
COUNTY SUPERINTENDENT OF SCHOOLS AGREEMENT

THIS COUNTY SUPERINTENDENT OF SCHOOLS AGREEMENT (the Agreement) is made and entered into between Carbon County, State of Montana (the County) and Ken Adams (an individual) of Joliet, Montana (the Contractor).

RECITALS

WHEREAS, the County consolidated the County Office of County Superintendent of Schools with the County Office of Treasurer; and

WHEREAS, the officeholder of the consolidated office does not have the qualifications to serve as the County Superintendent of Schools (the County Superintendent) as required by 20-3-201(2), MCA; and

WHEREAS, the County desires to enter into a contract with Contractor to fulfill duties required of a County Superintendent; and

WHEREAS, Contractor desires to enter into a contract with the County to perform duties required of a County Superintendent.

NOW, THEREFORE, the County and the Contractor agree as follows:

AGREEMENT

1. Purpose and Term. The Contractor shall perform the duties required of a County Superintendent under Mont. Code Ann. §§20-3-207 (Assist Trustees with School Supervision) and 20-3-210 (Controversy Appeals and Hearings) and the additional duties specified herein.

This Agreement shall be effective July 1, 2024, and shall continue in effect until June 30, 2025 unless terminated sooner pursuant to section 9.

2. Qualifications. The parties acknowledge that Montana law requires Contractor to meet certain qualifications to perform the duties described herein. Mont. Code Ann. §20-3-201(3)(a). Contractor hereby verifies that Contractor meets the following qualification: [Check appropriate qualification]

Contractor is a County Superintendent in another county.

Contractor is a former County Superintendent.

Contractor (A) is a qualified elector; (B) holds a valid administrative certificate as provided in Mont. Code Ann. §20-4-106(1)(c); (C) shall take the oath of office provided in Mont. Code

Ann. §20-1-202, which oath is attached hereto as Exhibit A; (D) is bonded in the manner provided for county officers in Mont. Code Ann. title 2, chapter 9, part 7; and (E) shall attend instructional training in the duties of a County Superintendent as offered by the superintendent of public instruction.

Contractor shall maintain the noted status through the term of this Agreement.

3. Payment. For the services provided for herein, County shall pay to Contractor \$20,000.04 in twelve (12) \$1,666.67 installments.

4. Statutory Duties. The Contractor shall perform the following duties:

A. Act as responsible official for the following elementary district(s) who do not employ a district superintendent, including performing staff evaluations and overseeing the education program. Mont. Code Ann. §20-3-207. The districts are: Luther Elementary School. All requests from the school shall be directed to the consolidated County Treasurer/ Supt. Of School who, who will then dispatch or notify the Contractor. Contractor will not act on any request from a district unless receiving a directive from the consolidated County Treasurer/Supt. of School or the Education Assistant to the Supt. Of Schools. To do so will be considered a violation of the contract.

B. Act as an impartial hearings officer for the County for all matters of controversy arising in the County as a result of decisions of the trustees of a district in the County. Mont. Code Ann. §20-3-210. Legal advice supporting this duty shall be provided by the Carbon County Attorney (the County Attorney). If the County Attorney has a conflict of interest and is unable to represent the Contractor, a private attorney may be hired, whose attorney's fees and expenses shall be paid by the County. In the event of a hearing, the County shall pay court reporter and transcript fees, if any. These expenditures shall be approved by the appropriate County official prior to being incurred. If the Contractor has a conflict of interest and is unable to represent the County; the Contractor shall notify the County as soon as possible and a suitable replacement shall be secured by the County.

5. Additional Duties. The Contractor shall discuss the list of duties with the elected County Superintendent of Schools, and agrees to perform additional duties as requested by the elected County Superintendent of Schools.

6. Ownership and Publication of Materials. The County shall own all work product, information and narratives that result from the performance of this Agreement. None of the results, information, tables, or other data or work product produced hereunder may be published without the prior written permission of the County.

7. Independent Status and Taxes. The Contractor is an independent contractor hereunder. The

County shall not deduct from the compensation provided for hereunder or make any payment on behalf of the Contractor for any federal, state, or municipal taxes. The Contractor shall pay all taxes that may be required or charged on the compensation under this Agreement. The Contractor shall maintain liability insurance and workers compensation insurance or exemption and shall provide appropriate certificates to the County.

8. Monitoring and Clarification. The County shall have the right to inspect the work in progress performed hereunder. If needed, further itemization or clarification of specific tasks required hereunder shall be accomplished through discussion between the Contractor and the County.

9. Termination/Default. If the Contractor violates any of the terms of this Agreement, does not comply with the requirements of this Agreement, or fails to fulfill the obligations of this Agreement in a timely and proper manner, the County, through its County Attorney, may terminate the Agreement upon forty-five days written notice. This notice shall be sent by certified mail, return receipt requested to the address of Contractor noted above.

10. Civil Rights. The parties agree that all persons with responsibilities in the performance of the terms of this Agreement shall not discriminate against any person(s) on the basis of race, religious creed, color, sex, national origin, age, political affiliation or beliefs, marital status, mental or physical handicap, or ancestry in any activities performed pursuant to this Agreement.

11. Governing Law. In the event of litigation concerning this Agreement, the venue shall be the Twenty-Second Judicial District in and for the County of Carbon, State of Montana. This Agreement shall be interpreted according to the laws of Montana.

12. Debarment and Suspension. Pursuant to Federal Executive Order 12549 and its implementing regulations in 34 CFR Part 85, Section 85.510, the Contractor certifies that:

A. The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation by any federal department or agency, and

B. The Contractor agrees that Contractor will not knowingly enter into any subcontract or subgrant with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation by any federal department or agency.

13. Access to Records. The County shall have access to all records and financial data and supporting documentation regarding the performance of this Agreement.

14. Text of Contract/Modification/Assignment. This document contains the entire Agreement between the parties and shall not be enlarged, modified, altered, assigned, transferred or subcontracted except upon written agreement signed by all parties to this Agreement. No statement, promises or inducements made by either party, which are not contained in this written Agreement, shall be valid or binding.

15. Liaison. The County Attorney shall serve as liaison for the County hereunder and shall serve as the County Commissioners' designated representative hereunder.

16. Assignment. The Contractor shall not assign any duty hereunder. However, Contractor may delegate part or all of any duty required herein, except those required by Mont. Code Ann. §§20-3-207 (Assisting Trustees with School Supervisions) and 20-3-210 (Controversy Appeals and Hearings), to a subordinate or County employee, provided Contractor retains direct supervision of the performance of the duty.

COUNTY:

Date: _____, _____,
Presiding Officer
Carbon County Board of Commissioners

APPROVED FOR LEGAL CONTENT

Date: _____
County Attorney

CONTRACTOR:

Date: _____
Ken Adams

CARBON COUNTY
Expenditure Budget by Fund/Org Split Report -- MultiYear Actuals
For the Year: 2024 - 2025

1000 GENERAL FUND

Org	Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
			20-21	21-22	22-23	23-24	Budget	Exp.	Budget	Changes	Budget	Budget
236 SUPERINTENDENT OF SCHOOLS												
411600 PUBLIC SCHOOL ADMINISTRAT												
	111	SALARIES & WAGES - PERM LK 10% (@85% EB)	20,618	22,186	25,524	6,690	7,000	96%	7,400		7,400	106%
	112	SALARIES & WAGES - TEMP.	106				0	0%			0	0%
	141	UNEMPLOYMENT INSURANCE	52	78	89	17	50	34%	50		50	100%
	142	WORKERS' COMPENSATION	68	66	66	6	50	12%	50		50	100%
	143	HEALTH INSURANCE	3,908	3,947	4,377	1,111	1,100	101%	1,125		1,125	102%
	144	F.I.C.A.	1,541	1,662	1,932	509	600	85%	600		600	100%
	145	P.E.R.S.	1,808	1,968	2,289	607	650	93%	680		680	105%
	210	OFFICE SUPPLIES LK Computer Replacement (10%)	81	731	1,394	191	1,500	13%	1,500		1,500	100%
	220	OPERATING SUPPLIES SPELLING BEE - shools reimb			497	566	550	103%	600		600	109%
	231	GAS, OIL, DIESEL, GREASE					500	0%	500		500	100%
	311	POSTAGE, BOX RENT ETC.					50	0%			0	0%
	312	FREIGHT AND SHIPPING			21	26	100	26%	100		100	100%
	330	PUBLIC, SUBSCR, DUES, FEE	250	314	757	415	1,000	42%	1,000		1,000	100%
	332	SOFTWARE SUBSCRIPTIONS			151		0	0%			0	0%
	355	DATA PROCESSING SERVICES	408	367	378	287	500	57%	500		500	100%
	357	OTHER PROFESSIONAL SERV \$20,000 Contracted Superintendent \$2,370 TRS @ 11.85% 24-25	16,733	16,748	22,350	22,370	22,370	100%	22,370		22,370	100%
	370	TRAVEL, MEALS, ETC Contacted Supt Travel increased for LL & LK to participate in trainings	147		1,242	659	4,000	16%	4,000		4,000	100%
		Account:	45,720	48,067	61,067	33,454	40,020	84%	40,475	0	40,475	101%
521000 INTERFUND TRANSFERS OUT												
	820	TRANSFERS TO OTHER FUNDS FUTURE COPIER PURCHASE			2,000		2,000	0%	2,000		2,000	100%
		Account:			2,000		2,000	0%	2,000	0	2,000	100%
		Orgn:	45,720	48,067	63,067	33,454	42,020	80%	42,475	0	42,475	101%
		Fund:	374,187	392,598	459,655	439,007	481,380	91%	531,225	0	531,225	110%

CARBON COUNTY
Expenditure Budget by Fund/Org Split Report -- MultiYear Actuals
For the Year: 2024 - 2025

4001 GENERAL/BUILDING CAPITAL IMPROVEMENT

Org	Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
			20-21	21-22	22-23	23-24	Budget	Exp.	Budget	Changes	Budget	Budget

236 SUPERINTENDENT OF SCHOOLS												
411600 PUBLIC SCHOOL ADMINISTRAT												
	947	OFFICE MACHINERY & EQUIP.					4,000	0%	6,000		6,000	150%
		Copier Replacement										
		Account:					4,000	0%	6,000	0	6,000	150%
		Orgn:					4,000	0%	6,000	0	6,000	150%
		Fund:					4,000	0%	6,000	0	6,000	150%
		Grand Total:	374,187	392,598	459,655	439,007	485,380		537,225	0	537,225	

CARBON COUNTY
Expenditure Budget by Fund/Org Split Report -- MultiYear Actuals
For the Year: 2024 - 2025

1000 GENERAL FUND

Org	Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
			20-21	21-22	22-23	23-24	Budget	Exp.	Budget	Changes	Budget	Budget

203 TREASURER												
410540 TREASURY												
111	SALARIES & WAGES - PERM		233,796	246,677	280,506	280,815	303,500	93%	322,200		322,200	106%
	\$18,000 leave payouts											
120	OVERTIME						0	0%	5,000		5,000	*****
141	UNEMPLOYMENT INSURANCE		388	578	680	488	810	60%	980		980	121%
142	WORKERS' COMPENSATION		1,043	1,138	1,184	2,993	1,440	208%	1,420		1,420	99%
143	HEALTH INSURANCE		29,283	29,232	37,911	44,391	44,000	101%	63,750		63,750	145%
144	F.I.C.A.		17,805	18,817	21,033	20,088	23,230	86%	25,100		25,100	108%
145	P.E.R.S.		20,504	21,880	25,161	25,470	27,530	93%	29,700		29,700	108%
210	OFFICE SUPPLIES		549	2,722	4,422	3,481	5,000	70%	5,000		5,000	100%
	NEW COMPUTERS											
231	GAS, OIL, DIESEL, GREASE						150	0%	150		150	100%
311	POSTAGE, BOX RENT ETC.		15,876	14,774	15,128	14,087	15,500	91%	15,500		15,500	100%
	Plates/mail renewals have increased with more being done online											
312	FREIGHT AND SHIPPING		284	6	42	82	400	21%	400		400	100%
320	PRINTING, BINDING ETC.		3,137	1,111	709	1,687	2,800	60%	2,800		2,800	100%
330	PUBLIC, SUBSCR, DUES, FEE		998	1,047	1,004	775	1,300	60%	1,300		1,300	100%
332	SOFTWARE SUBSCRIPTIONS			2,691	4,321	3,730	4,000	93%	4,000		4,000	100%
	TAX RECORD PRESERVATION											
	COUNTY SILO MONTHLY STORAGE \$315.22/mo=\$3783											
363	REPAIR-MAINT OFFICE EQUIP		1,131	603	521	1,120	1,750	64%	1,750		1,750	100%
370	TRAVEL, MEALS, ETC		96	427	891	786	1,700	46%	1,700		1,700	100%
390	OTHER PURCHASED SERVICES		3,577	2,828	2,687	5,171	3,750	138%	4,000		4,000	107%
	Contract for Tax printing/mailing											
	Account:		328,467	344,531	396,200	405,164	436,860	93%	484,750	0	484,750	110%
410541 MOTOR VEHICLE DIVISION SUPPLIES												
210	OFFICE SUPPLIES				388	389	2,500	16%	4,000		4,000	160%
	SUPPLIES & COUNTER COMPUTERS											
	FORMERLY PAID FOR BY MVD FOR VEHICLE REG AND TITLEING											
	Account:				388	389	2,500	16%	4,000	0	4,000	160%
	Orgn:		328,467	344,531	396,588	405,553	439,360	92%	488,750	0	488,750	111%