

BOZEMAN PUBLIC SCHOOLS
SUPERINTENDENT'S EMPLOYMENT CONTRACT
2022-2025

This employment contract (the "Agreement") is entered into and made effective the 1st day of July 2022 by and between the Board of Trustees of Bozeman School District No. 7, Gallatin County (the "Board") and Casey Bertram (referred to by name or as the "Superintendent").

WHEREAS, Montana law provides that the Board shall appoint and employ a district superintendent, Mont. Code Ann. § 20-4-401(1);

WHEREAS, in 2022, the Board hired Mr. Bertram to serve as the superintendent of the Bozeman Public Schools (collectively called the "District");

WHEREAS, the Board and Mr. Bertram believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in operating the education program of the District.

NOW, THEREFORE, the Board and Mr. Bertram, for the consideration herein specified, agree:

1. Employment. The Board, in accordance with its action as recorded in the official minutes of its January 19, 2022, has, and does employ Casey Bertram as Superintendent of the District, under Montana law. The Superintendent shall perform faithfully the duties of superintendent of the District and serve as chief executive officer of the Board and of the District as prescribed and defined by the laws of the State of Montana and the rules and regulations thereunder and by the policies of the Board.

2. Compensation. Effective July 1, 2022, the District shall pay the Superintendent an annual salary of \$185,000. The District and the Superintendent shall review his salary on an annual basis thereafter concurrent with the Superintendent's performance evaluation as provided for herein.

The Superintendent's salary shall be paid to the Superintendent in installments of one-twelfth (1/12) of the annual salary each month for his services rendered during the preceding month or under the schedule of salary payments in effect for other certified employees, at the option of the Superintendent. The annual salary and any benefits shall be subject to the District's payroll policies and practices, and applicable law.

The District agrees to add an additional 13.5% to the salary amount. This amount will be paid as salary with the regular monthly paycheck for the Superintendent.

3. Term. The Board employs the Superintendent, and the Superintendent accepts employment as Superintendent for a term of three years commencing July 1, 2022 and ending June 30, 2025. The Superintendent's work year shall be a total of 253 days less all leaves hereinafter described.

4. Certification. The Superintendent shall furnish throughout the term of this Agreement a valid and appropriate certificate as defined by Montana law to act as Superintendent in the State of Montana for the District. Failure to provide necessary certification shall render this Agreement void.

5. Duties. The Superintendent is the chief executive officer of the Board and shall have charge of the administration of the District under the direction of the Board and under Board Policy, Montana law and federal law. The Superintendent shall comply with (a) Board directives, (b) Montana law, including without limitation, Mont. Code Ann. § 20-4-402, (c) federal law, and (d) District policies as they exist or may hereafter be adopted or amended, which are incorporated in and made a part of this Agreement as though set forth herein, except if any Board Policy directly conflicts with a specific provision of this Agreement, in which case, the Agreement language shall control. The Superintendent agrees to devote his time, skill, labor, and attention to performing these duties in a competent and professional manner. In particular, and without limitation to the foregoing, the Superintendent (a) shall direct and assign teachers and all other employees of the District under his supervision; (b) shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District, subject to the consent of the Board; (c) shall select and supervise and recommend for termination, if necessary in his judgment, any personnel subject to the approval of the Board; (d) shall, from time to time, suggest regulations, rules and procedures deemed necessary for the well ordering of the District; (e) shall communicate with the community about issues facing the District as designated from time to time by the Board, including communication with governmental officials, legislative members and others regarding levies, bonding of capital items, capital projects and other matters that affect the conduct of the administrative, financial and educational matters of the District; and (f) perform all duties incidental to the office of the Superintendent and such other duties as prescribed by the Board, Montana law, and federal law.

6. Vacation and Other Benefits.

A. Health and Dental Insurance: The district does not contribute to health and dental insurance; however, the Superintendent can participate in the district plan by paying the full premium. If the Superintendent decided to purchase and participate in the District's designated health or dental plans, the insurance shall become effective on the first day of the calendar month following the later of either the date of employment or the date the Superintendent elects to participate.

Upon termination of the Superintendent's employment with the District, the Superintendent's participation in any of the District's benefit plans shall cease on the last day of the month in which the termination occurs, except that continuation coverage required by COBRA and/or State law for retirees will apply.

If he chooses to participate, the Superintendent shall submit all claims to the appropriate insurance company and the District shall have no liability to the Superintendent of any claims denied by the third-party administrator.

B. Leaves: The Superintendent shall receive the same leave benefits offered to other administrators of the District, specifically: Bereavement Leave, Leave for Civic Duties, Leave of Absence and Personal Leave.

C. Sick Leave: The Superintendent shall be entitled to sick leave pursuant to M.C.A. 2-18-618.

D. Holidays: The Superintendent shall be entitled to all paid legal holidays as defined by Section 1-1-216 M.C.A. except Sundays. When these holidays fall on Saturday or Sunday, the preceding Friday or following Monday shall be a holiday. If circumstances of the job prevent the Superintendent from taking any legal holiday as specified, the holiday may be taken as an additional personal day at another time during the calendar year.

E. Vacation Leave: The Superintendent shall receive a paid vacation at the level accorded under Section 2-18-612(F) M.C.A. and shall accumulate vacation leave in accordance with Section 2-18-617(1), M.C.A. The Superintendent is encouraged to use his earned vacation leave. The Administrator's vacation leave shall accumulate pursuant to Section 2-18-617 M.C.A. Administrators are encouraged to use their earned vacation leave. However, due to the demands of the job and pursuant to 2-18-617(5) administrators with an accumulated vacation leave balance greater than that allowed, may request a lump sum payment for the excess vacation leave balance.

F. Liability Insurance: The District shall, if possible, maintain liability insurance covering the Superintendent in his official capacity of not less than \$1,000,000 for each loss and \$5,000,000 aggregate for each annual policy year.

G. Vacation and Sick Leave Payout: When the Superintendent's employment with the District ceases, he shall receive payment for earned vacation and sick leave in accordance with Sections 2-18-617 and 2-18-618 M.C.A. The daily rate of pay shall be based upon the total contracted days identified in paragraph 1 exclusive of holidays and vacation days. This compensation shall be made a part of the last year's compensation for the Superintendent.

H. Life Insurance: During the term of employment, group-term life insurance shall be carried on the Superintendent in the amount of three times the Superintendent's annual salary payable to his selected beneficiaries, if possible.

I. Disability Insurance: The District shall provide the disability insurance for the Superintendent subject to state laws, provided that the monthly earning are integrated with social security and teachers' retirement. The District Disability Insurance shall provide a minimum on 60% of salary compensation up to a maximum of \$5,000 per month.

J. Transportation: The District agrees to reimburse the Administrator for use of the Administrator's car for necessary District business. The District will allow Administrators to receive a lump sum of \$130 per fiscal year for in District travel. Administrators may, in lieu of the lump sum, continue to submit reimbursement forms for exact mileage. The rate of reimbursement shall be the amount permitted by District policy. The Administrator must submit a mileage reimbursement claim to the District within the same fiscal year.

K. Professional Memberships: The District shall pay the membership fees in professional organizations for the Superintendent.

L. Tax Sheltered Annuities: At the request of the Superintendent and when in accordance with state and federal statutes, the District shall withhold and transfer annually or monthly an amount to be determined by the Superintendent, permitting the Superintendent to participate, if he so desires, in a tax-deferred annuity program.

M. Professional Meetings: The Superintendent is authorized to attend professional meetings at the local and state levels. The Superintendent is also authorized to attend two (2) national conferences (more with Board approval) per year.

7. Retirement Compensation. The Superintendent, with at least five (5) and no more than thirty-five (35) years of in-district administrative service, shall receive a one-time stipend of \$400

for each year of in-district administrative service upon ceasing to be an employee of the District. This compensation shall be made a part of the last year's compensation for the Superintendent.

8. Professional Growth of the Superintendent. The Board encourages the continuing professional growth of the Superintendent through his participation, as he might decide, given his responsibilities as Superintendent, in (a) the operations, programs and other activities conducted or sponsored by local, state and national school administrator and school board associations; (b) seminars and courses offered by public or private educational institutions; and (c) informational meetings with other persons whose particular skills or backgrounds would improve the capacity of the Superintendent to perform his professional responsibilities for the Board.

9. Outside Activities. Upon prior approval by the Board, the Superintendent may undertake outside consultative work, speaking engagements, writing and lecturing or other professional duties and obligations of short duration. If the Superintendent uses vacation leave to perform such outside activities, he shall retain any honoraria paid. In no case shall the District be responsible for expenses attendant to performing such outside activities. The Superintendent shall maintain a record of all time spent on such outside activities with a designation of whether vacation leave has been used and shall provide such record to the Board at its request.

10. Medical Examination. The Superintendent does hereby agree to have a comprehensive medical examination no less than once every two years and no more than once each year at District expense. A statement certifying to the physical fitness of the Superintendent to perform his duties shall be filed with the Clerk of the District and treated as confidential information.

11. Indemnification. The District agrees to indemnify and hold Superintendent harmless from any and all claims, suits, liability, or other actions brought against the Superintendent in the Superintendent's individual capacity or in the Superintendent's official capacity with the District, provided the Superintendent was acting in good faith and within the scope of the Superintendent's employment with the District. The District's obligation to indemnify shall include the payment of all attorney fees and costs of such actions.

Notwithstanding anything contained herein to the contrary, the District has no obligation to indemnify or hold the Superintendent harmless if the Superintendent's actions or conduct was willfully dishonest, fraudulent, criminal or malicious.

12. Professional Liability. The Board shall provide for the immunization, defense, and indemnification of the Superintendent in accordance with Mont. Code Ann. §2-9-305.

13. Evaluation. The District shall meet with the Superintendent to discuss and agree upon an evaluation procedure as outlined in District Policy. The Superintendent Evaluation is described in revised policy #6110, at least annually, and in accordance with the Superintendent's contract, the Board will evaluate the performance of the Superintendent, using standards and objectives developed by the Superintendent and the Board, which are consistent with District mission and goal statements. A specific time shall be designated for a formal evaluation session. The evaluation will include a discussion of professional strengths, as well as performance areas needing improvement.

14. Termination of Employment Agreement. In addition to termination as provided in Paragraph 3 above, this Agreement may be terminated prior to the expiration of its express term as provided for herein.

A. Mutual Agreement of the Parties. This Agreement may be terminated by mutual agreement of the Superintendent and the Board in writing and upon such terms as may be mutually agreed, including a release of all obligations and claims.

B. Death, Disability or Retirement of Superintendent. This Agreement shall be terminated upon the death, disability, or retirement of the Superintendent, and all obligations and duties shall be terminated effective on the date of the Superintendent's death or retirement. 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, personal, and sick leave, the Board may terminate this contract because of the Superintendent's disability, in which case all duties and obligations shall be terminated.

C. Termination for Cause. The Board may terminate this Agreement and dismiss the Superintendent for cause. Dismissal for cause shall mean reasonable job-related grounds for dismissal based on (1) a failure to satisfactorily perform job duties, (2) disruption of the employer's operation, (3) other legitimate business reasons, or (4) other conduct prejudicial to the Board or the District. Reasonable job-related grounds for dismissal include, without limitation, insubordination, neglect of duty, breach of contract, immorality, unfitness, incompetence, violation of an adopted policy of the Board, failure to comply with Board directive, or violation of law.

If the Board terminates this Agreement for cause, all rights and duties shall cease as of the date of the termination for cause and no further compensation or benefits shall be paid to the Superintendent. If termination is found by a court to be wrongful, the Superintendent's damages

are limited to the amount of compensation which would have been paid under the remaining term of this agreement.

D. Termination by Board without Cause. It is the Board's position that because of its affirmative statutory duty to appoint and employ a superintendent of a public school system and because of its fiduciary and trust relationship with its pupils, parents, and patrons, it reserves the right to terminate without cause the employment of a person in a position of heightened public trust, as provided for herein. Therefore, the Board may, at its option and its sole discretion, unilaterally terminate this Agreement by providing sixty (60) days written notice to the Superintendent. If the Board elects to exercise its right to terminate this Agreement without cause, it shall pay the Superintendent a sum equal to that portion (pro-rata) of the Superintendent's salary and benefits remaining unpaid under this Agreement as liquidated damages. The liquidated damages will be paid in lieu of any other legal remedies available to the Superintendent, including any remedy under the Montana Wrongful Discharge from Employment Act, Mont. Code Ann. § 39-2-905, et seq., in equal monthly installments until the date that would have otherwise been the ending date of this Agreement. For the purpose of this paragraph, "benefits" shall mean the monetary value as of the date of the unilateral termination of the Superintendent's (1) annual vacation leave and sick leave, both of which shall be paid out under Montana law, (2) accrued and unused personal leave, which shall be paid at his daily rate of pay then in effect, and (3) health, dental, disability, and life insurance premiums paid by the District. For purposes of this paragraph "salary" shall mean the salary in effect at the time of the termination

15. Miscellaneous Provisions.

A. If, during the term of this Agreement, it is found that a specific clause of this Agreement is illegal under federal or state law, the remainder of this Agreement, not affected by such a ruling, shall remain in force.

B. This Agreement shall be governed by and construed under the laws of the state of Montana. The parties agree that venue of any legal action filed relating to this Agreement shall be in the District Court of Gallatin County, Montana, Eighteenth Judicial District.

C. The parties also agree and acknowledge that the Agreement is a public document, under Montana law.

D. This Agreement embodies the complete agreement of the parties, superseding all oral and written previous and contemporary agreements between the parties. No alteration or

modification of this Agreement shall be valid unless evidenced by a writing signed by the parties to this Agreement.

E. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns, including any change of membership of the Board.

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

SUPERINTENDENT

BOARD

Casey Bertram

By: Sandra Wilson, the Chair of the Board of Trustees, Bozeman School District 7, Gallatin County, Montana

ATTEST:

_____, Clerk

IN WITNESS WHEREOF, the Board has caused this Agreement to be approved by a duly authorized officer, and the Superintendent has approved this Agreement effective on the day and year specified above.