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Charlotte Board of Education Charlotte Public Schools

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-and-

Eaton County Education Association/Charlotte Education Association

The Charlotte Public Schools Board of Education and the Eaton County Education Association/Charlotte Education Association, agree to a memorandum of understanding that includes the following terms:

- 1. The memorandum of understanding shall expire once the District is moved into Phase 6 of the Michigan State's Safe Start Plan as determined by state and local officials, or until June 30, 2021, whichever is sooner.
- 2. Unless expressly addressed in this Agreement, all provisions of the current CBA continue in effect.
- 3. The District shall provide reasonable DPPD to support teachers' transition into teaching under COVID-19 related circumstances.
- 4. The District will supply upon reasonable request, at no cost, masks, gloves, and hand washing/hand sanitizer, if supplies are reasonably available.
- Bargaining unit employees may be excused from work for a COVID-19 related reason if they
 provide the District with a health care provider's note stating that the employee is unable to
 perform the essential functions of the job, provided no other reasonable accommodation
 exists.
- 6. Eligible bargaining unit members who contract COVID-19 at work or must quarantine due to a COVID-19 related condition traced back to work, will first utilize the protections under the Family Coronavirus Response Act paid leave. Consistent with these conditions, the district will provide an additional 10 days of paid leave (or up to 80 hours, whichever is less) before the employee may be required to use the employee's existing paid and unpaid leave under the CBA. After FFCVRA is exhausted, teachers may use their available sick leave. Bargaining unit employees will not have to use their paid leave under the CBA if they are able to be redeployed by the district.
- 7. For students enrolled online, changes to a student's IEP during the term shall be communicated to those bargaining unit employees with a need to know about those changes.
- 8. A draft cleaning schedule, example attached, will be provided for each building to the Association President, promptly upon execution of this LOA.

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9. Recess at DK-3 levels will be held consistent with the contractual limits, unless mutually agreed upon with impacted staff. Administration will discuss any modifications in duties, with affected teachers prior to implementation.

- 10. Teachers will be allowed access to their classrooms from 12:00pm-5:00pm, on Saturday and Sunday unless prohibited by local, state or federal authorities or closed for other emergent reasons as deemed necessary by the District. They shall not allow access for any other persons. Their access will be limited to their respective classrooms and printer areas, and a direct path in and out of the building to their respective classrooms and building printers. All appropriate COVID-19 health and safety requirements will be observed.
- 11. The District will continue to utilize the work order system as a data collection tool with regard to disinfecting wipes. The District will reevaluate the process with association feedback by October 30.
- 12. The District will provide the Barry Eaton District Health Department toolkit for schools, to all bargaining unit members. This toolkit identifies the general step by step procedures for responding to COVID-19 positive tests.
- 13. The District COVID Response Team will resume planning for the 2nd semester. Teacher representation will be included on this team.
- 14. The 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.
- 15. 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.

16. By entering into this Agreement, neither the Board nor 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.

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