

Browning Public Schools
Board Agenda Request
Meeting To Be Held: August 10, 2021



Recognition: Students Staff Parents
Information: Building Report Old Business Superintendent's Report
Action: Resignations 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: August 3, 2021

To: Corrina Guardipee-Hall
 Superintendent of Schools

From: John E. Salois
Title: Director of Human Resources

Subject: Waiver of 8% Penalty Fee for Early Resignation 2021-2022

Description: - Jenna Skunkcap is requesting that the School Board waive the 8% liquidated damages for early release of her contract due to her resignation from her 2021-2022 teaching contract. Resignation submitted July 19, 2021, but Contract Section 11 states that two (2) weeks' notice must be given. This would move her effective date to August 2, 2021. Liquidated damages would be 8%

Financial Impact: \$3,532.24

Attachment(s): Teacher Contract (Section 11: Liquidation of Damages, is relevant section)

Superintendent Action: Approved Denied Deferred Initial & date: _____

Comments: _____

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



Browning Public Schools
SCHOOL DISTRICT NO. 9
TEACHER EMPLOYMENT CONTRACT (2021-2022)

THIS AGREEMENT is made and entered into pursuant to §§ 20-4-201 and 20-4-301 MCA this 24th day of March, 2021, by and between the Board of Trustees, Glacier County School District No. 9, Browning, Montana (hereinafter "School District") and **Jenna Skunkcap** (hereinafter "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 180 days of classroom instruction. In addition to the classroom instruction days, there will be a maximum of 7 days for pupil orientation, teacher in-service training, parent-teacher conferences, and teacher checkout for a total of 187 days. Such days are according to the teacher adopted Academic 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 **\$44,153.00** payable in twenty-six (26) 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) calendar days**, of his/her acceptance of this contract and failure to notify the Board of Trustees shall be regarded of conclusive evidence of his/her non-acceptance of this contract and employment/continued employment with Glacier County School District No. 9.
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 as set forth in paragraph 11, below.
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 at District # 9, Glacier County, Browning, Montana, will be released from their teaching contract provided the teacher makes payment for liquidated damages to the school district prior to release on the following schedule. The date the teacher sets forth as their release date (last day of employment - date of separation) is controlling on the following schedule.
- A. The teacher shall provide a minimum of two (2) weeks (14 calendar days) notice. If the teacher fails to provide a minimum of two (2) weeks advance notice, the teacher's release date (last day of employment date of separation) will move forward to provide two (2) weeks notice on the following schedule.
 - B. A teacher wishing to be released from this contract before June 20th pays no liquidated damages.
 - C. A teacher wishing to be released from this contract starting June 20 through July 20, will pay 3% of the Teacher's salary as liquidated damages.
 - D. A teacher wishing to be released from this contract after July 20th and/or during the school year will pay 8% of the Teacher's salary as liquidated damages.
 - E. The parties agree the school district incurs costs that are impractical or extremely difficult to fix when a teacher breaches a contract. Liquidated damages are to cover these.
 - F. Jurisdiction and enforcement of this provision is through the District Court, 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.

If the above conditions have been met, the Board shall accept the resignation of a teacher under contract and shall not attempt to have the teacher's certification revoked or suspended. This whole section applies to all bargaining unit members with no exceptions and/or waivers.

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.

The wages, days, hours, benefits and/or working conditions stated herein are subject to and controlled by Master Contract Agreement between the Board of Trustees and the exclusive representative of the Teacher.

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: J. L. Jell

SSN: 12167

Folio/Certificate No: _____

Mailing Address: P.O. Box 2803
Browning MT-59417-

ATTEST:

SCHOOL DISTRICT NO. 9

By: [Signature]
Chair, Board of Trustees

By: [Signature]
District Clerk
P. O. Box 610
129 First Avenue S. E.
Browning, MT 59417