

Letter of Agreement
Between
Shepherd Education Association
and the
Shepherd Public School District

Re: "Return to Learn" 2020-21 School Year Provisions / Preparedness and Response Plan

The Association and the District are parties to a Collective Bargaining Agreement (CBA) covering the 2020-2021 school year and need to amend the required provisions of that Agreement in order to comply with the necessary protocols to ensure the highest quality instruction for our students while at the same time ensuring that we are keeping students, employees and our community safe from the consequences of the prevalent COVID-19 Pandemic. All provisions of the current CBA will continue in effect with the following amendments:

Face to Face Instruction:

1. The district shall ensure no one can violate shelter in place orders or stay at home orders. The district will make efforts to take precautions to mitigate the spread of COVID 19 and other diseases. In order to carry out this expectation, the following will occur:
 - a. There shall be District Provided Professional Development (DPPD) (which meets with state guidelines and complies with the required days/hours) to employees to ensure they have the necessary skills and support to transition into teaching under COVID-related circumstances.
 - b. The district will provide all requested personal protection equipment, including but not limited to, a daily mask change, boxes of gloves, and hand sanitizer for each employee as well as will monitor temperatures of people before continuing to work and the people they work with, in compliance with the most recent Michigan's 2020-2021 Safe Schools Return to School Roadmap.
 - c. Anyone with a temperature of 100.4 degrees or more will be immediately sent home from work and will not be able to return until they have been fever free for 24 hours without fever reducing medication.
 - d. It is agreed that the district will comply with CDC and state laws regarding disinfecting and cleaning of school buildings and grounds.
2. A teacher absent from work due to a health department directive to self-quarantine due to being exposed to COVID shall suffer no diminution of compensation and shall not be charged sick leave, or any other contractual paid leave time, as long as they are able to continue to teach remotely. These absences shall not be counted against the teacher on his/her evaluation.
 - a. Members will be in communication with building administration to explain details related to the COVID exposure.
 - b. A doctor's note to explain COVID symptoms may be requested to legitimize excessive absences.

3. Teachers will not be required to perform teaching duties that exceed the daily/weekly provisions of the CBA for instruction and planning time. (buildings will determine time built in) Teachers will have a duty-free lunch as stated in the current collective bargaining agreement. Teachers may be required to disinfect or clean their classrooms or teaching materials.
 - a. Materials to be provided by school that meet CDC guidelines.
4. Members who coach shall be paid based on the percentage of the determined state/MHSAA season. In the event that a season is completely cancelled, coaches who meet virtually with athletes to continue conditioning will be paid 50% of their pay for the season. Determination of whether or not a coach is meeting this requirement will be determined by the athletic director.
5. Teacher evaluations: Evaluations for the 2020-2021 school year shall be created in conjunction with the administration and the SEA bargaining team.
6. In regards to snow days, the state allowed six days to be honored. On the seventh snow day, all staff will be performing virtual instruction.
7. Given the variability in the times that classes begin and end when the high school and middle school are on different time schedules, classroom teachers with split schedules between the middle and high school whose assigned preparation period is less than seventy (70) minutes will be compensated for any minutes under seventy (70). High school teachers will be compensated for any minutes under seventy-five (75) and middle school teachers will be compensated for any minutes under sixty-five (65). High school teachers who agree to teach on their prep period after October 1 will be paid based on the 2020-2021 bell schedule.

Virtual Instruction:

8. The Association and District shall mutually agree to the Remote Learning Program (RLP) that will be implemented for the 2020-2021 school year, in part(s) or whole (whatever is mandated by Michigan Executive Order 2020-142).
9. The RLP shall meet the minimum requirements relative to days/hours/curriculum requirements in order to receive full funding from the State and in order to ensure students are provided the opportunities required for grade-level advancement/graduation assurance.
10. Further, if the district requires bargaining unit members to report for work, the district will provide all requested personal protection equipment, including but not limited to, a daily mask change, boxes of gloves, and hand sanitizer for each employee as well as will monitor temperatures of people before continuing to work and the people they work with, in compliance with the most recent Michigan's 2020-2021 Safe Schools Return to School Roadmap.
11. There shall be District Provided Professional Development (DPPD) (which meets with state guidelines and complies with the required days/hours) to employees to ensure they have the necessary skills and support to transition to teaching, assessing, reporting of progress, etc. that will be required under the district RLP and any state requirements.

12. Teachers will not be required to perform teaching duties that exceed the daily/weekly provisions of the CBA for instruction and planning time and may be allowed to work from home.
13. In the event that school is closed, but remote learning will continue from home, the district will provide a hotspot including monthly service, to teachers who do not already have this at their homes. For teachers who currently have internet access at home, the district will split the cost of monthly access for the use of a district provided hotspot during the 2020-2021 school year. The District shall provide to students the means to fully participate and complete all aspects of the RLP. No teacher shall be penalized on their evaluation or disciplined due to lack of student participation, whether instruction is in-person or virtually.
14. Any and all FAPE accommodations that are to be provided to students shall be communicated to teachers with a plan to ensure the planned accommodations are met by all parties involved.
15. No member serving on a previously approved leave of absence during the interval when the school closing occurs will be required to perform RLP responsibilities. They shall remain on leave pending release without restrictions by their physician. During the RLP duration, members shall be entitled to use the applicable leave provisions in the CBA and any additional paid leave mandated by the state or federal government, including HR6201 in the Families First Coronavirus Response Act.
16. Beginning August 31, 2020, teachers who are teaching in a face to face and remote learning environment simultaneously will be given a minimum of one school day per week without in-person instruction to prepare for and implement online instruction, to communicate virtually with students and or parents enrolled in the online option, and to evaluate submitted work. Planning time under the current CBA will be followed. This plan will be reevaluated monthly by the board of education in conjunction with the SEA bargaining team representatives and administration team representatives. This meeting will take place prior to the monthly committee of the whole meeting.
17. Both parties agree to reconvene to discuss the following topics, such as, but not limited to: calendar, evaluation tool/rating requirement
18. Teacher evaluations: Evaluations for the 2020-2021 school year shall be created in conjunction with the administration and the SEA bargaining team.

This LOA may be modified as state and federal guidelines change.

Shepherd Education President

10/16/20
(date)

Shepherd Schools Superintendent

(date)

Michigan Education Association

(date)