

**MODEL MEMORANDUM OF AGREEMENT BETWEEN  
ROCKY BOY SCHOOL DISTRICT (“District”)  
AND THE  
ROCKY BOY CLASSIFIED EDUCATION ASSOCIATION (“Association”)**

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Given the extraordinary circumstances and challenges presented by the COVID-19 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. This MOA is effective for the period of March 28, 2020 through April 10, 2020. If the District is still prohibited from serving students on site after April 10, 2020, due to a closure order of the President, Congress, Montana Legislature, Governor, DPHHS or county department of health, the District and the Association may extend this MOA to cover the term of closure.

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, and 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, 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:**

Bargaining unit members who qualify for Emergency Paid Sick Leave (“EPSL”) and/or Paid Family Medical Leave Act Leave (“FMLA +”) under the Families First Coronavirus Response Act (“FFCRA”) will receive EPSL and FMLA+ upon submission of documentation demonstrating entitlement to the leave.

If a bargaining unit member is at higher than normal risk in the event of contracting COVID-19 because of an underlying health condition, the District will undertake efforts to modify the bargaining unit member's duties to allow remote or off-site performance. If the District is unable to modify the bargaining unit members' duties to allow remote or off-site performance, the District will provide [5] days paid administrative leave.

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. 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 District shall meet with Association representatives and establish a revised school calendar. If there is not consensus between the District and the Association, the Board will determine the revised calendar.

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

**7. 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 ROCKY BOY SCHOOL DISTRICT:*

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Board Chair

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Superintendent

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*FOR THE ROCKY BOY CLASSIFIED EDUCATION ASSOCIATION:*

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President

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