

Browning Public Schools
Board Agenda Request
Meeting To Be Held: January 31, 2024



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: 1/22/24

To: Corrina Guardipee-Hall
 Superintendent of Schools

From: Bev Sinclair
Title: Director of Human Resources

Subject: MTSBA Labor Relations Annual Fee and Maintenance Services 2023-2024

Description: Commencing with the execution of this Agreement, the District will automatically become a member of MTSBA's Labor Services Maintenance Program for an initial period of five (5) years. As part of MTSBA's Labor Services Maintenance Program, the District will be provided with the following services: a) Access to MTSBA's Collective Bargaining Trainings and materials at no additional charge for trustees, administrators and clerks/business managers each year; b) Up to two (2) hours of labor services credit for review of the District's collective bargaining agreements; and c) Cost-out analysis for proposed salary increases. The initial annual fee for MTSBA's Labor Services Maintenance Program is \$1,000.00. The annual maintenance fee will be adjusted periodically. At the conclusion of the five-year period, the District and MTSBA may extend the maintenance part of this agreement for another five (5) years and beyond if agreed to between the parties. Unless the District expressly opts out of the Maintenance Services (and the value-added services under MTSBA's Maintenance Services Program) providing MTSBA with written notice that the District does not wish to utilize MTSBA's Labor Services Maintenance Program. At the time of execution of this Agreement, the District will be provided with the additional maintenance services and agrees to pay the annual fee.

Financial Impact: \$1,000.00 per year

Attachment(s): Agreement

Superintendent Action: Approved Denied Deferred Initial & date: _____

Comments: _____

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



LABOR SERVICES AND MAINTENANCE AGREEMENT

THIS AGREEMENT is entered into by and between Montana School Boards Association (“MTSBA”) and the Browning School District (“the District”).

1. Scope of Services.

In addition to those services provided under MTSBA’s Labor Services Maintenance Program as set forth in Paragraph 4 below, MTSBA agrees to provide labor services for the District as follows and **as requested by** the District in accordance with the fee schedule established in Paragraph 2 below:

1. Review the District’s Collective Bargaining Agreement(s) and provide the District with a comprehensive memorandum analyzing provisions in the agreement, identifying potential problem areas and making recommendations for possible language changes;
2. Solicit and incorporate feedback from the District as to the challenging/problem provisions of the contract;
3. In consultation with the District, MTSBA will provide the District with a recommended prioritized list of items for negotiations;
4. We will meet with the District to discuss proposed language changes, past practices that might have an impact on ambiguous language, strategies on priorities for language changes and strategies for face-to-face negotiations;
5. We will assist the District in development of a strategies for broad-based and/or bargaining parameters;
6. We will advise the District from behind the scenes during negotiations;
7. We will act at as the District’s representative at the bargaining table;
8. We will provide the District with a redline/strikeout version of the agreement and will prepare the final agreement;
9. Facilitated Collective Bargaining Services; and/or
10. Other customized labor services.

2. Fees.

The fees are based on the time spent by attorneys/consultants who perform services identified hereinabove and includes travel time. Our current billing rates for attorneys/consultants are as follows:
\$240.00 per hour for Debra Silk (Associate Executive Director/General Counsel);
\$210.00 per hour for Tony Koenig (Director Legal Services);
\$210.00 per hour for Kris Goss (Director of Policy Services/Senior Counsel);
\$210.00 per hour for Andrew Vigeland (Staff Attorney);
\$180.00 per hour for Andy Sever (Director of Labor Services); and
\$110.00 per hour for Paralegal Services.

Billing rates are adjusted from time to time.

3. Other Charges.

In addition to the fees set forth hereinabove, MTSBA will be reimbursed for all costs and expenses, including mileage, meals, hotels, etc. Reimbursement for fees and other charges shall be made within thirty (30) days of the date they are billed to the District.

4. Annual Fee and Maintenance Services.

Commencing with the execution of this Agreement, the District will automatically become a member of MTSBA’s Labor Services Maintenance Program for an initial period of five (5) years. As part of MTSBA’s Labor Services Maintenance Program, the District will be provided with the following services:

- 1. Access to MTSBA’s Collective Bargaining Trainings and materials at no additional charge for trustees, administrators and clerks/business managers each year;**
- 2. Up to two (2) hours of labor services credit for review of the District’s collective bargaining agreements; and**
- 3. Cost-out analysis for proposed salary increases.**

The initial annual fee for MTSBA’s Labor Services Maintenance Program is \$1,000. The annual maintenance fee will be adjusted periodically. At the conclusion of the five- year period, the District and MTSBA may extend the maintenance part of this agreement for another five (5) years and beyond if agreed to between the parties. Unless the District expressly opts out of the Maintenance Services (and the value-added services under MTSBA’s Maintenance Services Program) providing MTSBA with written notice that the District does not wish to utilize MTSBA’s Labor Services Maintenance Program at the time of execution of this Agreement, the District will be provided with the additional maintenance services and agrees to pay the annual fee.

Montana School Boards Association:

_____ Signature

_____ Printed Name

Authorized Representative
Montana School Boards Association

Date: _____

School District:

_____ Signature

_____ Printed Name

Authorized Representative
Browning School District

Date: _____