

## **SUPERINTENDENT EMPLOYMENT CONTRACT**

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the "Board") of Browning School District (the "District") and Rebecca Rappold (the "Superintendent").

**1. Term.** The Board, by and on behalf of the District, hereby employs the Superintendent, and the Superintendent hereby accepts employment as District Superintendent, for a term of 3 years from July 1, 2024, to June 30, 2027.

The parties agree this contract is a written contract of employment for a specific term which will expire on June 30, 2027, without further action by the District. Superintendent shall have no expectation of continued employment beyond the term of this contract.

The parties agree further that this contract, together with any amendments or extensions hereto, shall constitute the first successive contract in accordance with § 20-4-401(4), MCA, and shall therefore not be considered to be renewed for a further term of 1 year from year to year in the absence of Board action as would second and successive contracts. In the event the Board does not offer Superintendent a second successive contract prior to the conclusion of the term of this contract, Superintendent's employment shall automatically conclude on June 30, 2027, without further action by the District.

**2. Duties.** The Superintendent is the chief executive officer of the District and, subject to the direction and control of the Board, shall perform the duties of District Superintendent for the District as prescribed in the job description, attached hereto, and incorporated herein by this reference, and 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, rules, and regulations, and District policies as they exist or may hereafter be adopted or amended. The policies of the District are incorporated herein 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 District Superintendent with a high degree of care, skill and expertise, and in a thorough, prompt, and efficient manner.

The parties agree that the Superintendent position is a full-time, exempt position under the Fair Labor Standards Act and the Superintendent is expected to work as many hours and days necessary to satisfactorily perform the duties of Superintendent, including week nights and weekends when needed, which are specifically contemplated by the parties. At a minimum, it is expected that the Superintendent will be on duty at the school from 8:00 a.m. to 5:00 p.m. Mondays through Fridays unless the Superintendent is absent due to approved use of vacation, sick leave, personal leave, a school holiday (as defined below) or unless conducting the business of the District requires the Superintendent to perform duties at other locations, including but not limited to, professional development meetings.

3. **Professional Activities.** The Superintendent may attend and participate in appropriate professional meetings at the local, state and national levels with the ordinary and necessary expenses, within the meaning set forth in applicable regulations of the Internal Revenue Service, to be borne by the District, including but not limited to membership fees and dues of the Superintendent in such organization. Authorized attendance and participation shall consist of those meetings and expenses incorporated into the budget or otherwise pre-approved by the Board.

4. **Professional Certification and Records.** This contract is contingent upon the Superintendent providing documentation of current, valid certification and endorsements required to perform superintendent duties and provide other services as set forth herein. This contract is additionally conditioned upon the Superintendent maintaining throughout their employment with the District all certification and endorsements necessary to provide and perform the services contemplated herein. Failure to maintain such certification and endorsements shall render this contract null and void without further action or proceedings by the Board.

Any material misrepresentation in application materials or in relation to qualifications, education, experience, and the like, shall be grounds for dismissal at the Board's discretion. 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.

5. **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 by the Board.

6. **Compensation.** The Board agrees to pay the Superintendent for Superintendent's services an annual salary of **One Hundred and Fifty Thousand Dollars and No Cents (\$150,000.00)**, 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 Sixty (260) day Contract annually from July 1 through June 30 of each year, inclusive of weekdays, vacation, sick leave, personal leave and holidays as defined below. Even through some weekend work may be required, the 260 days do not include weekends. For purposes of calculating the value of accrued vacation and/or sick leave, the corresponding daily rate of pay is \$576.92.

7. **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.

8. **Vacation Leave and Accrual.** The Superintendent is entitled to vacation leave benefits in accordance with Title 2, Chapter 18, Part 6, MCA, including the cap on accumulation of annual vacation leave. The Superintendent shall inform the Clerk in advance of use of vacation leave or any absences from the District. Absence from the

District in excess of two (2) days must be preapproved 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. All accrual, tracking, use and payout of vacation leave shall be in compliance with Title 2, Chapter 18, Part 6 and the Superintendent shall be responsible for ensuring compliance with all applicable laws in the accrual, use, payout and forfeiture of leave.

**9. Personal Leave.** The Superintendent shall be entitled to 5 days of personal leave per Contract year. The personal leave days shall not accumulate or carryover, nor shall they be subject to cash payout upon retirement, resignation, or contract termination.

**10. Sick Leave and Accrual.** The Superintendent is entitled to 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 three days. The Superintendent shall promptly report all absences due to sick leave to the clerk. All accrual, tracking, use and payout of sick leave shall be in compliance with Title 2, Chapter 18, Part 6 and the Superintendent shall be responsible for ensuring compliance with all applicable laws in the accrual, use and payout of leave.

**11. 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.

**12. Travel Reimbursement.** The Board shall reimburse the Superintendent for use of their personally owned vehicle in conducting business on behalf of the District in accordance with § 2-18-503, MCA.

**13. Health, Disability and Other Insurance.** The Superintendent shall be entitled to insurance benefits equal to the insurance benefits provided to full-time non-union classified employees of the District in accordance with federal law and Title 2, Chapter 18, Part 7, MCA.

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

**15. Evaluation.** The Board shall endeavor to conduct a formal written evaluation of the Superintendent's job performance at least once each school year, and may additionally evaluate and assess Superintendent job performance formally or informally at such other times and under such circumstances as the Board deems to be in the best interests of the District. The Superintendent shall ensure that such evaluations are timely organized and scheduled on meeting agendas of the District and shall further ensure sufficient staff support for the District to conduct and memorialize the evaluation and assessment referenced herein. Any evaluation and assessment of Superintendent job performance

conducted by the Board shall be reasonably related to the duties of the Superintendent set forth above, and the goals and objectives of the District for the year in question. The parties agree that the failure to evaluate on the schedule set forth herein shall not constitute a breach of this contract.

**16. Termination of Contract.**

**(a) Termination by Mutual Agreement:** This contract may be terminated by the parties at any time by written agreement setting forth mutually agreed upon terms and conditions for contract termination.

**(b) Inability to Perform Essential Functions of the Superintendent Position:** This contract may be terminated by the District upon written notice to the Superintendent under the following circumstances:

(i) The Superintendent is unable to perform the essential functions of the superintendent position with or without reasonable accommodation and has exhausted all sick leave, vacation leave, personal leave, and any additional leave to which the Superintendent may be entitled.

(ii) The Superintendent is unable to perform the essential functions of the superintendent position, has exhausted all sick leave, vacation leave, personal leave, and any additional leave to which the Superintendent may be entitled, and the extent of the Superintendent's disability is such that the District cannot reasonably accommodate the Superintendent's disability without undue hardship on the District.

(iii) The Superintendent refuses to submit to a medical examination as described below within ten days of a written request by the District to do so.

The parties agree that the essential functions of the superintendent position are those job duties and functions described and set forth herein and in the job description.

The parties agree further that if a difference of opinion between the District and the Superintendent arises as to the Superintendent's ability to perform the essential functions of the job with or without reasonable accommodation, the District may compel the Superintendent to submit to a medical examination performed by a healthcare provider of the District's choosing, the purpose of which shall be to determine whether the Superintendent is able to perform the essential functions of the superintendent position with or without reasonable accommodations. The parties agree that such a medical examination is "job related and consistent with business necessity" as contemplated under the Americans with Disabilities Act. The Superintendent agrees to execute any and all necessary waivers required by the healthcare provider or by state or federal law to permit the healthcare provider to submit a report to the District limited to the issue of whether the Superintendent is able to perform the essential functions of the superintendent position, and, if applicable, setting forth reasonable accommodations that would enable the

Superintendent to perform the essential functions of the superintendent position.

**(c) Early Termination Upon Payment of Contract Compensation:** The District may unilaterally terminate this contract at any time by making full payment to the Superintendent of all remaining compensation due the Superintendent at the time of termination. Such compensation shall be limited to all wages remaining due under the contract, and payment of benefits as follows: (1) cash value of remaining health insurance premiums; (2) vacation and sick leave payout in accordance with Title 2, Chapter 18, Part 6, MCA. Contract termination prior to the conclusion of the term of the contract under this paragraph shall not be construed as a breach of the contract.

**(e) Termination for Breach of Contract or Good Cause.** A material breach of this contract shall enable the non-breaching party to terminate this contract without further obligation to the breaching party. The District may terminate this contract and dismiss the Superintendent for good cause. For the purposes of this paragraph, "good cause" means any reasonable job-related grounds for dismissal based on a failure to satisfactorily perform job duties, disruption of District operations, the material or repeated violation of an express provision of District policies, or other legitimate business reasons determined by the Board while exercising the Board's reasonable business judgment.

**17. Administrative Leave with Pay and Benefits:** The District shall have the authority to relieve the Superintendent of superintendent duties at any time by placing the Superintendent on administrative leave with full pay and benefits for such period of time as shall be determined by the Board to be in the best interests of the District.

**18. Liquidated Damages.** The parties agree that the District will suffer damages that are impractical or extremely difficult to determine in the event the Superintendent breaches this contract by leaving their employment with the District prior to the conclusion of the term of this contract. The following liquidated damages are intended to reimburse the District for those impractical or extremely difficult to determine costs:

(a) If the Superintendent unilaterally resigns from their employment with the District during the term of this contract but prior to the end of the contract term, and the effective date of resignation is June 30 of any year other than the final year of this contract, the Superintendent shall pay the District 10% of the annual salary amount set forth above as liquidated damages.

(b) If the Superintendent unilaterally resigns from their employment with the District during the term of this contract but prior to the end of the contract term, and the effective date of resignation is any date other than June 30, the Superintendent shall pay the District 20% of the annual salary amount set forth above as liquidated damages.

(c) If the Superintendent unilaterally resigns from their employment with the District after signing this contract but prior to the start of the contract term, the Superintendent shall pay the District 20% of the annual salary amount set forth above as liquidated damages.

**19. Limitation of Liability.** To the fullest extent permitted by law, each of the parties hereto waive against the other, and the other's employees, officers, agents, trustees, insurers, consultants, and attorneys, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the employment relationship between the parties, and the parties agree further that the District's total liability to the Superintendent under this contract shall be limited to all wages remaining due under the contract, if any, and payment of benefits as follows: (1) cash value of remaining health insurance premiums, if any; (2) vacation and sick leave payout in accordance with Title 2, Chapter 18, Part 6, MCA.

**20. Attorney Fees and Cost.** The prevailing party in any action or proceeding brought in any venue to enforce or interpret any provision of this contract, including enforcement of the liquidated damages provision, shall be entitled to an award of reasonable attorney fees and costs.

**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 contract shall, for any reason, be held invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this contract 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 document constitutes an offer of employment which shall be deemed withdrawn unless signed and returned to the Clerk of the District by 4 p.m., the 1<sup>st</sup> day of May, 2024.

BROWNING SCHOOL DISTRICT

BOARD OF TRUSTEES CHAIR

DATE

  
DISTRICT SUPERINTENDENT

4/29/24  
DATE

DISTRICT CLERK

DATE