

**Letter of Agreement**  
**Between**  
**Three Rivers Education Association**  
**and the**  
**Three Rivers Community 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 ensure the highest quality instruction for our students while at the same time best 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 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. If the 2020-21 Calendar needs to be amended in order to comply with this provision, no changes to the calendar shall occur without a negotiated Agreement on those changes.
2. The district shall ensure that no one shall be required to violate social distancing, shelter in place orders, or similar orders. No employee shall be put at risk of impacting their own health and safety or the health of others as a result of working/participating in Face to Face Instruction. 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 employees at the workplace and the students they work with, in compliance with the most recent Michigan's 2020-2021 Safe Schools Return to School Roadmap.
  - c. All students pre-K through 12 shall be required to wear a facemask while on busses and everywhere on any school property unless exempt from this requirement through a confirmed medical exemption and through the Three Rivers Community Schools Covid-19 Return to Learn Tool Kit. The district shall provide masks daily for any student who needs one in order to comply with this requirement.
  - d. Anyone with Covid related symptoms shall follow the Three Rivers Community Schools Flowchart for what happens when someone gets Covid at school.
  - e. Classroom student populations shall comply with CDC guidance and the Strongly Recommended criterion from Michigan's Phase 4 school reopening plan and shall include social distancing spacing of students of 6 feet in each classroom.

3. A teacher absent from work because of the need to self-quarantine due to being exposed to COVID, or having COVID related symptoms, or having tested positive to COVID shall suffer no diminution of compensation and shall not be charged sick leave, or any other contractual paid leave time. These absences shall not be counted against the teacher on his/her evaluation.
4. Teachers will not be required to perform teaching duties that exceed the daily/weekly provisions of the CBA for instruction and planning time. Teachers will have a duty-free lunch as stated in the current collective bargaining agreement. Because of the need to prepare between classes and monitor the behavior of students at this time, teachers will not be required to disinfect or clean their classrooms or teaching materials.
5. Members who coach or receive other stipends, such as overload pay, shall be paid their full stipends at the annual rates of pay if season or duty has started and then has been canceled due to Covid-19. Members will be required to mentor and provide emotional and social support.

**Virtual Instruction:**

6. 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.
7. 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. If the 2020-21 Calendar needs to be amended in order to comply with this provision, no changes to the calendar shall occur without a negotiated Agreement on those changes.
8. All teachers shall deliver instruction and student support virtually and will not be required to attend any face to face meetings or deliver any face to face instruction while working under the RLP.
9. A teacher absent from work because of the need to self-quarantine due to being exposed to COVID, or having COVID related symptoms, or having tested positive to COVID shall suffer no diminution of compensation and shall not be charged sick leave, or any other contractual paid leave time. These absences shall not be counted against the teacher on his/her evaluation.
10. 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.
11. While all criteria and requirements for future closures are unknown, student assignments that are required to be completed for course work, shall be recorded as required by Executive Order and/or state law or MDE requirements. Evaluation of any work completed by students will be at the teacher's discretion.
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 shall be allowed to work from home.
13. All teachers will be provided, at no cost to themselves, any technology (including computer, software, home internet service, etc.), materials, student mailings, etc. necessary to deliver the district RLP. Teachers may submit their monthly bills and receipts to the district for reimbursement for any costs incurred as a result of the implementation of the 2020-2021 RLP duration.
14. 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.


15. 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.
16. 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 paid 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.
17. Because of the extraordinary circumstances related to the COVID-19 Pandemic, no teacher evaluations shall be subject to work involved with implementation and/or delivery of the district RLP and the evaluation process will cease for the 2020-2021 school year.
18. Members who coach or receive other stipends, such as overload pay, shall be paid their full stipends at the annual rates of pay if season or duty has started and then has been canceled due to Covid-19. Members will be required to mentor and provide emotional and social support.

Three Rivers Community  
School District

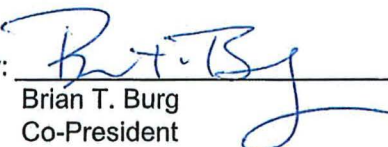
By:   
Ron Moag  
Superintendent

Dated: August 20<sup>th</sup>, 2020

Three Rivers Education Association

By:   
Alisa M. Wilkins  
Co-President

Dated: August 20<sup>th</sup>, 2020

By:   
Brian T. Burg  
Co-President

Dated: August 20<sup>th</sup>, 2020

This letter of agreement expires June 30<sup>th</sup>, 2021.

## RETURN TO SCHOOL TOOLKIT

Updated April 5, 2021

### STAFF/ADULTS

**Staff/adults working in school** with any of the following symptoms (new/different/worse from baseline of any chronic illness) should be **excluded from work** and encouraged to follow up with their healthcare provider:

**ONE** of the following:

1. Feverish
2. Cough
3. Shortness of breath

**OR TWO** of the following:

1. Muscle aches without another explanation
2. Chills
3. Sore throat
4. Headache
5. Vomiting or Diarrhea
6. Loss of taste or smell

They should not return until it has been\*:

- At least 10 days since symptoms first appeared **AND**
- At least 24 hours with no fever without fever-reducing medication **AND**
- Symptoms have improved

(Employers **should not** require sick employees to provide a COVID-19 test result or healthcare provider's note to validate their illness, qualify for sick leave, or return to work.) \*Immunocompromised employees may require longer exclusion periods

Employees may return to work after 24 hours of symptom improvement IF the employee has not had an exposure to COVID-19 AND a negative molecular diagnostic test for COVID-19 result is received.

### STUDENTS

**Student** has **ANY** of the following symptoms (new/different/worse from baseline of any chronic illness):

- Temperature 100.4 or signs of fever (chills/sweating)
- Sore throat
- New uncontrolled cough that causes difficulty breathing
- Diarrhea, vomiting, or abdominal pain
- New onset of severe headache

**EXCLUDE FROM SCHOOL**

Student has **ANY** close contact or potential exposure risk in the past 14 days:

- Had close contact with a person with confirmed COVID-19
- Had close contact with person under quarantine for possible exposure to COVID-19

**NO**

**Student may return** based on the Healthcare Provider guidance for their symptoms (see "Managing Communicable Diseases in Schools"):

1. Fever: at least 24 hours have passed with no fever, without the use of fever-reducing medications
2. Sore throat: improvement (if strep throat: do not return until at least 2 doses of antibiotic have been taken);
3. Cough/Shortness of breath: improvement
4. Diarrhea, vomiting, abdominal pain: no diarrhea or vomiting for 24 hours
5. Severe headache: improvement

1. Refer to Healthcare Provider
2. Refer to COVID-19 testing location for possible testing  
(Schools **should not** require testing results as a part of return to school policies.)

**Diagnosed with COVID-19 OR no other diagnosis available**

**HOME ISOLATION UNTIL:**

- At least 10 days since symptoms first appeared **AND**
- At least 24 hours with no fever without fever-reducing medication **AND**
- Symptoms have improved

**YES**

**COVID-19 Test Results NEGATIVE**

Had close contact with a person with confirmed COVID-19 within last 14 days?

**NO**

**YES**

**Finish 14 Day Quarantine**