

SCHOOL ADMINISTRATOR'S CONTRACT

Belgrade School District No. 44

INTRODUCTION

The Board of Trustees of Belgrade School District No. 44 (also known as the "Board, District, or its Designated Representative") enters into this Agreement with **(name)**, a legally qualified and licensed school administrator, who agrees to perform the professional duties of **(Principal)**, in the public schools of the School District for a period beginning July 1, 2011, and terminating as per Article 10 of this Agreement.

ARTICLE 1 BASIC CONDITION OF AGREEMENT

The school administrator agrees to faithfully supervise and administer said schools and programs under the control and direction of the Administrator, during the period as listed above, and, in the performance of these duties as such school administrator to faithfully comply with the rules and carry out the policies of the Board.

It is further agreed and understood that this Agreement, the rights, and the obligations of the parties hereunder, shall be governed by the laws of the State of Montana, and by rules and regulations adopted by the Board, which are made a part hereof by reference.

The terms and conditions of employment for the school administrator during the duration of this Agreement shall be as described in this Agreement - unless changed by mutual consent of both parties to this Agreement.

This Contract may be terminated by mutual agreement of the Administrator and the Board in writing upon such terms and conditions as may be mutually agreed.

ARTICLE 2 DEFINITIONS

SECTION 2.1 - TERMS AND CONDITIONS OF EMPLOYMENT Terms and conditions of employment shall mean the days and hours of employment, the compensation therefore, including fringe benefits, and the employer's personnel policies affecting the working conditions of the employees. Terms and conditions of employment do not mean the educational policies of the school district.

SECTION 2.2 - SCHOOL ADMINISTRATOR For purposes of this Agreement, the term "school administrator" shall mean any person employed by the School District in a position requiring at least 25% of his/her time devoted to administrative duties and for which licensure is required by the Board of Public Education (BPE).

SECTION 2.3 - SCHOOL BOARD OR SCHOOL DISTRICT For purposes of this Agreement, the term school district shall mean the School Board or its designated representative - usually the Superintendent of Schools unless otherwise designated by the School Board.

SECTION 2.4 - DUTY DAYS

Subd. 1. Duty Days For the purpose of this Agreement, the term "duty days" shall mean the minimum number of days per contract year that the school administrator is required to faithfully perform his/her assigned duties at the work site or alternative site approved by the superintendent – "duty days" is synonymous with actual workdays. Duty days shall be used to determine an administrator's annual compensation as found in Article 5.

Subd. 2. Deviation of Duty Days Any deviation from this basic number of duty days per contract year requires the approval of the superintendent.

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SECTION 2.5 - CONTRACT DAYS For the purpose of this Agreement, the term "contract days" shall be synonymous with duty days or actual workdays.

SECTION 2.6 - FULL-TIME STATUS For the purpose of this Agreement, the term full-time shall apply to a school administrator that works at least two hundred and fifteen (215) duty days and a minimum of eight (8) hours per duty day each contract year. The term part-time shall apply to a school administrator who works less than two-hundred and fifteen (215) duty days, less than eight (8) hours per duty day each, or both per contract year.

SECTION 2.7 - OTHER TERMS not defined in this Agreement shall have those meanings as defined by Montana Statutes, appropriate state agencies (e.g., the Office of Public Instruction or the State Board of Public Instruction), District Policy, or reasonable administrative directives.

ARTICLE 3 BASIC SERVICES

SECTION 3.1 - PERFORMANCE OF DUTIES

Subd. 1. Duties. The herein named school administrator shall faithfully perform the services prescribed by the Board, whether or not such services are specifically described in this contract or in a general job description, and abide by the rules, regulations and policies, as established by the Board and the State Board of Public Education, and all federal and state laws relevant thereto for the annual salary indicated herein.

Subd. 2. Reassignment or Reduction The school administrator shall not be reduced in rank or compensation capriciously for the duration of this Agreement.

Subd. 3. Professional Conduct Both parties to this contract agree to act in a professional manner with due regard for the interests of the School District and the rights of the individual professional.

Subd. 4. Change of Duties The school administrator's duties may be changed by the school district providing that there is no reduction in salary for the duration of this Agreement.

SECTION 3.2 - LICENSE REQUIREMENT The school administrator shall furnish throughout the life of this Agreement a valid and appropriate license to act as school administrator in the State of Montana as provided by applicable state laws, rules and regulations for the position named herein.

SECTION 3.3 - PERFORMANCE ASSESSMENT

Subd. 1. Annual Review The superintendent or his /her designee shall conduct a performance review for every licensed administrator on an annual basis. This performance review shall become part of the administrator's personnel file. Unless the administrator waives his/her right of privacy, this document shall remain confidential.

ARTICLE 4 CONTRACT YEAR

SECTION 4.1 - BASIC CONTRACT YEAR

Subd. 1. Starting and Ending Dates The school administrator's contract year shall be for the school years as provided herein and shall begin on July 1 and end on June 30 of the following calendar year.

Subd. 2. Working Days The school administrator shall perform services on those legal holidays on which the school district is authorized to conduct school if the Board so determines. He/she shall be on duty during any emergency, natural or unnatural, unless otherwise excused by the School Board.

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SECTION 4.2 - CONTRACT OR DUTY DAYS

Subd. 1. Length of Contract Year The basic contract year for the school administrator shall consist of 215 duty days or 215 actual workdays and 236 duty days for the superintendent.

Subd. 2. Actual Days Worked The superintendent or school board to the maximum benefit of the school program shall do the scheduling of contracted duty days for a contract year. The school administrator shall faithfully perform his/her assigned duties at the work site or an alternative site approved by the superintendent for the duty days scheduled.

Subd. 3. Schedule Deviation Any deviation from the scheduled duty days per contract year requires the approval of the superintendent. With the prior approval of the superintendent, the school administrator may exchange up to eight (8) days, or the equivalent of a combination of half-day and full-days, of scheduled duty days with non-scheduled calendar days during any contract year.

Subd. 4. Duty Day Hours The duty day for a school administrator shall be a minimum of 8.0 hours a day excluding lunch. School business meetings involving lunch, breakfast or dinner shall be considered part of the minimum 8.0-hour day requirement.

Subd. 5. Building Hours The regular building hours for a school administrator and his/her administrative office shall be submitted annually to the superintendent for approval prior to the first contract day of a new contract year. However, a reasonable variation from the regular building hours for any school administrator may be expected to meet the needs of the educational program of the district.

Subd. 6. Excess Hours Unless provided herein in other parts of the Agreement, there shall be no additional compensation given, either direct or indirect, for time worked in excess of 8.0 hours per day.

ARTICLE 5 ANNUAL COMPENSATION

SECTION 5.1 - ANNUAL SALARY

Subd. 1. Basic Salary The Board agrees to pay the herein named school administrator a total annually salary of as follows:

- (a) 2011-2012 contract year equals (\$ amount) - may be modified after the adoption of the BEA Salary Schedule

Such salary shall be consistent with Section 5.2 of this Article.

Subd. 2. Additional Compensation The basic annual salary does not include additional compensation for additional duty days worked as found in Section 5.4. The method for determining the basic annual compensation for this position is found in this Article of the Agreement.

SECTION 5.2 - CALCULATION OF ANNUAL SALARY

Subd. 1. Administrative Responsibility Factor The various school administration positions shall have a Responsibility Factor as found below:

Superintendent of Schools	1.29	Director of Curriculum & Instruction	1.20
High School Principal	1.25	Assistant High School Principals	1.18
Middle School Principal	1.23	Assistant Intermediate/Middle School Principal	1.16
Intermediate & Elementary School Principal	1.21	Assistant Elementary Principal	1.13

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Director of Special Services

1.20

This responsibility factor is intended to compensate the school administrator for (a) the additional responsibilities a school administrator has compared to a teacher and (b) the additional time required for a specific administrative position relative to another administrative positions.

Subd. 1a. To be eligible for the responsibility factor shown above, the administrator must possess the appropriate license endorsement or have a temporary variance approved by the superintendent – such approval is at the discretion of the school district.

Subd. 1b. Any change in the responsibility factor of a school administrator shall be approved by building principal, administration team (including the superintendent) and school board.

Subd. 2. Unadjusted Duty Day Rate A school administrator's unadjusted duty day rate shall be determined by placing the school administrator on the appropriate step and lane of the BEA teacher schedule and dividing the annual salary by the number of teacher duty days - i.e., 187 duty days.

Subd. 2a. Lane Placement The administrator's lane placement shall follow the same rules as used for the placement of a teacher on a salary schedule except that college credits must be "germane to the administrative assignment."

Subd. 2b. Step Placement The school administrator's initial step placement shall allow credit for prior experience up to a maximum of all years of administrative experience and a negotiated number of years for teaching experience.

Subd. 3. Step and Lane Placement

Subd. 3a. The salary schedule placement (step & lane) of the herein named school administrator is as follows:

	08-09	09-10	10-11	11-12
Step Placement =				
Lane Placement =				

Subd. 3b. The step placement of a new school administrator shall be no less than step 11 notwithstanding actual years of experience.

Subd. 4. Adjusted Duty Day Rate for School Administrator The adjusted rate of pay per duty day for the school administrator shall be determined by multiplying the unadjusted duty day rate from Subd. 2 times the Responsibility Factor found in Subd. 1. In other words, the adjusted rate of pay per duty day (actual rate of pay per duty day) is the unadjusted duty day rate determined by placing the school administrator on the appropriate teachers' salary schedule and multiplying this daily rate of pay times the responsibility factor found in Subdivision 1 of this Section.

Subd. 5. The Basic Annual Salary The basic annual salary for the school administrator named herein shall be determined by multiplying the adjusted duty day rate of pay times the number of contracted duty days. In other words, the basic annual salary is the amount per duty day (as found in Article 5, Section 5.1, and Subd. 4) times the number of contracted duty days (as found in Section 4.2, Subd. 1).

SECTION 5.3 - EXTRA-DUTY COMPENSATION

Subd. 1. Supervision of Student Activities The District or its designated representative reserves the right to assign high school principals, the middle school principal, and the student activities director the supervision of all student activities scheduled outside of the normal duty day hours. The superintendent

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shall mediate any dispute among the appropriate administrators relating to the fair distribution of the extra workload.

Subd. 2. Extra-Duty Compensation In signing this agreement, the high school principals, the middle school principal, and the student activities director acknowledge that part of the responsibility factor used for the determination of their annual salary is meant to compensate for the additional time spent supervising student activities.

Subd. 3. Replacement Personnel for Extra-Duty Assignments To allow partial relief from these extra-duty assignments, the school administrators involved with these extra-duty assignments may use substitute personnel for supervision of some student activities without loss of annual compensation. However, all such substitution shall require the prior approval of the superintendent.

SECTION 5.4 - EXTENDED CONTRACT COMPENSATION

Subd. 1. Process for Submission of Proposal Annually, a school administrator may request authorization to increase or reduce his/her contracted duty days from the basic 215 duty days. Any school administrator may submit a written proposal for approval of an extended or reduced contract. The written proposal for an extended contract shall include a brief narrative stating the administrative tasks to be performed, an approximate daily schedule, and a statement of how each administrative task performed will improve the school program. A written proposal for extended time must be submitted each contract year. The written proposal shall be submitted to the superintendent. If rejected, the written proposal for an extended contract may be appealed to the school board.

Subd. 2. Compensation for Additional Work Compensation shall be either (a) the project rate found in the BEA Agreement, (b) the administrator's daily rate of pay, or (c) some other mutually agreed to hourly rate appropriate for the additional work. However, all such compensation requires prior approval of the superintendent or school board.

ARTICLE 6 LEAVES

SECTION 6.1 - SICK LEAVE

Subd. (a). Rate Earned. Sick leave fourteen (14) days annually accumulating to one hundred and thirty (130) or as provide by Montana law for the superintendent.

Subd. (b). Additional Days At the discretion of the School Board, a school administrator may be granted additional days beyond their accumulated number of sick leave days in time of emergency.

Subd. (c). Excess Days Conversion After a school administrator has accumulated one hundred and thirty (130) days of sick leave, the school administrator will be reimbursed at the end of the school year for their excess unused sick leave days at the rate of regular substitute pay (this excludes substitutes hired during a strike or other non-regular activity).

Subd. (d). Definition Sick Leave may be used for the following reasons:

- (a) personal illness, injury, medical disability, maternity-related disability;
- (b) parental leave immediately following your child's birth or placement for adoption;
- (c) quarantine resulting from exposure to a contagious disease;
- (d) medical, dental, or eye examination or treatment;
- (e) care of or attendance to an immediate family member for medical reasons. The term "immediate family" means spouse, child, and parent. If approved by both the superintendent and chairperson of the school board, the school district shall allow a school administrator to use sick leave days for serious illness or injury to significant others. The superintendent and chairperson of the school board have the final authority to approve or deny any or all such sick leave requests.

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The superintendent will grant Sick Leave. Using sick leave for any reason not shown above is considered an abuse of sick leave. Persistent or patterned misuse of sick leave also may be considered an abuse of sick leave. Abuse of sick leave may be cause for dismissal and forfeiture of cash compensation for unused sick leave.

SECTION 6.2 - PERSONAL LEAVE Personal leave is defined as a planned absence and does not include sick leave, emergency leave, or professional leave. Four (4) days are earned annually - accumulated to 8 days. Unused personal leave may be cashed out at the end of each contract year equal to the rate of pay for a teacher substitute for each unused personal leave day.

SECTION 6.3 - EMERGENCY The school administrator may be granted emergency leave during the contract year at the discretion of the superintendent or the Board.

SECTION 6.4 - MATERNITY LEAVE/ADOPTION

Subd. 1. Access to Sick Leave The pregnancy/adoption or related disability shall be treated as a temporary disability with all accumulated sick leave privileges available to the school administrator.

Subd. 2. Continuity The commencement or duration of leave, extension, accrual of seniority, and other benefits or privileges - protection under health or temporary disability plans - shall apply in the same conditions as operative under other disability leaves.

SECTION 6.5 - BEREAVEMENT LEAVE Bereavement leave may be granted at the discretion of the Superintendent based on what is reasonable for the specific situation. Such bereavement leave shall be credited against sick leave. The Superintendent may have the right to request evidence of such death.

SECTION 6.6 - SERVICE OF SUBPOENA A school administrator who is served a subpoena may request to be granted that the day or days necessary to appear without any deduction or loss of basic leave allowance if the subpoena is the result of the school administrator performing his/her assigned job tasks for the District. Granting of this request is at the complete discretion of the School District. Any compensation received, relating to the subpoena, shall be remitted to the School District minus travel reimbursement.

SECTION 6.7 - RECORD KEEPING The appropriate leave form shall be completed by the school administrator and filed with the Business Office. Sick leave forms shall be filed immediately upon the return to active duty.

ARTICLE 7 FRINGE BENEFITS

SECTION 7.1 - GENERAL BENEFITS

Subd. (a) Availability The District will provide insurance programs of Family Health, Family Dental, Family Optical, and Term Life for all school administrators subject to the limits of the policy and/or carrier.

Subd. (b) District Insurance Contribution the District shall contribute for the cost of group health/hospitalization insurance the amount provided teachers in the BEA Master Agreement except the amount shall be prorated for the increased duty days. For example, the board contribution found in the BEA Agreement for a 215-day contract would be multiplied times 1.15 or (215/187).

Subd. (c) Combining Entitlements Prohibited No school administrator may combine any portion of the premium and/or School District monies with another employee to purchase one policy. If there is dual coverage, the insurance carriers decide which policy is the primary policy.

Subd. (d) Liability Limitation The District's only obligation hereunder is to pay over to the insurance

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carrier the appropriate premium, contributions and withholdings. The School District is not the insurance provider and shall not be liable for any claims, for non-payment for claims or failure to provide coverage of benefits.

Subd. (e) Excess Benefits any school district contribution remaining after being applied to benefits found in Subd. (a) Shall be non-transferable to any other benefit and shall be forfeited.

Subd. (f) Continuation of Insurance School administrators retiring or leaving from the system will be allowed to participate in the group insurance benefits at their own expense unless the insurance carrier prohibits this post-service participation.

SECTION 7.2 - TERMINATION OF SERVICE PAYMENT This section of the Agreement contains alternate plans that provide severance benefits to a school administrator or an early buy-out of any individual benefit. The plans are mutually exclusive. That is, an eligible school administrator covered by this Agreement cannot participate in more than one of the alternate plans.

Subd. 1. Credible Service For the purpose of determining years of credible service under this Section, "credible service" shall mean the number of years credited to a school administrator's TRS account for which contributions have been received as required by statute or rule.

Subd. 2. Plan A (New Plan). A school administrator with less than ten (10) years of TRS credible service on July 1, 2004 shall be eligible for only Plan A. For an eligible school administrator, the District shall contribute one (1) and $\frac{1}{4}$ percent of a school administrator's annual basic salary, as determined by school administrator salary schedule, to a tax-deferred annuity plan if the school administrator matches the contribution.

The school administrator may elect to participate or not to participate during any contract year. However, written notice must be received by the district office prior to July 1 of the ensuing contract year of the school administrator's intent to change their participation status.

Any school administrator that qualifies for Plan B (old plan) may choose to participate in Plan A instead of Plan B. However, such election to participate in Plan A shall be irrevocable and permanent once made. Benefits under Plan A shall be earned as of the month the election letter is received and no benefits shall be retroactive.

Subd. 3. Plan B (Old Plan) A school administrator with ten (10) or more years of TRS credible service on July 1, 2004 may select Plan B. Since there are eligibility criteria for Plan B, selecting to participate in Plan B does not automatically make the school administrator eligible for Plan B benefits. Plan B is comprised of the following two (2) components:

Component 1: Longevity Related Upon retiring or leaving the school district, a school administrator shall receive a longevity payment equal to thirty-five percent (35%) of their final year's salary if the school administrator meets the following eligibility criteria:

The school administrator has accrued fifteen (15) years of creditable service with the Belgrade School District and a minimum of twenty-five (25) years of creditable service under the Montana Teacher Retirement System (TRS), or the school administrator has accrued at least twenty (20) years of creditable service under TRS with the Belgrade School District.
A notification verifying the school administrator's intent to retire or resign from school district employment must be received no later than May 1 of the calendar year prior the calendar year of terminating employment with the school district.

The school administrator's actual letter of resignation must be received no later than April 1 of the calendar year the school administrator terminates employment. A school administrator that submitted a letter of intent to terminate employment but did not submit an actual resignation shall

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have his/her future benefits reduced by 5% for each incidence of non-compliance with this Section.

If unforeseeable and extreme events make it impossible to submit a letter of resignation after filing a notification of intent to retire/resign, he/she may submit a hardship petition to the superintendent or board chair for exemption from the 5% reduction provision.

If unforeseeable and extreme events make it necessary for a school administrator to retire or resign from school district service after the May 1 deadline found in Subd. 1(b), he/she may also submit a hardship petition to the superintendent or board chair for consideration of an exemption from the deadline.

Component 2: Accumulated Sick Leave Payment Upon retiring or leaving the school district, the school administrator shall receive a lump sum accumulative sick leave payment equal to twenty percent (20%) of accumulative sick leave, based upon the daily rate of last year's contract, if the school administrator meets the following eligibility criteria:

The school administrator has accrued fifteen (15) years of creditable service with the Belgrade School District and a minimum of twenty-five (25) years of creditable service under the Montana Teacher Retirement System (TRS), or the school administrator has accrued at least twenty (20) years of creditable service under TRS with the Belgrade School District.

The school administrator's actual letter of resignation must be received no later than April 1 of the calendar year the school administrator terminates employment.

Window of Opportunity In order to receive the Plan B Severance Benefit, the school administrator must submit a letter of resignation within a "window of opportunity". The "window of opportunity" shall be no later than the school year that he/she has earned thirty-five (35) years of TRS credible service.

The written resignation must be effective for next contract year. Failure to resign shall result in the loss/waiver of this Plan B Severance Plan. At the discretion of the superintendent or board chair, a written request from an administrator for a one-year extension of the "window of opportunity" deadline may be approved. The request for an extension of the "window of opportunity" is valid for only one-year but a request for another one-year extension may be resubmitted. Approval of the initial or any subsequent request for an extension of the thirty-five (35) years of TRS credible service window of opportunity is at the complete discretion of the superintendent or board chair.

Subd. 4. Early Buy-Out A school administrator may elect to buy-out their entitlement of all benefits under either Plan A or Plan B and receive a \$1,000 cash payment for surrendering any and all future benefits. Such payment shall be made ASAP upon submitting the proper form to the District Office. A school administrator is not eligible for this benefit if they will not be employed with the School District for the ensuing year. A school administrator that elects an early buy-out and subsequently resigns for the next contract year shall reimburse the District for the cash payment with a payroll deduction.

Subd. 5. Acknowledge of Receipt All notices, letters, and/or applications shall be mailed (postmarked) to the Superintendent's Office or hand delivered to the Superintendent's Office.

Subd. 6. Benefit Limitation This section of the Agreement constitutes all monetary entitlements available to a school administrator on retirement or leaving the school district that are not required by law. If a school administrator elects to apply, the amount received under Plan B (Old Plan) of this Section to TRS Option 1 to enhance their retirement benefits, the District shall not be required to pay any additional employer contribution to TRS greater than that required under Plan B (Old Plan) if any additional employer contribution required by Option 1 cannot be charged to the Retirement Fund.

SECTION 7.3 - PART-TIME

Subd. 1. Definition A part-time school administrator is any employee hired for a position by the school

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district for less than a full day, less than a full school year, and/or less than full activity.

Subd. 2. Proration A part-time school administrator shall receive salary and fringe benefits on a pro-rated basis according to the percentage of the school day, school year, and/or activities they work provided the employee is eligible for the benefits as stated in other sections of this agreement.

SECTION 7.4 - LIFE INSURANCE At the District's expense, a school administrator will be provided with \$100,000 term life insurance subject to the limits and terms of the policy and/or group insurance carrier. If allowed by the policy of the insurance carrier, the school administrator shall be provided with an additional \$100,000 term life insurance.

SECTION 7.5 - LIABILITY INSURANCE The school district shall provide an errors and omissions liability insurance policy covering the school administrator in the amount of the present policy.

SECTION 7.6 - CLAIMS AGAINST THE DISTRICT The parties to this Agreement agree that any description of insurance benefits contained in this section are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the school district pursuant to this Article. It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and insurance carriers shall make no claim against the school district because of a denial of insurance benefits.

SECTION 7.7 – INDEMNIFICATION The school district agrees to indemnify the school administrator in accordance with Montana law.

SECTION 7.8 - CONTINUATION OF INSURANCE

Subd. 1. Eligibility A school administrator who terminates employment shall be eligible to continue to participate in the School District's insurance plan, if permitted by the terms of the policy (ies) with the insurance carrier.

Subd. 2. Payment of Premiums The separated school administrator shall pay the entire premium for such insurance. It is the responsibility of the former school administrator to arrange with the school business office to pay the school district the monthly premium amounts in advance and on such date as determined by the school district.

SECTION 7.9 - FRINGE BENEFITS LIMITATION The fringe benefits described in this Article or other parts of this Agreement constitute the only fringe benefits guaranteed over the duration of this Agreement.

ARTICLE 8 OTHER BENEFITS

SECTION 8.1 - TAX SHELTERED ANNUITIES The school administrator will be eligible to participate in a tax sheltered annuity plan established pursuant to United States Public Law No. 87-370 and school district policy.

SECTION 8.2 - CAR EXPENSES The school administrator will be provided with a school district vehicle for approved school travel or be compensated for the authorized use of his/her private automobile at the rate established by the Board for travel associated with school district employment.

SECTION 8.3 - CONFERENCES AND MEETINGS The school district shall pay all legally valid expenses and fees for attendance at approved professional conferences and meetings with other educational agencies when attendance thereof is related to the duties of the school administrator, at single room rate and any inseparable meal expenses included in the conference, convention, or meeting registration fees. Other reimbursement shall be pursuant to school district policy.

SECTION 8.4 - PROFESSIONAL DEVELOPMENT

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Subd. 1. Administrator Retraining In order to provide appropriate educational programs for students, the district may find it necessary to retrain an administrator in a subject area for which the administrator is not currently licensed. If an administrator complies with a district-initiated administrator-retraining request, the superintendent is authorized to approve some or all of the following as appropriate:

- (a) District payment or reimbursement of the tuition for all courses required by the college for state licensure for subject area sought by the district.
- (b) District payment or reimbursement of room and board for all courses required by the college for state licensure in subject area sought by the district or a stipend amount equivalent to the room and board charge for each day of classroom attendance.
- (c) Use of a district owned vehicle for travel to the campus or mileage reimbursement, whichever is more appropriate.
- (d) Advancement for all credits earned in the pursuit of the licensure subject area regardless whether the credits are graduate or undergraduate.

This section applies only to an administrator retraining or education activities that are initiated or requested by the District. Approval of credits for lane advancement under other sections and/or subdivisions of this Agreement do not constitute a district-initiated request for this section.

Subd. 2. Undergraduate Credits Undergraduate courses not previously used for a lane change and germane to the teaching assignment may be reimbursed at \$80 per semester hour credit if not used for lane advancement. All such courses must be approved in advance by the School District.

SECTION 8.5 - WORK STOPPAGE. School administrators, in the event of a strike or work stoppage by other school district employees, shall report for duty to carry out Board policies and directives.

SECTION 8.6 - ADVANCED DEGREE. On completion of an Education Specialist Degree or a Doctor of Education Degree, the School Administrator shall be paid an annual stipend as shown below:

- Education Specialist Degree = \$1,500
- Doctor of Education Degree = \$3,000

ARTICLE 9 OTHER PROVISIONS

SECTION 9.1 - PROFESSIONAL DUES Professional dues shall be paid for one state and one national professional organization and the dues for any additional professional organizations approved by the superintendent.

SECTION 9.2 - PROFESSIONAL CONVENTIONS The school district shall pay all reasonable costs to allow at least one school administrator a year a trip to a national convention. The superintendent must approve the specific convention and date chosen prior to attendance. Such benefit may be suspended during any fiscal year that the school district is experiencing budgeting problems.

SECTION 9.3 - PRORATION OF BENEFITS Part-time school administrators shall receive prorated compensation and benefits under this Agreement.

ARTICLE 10 DURATION

SECTION 10.1 - EMPLOYMENT STATUS This Agreement is subject to the provisions all laws, rules and regulations of the State of Montana relevant to qualification, certification, employment, termination, and discharge.

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SECTION 10.2 - EFFECT This Agreement constitutes the full and complete Agreement between the District and the school administrator. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

SECTION 10.3 - SEVERABILITY The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

SECTION 10.4 - DURATION

Subd. 1. For licensed school administrators in their first three (3) years of employment as a licensed school administrator with Belgrade School District No. 44, the statutory requirements for non-tenured administrators set forth in § 20-4-206, MCA, shall apply. Non-tenured school administrator will be provided written notice by June 1 of each year of the Board's decision to non-renew the employment of a non-tenured administrator.

Subd. 2. For licensed school administrators with more than three (3) years of employment as a licensed school administrator with Belgrade School District No. 44, the terms and conditions of the contract shall be effective for two years and subject to continuation unless the school board takes action to dismiss the school administrator pursuant to § 20-4-207 & § 20-4-203, MCA (Teacher Dismissal Law).

Subd. 3. For the school superintendent, the terms and conditions of this contract shall be effective for two years with renewal of such contract pursuant to § 20-4-401.

SECTION 10.5. TERMINATION The Board may terminate the Administrator during the term of this Contract for good cause and pursuant to Montana Law.

ARTICLE 11 ACKNOWLEDGMENT OF RATIFICATION

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement beginning on July 1, 2011 and ending on June 30, 2012.

FOR BELGRADE, SCHOOL DISTRICT NO. 44:

Lance Voegelé, Chair of the Board Date

Jay Bates, Clerk of the Board Date

FOR THE SCHOOL ADMINISTRATOR:

(Name) Date

The Board of Trustees of Belgrade School District No. 44 ratified this Agreement on (Board Meeting Date).