

DRAFT
K-12 Certified Bargaining Unit
MEMORANDUM OF AGREEMENT
BETWEEN
Browning Federation of Teachers ("Association")
and the
Browning School District #9 ("District")
Amended October 30, 2020

Given the extraordinary circumstances and challenges presented by the COVID-19 pandemic, the District and Association are entering into this Memorandum of Agreement (MOA), pursuant to which the parties agree as follows:

1. Term of Agreement:

This MOA shall take effect immediately upon the signature of both parties below, and shall remain in effect until June 30, 2021, unless revoked earlier by joint written agreement of the parties. Upon expiration of the term of the agreement, or upon joint written revocation by the parties, this MOA shall be of no further force and effect, and shall be removed from the Collective Bargaining Agreement (CBA) in the event that it has been attached thereto.

2. Effect on CBA and Conditions of Employment:

During the term of this MOA, this MOA modifies only those working conditions addressed herein. All provisions of the bargaining agreement not modified herein shall remain in full force and effect.

3. Health and Safety Plan:

In accordance with the Governor's School Reopening Guidelines and/or the District's policies and procedures, the District will provide training on the district's health and safety plan. Any/all training outside the adopted school year calendar will be compensated at the teachers' daily pay rate.

4. The Worksite:

A. The District and all teachers shall follow Centers for Disease Control (CDC) recommendations and comply with all state, Blackfeet Nation, and county health directives for maintaining workplace safety and the safety of students (e.g., social distancing, etc.) as set forth in District policy or procedure. The District shall provide Personal Protective Equipment (PPE) necessary to conform to CDC guidelines, adequate cleaning supplies, including cleaning solutions that are shown to kill the virus, hand soap, and hand sanitizer.

B. When issues arise concerning COVID concerns, both sides agree to meet and discuss concerns. Confidentiality will be a priority.

C. A safety plan and isolation room will be established in each building, in which teachers are working. The District and all teachers shall follow Blackfeet tribal directives, codes and recommendations and comply with all state and county health directives for maintaining

workplace safety and the safety of students (e.g., social distancing, etc.) as set forth in District policy or procedure.

D. Everyone in the building(s) shall wear a mask properly to help prevent the spread of COVID-19 and when within six feet of anyone else, unless they have a 504 and other arrangements shall be made to accommodate them. Weekly Professional Development, training and required meetings shall be held remotely, whenever possible. The District shall provide adequate professional development to properly use and maintain:

- a. One no-touch thermometer per teacher.
- b. Personal Protective Equipment (PPE) as necessary to conform to industry standards to maintain safety, masks and gloves will be provided by the District. Face shields, smocks, and shoe protectors will be provided for teachers as determined necessary by the appropriate supervisor.
- c. cleaning supplies in sufficient quantities to provide virus-free working conditions at least once each day, including cleaning solutions that are shown to kill the virus,
- d. hand soap,
- e. hand sanitizer with 80% alcohol,
- f. box(es) of gloves,
- g. and sufficient markers to mark off six feet on all floors.

E. The District shall suggest a COVID-19 viral test upon return to work in-person. If the certified employee is symptomatic without explanation, they may submit to a COVID-19 test and to submit its results. Anyone with a positive test will follow medical advice. Repeated testing of employees who have submitted a negative test and have no symptoms will not be needed. COVID-19 testing shall not be used as a form of harassment.

5. The Workday:

A. teacher's workday shall be of a similar length to that which is considered a normal duty day for that teacher and prorated for those working part time. Teachers will be available via phone or video conferencing during regular school hours when not teaching in person.

6. Compensation and Benefits:

The District shall compensate and shall also maintain all health and other benefits for all teachers performing designated job duties through teleworking approved by the District, as if those teachers are on site attending to their normal and regular duties. Teachers shall also be compensated for any time they are required by the District to be on "on-call" status.

- a. All certified staff in good standing shall retain their insurance for the duration of this agreement due to the pandemic. The employee will be responsible for their portion of the premium.

7. Leave:

A. A teacher who:

- a. Is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
- b. Has been advised by a health care provider to self-quarantine related to COVID-19;
- c. Is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
- d. Is caring for an individual subject to an order described in (a) or self-quarantine as described in (b); or
- e. Has been advised by a health care provider to work from home because they are at higher than normal risk for contracting COVID-19 due to age or an underlying medical condition;

shall be entitled to work remotely. Teachers satisfying any of the above conditions who are unable to perform their regular teaching duties remotely may, at the discretion of the District, be temporarily assigned to other duties which may be performed remotely.

Teachers who are unable to perform their regular teaching duties remotely and to whom the District does not assign alternate duties shall be provided paid leave in accordance with Families First Coronavirus Response Act (FFCRA) or any subsequent federal or state legislation providing for additional paid leave days. Teachers will also have access to any and all accrued sick or other leave provided under the applicable Collective Bargaining Agreement.

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.

B. A teacher whose child's school or childcare provider is closed or unavailable for reasons related to COVID-19 and is unable to obtain alternative childcare shall be entitled to work remotely. Teachers satisfying the above conditions who are unable to perform their regular teaching duties remotely may, at the discretion of the District, be temporarily assigned to other duties which may be performed remotely.

Teachers who are unable to perform their regular teaching duties remotely and to whom the District does not assign alternate duties shall be provided paid leave in accordance with Families First Coronavirus Response Act (FFCRA) or any subsequent federal or state legislation providing for additional paid leave days. Teachers will also have access to any and all accrued sick or other leave provided under the applicable Collective Bargaining Agreement.

The District shall be entitled to request 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.

C. Should the FFCRA expire with no successor legislation providing for COVID-related leave in effect, the District agrees to continue to offer the same two categories of leave addressed in the FFCRA, under the same conditions, restraints, and qualifications set forth in the FFCRA, until expiration of the term of this agreement, or until such time as the FFCRA is renewed or similar legislation providing for COVID-related leave is enacted, whichever occurs first. Teachers that have already exhausted FFCRA leave options will not be entitled to access the leave created by this paragraph. Should successor legislation be enacted providing for less leave than is

provided by the FFCRA, the parties agree to reopen and bargain the leave provisions of this MOA.

D. Any teacher who falls under one or more of the circumstances set forth in A or B above and exhausts all FFCRA leave and accrued paid leave shall have access to a sick leave bank established through the collective bargaining agreement, District policy, or other leave as follows: [specify other agreement of the parties here].

E. The District shall provide an additional two weeks of paid COVID Leave beyond the FFCRA Leave. Documentation of COVID -19 related issues shall be submitted and required.

8. Performance of Duties:

Remote

A. Any teacher working remotely due to quarantine, providing childcare for his/her children, caring for a member of the teacher's family, or if the teacher is at higher than normal risk of contracting COVID-19 due to age or underlying medical condition(s) (such as heart disease, lung disease, or diabetes), shall stay in contact with their immediate supervisor during this period of time through email and phone.

B. Whether working remotely or on site and adhering to the workday language in section 2 above, bargaining unit members 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 from a remote work location or from their classrooms.

C. Teachers satisfying any of the above conditions who are unable to perform their regular teaching duties remotely may, at the discretion of the District, be temporarily assigned to other duties which may be performed remotely. Teachers who are unable to perform their regular teaching duties remotely and to whom the District does not assign alternate duties shall be provided paid leave in accordance with Families First Coronavirus Response Act (FFCRA) or any subsequent federal or state legislation providing for additional paid leave days. Teachers will also have access to any and all accrued sick or other leave provided under the applicable Collective Bargaining Agreement.

D. 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.

E. A teacher whose child's school or childcare provider is closed or unavailable for reasons related to COVID-19 and is unable to obtain alternative childcare shall be entitled to work remotely. Teachers satisfying the above conditions who are unable to perform their regular teaching duties remotely may, at the discretion of the District, be temporarily assigned to other duties which may be performed remotely.

The District shall be entitled to request 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.

F. Any teacher working remotely due to quarantine, providing childcare for his/her children, caring for a member of the teacher's family, or if the teacher is at higher than normal risk of contracting COVID19 due to age or underlying medical condition(s), shall stay in contact with their immediate supervisor during this period of time through email and phone.

G. Whether working remotely or on site and adhering to the workday language in section 2 above, bargaining unit members 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 from a remote work location or from their classrooms.

On Site:

H. Teachers on school grounds shall wear a face covering. The District shall provide facial coverings to all employees, students, and visitors. Face shields provided by the District to those employees involved with instruction that would necessitate being able to see the instructor's face, such as but not limited to, language instruction or involving a student with a hearing impairment, as determined necessary by the appropriate supervisor. Face coverings shall be widely construed to include all manner of face coverings, including but not limited to medical-type coverings, cloth mask coverings, and /or devices worn in a fashion that fully cover the employee's nose and mouth. Face coverings shall be worn at all times with the exception of:

- a. When an employee is delivering instruction and maintaining a distance of six feet from individuals;
- b. When the employee is alone in an office or a classroom;
- c. When necessary to remove the face covering for brief periods when speaking with a guest in the event the employee cannot be understood;
- d. When eating or drinking, while maintaining a distance of six feet between individuals.

9. Extra-duty/Extra-Curricular:

A. Teachers who are tasked with additional teaching duties shall be compensated through additional pay **with additional plan time**. Students will not be added to a classroom unless social distancing is possible.

- a. Due to another unfilled position or another teacher's extended absence.
Teachers will be compensated at a rate of \$150 per day for Monday through Friday while assigned the extra teaching duties. Extra duties must be approved by the District Superintendent.

B. The District and teachers holding Extra Curricular contracts will determine the number of weeks for each extracurricular activity from the starting date to the conclusion of the duty. Salaries assigned to these positions will be divided by the number of weeks determined and teachers will be paid for each week of the activity during which job duties are performed. If the

District or any local, state or federal official determines the extra-curricular activity must stop, the District may stop paying the extra-curricular salary attached to those positions.

10. Making up lost instructional time:

The District shall follow Blackfeet Nation, state and federal guidelines for waivers related to COVID-19. Should the Blackfeet Nation or the State of Montana direct school closures and/or that the District make up student instructional time, the parties shall bargain over such changes to the school calendar and/or workday.

11. Tribal, State and Federal laws:

All Blackfeet Nation, state and federal laws, rules and regulations shall apply during this time unless specifically waived by the governing authorities.

12. 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 BROWNING SCHOOL DISTRICT #9:

Board Chair

Superintendent

FOR THE Browning Federation of Teachers:

President