

Browning Public Schools  
**Board Agenda Request**  
Meeting To Be Held: May 9, 2023



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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:**        May 2, 2023

**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 a REVISION to the 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. These revisions will help with recruitment and retention of hard to fill Special Education Teacher positions and accurate completion of special education documentation.

**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:** \_\_\_\_\_

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**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 **or are currently enrolled in a program of study for MT Special Education Certification and making adequate progress documented bi-annually (no later than January 30th and June 30<sup>th</sup> each year) through the submission of official transcripts.** 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.
    - i. **Changes to are retroactive to August 22, 2022**
  - 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
  - a. **Provisions of the December payment include; completion of all IEPs intended for update based upon the annual due date and submitted to the Special Services office for final review and accuracy.**
  - b. **Provisions of the June payment include; accurate completion of all IEPs intended for update based upon the annual due date and submitted to the Special Services office for final review and accuracy.**
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 \_\_\_\_\_