Browning Public Schools EMPLOYMENT CONTRACT (2017-2018) Extended Teaching Assignment (Hourly Rate)



This Agreement is made and entered into February 1, 2019 by and between the Board of Trustees, Glacier County School District No. 9, Browning, Montana ("School District") and **Matthew Swenson** ("Teacher").

WITNESSETH

1. **Assignment:** The Teacher agrees to accept and perform, in all respects, the following temporary extra-duty assignment to perform professional services in accordance with School District policies and school procedures and rules including those established under the described program:

Program: SPED Supervisor for Assignment: Jill Mattingly

Location of Assignment: Browning Middle School and Napi Elementary

Scope of Work: Complete IEP's and IEP meetings for two vacant SPED positions. Submit timesheet(s) through payroll documenting days worked.

Term: The term of this contract will be for 2/1/2019 and 5/31/2019 and shall expire on its own terms on the ending date stated therein. Scheduled hours during the term total of one hundred forty-five (145) hours, excluding weekends (except Saturdays if scheduled) and holidays.

- **2.** Compensation: In consideration for the Teacher's services, the School District agrees to pay the Teacher up to \$\frac{\$6182.20}{200}\$ according to established payroll procedures based upon approved timesheets. Such compensation is based upon the hourly rate of (\$\frac{\$42.64}{200}\$) for the scheduled days shown above. Should any payments under this contract be incorrect, the School District shall be entitled to reduce the contract sum to the proper level and to recover any prior overpayments. Compensation is for services performed by the Teacher outside of regular school hours/instruction and shall not duplicate, in any manner, other compensation Teacher receives in some other capacity, exclusive of banked leave, with the School District (MCA 2-2-104 et seq.).
- 3. No Right To Renewal: The parties agree that this assignment is temporary in nature and that it is not within the Teacher's primary responsibilities. The Teacher has no right to the renewal of this contract or to tenure as a result of this assignment. Notice of non-renewal is not required for this contract to expire without renewal, and the Teacher understands and agrees that this agreement creates no right to this assignment or the compensation provided for on a continuous basis. To this extent, the Teacher waives any right to the continuation of this assignment or the monetary compensation beyond the term for which this assignment is expressly designated.
- **4. Benefits:** This assignment is entirely separate from any yearly teaching contract. Except for retirement benefits, the Teacher will not accrue benefits or leave of any kind during the term of and as a result of this contract. The Teacher may not use leave earned or accrued pursuant to a yearly teaching contract in place of work time under this assignment.
- **Termination:** This contract may be cancelled, without penalty, upon the occurrence of (1) cancellation of the need which gave rise to this contract, (2) filling of positions which duties are being covered under this contract (3) mutual consent of the parties. Notwithstanding the foregoing, the School District may terminate this contract before it expires for good cause.
- **6. Exclusivity:** The parties agree that this assignment is not subject to the Teacher's collective bargaining agreement.

TEACHER	SCHOOL DISTRICT NO. 9	
Ву:	Ву:	
Budget Accounts	Chair, Board of Trustees	
<u>115.76.160.1700.120.360</u> (100 %)	ATTEST:	
	By:	