

MEMORANDUM OF AGREEMENT BETWEEN
KALISPELL PUBLIC SCHOOLS AND THE
KALISPELL FEDERATION OF CLASSIFIED PERSONNEL
2020-2021

Based on the Governor's order and in alignment with the Department of Homeland Security, all school employees are deemed essential and necessary to carry out the directives outlined in the Governor's plan, June 2020.

Given the extraordinary circumstances and challenges presented by the COVID19 pandemic, Kalispell Public Schools (KPS) and the Kalispell Federation of Classified Personnel (KFCP) are entering into this Memorandum of Agreement (MOA), under Article 30 of the 2019-2022 KFCP Collective Bargaining Agreement, in response to mandatory phased reopening plan of all Montana K-12 Schools as currently directed by the Governor. This MOA is intended to work in cooperation with the KPS Pandemic Operational Guidance which is designed to assist in planning for the safe operation of KPS during the 2020-2021 school year. The parties agree to the terms of this MOA for all dates identified in the most current Order of the Governor and reserve the right to revisit the terms of this MOA each time the Governor (or other official agency or entity) issues a new order. This MOA will expire on June 30, 2021.

All classified employees are expected to work on site or remotely as directed whether a classified employee is performing functions within or outside of their normal job duties to facilitate KPS operations.

The Board, at a special meeting on July 21, 2020, approved the modified 2020/2021 KPS calendar which will be used to define contracted workdays.

During the term of this MOA, in cooperation of the KPS Pandemic Operational Guidance, all working conditions currently existing between KPS and KFCP are as follows:

The Families First Coronavirus Response Act (FFCRA) which includes the Emergency Paid Sick Leave Act and the Emergency Family Medical Leave Expansion Act is in effect for all KPS employees through December 31, 2020.

Emergency Paid Sick Leave and Emergency Family Medical Leave is in addition to any accrued personal, vacation, or sick leave. FFCRA Leave will be fully exhausted prior to accessing an employee's leave banks. KPS shall be entitled to request medical documentation of any of the FFCRA circumstances.

KPS will follow and comply with the American with Disabilities (ADA) Act in working to accommodate certified employees who may qualify for FFCRA.

COVID-related Work Site:

1. The District and classified employees shall comply with all state and county health directives for maintaining workplace safety and the safety of students (e.g., social

distancing, wearing proper face coverings, and sanitizing adequately etc.) and may refer to applicable guidelines from the CDC.

2. The District shall establish a safe worksite by providing adequate cleaning supplies, including cleaning solutions that are shown to kill the virus, hand soap, and hand sanitizer.
3. To expedite filling essential positions and maintain the reopening of Kalispell Public Schools, Article 10.A of the KFCP CBA governing internal and external job posting requirements is suspended for the duration of this MOA.

Compensation Modifications:

1. Should a certified staff member need to teach remotely while quarantining and a classified staff member is assigned to manage the in-person classroom, Article 7, Section P, of the KFCP CBA applies. For the duration of this MOA, the classified staff member substituting will receive differential pay equal to \$3 per hour above their current hourly rate of pay. This benefit will retro back to the first day of the 20/21 academic year.
2. **Excess Personal Leave** as of 6/30/2020 will be cashed out in the 12/10/20 paycheck at 100% of the employee's daily rate of pay. Excess personal leave is defined as leave beyond the maximum allowable carryover.
3. **Compensatory time** carried over from the 19/20 school year and compensatory time earned prior to December 1, 2020 will be cashed out in the 12/10/20 paycheck at 100% of the employee's daily rate of pay. The use of comp time will not be allowed for the 20/21 school year. All comp time earned in the 20/21 school year will be paid out in June 2021.

Performance of Duties

1. KPS has the sole responsibility to determine remote work assignments. If a classified employee is required to quarantine due to exposure to COVID and is able to perform the essential functions of the position, KPS will attempt to allow the classified employee to temporarily work from home.
2. If a classified employee is agreeable and is able to supervise or work with students before or after school or during their designated lunch time, the classified employees will have the ability to flex their workday upon approval of their supervisor.


Evaluations: For the duration of this MOA, KPS and KFCP agree to suspend formal evaluations for classified staff who have completed their initial probation and who are not on a Plan of Improvement. Should a classified employee enter a Plan of Improvement during the term of this MOA, the classified employee will be evaluated using the already agreed upon evaluation tool.

Making Up Lost Instructional Time: KPS shall follow state and federal guidelines for waivers for COVID-19.

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

Precedent: This Agreement shall not be used as precedent or cited as practice by either KPS or the KFCP in any proceeding whatsoever except to enforce the terms of this MOA.

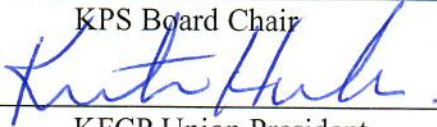
THIS AGREEMENT is signed and dated this ____ day of ____ 2020.



KPS Board Chair



KPS Superintendent



KFCP Union President



Attested by District Clerk