

**Letter of Agreement**  
**between the**  
**Shepherd Education Association/MEA/NEA (“Association”) - Teachers**  
**and the**  
**Shepherd Public Schools District (“District”)**

**Re: Continuity of Learning Plan Due to Extended COVID-19 School Closure**

The parties agree as follows:

1. Executive Order 2020-35 (EO 2020-35), issued April 2, 2020, by Governor Gretchen Whitmer, continues the suspension of in-person K-12 instruction for the remainder of the 2019-2020 school year. School buildings used to provide in-person K-12 instruction must remain closed for the remainder of the 2019-2020 school year *unless* restrictions on public gathering and use of school buildings are lifted before the end of the 2019-2020 school year.
2. Consistent with Section II.B.6. of EO 2020-35, the Association and the District collaborated in developing the District’s Continuity of Learning (COL) Plan that will be implemented no later than April 28, 2020 for the remainder of the 2019-2020 school year.
3. Sections II.B.11 and IX.G of EO 2020-35 require implementation of the COL Plan subject to any applicable collective bargaining agreement (CBA) requirements. Unless expressly addressed in this Agreement, all provisions of the current CBA continue in effect with the following modifications.
4. The District shall have discretion, consistent with this Agreement, to implement measures necessary to meet the conditions in EO 2020-35 to receive full State School Aid funding. The District will continue to confer with the Association about COL Plan implementation.
5. In light of EO 2020-35, Association bargaining unit employees are not required to report to work at their assigned building and will continue to receive contractual compensation for regular assigned work during the school closure (unless on an unpaid leave of absence) as provided under the CBA. Employees will not be expected to exceed the contractual work days set forth in the CBA.
6. Bargaining unit employees who coach or receive other stipends shall be paid their stipends as follows:
  - a. All spring coaches will earn 50% of their Schedule B compensation
  - b. All other extra duty assignments will be paid in full.
7. Consistent with EO 2020-35 and Executive Order 2020-11, and any applicable local municipal or county order, certain District employees are permitted to be in District buildings as determined by District administrators as needed to conduct minimum basic school operations consistent with the District’s COL Plan. District administrators will limit the presence of bargaining unit employees in District buildings to no more than is strictly necessary to implement the District COL Plan.

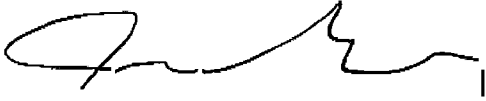
Bargaining unit employees present in District buildings shall comply with social distancing practices and mitigation measures for COVID-19 as recommended by the federal, state, and local authorities.

8. During the time of the school closure, District-Provided Professional Development (DPPD) will be offered to bargaining unit employees addressing remote instruction, assessment, and recording progress, as required by the District's COL Plan.
9. Teachers will evaluate students using the standards outlined in the District's COL Plan, and the individual building plans.
10. Teachers may use flexible work hours outside the typical school day. Teachers may be redeployed to carry out meaningful educational work, but are not expected to work more than the contractual daily/weekly work hours. The parties acknowledge that additional staff meetings may be required to implement the COL Plan.
11. Changes to a student's IEP during the school closure period shall be communicated to those bargaining unit employees with a need to know about those changes.
12. A bargaining unit employee who was on a leave of absence before the school closure shall remain on that leave during the school closure, consistent with the CBA, pending an appropriate release by their health care provider allowing the teacher to perform essential functions under the COL Plan.
13. Bargaining unit employees may be excused from work 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 under the COL Plan duration.
14. During the COL Plan duration, bargaining unit employees may use the applicable leave provisions under the CBA and/or eligible leave pursuant to state or federal law, which the District may run concurrently consistent with the law.
15. This Agreement is a singular and one-time exception to the covenants in the parties' current collective bargaining agreement.
16. 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.
17. 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.

18. 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.

19. To the extent that this Agreement conflicts with the parties' current CBA, this Agreement shall control to the extent of such conflict.

20. This Agreement expires on June 9, 2020.



April 21st, 2020

(For the Association)



(For the District)

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