

LETTER OF AGREEMENT

between

Allegan Public Schools

and

Allegan Education Association

RE: COVID Related Sick Leave

COVID related sick leave will be administered as follows:

The District will follow the Families First Coronavirus Response Act (FFCRA) requirements. The employee will first exhaust all available paid leave (up to 80 hours) under the FFCRA/EPSL for reasons listed as qualifying reasons for leave under the FFCRA, not to be deducted from the employee's previously accrued sick time.

Thereafter, the District will provide an additional ten (10) days of COVID-19 leave per Employee, not deducted from sick time, if needed, only for reasons 1-3 on the FFCRA Qualifying Reasons for Leave list. In addition to reasons 1-3, the District agrees to allow these additional ten (10) days to be used in care of a child subject to reasons 1-3 on the FFCRA Qualifying Reasons for Leave list. The District also agrees to allow some or all of the additional ten (10) days to be utilized **before** exhausting all available paid leave under the FFCRA/EPSL only for caring for a child subject to reasons 1-3 on the FFCRA Qualifying Reasons for Leave list.

The additional ten (10) COVID-19 leave days are neither transferable nor bankable to an Employee's accumulated sick leave. The additional ten (10) COVID-19 sick days are not eligible for any sick day payouts under the Master Agreement.

In the event that FFCRA/EPSL days and additional District-provided COVID-19 leave days are exhausted, an Employee will then be required to use their available sick leave days, if any, as outlined in the Master Agreement. A staff member that has exhausted both FFCRA leave and the additional ten (10) days provided under the terms of this agreement may request additional leave in writing to the Superintendent. An important consideration will be if the nature of past use of COVID related leave and the request for additional COVID related leave involved exposure while at work and while following all safety protocols.

FFCRA/EPSL leave is only currently available under the CARES Act until December 31, 2020. Unless FFCRA leave is extended, FFCRA/EPSL leave will not be available to Employees after December 31, 2020.

On an individual, case-by-case basis, an Employee exercising leave time as outlined in this Agreement and the District may agree upon a flexible remote/telework plan. The goal of this plan would be to provide continued education and/or services to our students/community while at the same time not penalizing the affected Employee during their leave of absence due to COVID. This remote work plan will be formulated by both the affected Employee and that Employee's building principal, and then reviewed by Allegan

Central Office for final approval. The plan may include the full or partial continuation of lessons/teaching duties and/or other remote work options if/when applicable and available. This remote work plan option is only available if the Employee is healthy enough to perform remote work duties and is provided adequate resources for those duties to be accomplished. This remote work option is not available in the event an Employee tests positive for COVID-19

This Letter of Agreement, along with the availability of any additional COVID-19 sick days, will expire on June 30, 2021.

This Agreement is a singular and one-time exception to the covenants in the parties' current CBA.

This Agreement does not constitute the establishment of a precedent, custom, practice, or binding working condition as to the interpretation, enforcement, or application of this Agreement between the parties, or any successor labor agreement between them as to any situation or circumstance other than the matter specifically addressed in this Agreement.

To the extent that this Agreement requires a waiver or temporary modification of the parties' CBA, the parties agree to such a waiver or temporary modification as necessary to perform this Agreement.

By entering into this Agreement, neither the Board or Association waive any other rights or protections respectively afforded to them by the terms of the CBA, except as otherwise specifically waived, modified, or relinquished in this agreement.

For the Association:

For the Board:
