



Superintendent
Jack Copps
324-2001

Business Manager
Janelle Mickelson
324-2040

Board of Trustees Special Meeting

May Butler Center
55 S. Rodney

Wednesday April 18, 2018

12:00 p.m. – 12:30 p.m.

AGENDA

I. CALL TO ORDER / PLEDGE OF ALLEGIANCE

II. GENERAL PUBLIC COMMENT: *This is the time for comment on public matters that are not on the agenda. Public matters do not include any pending legal matters, private personnel issues or private student issues. Please do not attempt to address such issues at this time or you will be ruled out of order. The Board cannot enter into a discussion during General Public Comment.*

III. REVIEW OF AGENDA

IV. NEW BUSINESS

1. **Items for Action** (The Board of Trustees will accept Public Comment on the following items.)
 - a. Approval of Superintendent Contract (See Attached)

V. BOARD PHOTOGRAPH

VI. ADJOURNMENT

Helena School District
SUPERINTENDENT EMPLOYMENT CONTRACT

THIS AGREEMENT is made and entered into by and between the Board of Trustees (The “Board”) of Helena School District No. 1 and Helena High School District No. 1 (the “District”) and Tyler W. Ream, Ed.D. (the “Superintendent”). This Agreement is effective and will govern the parties as of July 1, 2018.

WHEREAS, District and Board desire to provide Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools which the District and Board believe generally improves the quality of its overall educational program; and

WHEREAS, the District, Board and the Superintendent, believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication among them as they fulfill their governance and administrative functions in the operation of the educational programs of the District.

NOW, THEREFORE, District, Board and Superintendent, for the consideration herein specified, agree as follows:

1. **TERM OF EMPLOYMENT:** The District and Board, in consideration of the promises of the Superintendent herein contained, hereby employs and Superintendent hereby accepts employment as Superintendent of Schools for the District for a term commencing on July 1, 2018, and ending June 30, 2021. The District may, by specific action and with the consent of the Superintendent, extend the termination date of the existing contract to the full extent permitted by state law.
2. **PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT:**
 - A. **Certification.** The Superintendent shall provide the necessary certification and experience records and other records required for personnel files or for payroll purposes. The Superintendent represents that he currently holds an educator license in the State of Texas. The Board acknowledges that the Superintendent is not a licensed educator in Montana as of the date of the Board’s approval of this Agreement. The Superintendent agrees to provide to the District written evidence of the Superintendent’s application to the Montana Office of Public Instruction for regular or alternative administrative licensure with superintendent endorsement in Montana no later than ten (10) days after the Board’s approval of this Agreement. The Superintendent also agrees in good faith to seek and successfully complete the required coursework in Montana school finance and in Montana school law by June 30, 2020. The Board authorizes the Superintendent to take time, if during the work day, without deduction from his vacation or personal leave allocation to travel to or from and/or participate in the coursework. Upon submission of appropriate documentation, the District will reimburse the Superintendent for the tuition costs associated with completing the required coursework as described above. Failure to provide necessary certification shall render this Agreement void. Any misrepresentation may be grounds for dismissal.
 - B. **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 pursuant to Board policy and

all applicable state and federal laws. The Superintendent shall comply with (a) Board directives; (b) Montana law, including without limitation Section 20-4-402, MCA; (c) federal law; and (d) District policies as they exist or may hereafter be adopted or amended, which are hereby incorporated into and made part of this Agreement as though fully set forth herein. The Superintendent hereby agrees to devote his time, skill, labor and attention to the performance of these duties in a competent and professional manner. In particular, and without limitation to the foregoing, the Superintendent (a) shall direct and assign employees of the schools 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 and all 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 effectively with the community about issues facing the District as may be 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) in general perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by the Board, Montana State law and federal law. The current job description is attached as Exhibit A.

C. **Outside Activities.** The Superintendent shall devote his time, attention and energy to the business of the District. However, with agreement of the Board, the Superintendent may serve as consultant to other districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities which are of a short-term duration. The Superintendent may, at his option, and with the approval of the Board, continue to draw a salary while engaged in outside activity as described above. In such cases, honoraria paid to the Superintendent in connection with these activities shall be transferred to the District. If Superintendent chooses to use vacation leave to perform outside activities, he shall retain any honoraria paid. In no case will District be responsible for any expenses to the performance of such outside activities.

3. **PROFESSIONAL GROWTH OF SUPERINTENDENT:** The District encourages the continuing professional growth of the Superintendent through his participation in:
 - A. The operations, programs, and other activities conducted or sponsored by local, state, and national school administrators 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 serve to improve the capacity of Superintendent to perform his professional responsibilities for the District.
4. **COMPENSATION:** The District shall pay the Superintendent at an annual salary of **One Hundred and Sixty Three Thousand Dollars (\$163,000)** for the 2018-2019 school year. The salary referenced in this section shall be paid on the basis of a two hundred and sixty (260) work days contract, with a daily rate of pay equal to the Superintendent's annual salary divided by the number of work days provided in the Agreement. The District shall review Superintendent's salary on an annual basis concurrent with the evaluation of his

performance as noted in Section 6 below.

5. **VACATION AND OTHER BENEFITS:** The Superintendent shall accrue vacation as prescribed in Section 2-18-612, MCA, exclusive of legal holidays. Additionally, five (5) days of non-accumulative personal leave shall be granted each year. The Superintendent shall be entitled to annual sick leave of one day per month as prescribed in Section 2-18-618, MCA, and holiday pay in conformance with Section 20-1-305, MCA, and Board policy. The Superintendent shall inform the Board Chair in advance of use of vacation leave or any absences from the District beyond three (3) days. 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 Agreement.

The District shall during the term of the contract obtain and pay for the cost of long term disability insurance for Superintendent with a benefit equal to 60% of the current salary, with a maximum benefit of \$7000 per month and an elimination period of 180 consecutive days.

The District shall provide full family health insurance coverage for the Superintendent and his dependents, as well as any other insurance benefits granted District employees.

The District shall pay to the Superintendent a stipend in the amount of Five Hundred Fifty Dollars (\$550.00) per month as an allowance for in-District travel. The District agrees to pay the actual and incidental costs of the Superintendent for all travel outside of the District. These expenses include, but are not limited to: airfare, mileage, rental car expenses, lodging, a per diem for the Superintendent. These expenses do not include entertainment, alcohol or expenses incurred by a spouse or family members. The Superintendent shall keep the Board reasonably advised in advance of all out of District travel.

The District shall provide the Superintendent with appropriate technology that will assist the Superintendent in the performance of his duties and responsibilities. This shall include a cell phone (or equivalent stipend), Ipad, laptop and printer. The District shall own this technology. Upon termination of this Agreement, the Superintendent shall return all District equipment.

In connection with the necessary relocation of the Superintendent and the Superintendent's family to the District, the District shall reimburse the Superintendent for necessary and reasonable expenses incurred in moving and relocating the Superintendent's family and belongings from Houston, Texas, to Helena, Montana, up to Twenty Thousand Dollars (\$20,000.00). The Superintendent shall document all moving and relocation expenses with receipts, cancelled checks or credit card statements, and the District shall reimburse the Superintendent for all such documented expenses within thirty (30) days of the District's receipt of such documented expenses.

6. **EVALUATION:** The District shall evaluate and assess, in writing, the performance of the Superintendent at least once a year during the term of this Agreement. This evaluation and assessment shall be reasonably related to the position description of Superintendent and the goals and objectives of the District for the year in question.
7. **PROFESSIONAL DUES.** The District 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. In addition, the District shall provide the Superintendent with up to \$412.00 per year toward membership dues in Helena service clubs.

8. **PROFESSIONAL LIABILITY.** The District shall provide for the indemnification, defense and immunization of Superintendent as provided in Section 2-9-305, MCA. The indemnification provided under Section 2-9-305, MCA shall be provided for the Superintendent by the District after his employment with the District ends.
9. **TERMINATION OF EMPLOYMENT CONTRACT:** This employment Agreement may be terminated by:
 - a. Mutual agreement of the Board of the Trustees and the Superintendent: When the contract has been terminated by mutual agreement, the District shall be obligated to pay that portion of the salary that has been earned up to and including the last day of service. At least a thirty (30) day advance notice of termination date will be given after reaching a mutual agreement.
 - b. Notice of Retirement: The Superintendent may retire at the end of any school year provided notice is given at the regular December Board meeting of the school year.
 - c. Disability of the Superintendent: In the event of disability by illness or incapacity, after the Superintendent's sick leave has been exhausted, the compensation shall be reinstated after the Superintendent has returned to employment and undertaken full charge of his duties. The District may terminate this Agreement by written notice to the Superintendent at any time after Superintendent has exhausted any accumulated sick leave and the Superintendent remains unable to return to his duties. If a question exists concerning the capacity of Superintendent to return to his duties, the District may require the Superintendent to submit to a medical examination, to be performed by a doctor licensed to practice medicine in the State of Montana. The District and Superintendent shall mutually agree upon the physician who shall conduct the examination. The examination shall be limited to the issue of whether the Superintendent has a continuing disability which prohibits him from performing his duties.
 - d. Discharge for Cause: The District may dismiss the Superintendent during the term of this Agreement for good cause as provided by the Wrongful Discharge Act. If a discharge from employment is found by a court to be wrongful, Superintendent is limited to the damages under this Agreement, but not to exceed what could be recovered under Section 39-2-905, MCA.
10. **SAVINGS CLAUSE:** If, during the term of this Agreement, it is found that a specific clause of the Agreement is illegal in federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force.
11. **CONTROLLING LAW.** This Agreement will be governed by the laws of the State of Montana. Venue shall be in the 1st Judicial District, Lewis and Clark County, Montana.
12. **COMPLETE AGREEMENT.** This Agreement 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 Agreement shall be valid unless evidenced by a writing signed by the parties to this

Agreement.

DATED this ____th day of April, 2018.

Superintendent

Date

Chair, Board of Trustees

Helena School District, Helena, MT

Date

ATTEST:

Business Manager/District Clerk

Date