

Browning Public Schools  
**Board Agenda Request**  
 Meeting To Be Held: July 2, 2024



<b>Recognition:</b>	<input type="checkbox"/> Students	<input type="checkbox"/> Staff	<input type="checkbox"/> Parents
<b>Information:</b>	<input type="checkbox"/> Building Report	<input type="checkbox"/> Old Business	<input type="checkbox"/> Superintendent's Report
<b>Action:</b>	<input type="checkbox"/> Resignations	<input type="checkbox"/> Hiring	<input type="checkbox"/> Contract Service Agreements
	<input type="checkbox"/> Travel Out-of-State	<input type="checkbox"/> Travel In State	<input checked="" type="checkbox"/> Approvals
	<input type="checkbox"/> Termination	<input type="checkbox"/> Legal Matters	<input type="checkbox"/> Other: _____
This action request pertains to		<input type="checkbox"/> Elementary (only)	<input checked="" type="checkbox"/> High School/District Wide

**Date:** 6/28/24

**To:** Board of Trustees  
 Browning Public Schools

**From:** Rebecca Rappold  
 Superintendent

**Subject: Assistant Superintendent Contract for 2024-2025 Fiscal Year, 260-day Contract**

**Description:** *Ms. Wagner has declined the offering of \$118,000.00 approved at the 6/26/24 board meeting to extend her contract to 260-days. At this time, she is requesting the board reconsider the salary compensation.*

Corrina Guardipee transferred Jennifer LaFromboise-Wagner to the position of Assistant Superintendent. Jennifer has 27 years' experience in the district and has an abundance of experience in several schools K-12. She has established positive relationships with BPS staff, knowledge of policies and standard operating procedures. She exemplifies our BPS vision every day. Ms. Wagner will take on an expanded role as Assistant Superintendent, as she, along with Rebecca Rappold, will assume the responsibilities of the positions of Director of Curriculum & Special Services for the immediate future, until those positions are filled.

**Financial Impact: Recommended Salary Range: \$118,000.00 - \$129,376.00 @ 260 days**

**Funding Source (Budget/Grant, etc):** Salaries, benefits, and payroll costs to be charged against budgets for respective building/department/program/grant as applicable.

**Attachment(s):** 2024-2025 Contract

**Approval:** Superintendent's Office/Finance/Personnel as applicable (Initial) \_\_\_\_\_

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

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

**Browning Public Schools**  
**SCHOOL DISTRICT NO. 9**  
**EMPLOYMENT CONTRACT (2024-2025)**



**(Certified Position w/ Administrative Endorsement, 12-Month, Exempt, TRS)**

THIS AGREEMENT is made and entered into this 11th day of June, 2024, by and between the Board of Trustees, Glacier County School District No. 9, Browning, Montana (“School District”) and **Jennifer LaFromboise** (“Administrator”).

W I T N E S S E T H

1. **Employment:** The School District agrees to employ the administrator as Assistant Superintendent, and the administrator agrees to perform administrative and professional services as outlined in the job description for that position and as may otherwise be assigned by the Superintendent, for the period commencing July 1, 2024 through June 30, 2025. The administrator acknowledges that those related professional services will include work beyond the regular school day. (Throughout this contract, the term “Superintendent” means the District Superintendent or his/her designee).
2. **Compensation:** In consideration for the administrator’s services, the School District agrees to pay the Employee the total sum of \_\_\_\_\_ payable in twenty-six (26) equal installments. The administrator’s salary will be paid at the rate stated above per annum, less deductions required by law, and such other deductions as may be mutually agreed upon. Should any salary payments under this contract be incorrect, the School District shall be entitled to adjust the salary amount to the proper level and to recover any prior overpayments by offsetting the administrator’s next payment by any overpaid amounts.
3. **Benefits:** During the term of this contract, the administrator shall be entitled to the following benefits in addition to the annual salary set forth above: annual and sick leave under Title 2, Chapter 18, Part 6, MCA; (b) Montana Teacher’s Retirement System; and (c) health insurance program as adopted and provided by the School District for certified staff. (Administrator agrees to pay any excess premium ratably by payroll deduction per pay installment). The Superintendent must approve all leave in writing. Leave not approved shall be deducted from pay otherwise due Administrator (computer hourly based on 8-hour day).
4. **Notice:** This contract shall serve as notice of election to the administrator for the above-referenced school year. In the event that the administrator chooses to accept the tendered position, s/he must sign and return this contract to the office of the District Clerk **within twenty (20) days** from the date of receipt. Any failure on the part of the administrator to sign and return the contract within that time period shall constitute conclusive evidence of his/her non-acceptance of the tendered position.

5. **Performance/Termination:** This contract is signed by the administrator with the full intention of fulfilling the same. The administrator agrees to supervise and take part in any school function when requested to by the Superintendent to do so. Any resignations from this contract during its term will be governed by ¶ 6 below. In the event this contract is terminated prior to the expiration of its term by application of state law or in accordance with ¶ 6 below, the contract sum shall be prorated on the basis of the number of contract days performed in the school year. Substantial and non-performance of this contract, including any resignation not undertaken in accordance with ¶ 6 below, may be referred to the State Board of Education.
  
6. **Resignation:** The administrator expressly acknowledges that his/her resignation from this contract during its term will cause substantial disruption to the School District's staff planning and educational environment and will give rise to additional costs in finding a suitable replacement for him/her. In recognition of those effects, the administrator agrees that, prior to and as a condition of any release from his/her obligations under this contract, s/he will remit to the School District a payment in the amount of five percent (5%) of the remaining unearned portion of the contract sum set forth above as reasonable liquidated damages. The administrator shall provide a written request to the Superintendent at least thirty (30) days prior to the date by which the administrator seeks to be released from his/her obligations under the contract. The written request must include the following:
  - a. an explanation of the reasons for the requested release;
  - b. a separate, signed letter of resignation;
  - c. payment for the liquidated damage sum referenced above.

The Board of Trustees of the School District retains the discretion to waive the payment of liquidated damages in instances where the administrator's request for release is based on unforeseeable circumstances such as severe personal or family illness, family deaths, or similar circumstances. Any request for waiver made under such circumstances will include adequate documentation submitted with item "a" above. Any decision by the Board as to a requested waiver will be final.

7. **Administrator Obligations:** The administrator will be required to comply with the provisions of State and Federal laws pertaining to the duties of the administrator's; to comply with all rules, regulations and policies of the Board of Trustees, copies of which are on file in the offices of the Superintendent and the Building Principal and which are made a part hereof by reference; and to faithfully observe and execute the directives of the Superintendent.
  
8. **Certification:** It is understood that the administrator either holds a valid administrative certificate under the laws of Montana, or will have obtained such a certificate within sixty (60) calendar days after administrator begins to perform services under this contract (§ 20-4-202, MCA); otherwise, this contract shall be void.

9. **Governing Law/Articles:** The rights and obligations of the parties to this contract shall be governed by (1) the laws of the state of Montana and (2) those policies which have been approved and adopted by the Board of Trustees, copies of which are on file in the offices of the Superintendent and the Building Principal and which are made a part hereof by reference.
10. **Modification:** This contract shall not be modified or altered except in writing and signed by both parties.
11. **Notices:** All notices shall be directed to the parties at their respective address last below written or such other address as either party may specify in writing to the other party.
12. **Severability:** If any term or condition of this contract shall be found invalid, void or unenforceable, the remaining terms and conditions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
13. **Execution:** This contract shall not be deemed a binding agreement until executed by the Chairperson/Vice Chairperson and Clerk of the Board of Trustees and returned signed by the Employee within the time limits set forth in ¶ 4 above.

IN WITNESS WHEREOF, the parties hereto cause this agreement to be duly signed in original and copy on the day and year first above written.

**EMPLOYEE**

**SCHOOL DISTRICT NO. 9**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Chair, Board of Trustees

SSN: \_\_\_\_\_

**ATTEST:**

Folio/License No: \_\_\_\_\_

By: \_\_\_\_\_

Mailing Address:

District Clerk  
129 First Avenue SE  
P.O. Box 610  
Browning, MT 59417  
Tel: 406-338-2715; Fax: 406-338-2708

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