

Browning Public Schools
Board Agenda Request
Meeting To Be Held: April 19, 2022



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- 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
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Date: April 12, 2022

To: Corrina Guardipee-Hall
 Superintendent of Schools

From: John E Salois
Title: Director of Human Resources

Subject: MOU between BPS and Browning Federation of Teachers 2022-2023 & 2023-2024

Description: Corrina Guardipee-Hall is recommending an MOU between the Browning Federation of Teachers and Browning Public Schools for a stipend for Special Education Teachers be approved. The MOU is for the 2022-2023 and 2023-2024 Academic years. It will help with recruitment and retention of hard to fill Special Education Teacher positions.

Financial Impact: BPS Currently has 13 SPED positions. If all were filled the financial impact will be \$39,000.00 per year

Funding Source: N/A

Attachment(s): MOU

Superintendent Action: Approved Denied Deferred Initial & date: _____

Comments: _____

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

MEMORANDUM OF UNDERSTANDING

Between
Browning Federation of Teachers
&
Browning Public Schools

The Browning Federation of Teachers, herein referred to as the Union, and the Browning Public Schools, herein referred to as the District agree to the following provisions regarding hard to fill special education teaching positions for the duration of the current bargained agreement. The stipend will be for on-site teachers only, who are currently certified and have their SPED endorsement through the Montana Office of Public Instruction on file with the District Human Resources Office. These provisions will be reevaluated while bargaining a successor agreement.

1. This agreement will be in effect for the remainder of the 2021-2024 bargained agreement.
2. The payment amount will be:
 - a. \$3000 for the 2022-2023 school year.
 - b. \$3000 for the 2023-2024 school year.
3. Payment will be released as per the following: \$1,500 to be paid in the first pay period of December and \$1,500 to be paid on the final pay period of the academic year
4. Individuals who voluntarily separate from the district's employment prior to the end of the school year for reasons other than medical, or discipline shall be required to reimburse the District (or have the amount withheld from the final check) an amount prorated to reflect PI/PIR days worked and PI/PIR days remaining at the time the bargaining unit member leaves the District's employment.
5. These provisions will be reevaluated while bargaining a successor agreement.

As has been the mutual understanding of the Association and the District, this MOU is not an attempt to negotiate or re-negotiate a contract issue. This letter after being signed by both parties is with the understanding that it will not be used by either party at any future time for any purposes whatsoever.

This MOU is subject to the grievance and arbitration articles of the collective bargaining agreement between the District and Federation.

Dated this _____ day of _____, 2022.

BROWNING PUBLIC SCHOOLS
AUTHORIZED REPRESENTATIVE

BROWNING FEDERATION OF TEACHERS
AUTHORIZED REPRESENTATIVE

By _____

By _____

Title _____

Title _____