

**Letter of Agreement  
between the  
Monroe County Education Association/Airport, MEA/NEA ("Association")  
and the  
Airport Community Schools ("District")**

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

The parties agree as follows:

1. Executive Order No. 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 mutually agree to the District's Continuity of Learning (COL) Plan that will be implemented no later than April 14, 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. All provisions of the current CBA continue to remain in full force and effect with the following modifications unless expressly addressed and modified in this Agreement.
4. In light of EO 2020-35, bargaining unit employees are not required to report to work at their assigned building, shall be allowed to work from home, and shall receive their full annual salary and benefits for the 2019-2020 school year.
5. Bargaining unit employees who coach or receive other stipends, such as overload pay, shall be paid their stipends as follows:
  - a. All academic schedule B stipends will be paid in full.
  - b. All fall and winter athletic stipends will be paid in full.
  - c. All varsity and junior varsity spring sport stipends will be paid on a daily prorated basis with consultation with the athletic director. Credit will be given to preseason workout and fundraising days of activity. Final payment will be authorized by the superintendent.
  - d. No spring middle school athletic stipends will be paid.
6. Consistent with EO 2020-35 and EO 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 and as needed to conduct minimum basic school operations consistent with the District's COL Plan.

7. 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. If the district requires bargaining unit employees to report for work, the district will provide all requested personal protective equipment, including but not limited to, a daily mask change, gloves, and hand sanitizer for each employee.

8. 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. No employee shall be put at risk of impacting their own health and safety or the health and safety of others as a result of implementing the COL Plan.

9. Teachers will evaluate students using the standards outlined in the District's COL Plan. Students will be graded on a Pass/Fail (Satisfactory/Unsatisfactory) standard for credit earned.

10. Bargaining unit employees are not required to perform instructional duties that exceed the daily/weekly CBA provisions for instruction. Bargaining unit employees may use, at the employee's option, flexible work hours outside the typical school day.

11. All bargaining unit employees that were evaluated and rated "highly effective" or "effective" for the 2018-2019 school year will not be evaluated for the 2019-2020 school year. All bargaining unit employees currently on "Probationary status will be evaluated for the 2019-2020 school year. For the 2019-2020 school year summative evaluations, 80% of the evaluations will be based upon Supervisor Observation, 10% Professional Development Hours, and 10% on Activity Points (Activity Point requirements will be reduced by 25%). Student Growth will not be factored into the summative evaluations.

12. All bargaining unit employees that were evaluated and rated "highly effective" for the 2018-2019 school year will receive \$100 merit pay the second pay period in June.

13. Changes to a student's IEP during the school closure period shall be communicated to those bargaining unit employees who need to know about those changes.

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. The District shall provide to students the means to fully participate and complete all aspects of the COL Plan. No teacher shall be penalized due to lack of student participation.

16. A bargaining unit employee who was on a leave of absence before the school closure shall remain on that leave during the school closure and will not be required to perform any work responsibilities, consistent with the CBA, pending an appropriate release, with or without restrictions, by their health care provider allowing the bargaining unit employee to perform essential functions under the COL Plan.

17. During the COL Plan duration, bargaining unit employees shall be entitled to 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. Bargaining unit employees are required to submit any absences through the Sub Finder Express (SFE) website.

18. The District shall provide technology (including computer and software) necessary to deliver the District COL Plan. Bargaining unit employees, who are currently in need, and to the extent feasible, will be assisted with internet access necessary to deliver the District COL Plan.

19. Bargaining unit employees will refer students with inappropriate behavior to their building administrator.

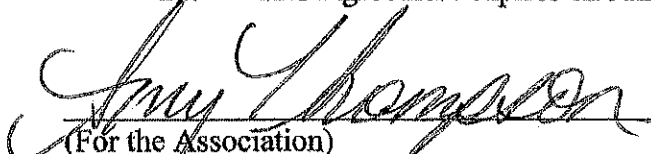
20. Upon completion of the COL Plan for the 2019-20 school year, bargaining unit employees shall have no further obligation to provide additional work for their full anticipated 2019-20 wages.

21. This Agreement is a singular and one-time exception to the covenants in the parties' current collective bargaining agreement.

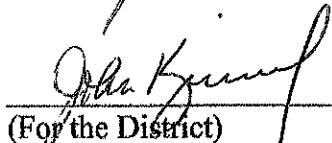
22. This parties agree that this Agreement shall not be deemed a precedent or past practice for purposes of labor relations between the parties.

23. 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.

24. This Agreement expires on June 11, 2020.

  
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(For the Association)

4/13, 2020

  
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(For the District)

4/13, 2020