

**MEMORANDUM OF AGREEMENT BETWEEN
HAVRE PUBLIC SCHOOL DISTRICT
AND THE
HAVRE EDUCATION ASSOCIATION AND
HAVRE PARAPROFESSIONAL EDUCATIONAL ASSOCIATION**

Given the extraordinary circumstances and challenges presented by the COVID-19 pandemic, the District and Associations are entering into this Memorandum of Agreement (MOA), in response to the Governor's directive, dated March 24, 2020 at 3:30pm, Mountain Standard Time, extending the closure of all public K-12 Schools through April 10, 2020. The parties agree to extend the terms of this MOA to cover all dates through June 30, 2020 if the schools are subject to additional closures by order of the President, Congress, Montana Legislature, Governor, DPHHS or county department of health.

Any/all PIR/PD 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 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 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.

Based on currently available information and clinical expertise, older adults and people of any age who have serious underlying medical conditions might be at higher risk for severe illness from COVID-19. Those at high-risk for severe illness from COVID-19 include

A. People aged 65 years and older

B. The CDC identifies the following as individuals who may possess high-risk medical conditions

- People with chronic lung disease or moderate to severe asthma
- People who have serious heart conditions
- People who are immunocompromised including cancer treatment
- People of any age with severe obesity (body mass index [BMI] >40) or certain underlying medical conditions, particularly if not well controlled, such as those with diabetes, renal failure, or liver disease.

Employees who possess the above-noted risk factors are authorized to coordinate teleworking duties, if possible, with their supervisor. The District agrees to compensate these individuals at their regular rate of pay for normally scheduled work or telework.

4. Performance of Duties:

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

- B.** During this time, teachers are expected to work cooperatively with their grade level and/or department members to create remote learning materials for students. Teachers shall plan for and implement off-site learning opportunities including but not limited to 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. Expiration and 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 14th day of April 2020.

FOR THE HAVRE PUBLIC SCHOOL DISTRICT:

Allen R. Couch

Board Chair

[Signature]

Superintendent

FOR THE HAVRE EDUCATION ASSOCIATION:

Synette Stutz

President

FOR THE HAVRE PARAPROFESSIONAL
EDUCATIONAL ASSOCIATION

Candy Chagnon

President