

Joint Press Release:

Contact Information:

Billings Public Schools

Montana Federation of Public Employees (MFPE)

Billings Education Association (BEA)

Billings Classified Education Association (BCEA)

MFPE Local 7770 Custodial Maintenance and Warehouse

Release Date: September 3, 2021

Billings, MT:

During negotiations between the Billings Public Schools and all three bargaining units, the district and the bargaining units agreed to the attached MOU.

The magnitude of the impact of COVID-19 on our community is extensive. We were happy to come to an agreement at the bargaining table that would make great strides towards minimizing that impact in our schools. It is our hope that we can continue to serve our communities' students together so that they can learn and thrive in Billings Public Schools.

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MEMORANDUM OF AGREEMENT

Date: September 3, 2021

Parties to the Agreement: Billings Education Association (BEA), Billings Classified Education Association (BCEA), MFPE Local 7770 and Billings Public Schools (the School District).

Effective Date: September 3, 2021

End Date: June 3, 2022

The Parties Agree:

1. Memorandum of Agreement Amendment. The parties agree the Memorandum of Agreement Amendment dated June 22, 2021, shall expire on September 3, 2021 instead of June 15, 2022..

2. Term of Memorandum of Agreement (MOA): This MOA shall take effect on September 3, 2021, and shall remain in effect until June 3, 2022, 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 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.

3. 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 agreements between the School District and the local units not modified herein shall remain in full force and effect. The bargaining units acknowledge the School District's "BPS Face Covering Guidelines and Requirements" dated August 22, 2021, issued pursuant to Policy 1905 and agree it modifies the working conditions of the School District's employees and governs employee conduct until further notice from the Superintendent. The Guidelines and Requirements are:

BPS Face Covering Guidelines and Requirements

Effective August 22, 2021, until further notice the following guidelines will be followed in all Billings Public Schools facilities. While indoors and while on any BPS transportation (First Student or other):

- Face coverings are required for all staff regardless of vaccination status.
- Face coverings are not required when outdoors.
- Face coverings are not required while eating/drinking.
- In some circumstances, staff may lower face covering while teaching, presenting, speaking or providing directions as long as they can maintain appropriate distance (6ft) from others. This decision will be left to the discretion of the individual staff member. However, face coverings should be used when working with small groups or individual students.
- When working alone, not with students or not with members of the public, staff may remove face coverings.
- To be determined by Staff, there may be opportunities for students for routine "mask breaks" throughout the day, if appropriate distancing can be maintained.
- For details regarding face coverings (types and proper use), BPS follows the CDC guidance titled: "[Your Guide to Masks](#)."

These guidelines will remain in effect until further notice and will be routinely reviewed. These guidelines may be modified, reduced, or extended. These are consistent with the guidelines Missoula County Public Schools are using.

Rationale: As provided by MT Chapter of the American Academy of Pediatrics, the CDC and MCCHD.

- Children younger than 12 years do not have the opportunity to be vaccinated, and will not likely have this opportunity until late fall/early winter.
- The Delta variant of this virus has now been detected in Montana, and this variant has been found to be much more contagious as well as even cause mild disease in vaccinated people. Cases and hospitalizations are increasing from earlier this month, and the Delta variant is rapidly becoming the predominant variant in Montana.

4. COVID Advisory Masking Committee:

The District agrees to form a COVID advisory masking committee consisting of 8 members. The Committee will be comprised of two BEA members, one BCEA member, and one MFPE Local 7770 member appointed by their respective presidents. It will also include two health professionals from the Billings community not employed by the district, the Superintendent, and one additional building level administrator appointed by the Superintendent. The committee will meet at least monthly during the term of this MOA and will serve in an advisory capacity to the Superintendent regarding required masking protocols. If the school board reclaims its decision-making power regarding masking, the COVID advisory committee will make recommendations to them under the same stipulations.

5. Compensation and Benefits:

The District shall compensate and shall also maintain all health and other benefits for all employees performing designated job duties through teleworking approved by the District, as if those employees are on site attending to their normal and regular duties.

6. Leave:

A. A bargaining unit member who:

- has tested positive for Covid-19 and been placed into isolation;
- 2) is directed by a health professional or agency to be quarantined because of a close contact with a person who has tested positive for COVID-19;
- 3) is currently living with or providing care for a member of the bargaining unit member's immediate family who has tested positive for COVID-19;

shall be provided paid leave through the COVID leave bank and then access to any and all accrued sick or other leave provided under the applicable Collective Bargaining Agreement.

In order to be eligible for the Covid Leave Bank medical documentation will be required for 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.

The District shall establish a 500 day Covid Leave Bank. Any employee described in item 6 A above may:

1. Utilize up to 10 days from the Covid Leave Bank (prorated per FTE).
2. After this leave of 10 days has been exhausted, the employee may have access to their own sick leave.

The Covid Leave Bank and the use of that Bank shall be evaluated by the District upon exhaustion of the 500 days.

7. Performance of Duties:

A. Bargaining unit members who are teachers shall not be responsible to perform both on-site instruction and remote or virtual learning Teachers may have access to remote instruction for a student who is temporarily removed from the classroom due to COVID exposure. Certified staff will not be required to create dual platforms for quarantined students, but they will provide work that can be accomplished independently so that the student is as up to date as possible with classwork upon their return.

B. The District agrees that additional work hours needed due to COVID-19 duties i.e. cleaning and disinfecting, clerical duties, etc shall be offered first to the members of that bargaining unit in which those duties are normally performed before the hiring of any temporary employees.

8. Remote: In the event of a school and/or classroom temporary closure due to COVID related reasons, a bargaining unit member who is a teacher shall be responsible for delivery of instruction in a remote environment for the duration of the closure, provided – if the Teacher is unable to provide instruction due to illness, the District will provide a substitute. The district will provide all necessary equipment and supplies, when requested, for delivery of instruction in a remote environment. Teachers will receive a half day of prep time in order to move their classroom to a remote setting each time a classroom or school is temporarily closed.

9. Virtual: The District is offering a virtual learning platform using accredited learning programs. The district shall make every effort to utilize current staff for remote learning. Any recording must comply with FERPA and other student confidentiality laws. Any audio or video cameras installed for remote learning shall be for teaching purposes only. Teachers may record their lessons with no recording of their person. Audio or video systems shall not be used for disciplinary or evaluation purposes or for any other purpose other than teaching.

10. MPEA Local 7770 members will be afforded one additional masking break per shift not to exceed 15 minutes due to the strenuous nature of their job.

11. Expiration and Precedent: This Agreement shall be effective from September 3, 2021, to June 3, 2022 and shall not be used as precedent or cited as practice by either the School District or the bargaining units in any proceeding whatsoever except to enforce the terms of this Memorandum of Agreement.

THIS AGREEMENT is signed and dated this 3rd day of September 2021.