. The District shall pay the premium for coverage for group health insurance for the Superintendent in accordance with the District's plan of insurance.

18. Consultation Activities. The Board agrees that the Superintendent may serve as a consultant for the purpose of conducting curriculum management audits. The Superintendent shall not conduct more than two (2)

curriculum management audits in any Contract year. The Superintendent agrees to present detailed information to the Board regarding curriculum performance audits, how his involvement with such audits is beneficial to the District, and consideration of how a curriculum management audit of the District may be beneficial.

19. Moving Expenses. The Board shall reimburse expenses reasonably incurred for the moving of the furniture and furnishings from the Superintendent's present home to his new residence in Montana. The reimbursement shall be based on actual receipts, shall be subject to approval of the Board as to reasonableness, and shall in no event exceed a total of \$5,000.

20. District Housing. During the term of this Agreement, the Superintendent shall have a priority claim for the privilege of living in district housing, if and when such housing becomes available. The costs paid by the Superintendent shall be consistent with District policy. Residence in district housing is a benefit of, and contingent upon, continued employment with the district. In the event that employment with the district terminates prior to the end of the term of this Agreement, the Superintendent shall vacate district housing within 14 days of termination of employment. In the event that the Superintendent is not offered a subsequent contract of employment, the Superintendent shall vacate district housing no later than June 1 of the final year of the Agreement. The District shall have access to and the right to enter and inspect district housing occupied by the Superintendent at any time following twenty-four (24) hour notice of intent to enter the premises.

21. Equipment. The Board shall make available to the Superintendent all reasonable means of modern technology for personal and professional use in order to enable the Superintendent to efficiently discharge the Superintendent's duties.

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

23. Termination by Mutual Agreement. This Contract may be terminated by mutual agreement of the Superintendent and the Board in writing upon such terms and conditions as may be mutually agreed. If the superintendent chooses to terminate this agreement prior to the end of the term of the agreement, he shall be allowed to do so without penalty if he/she gives notice of the intent to termination at least thirty (30) days in advance.

24. Retirement, Death, Disability. This Agreement 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 a superintendent or other administrator 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 agreement may be terminated.

25. Dismissal for Cause. The Board may dismiss the Superintendent during the term of this Contract for good cause following a hearing before the Board. The Superintendent is entitled to all protections governing dismissal proceedings granted by Montana and federal law. The costs of any legal representation secured by the Superintendent for counsel during dismissal proceedings shall be paid by the Superintendent.

26. Controlling Law. This Contract will be governed by the laws of the state of Montana.

27. 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.

28. 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.

29. 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.

30. Notices. All notices, consents, request, instructions approvals or other communications provided for herein shall be in writing and delivered by personal delivery or regular U.S. mail, return receipt requested, to the last known address of the party being provided such notice.

31. Acceptance. This offer shall expire unless signed and returned to the Board or its authorized representative by 5:00 p.m., the 14th day of February 2017.

BROWNING SCHOOL DISTRICT

BOARD OF TRUSTEES CHAIR

DATE

DISTRICT SUPERINTENDENT

DATE

DISTRICT CLERK

DATE