

SUPERINTENDENT EMPLOYMENT CONTRACT LIVINGSTON SCHOOL DISTRICT

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the "Board") of Livingston School District (the "District") and Eldon (Chad) Johnson (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 TWO (2) years commencing July 1, 2026, to June 30, 2028.

The parties agree this contract is a written contract of employment for a specific term which will expire on June 30, 2028, 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 SECOND successive contract in accordance with § 20-4-401(4), MCA, and shall therefore 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.

Commencing with this contract and continuing each year thereafter, prior to February 1 each year, the Board, in its sole discretion, may consider renewing this contract for an additional year beyond the then-expiration date.

Commencing with this contract, if any, the employment contract of the Superintendent shall be considered to be renewed for a further term of 1 year from year to year unless the Board, prior to February 1 of the final year of this contract, resolves by majority vote to terminate the services of the Superintendent at the conclusion of the term of this contract, and provides to the Superintendent written notice of the Board's intent to terminate the Superintendent's services at the conclusion of the contract term.

2. **Record of Authorization for Contract.** This contract was approved by the Board at a properly noticed meeting dated January 28, 2026. 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, 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 Superintendent may work remotely from time to time with advanced notice of the same being provided to the Board Chair.

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 his or her 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 as part of a reduction in the number of administrators in the district. In the event additional duties and responsibilities are required of the Superintendent beyond those anticipated by the parties at the time of execution of this contract, the salary of the Superintendent may be renegotiated commensurate with said additional duties and responsibilities.

6. Compensation. The Board agrees to pay the Superintendent for Superintendent's services an annual salary of One Hundred Twenty-five Thousand and 00/100 Dollars (\$125,000.00), 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 and Sixty (260) day Contract, with a corresponding daily rate of pay of \$480.77. Commensurate with the formal evaluation process each year, the Board will conduct a salary review and, in its sole discretion, will determine salary increases, if any.

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 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, upon proper written notice to the District Business Manager, Human Resources Director, and Board Chairperson, due no later than December 15th of the current year in which accrual is over the maximum allowed, may request cash compensation at his/her daily rate up to the number of days over the maximum allowed accrual as per 2-18-617(5), MCA.

9. Personal Leave. The Superintendent shall be entitled to ten (10) 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 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 and Activities. 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, state and/or national conferences, as well as other appropriate affiliations, and civic and social memberships as approved by the Board, the total amount of which shall not exceed \$5,000 each year.

12. Travel Reimbursement. The District is in the process of reviewing its in-district and out-of-district travel reimbursement policy. That policy, once revised and adopted, will be incorporated herein as if set forth in full commencing July 1, 2023.

13. Cell Phone and Other Technology. The District provides the Superintendent with a District-owned cell phone to be used for all school-related business. The District provides other technology to enable the Superintendent to perform the essential functions of the position.

14. Residency Requirement. During the term of this Contract, the

Superintendent will be required to reside within the Livingston School District boundaries.

15. Health, Life and Other Insurance. The Superintendent shall be entitled to health and life insurance benefits equal to the insurance benefits provided to other full-time Administrative employees of the District. The District is in the process of reviewing its health insurance policy for all administrators. That policy, once revised and adopted, will be incorporated herein as if set forth in full commencing July 1, 2026.

16. Retirement Benefit. Should the Superintendent successfully complete at least five (5) years of service with the District, upon retirement, the District will provide Superintendent with a bonus payment of 30% of her final contract salary subject to all applicable state and federal withholdings.

17. Additional Compensation. The District will provide the Superintendent with additional compensation under the following schedule...

- June 1, 2027 - \$4800 Contribution to Superintendent's Montana Medical Care Savings Account
- June 1, 2027 - \$13700 Contribution to Superintendent's IRA / HYSA
- June 1, 2028 - \$4800 Contribution to Superintendent's Montana Medical Care Savings Account
- June 1, 2028 - \$17250 Contribution to Superintendent's IRA / HYSA

17. Additional Compensation. The District will provide the Superintendent with the sum of \$15,000 as additional cash payments under the following schedule...

- August 2025 - \$1500
- September 2025 - \$2000
- November 2025 - \$1500
- December 2025 - \$2000
- March 2026 - \$2500
- April 2026 - \$1500
- May 2026 - \$1000
- June 2026 - \$3000

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

19. 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.

20. Termination of Contract.

- 1. 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.
- 2. 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 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.

(a) 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.

(b) 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.

21. Administrative Leave with Pay and Benefits: The Board 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.

22. 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.

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

24. 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.

25. 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.

26. 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.

27. 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.

28. Acceptance. This document constitutes an offer of employment which shall be deemed withdrawn unless signed and returned to the Clerk of the District by _____ p.m., the ____ day of _____, 2026.

LIVINGSTON SCHOOL DISTRICT

BOARD OF TRUSTEES CHAIR

DATE

DISTRICT SUPERINTENDENT

DATE

DISTRICT CLERK

DATE

****YELLOW – 2025/26 Contract**

****GREEN = 2026/27 Contract**

****BLUE – 2027/28 Contract**