

Browning Public Schools
Board Agenda Request
Meeting to Be Held: 11/12/19



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: 11/5/19

To: **Corrina Guardipee-Hall**
 Superintendent

From: John E Salois
 Title: Human Resources Director

Subject: **Contract Modification 2019-2020**

Description: Tracey Thomas has requested a transfer from Browning Middle School Assistant Principal to 2nd grade teacher at BES. Her contract will change from 215 Day Administrator to 187 Day Certified MA10/5.

Financial Impact: \$38,798.00, prorated from \$53,742.00

Funding Source (Budget/grant, etc.):

Attachment(s): 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
TEACHER EMPLOYMENT CONTRACT, Pro-rated (2019-2020)

THIS AGREEMENT is made and entered into this 12th day of November 2019, by and between the Board of Trustees, Glacier County School District No. 9, Browning, Montana ("School District") and **TRACEY THOMAS** ("Teacher").

WITNESSETH

1. **Employment:** The School District agrees to employ the Teacher and the Teacher agrees to teach and perform related professional services, as and where assigned by the Superintendent, for a period of not less than 131 days of classroom instruction. In addition to the classroom instruction days, there will be a maximum of 4 days for, teacher in-service training, parent-teacher conferences, and teacher checkout for a total of 135 days commencing on October 31, 2019 and ending on June 3, 2019. Such days are according to the adopted Teachers Calendar, including school make-up days.
2. **Compensation/Benefits:** In consideration for the Teacher's services, the School District agrees to pay the Teacher the sum of **Thirty-Eight Thousand Seven Hundred Ninety-Eight Dollars (\$38,798.00)** dollars, prorated from **Fifty-Three Thousand Seven Hundred Forty-Two Dollars (\$53,742.00)** dollars payable in **Nineteen (19)** equal installments. The Teacher'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 reduce the salary amount to the proper level and to recover any prior overpayments. In no event will the School District be obligated to increase the salary amount, unless otherwise required by the Master Contract Agreement. The Teacher shall be entitled to benefits and leave provided in the Master Contract Agreement as applicable.
3. **Notice:** This contract shall serve as notice of election or reelection to the Teacher for the above-referenced school year, and unless the Teacher shall accept, sign and return this contract to the office of the District Clerk **twenty (20) days** from the date hereof, by December 2, 2019, the offer of employment contained herein shall be deemed withdrawn.
4. **Performance/Termination:** This contract is signed by the Teacher with the full intention of fulfilling the same. In the event this contract is terminated by application of state law prior to the expiration of its terms, the contract sum shall be prorated on the basis of the number of contract days performed in the school year. Substantial and material nonperformance of this contract may be referred to the State Board of Public Education.
5. **Teacher Obligations:** The Teacher will be required to comply with the provisions of State and Federal

laws pertaining to the duties of teachers; to comply with all rules, regulations and policies of the Board of Trustees, copies of which are on file in the offices of the District Superintendent and the Building Principal and which are made a part hereof by reference; and to faithfully observe and execute the directives of the District Superintendent and the Building Principal.

6. **Teacher Certificate:** It is understood that the Teacher either holds a valid teaching certificate under the laws of Montana, or will have obtained such a certificate within sixty (60) calendar days after Teacher begins to perform services under this contract (§ 20-4-202, MCA); otherwise, this contract shall be void.
7. **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; (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 District Superintendent and the Building Principal and which are made a part hereof by reference; and (3) to the extent required by law, any Master Contract Agreement between the Board of Trustees and the exclusive representative of the Teacher.
8. **Modification:** This contract shall not be modified or altered except in writing and signed by both parties.
9. **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.
10. **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.
11. **Liquidation of Damages:** A teacher not facing discipline or discharge may be released from his/her contract provided the teacher makes payment for liquidated damages to the School District prior to release on the following schedule. The date the School District receives the teacher's letter requesting release is the date controlling the following schedule. The teacher shall provide a minimum of two-calendar week's notice. Any teacher requesting to be released from his/her individual teaching contract from June 20 – July 20 will pay four percent (4%) of the salary that teacher would earn pursuant to that contract as liquidated damages. Teachers requesting to be released from their individual teacher contract after July 20 will pay eight percent (8%) of the salary that teacher would earn pursuant to that contract as liquidated damages. The parties agree the School District incurs costs that are impractical or are extremely difficult to fix when a teacher breaches contract. Liquidated damages are to cover the impractical or extremely difficult to fix costs. Jurisdiction and enforcement of this provision in the individual contract is through the 9th Judicial District, 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.
12. **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 by the teacher within the time limits set forth in paragraph 3 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.

TEACHER

By: _____

Folio/Certificate No: _____

Mailing Address:

SCHOOL DISTRICT NO. 9

By: _____
Chair, Board of Trustees

ATTEST:

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