

Browning Public Schools
Board Agenda Request
Meeting to Be Held: 12/30/2019



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: 12/23/19

To: **Corrina Guardipee Hall**
 Superintendent

From: John Salois
 Title: Human Resources Director

Subject: Hiring: Middle School Assistant Principal 2019-2020

Description: Recommend hiring Raquel Little Plume for the Middle School Assistant Principal position. Raquel's contract will be 215 days with a salary of \$68,831.00 pro rated for 115 days for the remainder of the 2019-2020 school year.

Financial Impact: \$36,817 (pro-rated)

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

Attachment(s):

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

Comments: _____

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



Browning Public Schools Hiring Selection Report

Position BMS Assistant Principal		Applicant Recommended Raquel Little Plume	
Department/Location BMS		Supervisor Angela Heavy Runner	
Type of Position Administrator	Starting Date January 6, 2020	Term 215 Day Position: pro-rated @ 115 days	

Recruiting.	Date Posted: 11/13/19	Re-advertised: 12/3/19	Closing Date: until filled
Comments:			

No.	Applicants Name (Alphabetical by Last Name)	Date Application Received	Minimum Requirements Met?	Date Interviewed
	Raquel Little Plume	11/7/19	Yes	12/20/19
	Wilma Mad Plume		Yes	12/20/19

Interview Committee	Title	Name	Title
Angela Heavy Runner	BMS Principal		
William Huebsch	BHS Assistant Principal		
Sheila Hall	BES Principal		

Recommendation:
<p>Raquel Little Plume: she is familiar with and has experience in the day to day operations of BMS and the BMS behavior initiative (MTSS). Raquel is experienced in facilitating the policies and protocols of BMS and knows the students in the building. She currently holds an Associate of Science, and a Bachelor of Education. She will complete her MA in Educational Leadership in May of 2020 but will be in an administrative internship program if approved for this position.</p>

Pre-Employment Requirements	Date Initiated	Completed? (Y)es (N)o	Results Received (Negative = OK)
Drug test	On File	Yes	Negative
State & Federal Criminal background check	On File	Yes	Negative
Tribal Background check	On File	Yes	Negative

Salary: \$36,817.00 Pro-rated from \$68,831.00 Placement:	Contract Days: 115 Days-pro-rated from 215 days
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Prepared by: John E. Salois Date 8/23/19 Approved by: _____ Date: _____

Browning Public Schools
SCHOOL DISTRICT NO. 9
EMPLOYMENT CONTRACT (2019-2020)



(Certified Position w/ Administrative Endorsement, 11-Month FLSA Exempt)

THIS AGREEMENT is made and entered into this 30th day of December 2019, by and between the Board of Trustees, Glacier County School District No. 9, Browning, Montana ("School District") and **Raquel Little Plume** ("Administrator").

W I T N E S S E T H

1. **Employment:** The School District agrees to employ the administrator as Browning Elementary School Assistant Principal, 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 January 6, 2020 through June 19, 2020, for a total of 115 days, inclusive of all PI and PIR days. 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 **Thirty-Six Thousand Eight Hundred Seventeen Dollars (\$36,817.00)**, Pro-Rated from **Sixty-Eight Thousand Eight Hundred Thirty-One Dollars (\$68,831.00)** payable in twelve (12) 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: (a) sick leave, 15 days, with unlimited accumulation (unused leave on termination payable at \$70.00 per day); (b) personal leave, nine (9) days, deducted from sick leave; **Minus any Sick and/or Personal Leave used between August 20, 2019 and January 5, 2020** (c) Montana Teacher's Retirement System; and (d) 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) calendar 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 perform any curricular or extra-curricular assignments given him/her by the Superintendent to the extent they are not otherwise provided for herein and further 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: _____

Folio/License No.

Mailing Address:

By: _____

Chair, Board of Trustees

ATTEST:

By: _____

District Clerk

129 First Avenue SE

P.O. Box 610

Browning, MT 59417

Tel: 406-338-2715 Fax: 406-338-3200