

LETTER OF AGREEMENT
BETWEEN
THE
BOARD OF EDUCATION
FOR THE
LANSING SCHOOL DISTRICT
AND
LANSING EDUCATIONAL ASSISTANTS (LEA), MEA, NEA

This Letter of Agreement (hereinafter referred to as "Agreement") is by and between the Lansing School District (hereinafter referred to as "LSD") and the Lansing Educational Assistants (here in after referred to as "LEA"). And for this Agreement, the parties mutually agree as follows:

1. The LSD School Board independently adopted a mandatory vaccination policy for all District Staff on or about **August 12, 2021**. The LSD believes the intent of this policy is to protect the health, safety and welfare of those working or attending the District. At the time the LSD School Board adopted this policy, it acknowledged its obligation to negotiate the impact the policy would have on the wages, hours, and other terms and conditions of employment of LEA staff.
2. The parties mutually agree that implementation of the LSD vaccination policy shall become effective and enforceable on **December 17, 2021**. If the parties have not reached a consensus on all the essential components for implementation of the policy, appropriate training, and notification requirements having been met, the parties mutually agree to delay implementation of the policy until such time as those processes are established and effectuated.
3. Any information and details related to process, appropriate protocols and/or procedures, and trainings shall take place prior to formal implementation of the policy. The parties mutually agree to follow all statutory processes, and the minimal guidelines by the CDC, Federal and State for implementation of this policy. Nothing prohibits the District to go beyond the minimum guidance provided by these agencies.
4. **Vaccinations/ Vaccination status.** It is expected that all LSD staff be vaccinated against COVID-19. All staff will be asked to verify vaccination status to the LSD Human Resources Department. Vaccination status will be confidential, not subject to disclosure unless legally mandated, and delineated only by the staff employee's District identification number. This information shall be kept in a separate file from the employee's regular work file and is exempt from disclosure under the Freedom of Information Act (FOIA) as they are considered "personal medical records".

LSD Staff that have been vaccinated shall not be subject to the rapid testing protocol unless it is determined that an outbreak in the building or the District has occurred necessitating such testing. The vaccination mandate is subject to certain exemptions set forth below.

For those staff members that who are determined to be exempt from being vaccinated or are otherwise not vaccinated, they shall be required to submit to regular rapid testing on bargained contractual workdays for COVID-19 consistent with the District vaccination testing protocol.

- 5. Vaccination Testing Protocol.** Staff that are exempt or that have not been vaccinated shall be required to submit to rapid COVID-19 testing. The District shall provide and distribute the tests to the employees at no cost. In the event that the staff member tests positive for COVID-19, the staff person, COVID-19 Coordinator, or other privacy bound professional overseeing the process, shall immediately report the results to the Human Resources Department. All testing processes and data related to this process will be treated as confidential by the employer and applicable agencies.


For those employees that are subject to COVID-19 testing, the District shall record those results on a secure spreadsheet provided by the District.

- 6. Exemptions.** The parties mutually agree that the District will honor all wanting exemption from receiving the vaccine and will not have a negative impact against that individual employee. Those staff members that are exempt from being vaccinated or otherwise not vaccinated shall be required to test regularly for COVID-19 as referenced in Section 5 above.
- 7. COVID Benefit Coverage.** The District agrees to continue the wages and benefits for those staff members covered under this agreement and have provided proof of vaccination to Human Resources in the event they contract COVID-19, or are required to quarantine as the result of an outbreak at work. Vaccinated staff shall not have their personal or sick leave hours impacted if it is determined that the employee is required to quarantine. Documentation will need to be provided to Human Resources to substantiate the care plan and duration of absence related to COVID-19. For staff that are required to quarantine for direct exposure to COVID-19, but have yet to test positive for COVID-19, they may be required to perform work duties aligned to their job assignment while satisfying the quarantine requirements.

Those individuals with valid medical or religious exemptions shall not have personal or sick leave hours impacted should they be required to be absent due to a positive COVID-19 test, or for the purpose of quarantine.

- 8. Evaluation.** The Vaccination Policy adopted by the Lansing School Board will not have a negative impact on personal evaluation ratings of staff and processes.

9. **Access to Buildings.** The parties agree that safety for all in our school and District owned buildings is vital. With this mutual understanding access to school and District buildings shall be limited to District staff providing services and shall be open to the public in a limited capacity for business deemed necessary to be in person by school personnel. Any and all other personnel or volunteers that will be in buildings on a regular basis will be expected to be vaccinated.
10. **Education/Safe School Programming.** The parties mutually agree to establish and implement programming focused on safety measures to reduce risks of contracting COVID-19 and promoting vaccinations.
11. **Other Applicable Policies.** The parties mutually agree to continue to strongly promote and encourage staff, students, and the community to follow the other safety policies and procedures related to COVID-19 in the District.
12. In the event that there are changes in the laws, State and Federal mandates, or Executive Orders, etc. which impact the terms and conditions of this agreement, the parties agree to reconvene to bargain said impact.
13. This is the complete Agreement of the parties and shall expire on July 31, 2022. Any issues that arise which are the subject matter of bargaining not addressed above, would require the parties to reconvene to mutually resolve those matters.



For the Lansing School District

December 17, 2021
Dated



For the LEA

December 17, 2021
Dated