

**EMPLOYMENT CONTRACT
BETWEEN**

Michelle Price
and the

BOARD OF TRUSTEES OF SCHOOL DISTRICT 3&B OF CASCADE COUNTY, MONTANA

This employment contract made and entered into on the **1st** day of **July, 2020** by and between the Board of Trustees; hereinafter referred to as the District, and **Michelle Price** hereinafter referred to as the Principal, which includes Principal, Curriculum Director and Title I Director duties.

1. **TERM:** District and Principal agree to and accept to honor a contract of employment between the parties from July 1, 2020 to June 30, 2021. Duty days shall include all scheduled school calendar days, plus ten (10) workdays before the start of school and ten (10) workdays after the close of school.
2. **COMPENSATION:** The District will pay **Sixty Seven Thousand, Two Hundred Fifty Five and no/100 (\$67,255.00)** in 12 equal monthly installments on the 1st day of each month unless a holiday or weekend prevents it.

In the event this contract is terminated by application of state law or by mutual agreement prior to the expiration of its term, the contract sum shall be pro-rated on the basis of the number of contracted days.

Any termination of this contract by either party without mutual agreement (unless the contract be terminated pursuant to state law) shall subject the violating party to a penalty equivalent to 1/total number of contract days of the total annual salary stated above for each day remaining in the contract year at the time of such termination and such penalty shall be assessed as damages in lieu of all other damages suffered by reason of such termination.

3. **EMPLOYMENT CONTRACT:** The Board will agree and accept the SLM 20-4-203 Tenure Policy and other Montana statutes that define a principal as a teacher holding an endorsement as a principal and entitled to the benefits of tenure. Throughout the term of this contract the Principal shall be subject to termination in accordance with the provision of 20-4-207 and no other reasons except reaching normal retirement age. The Board agrees that if it becomes necessary to have a reduction in force, and the elimination of the principal position is necessary, the Board will use the seniority of the principal over other staff members and return the principal to an elementary or a high school teaching position for which the principal is certified.
4. The Board and Principal will begin contract negotiations at the board meeting in January 2021.
5. **PROFESSIONAL CERTIFICATION:** The Principal shall furnish throughout the term of this contract a valid and appropriate certificate to act in the capacity of Principal.
6. **EVALUATION:** The District, through the Superintendent, shall be the sole appraiser of the principal and the superintendent shall, as soon as possible, contact the principal verbally or by written statement as to any inadequacy in his performance and how it is to be corrected.
7. **BENEFITS:**
 - A. Insurance: The Principal shall be eligible to receive fully paid family health insurance, if he/she so chooses.
 - B. Sick Leave: Annual sick leave shall be eight (8) days per contract, accumulative to a maximum

of one hundred and four (104) days. When the Principal terminates their employment with the district, the Principal is entitled to a lump-sum payment equal to one-fourth (1/4) of the pay attributed to the accumulated sick leave.

- C. Personal leave shall be granted at three (3) days per year. These days can accumulate to eight (8) days, with the option to receive the cash equivalent for up to two days per year, at the daily rate. Principal will secure advance approval from the Superintendent when considering using personal days.
- D. The District will pay all lodging, meals and transportation to authorized professional meetings of the Principal. Lodging and meals may be by per diem schedule or itemized reimbursement. Travel will be reimbursed at state rates. The Principal's professional dues will be paid.

Chair, Board of Trustees

Date Signed

Michelle Price, Principal/Curriculum Director/
Title I Director

Date Signed

District Clerk

Date Signed

**EMPLOYMENT CONTRACT
BETWEEN**

**Nichole Pieper
and the**

BOARD OF TRUSTEES OF SCHOOL DISTRICT 3&B OF CASCADE COUNTY, MONTANA

This employment contract made and entered into on the **1st** day of **July, 2020** by and between the Board of Trustees; hereinafter referred to as the District, and **Nichole Pieper** hereinafter referred to as the Principal, which includes principal duties.

1. **TERM:** District and Principal agree to and accept to honor a contract of employment between the parties from July 1, 2020 to June 30, 2021. Duty days shall include all scheduled school calendar days, plus ten (10) workdays before the start of school and ten (10) workdays after the close of school.
2. **COMPENSATION:** The District will pay **Sixty Nine Thousand, Three Hundred Thirty Five and no/100 (\$69,335.00)** in 12 equal monthly installments on the 1st day of each month unless a holiday or weekend prevents it.

In the event this contract is terminated by application of state law or by mutual agreement prior to the expiration of its term, the contract sum shall be pro-rated on the basis of the number of contracted days.

Any termination of this contract by either party without mutual agreement (unless the contract be terminated pursuant to state law) shall subject the violating party to a penalty equivalent to 1/total number of contract days of the total annual salary stated above for each day remaining in the contract year at the time of such termination and such penalty shall be assessed as damages in lieu of all other damages suffered by reason of such termination.

3. **EMPLOYMENT CONTRACT:** The Board will agree and accept the SLM 20-4-203 Tenure Policy and other Montana statutes that define a principal as a teacher holding an endorsement as a principal and entitled to the benefits of tenure. Throughout the term of this contract the Principal shall be subject to termination in accordance with the provision of 20-4-207 and no other reasons except reaching normal retirement age. The Board agrees that if it becomes necessary to have a reduction in force, and the elimination of the principal position is necessary, the Board will use the seniority of the principal over other staff members and return the principal to an elementary or a high school teaching position for which the principal is certified.
4. The Board and Principal will begin contract negotiations at the board meeting in January 2021.
5. **PROFESSIONAL CERTIFICATION:** The Principal shall furnish throughout the term of this contract a valid and appropriate certificate to act in the capacity of Principal.
6. **EVALUATION:** The District, through the Superintendent, shall be the sole appraiser of the principal and the superintendent shall, as soon as possible, contact the principal verbally or by written statement as to any inadequacy in his performance and how it is to be corrected.
7. **BENEFITS:**
 - A. Insurance: The Principal shall be eligible to receive fully paid family health insurance, if he so chooses.

- B. Sick Leave: Annual sick leave shall be eight (8) days per contract, accumulative to a maximum of one hundred and four (104) days. When the Principal terminates his employment with the district, the Principal is entitled to a lump-sum payment equal to one-fourth (1/4) of the pay attributed to the accumulated sick leave.
- C. Personal leave shall be granted at three (3) days per year. These days can accumulate to eight (8) days, with the option to receive the cash equivalent for up to two days per year, at the daily rate. Principal will secure advance approval from the Superintendent when considering using personal days.
- D. The District will pay all lodging, meals and transportation to authorized professional meetings of the Principal. Lodging and meals may be by per diem schedule or itemized reimbursement. Travel will be reimbursed at state rates. The Principal's professional dues will be paid.

Chair, Board of Trustees

Date Signed

Nichole Pieper, Principal

Date Signed

District Clerk

Date Signed

SUPERINTENDENT EMPLOYEMENT CONTRACT CASCADE SCHOOL DISTRICT

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the "Board") of Cascade Public Schools (the "District") and Rick Miller (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 2 years from July 1, 2020 to June 30, 2022.

The parties agree this contract is a written contract of employment for a specific term which will expire on June 30, 2022, 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, 2022, without further action by the District.

2. **Record of Authorization for Contract.** This contract was approved by the Board at a properly noticed meeting dated May 12, 2020. 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 full-time 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, 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 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.
4. **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.

5. **Reassignment.** This 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 or other duties that may be necessary for District operations.
6. **Compensation.** The Board agrees to pay the Superintendent for Superintendent's services an annual gross salary of **Ninety Five Thousand, Four Hundred Ten and no/100 (\$95,410)** for fiscal year 2021 and a gross salary of **Ninety Six Thousand, Eight Hundred Forty One and no/100 (\$96,841)** for fiscal year 2022, subject to all applicable deductions and withholdings required by law, and paid in equal monthly installments unless otherwise agreed to by the parties. The gross annual salary of Superintendent is for the full-time (12 month) performance of the duties hereunder. The parties agree that no health insurance benefits are being provided to the Superintendent during the term of this contract.
7. **Housing.** As condition of employment, as a business necessity of the District, and for safety and security reasons, the Superintendent shall be required to live in District-provided housing during the term of the contract. Because the Superintendent is the Chief Executive Officer of the District, it is important that the Superintendent be visible in and become an integral part of the community. It is also important for the safety and security of students and staff that the Superintendent be within immediate proximity to the school. As such, housing is provided at the convenience of the District and is regarded as an integral part of the business conducted by the District and serves important business functions. The Superintendent will be required to have a designated office in said housing where the Superintendent is required to conduct the business of the district during non-school hours, including performing duties at night and on weekends as necessarily required to adequately perform the functions of the position of superintendent. Housing will be provided to the Superintendent, terms outlined in the rental agreement.
8. **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.
9. **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 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. 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. The Superintendent may be provided cash compensation for unused vacation days in lieu of accumulation of vacation in accordance with District policy.
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 five 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 may, in its sole discretion, 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 his automobile in conducting business on behalf of the District in accordance with § 2-18-503, MCA.
- 13. Professional Liability.** The Board shall provide for the immunization, defense, and indemnification of the Superintendent as provided in § 2-9-305, MCA.
- 14. 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 failure to evaluate on the schedule set forth herein shall not constitute a violation of this contract.
- 15. 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 under the Family Medical Leave Act.
 - (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

under the Family Medical Leave Act 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 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: 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.

(d) 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 reasonable job-related grounds for dismissal based on a failure to satisfactorily perform job duties, disruption of District operations, or other legitimate business reasons.

16. Administrative Leave with Pay and Benefits: he 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.

17. 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 his

or her 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 his or her employment with the District 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 his or her employment with the District 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.

18. 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.

19. 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.

20. Controlling Law. This contract will be governed by the laws of the state of Montana.

21. 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.

22. 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.

23. 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.

24. Notices. All notices, consents, request, instructions approvals or other communications provided for herinshall 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.

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 12:00 p.m., the 4th day of May, 2018.

CASCADE PUBLIC SCHOOLS

BOARD OF TRUSTEES CHAIR

DATE

DISTRICT SUPERINTENDENT

DATE

DISTRICT CLERK

DATE