

**MODEL MEMORANDUM OF AGREEMENT BETWEEN
(Enter Local) SCHOOL DISTRICT (“District”)
AND THE
(Enter Local) EDUCATION ASSOCIATION (“Association”)**

Given the extraordinary circumstances and challenges presented by the COVID19 pandemic, the District and Association are entering into this Memorandum of Agreement (MOA) in response to mandatory closure of all Montana K-12 Schools as currently directed by the Governor. The parties agree to extend the terms of this MOA to cover all dates through June 30, 2020 when the school is subject to closure by order of the President, Congress, Montana Legislature, Governor, DPHHS or county department of health.

Any/all PI/PIR days previously scheduled shall be cancelled and replaced with the provisions herein.

All provisions contained within the labor agreement(s) governing workdays, breaks, prep periods and complaint and/or grievance timelines are hereby waived during this closure. However, as much as is reasonably possible, a bargaining unit member’s workday shall be of a similar length to that which is considered normal for that employee. i.e. a part time teacher would work part time etc.

During the term of this MOA, this MOA controls all working conditions currently existing between the District and all bargaining unit members as follows:

1. The worksite: District and employees shall follow CDC recommendations for maintaining workplace safety (e.g. social distancing, etc.) The District shall ensure that each worksite has adequate cleaning supplies, including cleaning solutions that are shown to kill the virus, hand soap, and if available, hand sanitizer.

2. Compensation and Benefits:

- A.** The District shall compensate and shall also maintain all health and other benefits for all bargaining unit members during any period of mandatory school closure as if bargaining unit members are on site attending to their normal and regular duties.

- B.** Non-certified, non-exempt bargaining unit members who are deemed essential to respond to necessary situations such as Custodial and Maintenance Staff, Secretaries, etc., shall be paid time and a half for hours worked in excess of 40 hours in a work week or as otherwise provided in the applicable current CBA, provided that such overtime hours must be pre-approved by the bargaining unit member’s supervisor(s)

3. Leave:

A bargaining unit member who is:

- 1) directed by a health professional or agency to be quarantined for 14 calendar days, either because of close contact with a person who is symptomatic of COVID-19 or because they have tested positive for COVID-19;
- 2) at higher than normal risk in the event of contracting COVID-19 due to age or an underlying medical condition (such as heart disease, lung disease, or diabetes); or
- 3) currently living with or providing care for a member of the bargaining unit member's immediate family who is symptomatic of or has tested positive for COVID-19;

shall be entitled to paid leave during the term of this MOA. Such paid leave will be in addition to, and shall not be deducted from, any accrued personal, vacation, or sick leave. The District shall be entitled to request medical documentation of any of the above circumstances. Approved leave taken for any reason other than the above circumstances shall be deducted from the appropriate type of leave accrued by the bargaining unit member.

4. Performance of Duties:

A. Bargaining unit members shall stay in contact with their immediate supervisor during this period of time through email and phone.

B. During this closure, teachers are expected to work cooperatively with their grade level and/or department members to create materials for students. Teachers may be asked to plan for and implement ongoing on-line or other digital learning and services for their students. Additionally, teachers shall work with the District to maintain connectivity to students and parents through the closure from a remote work location or from their classrooms.

C. Should the District require any bargaining unit member to return to their worksites during this period, the District shall adhere to the CDC guidelines.

D. Hourly bargaining unit members may be asked to perform functions that are outside their normal job duties to facilitate District operations.

5. Extra-duty/Extra-Curricular: Bargaining unit members who coach or supervise extra-curricular activities stipulated in the collective bargaining agreement shall be paid their full stipends in accordance with the collective bargaining agreement between the Board and the Association.

6. Making up lost instructional time: The District shall follow state and federal guidelines for waivers related to COVID-19. Should the State of Montana direct that student instructional time must be made up, the parties shall bargain over such changes to the school calendar and/or workday.

7. State and Federal laws: All state and federal laws, rules and regulations shall apply during this time unless specifically waived by the governing authority.

8. Precedent: This Agreement shall not be used as precedent or cited as practice by either the Board or the Association in any proceeding whatsoever except to enforce the terms of this Memorandum of Agreement.

THIS AGREEMENT is signed and dated this _____ day of _____ 2020.

FOR THE _____ SCHOOL DISTRICT:

Board Chair

Superintendent

FOR THE _____ ASSOCIATION:

President

*Add additional signature lines for other unions;
i.e. classified and certified.*

*FINAL VERSION – MTSBA and MFPE ENDORSED K-12 MODEL
MOU –MARCH 26, 2020*