

# Kalkaska Public Schools

*Richard Heitmeyer, Superintendent*

## LETTER OF AGREEMENT

By and between the Kalkaska Board of Education (“Employer”) and the Kalkaska Education Association/NMEA/MEA/NEA (“Association” and together with the Employer, the “Parties”).

WHEREAS, the Parties recognize that the Employer seeks to protect the students and staff from Covid-19 (hereinafter “Covid”), and its variants, and to try to prevent staff members from coming to work when they are sick and potentially infecting others, the Parties therefore wish to incentivize teaching staff to become vaccinated and remain quarantined if the Employee catches a breakthrough case of Covid;

NOW THEREFORE, the Employer and the Association agree as follows:

1. The Employer agrees to allow each Association member to receive up to ten (10) days of Covid sick pay (per year, not per occurrence) if the following conditions are met during the 2021 – 2022 school year:
  - a) The Employee tests positive for Covid and provides the Employer with proof of the positive test.
  - b) The Employee was previously vaccinated against Covid and provides the District with proof of vaccination.
  - c) The Employee agrees to be retested 7-days after the original positive test and share the results with the Employer. The 7-day test must prove that the Employee still is positive for the remaining days to be given.
2. Those who are medically unable to receive the Covid vaccine may provide a doctor’s note indicating the same. That Employee shall be deemed to have met the requirements of 1.b. and 1.c. upon provision of the doctor’s note to the District’s human resources department.
3. Those who previously had Covid and who receive an opinion from a medical professional that they possess sufficient anti-bodies that equal or exceed the potency of the Covid vaccine may provide a doctor’s note indicating the same. That Employee shall be deemed to have met the requirements of 1.b. and 1.c. upon provision of the doctor’s note to the District’s human resources department.
4. Those Employees who provide prior notice of sincerely held religious beliefs, practices, or observances that prevent them from being vaccinated against Covid shall be deemed to have met the requirements of 1.b. and 1.c. Employees shall be considered to have provided prior notice if the Employee provides written notice of sincerely held religious beliefs, practices, or observances to the District’s human resources department at least Ten (10) days prior to testing positive for Covid.

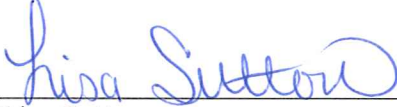
5. Covid sick pay shall equal one day per diem at the Association member's regular rate of pay, excluding any sources of additional pay (e.g., extra duty pay), and shall be subject to all terms and conditions of the Collective Bargaining Agreement and Board policy as they apply to the use of sick days.
6. It is agreed between the Employer and the Association that no precedent, custom, practice, and/or binding working condition is established by virtue of the terms of this Letter of Agreement with respect to the interpretation, enforcement, or application of any current, expired, or successor collective bargaining agreement between the Employer and the Association. The Employer and the Association agree that the terms of this Agreement do not constitute a violation of their current collective bargaining agreement.
7. This agreement will expire at the end of the 2021 – 2022 school year at midnight on June 30, 2022.
8. The Employer and Association agree that nothing herein shall be considered a continuing obligation after the expiration of this Agreement on June 30, 2022, and there is no duty to renegotiate this Agreement upon expiration.

THIS LETTER OF AGREEMENT IS EXECUTED by the parties on this \_\_\_th day of October 2021.

For the Employer:

  
\_\_\_\_\_  
Richard Heitmeyer  
Superintendent of Schools

For the Association:

  
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Lisa Sutton  
Kalkaska Public Schools EA President