

Browning Public Schools  
**Board Agenda Request**  
Meeting To Be Held: August 31, 2022



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**Recognition:**   ☐ Students                      ☐ Staff                      ☐ Parents  
**Information:**   ☐ Building Report                      ☐ Old Business                      ☐ Superintendent's Report  
**Action:**   ☐ Resignations                      ☐ Hiring                      ☐ Contract Service Agreements  
                    ☐ Travel Out-of-State                      ☐ Travel In State                      ☒ Approvals  
                    ☐ Termination                      ☐ Legal Matters                      ☐ Other:  
This action request pertains to ☐ Elementary (only)                      ☒ High School/District Wide

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**Date:**      August 29, 2022

**To:**          Corrina Guardipee-Hall  
                    Superintendent of Schools

**From:**      John E. Salois  
**Title:**        Director of Human Resources

**Subject: Waiver of 8% Penalty Fee 2022-2023**

**Description:** - Heidi DuBray is requesting that the School Board waive the 8% liquidated damages for early release of her contract due to her resignation from her 2022-2023 teaching contract. Resignation of August 29, 2022 but Contract Section 11 states that two (2) weeks' notice must be given. This would move her effective date to September 12, 2022. Liquidated damages would be 8%

**Financial Impact: \$4,188.56**

**Attachment(s):** Teacher Contract (Section 11: Liquidation of Damages)

**Superintendent Action:** ☐ Approved ☐ Denied    ☐ Deferred    Initial & date: \_\_\_\_\_

**Comments:** \_\_\_\_\_

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**Board Action:**        ☐ N/A (Info)        ☐ Approved        ☐ Denied        ☐ Tabled to: \_\_\_\_\_

11. **Liquidation of Damages:** A teacher not facing discipline or discharge at District # 9, Glacier County, Browning, Montana, will be released from their teaching contract provided the teacher makes payment for liquidated damages to the school district prior to release on the following schedule. The date the teacher sets forth as their release date (last day of employment - date of separation) is controlling on the following schedule.
- A. The teacher shall provide a minimum of two (2) weeks (14 calendar days) notice. If the teacher fails to provide a minimum of two (2) weeks advance notice, the teacher's release date (last day of employment date of separation) will move forward to provide two (2) weeks notice on the following schedule.
  - B. A teacher wishing to be released from this contract before June 20<sup>th</sup> pays no liquidated damages.
  - C. A teacher wishing to be released from this contract starting June 20 through July 20, will pay 3% of the Teacher's salary as liquidated damages.
  - D. A teacher wishing to be released from this contract after July 20<sup>th</sup> and/or during the school year will pay 8% of the Teacher's salary as liquidated damages.
  - E. The parties agree the school district incurs costs that are impractical or extremely difficult to fix when a teacher breaches a contract. Liquidated damages are to cover these.
  - F. Jurisdiction and enforcement of this provision is through the District Court, Glacier County, Cut Bank, Montana, with the teacher being liable for all fees under the above schedule, court costs, interest, reasonable attorney fees of the school district and other actions the court deems appropriate. The court also has jurisdiction to award interest on any amount due and other actions the court deems appropriate.

If the above conditions have been met, the Board shall accept the resignation of a teacher under contract and shall not attempt to have the teacher's certification revoked or suspended. This whole section applies to all bargaining unit members with no exceptions and/or waivers.