

**MEMORANDUM OF UNDERSTANDING
TO CONTRACT EFFECTIVE
July 1, THROUGH June 30,
by and between
State of Montana
Montana School for the Deaf and Blind
And
Montana School for the Deaf and Blind Federation of Teachers,
Local #4027, MFPE, NEA, AFT, AFL-CIO**

This Memorandum of Understanding (MOU) is entered into this 8/27/2020 by and between the State of Montana, Montana School for the Deaf and Blind (“Employer”), and Montana School for the Deaf and Blind Federation of Teachers, Local #4027 (“Union”).

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

1. **Term of Agreement:** This MOU shall take effect immediately upon the signature of both parties below, and shall remain in effect December 31, 2020, 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 MOU 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 MOU, this MOU 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 Employer’s policies and procedures, the Employer will provide training on the employer’s health and safety plan. Any/all training outside the adopted school year calendar will be compensated at the members’ daily pay rate. Management will continue to work with union reps as part of a COVID-19 committee regarding school safety and school reopening.
4. **The Worksite:** The Employer and all members shall follow CDC 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 Employer policy or procedure. The Employer 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 if available, hand sanitizer.
5. **The Workday:** A member’s workday shall be of a similar length to that which is considered a normal duty day for that member and prorated for those working part time.
6. **Compensation and Benefits:** The Employer shall compensate and shall also maintain all health and other benefits for all members performing designated job duties through teleworking approved by the Employer, as if those members are on site attending to their normal and regular duties. Members shall also be compensated for any time they are required by the Employer to be on “on-call” status.

7. Leave:

A. A member who:

- (a) Is subject to a Federal, State, or local quarantine or isolation order related to COVID19;
- (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. Members satisfying any of the above conditions who are unable to perform their regular duties remotely may, at the discretion of the Employer, be temporarily assigned to other duties which may be performed remotely.

Members who are unable to perform their regular duties remotely and to whom the Employer 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. Members will also have access to any and all accrued sick or other leave provided under the applicable Collective Bargaining Agreement.

The Employer 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 member 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. Members satisfying the above conditions who are unable to perform their regular duties remotely may, at the discretion of the Employer, be temporarily assigned to other duties which may be performed remotely.

Members who are unable to perform their regular duties remotely and to whom the Employer 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. Members will also have access to any and all accrued sick or other leave provided under the applicable Collective Bargaining Agreement.

The Employer 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. Any member 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 may have access to a sick leave bank established through State of Montana Operations Manual Sick Leave Policy if the employee has met enrollment criteria. Member would enter unpaid work status if they have exhausted all leave set forth in A and B above and were not enrolled in the State of Montana Operations Manual Sick Leave Fund. If members

were enrolled in the State of Montana Operations Manual Sick Leave Fund, they would enter unpaid status once any granted sick time is exhausted.

8. Performance of Duties:

A. Any member working remotely due to quarantine, providing childcare for his/her children, caring for a member of the member's family, or if the member 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 or any condition as outlined by the CDC), 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. Members may be asked to plan for and implement ongoing on-line or other digital learning and services for their students. Additionally, members shall work with the Employer to maintain connectivity to students and parents from a remote work location or from their classrooms.

9. Extra-duty/Extra-Curricular: Extracurricular activities will continue while students are on campus. The employer will continue with extracurricular activities listed in Section 2 of Addendum A-4 of the CBA and will not participate in athletics at this time.

The Employer and members holding Extra Curricular contracts will determine the number of weeks for each extracurricular activity from the starting date to the conclusion of the duty. Stipends assigned to these positions will be divided by the number of weeks determined and members will be paid for each week of the activity during which job duties are performed. If the Employer or any local, state or federal official determines the extra-curricular activity must stop, the Employer may stop paying the extra-curricular salary attached to that/those positions.

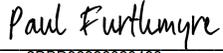
10. Making up lost instructional time: The Employer shall follow state and federal guidelines for waivers related to COVID-19. Should the State of Montana direct school closures and/or that the Employer make up student instructional time, the parties shall bargain over such changes to the school calendar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

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

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 8/27/2020.

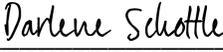
**For: State of Montana
Board of Public Education
Montana School for Deaf and Blind**

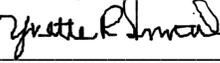
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Paul Furthmyer, Interim Superintendent
Montana State School for the Deaf and Blind

**For: Montana School for Deaf and Blind,
Federation of Teachers, Local #4027
MFPE, NEA, AFT, AFLCIO**

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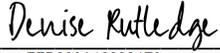
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