

Memorandum of Understanding

This memorandum of understanding (MOU) is entered into by and between the Board of Trustees, School District No. 40 Frenchtown Montana, Frenchtown Classified Association and Frenchtown Education Association.

The parties hereby agree to the following:

Members of the Frenchtown Education Association (FEA) and Frenchtown Classified Association (FCA) will be able to donate sick leave days/hours to FEA and/or FCA during the 2020-2021 school year. This will be a straight hour for hour trade. One FEA day will equal eight (8) FCA hours for the purpose of this memorandum. No extra consideration or compensation will be given for the higher value of the sick leave days of the FEA members.

Article VIII, Section 8.10 of FEA Master Contract will be modified to include:

- a. Requests for donation of sick leave can also be made to all employees specified under Article II of the FCA Collective Bargaining Agreement.
- b. Employees as defined in Article I, Section 1.2, (Educators) can make multiple donations of sick leave if they continue to maintain the minimum required sick leave in their personal bank.
- c. Educators can donate sick leave to multiple persons unlimited times throughout the timeline agreed to in this MOU.
- d. All other provisions of the FEA Master Contract not modified in Section 8.10 shall remain in full force and effect.

Through this MOU the terms of FCA Collective Bargaining Agreement, Article VII, Section 7.10 are also modified as follows:

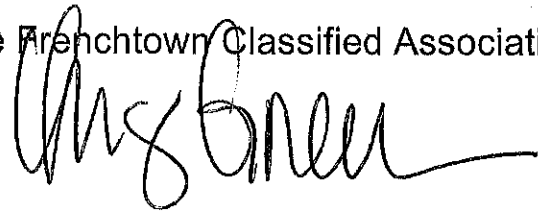
- a. Each member of the bargaining unit may donate unlimited number of hours to another member of the bargaining unit if it does not reduce their accumulated sick leave to less than sixty (60) hours.
- b. A member can make multiple donations to multiple members as many times as they desire.
- c. Donated hours not used by the member of the bargaining unit who received it, will not be deducted from accumulated sick leave hours of the donating employee.
- d. Sick leave hour will be used in the order donated via completion of the District's sick leave donation form.
- e. In the event multiple members of the bargaining unit have depleted all of their accumulated sick leave, vacation days, and exhausted all FFCRA provisions, FCA will: (1) send a request for donation giving only the members in need, not specifying each member by name; (2) donated leave time will be disbursed pro rata to the multiple members; and, (3) Any donated hours not used by the members will not be deducted from accumulated sick leave hours of the donating employee.
- f. In addition to members of the collective bargaining unit, requests for donation of sick leave are extended to include all employees as described in FEA Master Contract, Article I, Section 1.2
- g. All other provision of the FCA's Collective Bargaining Agreement, except the modification of Section 7.10 stated above, shall remain in full force and effect.

The acceptance of this agreement does not establish a past practice or set precedent for either of the Associations or the District. The parties acknowledge that no additional contractual relationship is created between them by this MOU. The MOU achieves the mutual intent as contained in the document. This MOU does not constitute a change in the collective bargaining agreements. The MOU is effective immediately. The MOU will expire at the end of the 2020-2021 school year.

For the Frenchtown Classified Association:

Dated:

1/21/21



For the Frenchtown Education Association:

Dated:

1/22

Marcy Fisher for FEA

For the District:

Dated:

1/21/21

