

**MEMORANDUM OF AGREEMENT BETWEEN  
KALISPELL PUBLIC SCHOOLS DISTRICT  
AND THE**

**THE KALISPELL FEDERATION OF CLASSIFIED PERSONNEL NO. 4164, MFPE,  
NEA, AFT, AFL- CIO**

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Based on the Governor's order and in alignment with Department of Homeland Security guidelines, all school employees are deemed essential and necessary to carry out the directives outlined in the Governor's order dated March 15<sup>th</sup>. We submitted a Plan of Action to the Governor's office on March 25<sup>th</sup> that complies with the four directives which include the following: Off-site learning instruction and structure, school meals consistent with the District's regular food program, supplies and services for Special Education Students with disabilities, and other services consistently provided to students. It is critical that the District carry out its Plan of Action to ensure continued full funding.

All school employees who do not fall under the FFCRA leave qualifications are expected to work on site or remotely as approved and directed by their supervisor or acting supervisor if an employee is performing functions that are outside of their normal job duties to facilitate District operations.

Given the extraordinary circumstances and challenges presented by the COVID19 pandemic, the District and Association are entering into this Memorandum of Agreement (MOA) in response to mandatory closure of all Montana K-12 Schools as currently directed by the Governor. The parties agree to extend the terms of this MOA to cover all dates through the current Order of the Governor and reserve the right to revisit the terms of this contract each time the Governor (or other official agency or entity) reissues a new order. This MOA will term on June 30, 2020.

The Board approved 2019/2020 District calendar will still be used to define contracted workdays. Any/all PI/PIR days previously scheduled shall be cancelled and replaced with the provisions here.

All provisions contained within the labor agreement(s) governing workdays, breaks, prep periods, evaluation processes and timelines 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 also 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. (Article 7, Section U, of the KFCP Collective Bargaining Agreement shall remain in place for the duration of this MOU)

B. All employees who are considered non-exempt will still be required to request advanced approval from their supervisor prior to working overtime. All overtime will be paid in accordance with federal law and in compliance with applicable CBA language.

**3. Leave:**

The Families First Coronavirus Response Act (FFCRA), which includes the Emergency Paid Sick Leave Act and the Emergency Family and Medical Leave Expansion Act is effective for all Kalispell Public Schools employees on April 1, 2020

A bargaining unit member who is:

1. Subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
2. Advised by a health care provider to self-quarantine due to concerns related to COVID-19;
3. Experiencing symptoms of COVID-19 and seeking medical diagnosis;
4. Caring for an individual who either is subject to a quarantine or isolation order related to COVID-19 or has been advised by a health care provider to self-quarantine due to concerns related to COVID-19;
5. Caring for a child whose school or place of care is closed (or child care provider is unavailable) for reasons related to COVID-19
6. Or, experiencing any other substantially similar condition specified by the Secretary of Health and Human Services.

Unused personal leave balances, exceeding maximum balance levels, may roll-over to the 2020-2021 school year.

A Bargaining unit member 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. Advanced approval is required for vacation and personal leave as dictated by the CBA.

**4. Performance of Duties:**

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

B. During this closure, classified staff are expected to work cooperatively with their grade level and/or department members to create materials for students. Classified staff may be asked to assist ongoing on-line or other remote learning and services for students. Additionally, classified staff shall work with the District to maintain connectivity to students and parents through the closure from a remote work location or on-site.

Final Approved

Date: 4/14/20

83 C. Should the District require any bargaining unit member to return to their worksites  
84 during this period, the District and members shall adhere to the CDC guidelines.

85 D. Hourly bargaining unit members may be asked to perform functions that are outside their normal  
86 job duties to facilitate District operations. Employees will be compensated no less than their current  
87 wage category regardless of job assigned. Also, if they are assigned to a higher pay grade they shall  
88 be compensated at that higher pay grade for the hours assigned.

89 **5. Extra-duty/Extra-Curricular:** Bargaining unit members who coach or supervise extra-curricular  
90 activities stipulated in the collective bargaining agreement shall be paid their full stipends in  
91 accordance with the collective bargaining agreement between the Board and the Association.

92 **6. Making up lost instructional time:** The District shall follow state and federal guidelines for  
93 waivers related to COVID-19. Should the State of Montana direct that student instructional time  
94 must be made up, the parties shall bargain over such changes to the school calendar and/or  
95 workday.

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

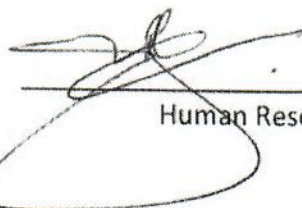
98 **8. Precedent:** This Agreement shall not be used as precedent or cited as practice by either the Board  
99 or the Association in any proceeding whatsoever except to enforce the terms of this Memorandum of  
100 Agreement.

101 THIS AGREEMENT is signed and dated this 14th day of April 2020.

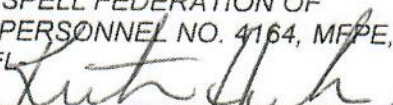
102 FOR the KALISPELL PUBLIC SCHOOLS DISTRICT:



Board Chair



Human Resource Director

OR THE KALISPELL FEDERATION OF  
CLASSIFIED PERSONNEL NO. 4164, MFPE,  
NEA, AFT, AFL  
CIO: 

President

Board Approval Date: 4/14/20