

Browning Public Schools
Board Agenda Request
Meeting to Be Held: July 27, 2022



Recognition: ☐ Students ☐ Staff ☐ Parents
Information: ☐ Building Report ☐ Old Business ☐ Superintendent's Report
Action: ☐ Resignation ☐ 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

Date: July 13, 2022

To: Corrina Guardipee-Hall
 Superintendent of Schools

From: John Salois
Title: Director of Human Resources

Subject: Request for Waiver of 5% Penalty for Early Release from Contract 2022-2023

Description: Everett Armstrong is requesting that the School Board waive the 5% liquidated damages for early release of his Student Activities Director contract due to early resignation from his 2022-2023 professional technical contract. Resignation was submitted July 13, 2022, but contract Section 6 (six) states that the employee shall provide a written request to the Superintendent at least thirty (30) days prior to the date by which the Employee 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.

Financial Impact: \$1,302.10

Attachment(s): Employee Contract (Section 6: Resignation, is relevant section)

Superintendent Action: ☐ Approve ☐ Denied ☐ Deferred Initial & Date _____

Comments: _____

Board Action: ☐ N/A (Info) ☐ Approved ☐ Denied ☐ Tabled to: _____

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Browning Public Schools
SCHOOL DISTRICT NO. 9
EMPLOYMENT CONTRACT (2022-2023)
(Non-Certified, 12-Month Position, FLSA Exempt, PERS)



THIS AGREEMENT is made and entered into this 25th day of May, 2022 by and between the Board of Trustees, Glacier County School District No. 9, Browning, Montana ("School District") and **Everett Armstrong** ("Employee").

W I T N E S S E T H

1. **Employment:** The School District agrees to employ the Employee as Director of Student Activities, and the Employee agrees to perform 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, 2021 through June 30, 2022 for 260 days. (Throughout this contract, the term "Superintendent" means the District Superintendent or his/her designee).
2. **Compensation:** In consideration for the Employee's services, the School District agrees to pay the Employee the total sum of **Twenty Six Thousand Forty-Two Dollars (\$26,042.00)**, payable in twenty-six (26) equal installments. The Employee'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 Employee's next payment by any overpaid amounts.
3. **Benefits:** During the term of this contract, the Employee shall be entitled to the following benefits in addition to the annual salary set forth above: (a) annual and sick leave under Title 2, Chapter 18, Part 6, MCA; (b) Public Employees' Retirement System; and (c) health insurance program as adopted and provided by the School District for certified staff. (Employee 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 Employee (computed hourly based on 8-hour day).
4. **Notice:** This contract shall serve as notice of election to the Employee for the above-referenced school year. In the event that the Employee 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 Employee to sign and return the contract within that time period shall constitute conclusive evidence of his/her non-acceptance of the tendered position.

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5. **Performance/Termination:** This contract is signed by the Employee with the full intention of fulfilling the same. 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.
6. **Resignation:** The Employee 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 Employee 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 Employee shall provide a written request to the Superintendent at least thirty (30) days prior to the date by which the Employee 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 Employee'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. **Employee Obligations:** The Employee will be required to comply with the provisions of State and Federal laws pertaining to the duties of the position; 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. **Renewal:** The parties recognize that the term of this contract extends only from the beginning and ending dates set forth in ¶ 1 above. The Employee acknowledges that no promises or representations have been made concerning any renewal of this contract and that s/he has no expectation of continued employment with the School District beyond the express term of this contract.
9. **Termination:** This contract may be terminated by the School District during its term for good cause, which includes but is not limited to, reasonable job-related grounds for dismissal based on a failure to satisfactorily perform job duties, disruption of the School District's operations, or other legitimate business and/or educational reasons.

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10. **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.
11. **Modification:** This contract shall not be modified or altered except in writing and signed by both parties.
12. **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.
13. **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.
14. **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.: _____

Mailing Address: _____

By: _____
District Clerk
129 First Avenue SE
P.O. Box 610
Browning, MT 59417
Tel: 406-338-2715 Fax: 406-338-3200