

Browning Public Schools
Board Agenda Request
Meeting to Be Held: 08/29/18



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: 08/24/18

To: **Corrina Guardipee Hall**
 Superintendent

From: Emorie Davis Bird
 Title: Human Resources Director

Subject: **Extended Contract for Extra Duty Supervisory Assignment/Babb 2018-2019 SY**

Description: Kari McKay, Babb Principal, is recommending an extended contract for an extra duty supervisory assignment for Jennifer Fenner-Augare as the lead teacher for Babb Elementary School for the 2018-2019 school year. Ms. Augare served in this capacity during 2017-18 school year.

Financial Impact: **\$7,670.00**

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): Stipend Contract

Approval: Superintendent's Office/Finance/Personnel as applicable (Initial) _____

Comments: _____

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

SCHOOL DISTRICT NO. 9
EMPLOYMENT CONTRACT (2018-2019)
EXTRA-DUTY SUPERVISORY ASSIGNMENT



THIS AGREEMENT is made and entered into this 29th day of August 2018, by and between the Board of Trustees, Glacier County School District No. 9, Browning, Montana (“School District”) and **Jennifer Fenner-Augare** (“Teacher”) for the purpose of setting forth the agreement of the parties for the performance of certain extra-duty supervisory duties as Supervising Teacher during the 2018-2019 school year.

W I T N E S S E T H

- 1) **Assignment:** The Teacher will perform management, administrative, and supervisory duties at the Babb Elementary School, as and where assigned by the Superintendent, for the 2018-2019 school year during the time period of the Teacher’s separate teaching contract (192 days) including five (5) additional days following the end of the 2018-2019 academic term. The Teacher acknowledges that these duties will include work beyond the regular school day.
- 2) **Term:** The term of this Agreement shall be generally from August 21, 2018 to June 7, 2019 (flexible according to added days). This Agreement shall expire on its own terms on the ending date set forth herein and no notice shall be required of either the expiration of this Agreement or any decision by the School District to not extend or offer another Agreement to the Teacher for any subsequent term. This Agreement may be terminated by the School District prior to the expiration of its term for good cause.
- 3) **Compensation:** In consideration for the Teacher’s services, the School District agrees to pay the Teacher a stipend in the total sum of **Seven Thousand Six Hundred and Seventy (\$7,670.00)** payable in twenty-three (23) equal installments. The Teacher’s stipend 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 stipend payments under this Agreement be incorrect, the School District shall be entitled to adjust the stipend amount to the proper level and to recover any prior overpayments by offsetting the Teacher’s next payment by any overpaid amounts. For purposes of proration, the stipend consists of:
 - a) Extra days and duties, 5 days following the end of academic term) @ \$235.00 per day for a total of \$1,175.00 (increase dependent upon completion of Certified negotiations).
 - b) Extra duties (1 hour per day after regular Teacher Contract) 192 PI days @ \$33.83 for a total of \$6,495.00 (increase dependent upon completion of Certified negotiations).
- 4) **Benefits:** The Teacher will not accrue or receive any leave or health insurance benefits in connection with this extra-duty assignment and may not utilize any leave earned or accrued under Teacher’s separate teaching contract with the School District. The parties agree, however, that contributions will be made to Montana Teachers’ Retirement System by both parties with respect to the compensation provided for herein.
- 5) **Nature of Assignment:** The parties understand and agree that this assignment is limited to the term set forth above and that the Teacher has no right to the renewal of this Agreement. The Teacher understands that this assignment is separate and apart from Teacher’s contract of employment with the School District as a teacher and that this Agreement creates no right to any renewal of its terms or to any tenure in this assignment or the compensation provided for herein.
- 6) **Collective Bargaining Agreement:** The parties agree and acknowledge that this Agreement is an extra-duty supervisory assignment that is separate and apart from the Teacher’s contract of employment with

the School District and that this assignment and Agreement are not subject to the Master Contract governing the Teacher's separate contract of employment with the School District.

- 7) **Teacher Obligations:** The Teacher 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 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.
- 8) **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 District Superintendent and the Building Principal and which are made a part hereof by reference.
- 9) **Modification:** This contract shall not be modified or altered except in writing and signed by both parties.
- 10) **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.
- 11) **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.

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

SCHOOL DISTRICT NO. 9

By: _____

By: _____
Chair, Board of Trustees

SSN: _____

ATTEST:

Folio/Certificate 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