

**MEMORANDUM OF AGREEMENT BETWEEN
HAVRE PUBLIC SCHOOL DISTRICT (“District”)
AND THE
HAVRE EDUCATION ASSOCIATION (“Association”)**

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 December 31, 2020. 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 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. Compensation and Benefits: The School District will provide a one-time payment of \$500 to full-time employees and a one-time payment of \$250 to part-time employees who performed work outside the duty day during the COVID-19 Pandemic between September 8 and December 18, 2020. Part time employees are those defined as scheduled less than 20 hours per week. This compensation is provided in compliance with the guidance provided by the United States Department of the Treasury on October 19, 2020, and interpretation issued by the Governor’s Budget Office on December 10, 2020, regarding the use of the Coronavirus Relief Fund.

This figure represents pay for work performed outside the duty day and has been calculated based on the unique additional duties completed by staff to prepare for, respond to, and mitigate the effects of COVID-19 on the School District during the current school fiscal year from July 1, 2020, through December 30, 2020. The additional duties that were performed outside the duty day defined in the school calendar, position description, and Collective Bargaining Agreement included but are not limited to: coordinating with colleagues and public health officials to implement COVID-19 mitigation and response protocols; redeploying educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the employees’ ordinary responsibilities; cleaning and disinfecting classroom and common areas; securing and using personal protective equipment during the delivery of onsite or offsite instruction and related services; assisting students, parents, and the public with use of personal protective equipment; and meeting with students, parents, and public to assist in district operations and onsite or offsite instruction.

All of these additional duties were established and assigned to the employees based on School District policy, reopening plan, administrative procedure, collective bargaining agreement/memoranda of understanding, or public health guidelines adopted in response to the COVID-19 public health emergency. The employees agreed to complete these duties as part of their employment with the School District. The additional duties completed by the employees created an additional expense for the School District to maintain School District operations and student services during the COVID-19 public health emergency.

This compensation will be subject to all applicable payroll withholding. This compensation is provided to the employees who completed the additional duties and is not intended to be provided across-the-board to all employees. This compensation is not a bonus or a stipend. This compensation is not overtime as certified staff are exempt employees and are not eligible for overtime. The expenses related to these additional duties were not budgeted by the School District as of March 27, 2020.

This compensation will not be included in the calculation of the same salary guarantee for tenured employees for subsequent school years in accordance with Section 20-4-203, MCA.

4. State and Federal laws: All state and federal laws, rules, regulations, and accompanying guidance shall apply to this Agreement unless specifically waived by the governing authority. This Agreement is intended to comply with the guidance provided by the United States Department of the Treasury on October 19, 2020, and interpretation issued by the Governor's Budget Office on December 10, 2020, regarding the use of the Coronavirus Relief Fund and may be used as documentation of substantial compliance with applicable laws, regulations, or guidance.

5. Precedent: This Agreement achieves the mutual intent of the parties. The 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 Memorandum does not constitute a permanent change in the Master Agreement or set precedent for future matters.

THIS AGREEMENT is signed and dated this 17 day of DECEMBER 2020.

FOR THE HAVRE PUBLIC SCHOOL DISTRICT:

Aileen Couch
Board Chair

Guy Muelh
Superintendent

FOR THE HAVRE EDUCATION ASSOCIATION:

[Signature]
President

Witness:

Clerk