Letter of Agreement
between
Detroit Public Schools Community District ("District")
and
American Federation of State, County and Municipal Workers ("AFSCME")

2020-21 REOPENING OF SCHOOLS

WHEREAS, the parties recognize the need to reopen schools and implement District learning programs in conformity with COVID-19 guidelines issued by the Centers for Disease Control and Prevention, the Michigan Department of Health and Human Services, the Michigan Department of Education, the Michigan Safe Start Plan, the Michigan Safe Schools Plan, and Governor Whitmer’s Executive Orders 2020-142, 2020-145, 2020-147,

THEREFORE, the American Federation of State, County and Municipal Workers ("AFSCME") and the Detroit Public Schools Community District ("District") (collectively "the parties") agree as follows for the 2020-2021 academic year:

1. Bargaining unit members will perform their work duties in person within their assigned school building/work location and shall report to the assigned school building/worksite at the beginning of the 2020-2021 school year. Unit members who are assigned to provide online teaching support shall also perform their work duties within their assigned school building/worksite.

2. Where bargaining unit work is not fully available for special education aides and trainable aides, alternative work will be offered in the spirit of avoiding a workforce reduction. Bus Attendants shall be responsible for checking student temperatures and conducting daily symptom checks before bus boarding.

3. School Technicians, Special Education Aides, Trainable Aides, Adaptive Physical Education Trainable Aides, Assistant Dispatchers, Bus Attendants, Custodians, Lead Custodians and AFSCME President who perform their job duties face-to-face for the 2020-21 academic year shall receive hazard pay in the amount $3000.00 as a one-time payment on December 1, 2020 in an off-cycle check. Unit members must be on the payroll at the time that the bonus payment is issued.

4. Food Service Attendants, School Garden Attendants, Cashier Helpers Food Service, and General Helpers Food Service who perform their job duties face-to-face for the 2020-21 academic year shall receive hazard pay in the amount $3000.00 as a one-time payment on the December 1, 2020 in on off-cycle check. Unit members must be on the payroll at the time that the bonus payment is issued.

5. Bargaining unit members shall be provided PPE (protective gowns, face masks, face shields, shoe covers, and gloves) pursuant to CDC and OSHA guidelines and upon request.

6. Members shall adhere to COVID-19 safety requirements and other protocols.

7. AFSCME bargaining unit members who experience difficulties related to COVID-19 are encouraged to apply for leave provisions afforded through the Emergency Paid Sick Leave Act, the Emergency Family and Medical Leave Expansion Act, both part of the Families First Coronavirus Response Act, and/or Americans with Disabilities Act.

8. Any bargaining unit member who performs work in-person and who contracts Covid-19 during the 2020-21 school year will be entitled to paid sick-leave, without any loss of his or her sick bank time, until he or she is medically cleared to return to work.
9. This LOA shall remain in effect for the first nine (9) weeks of the first semester (through November 11, 2020) and shall be re-evaluated every 9 weeks thereafter, wherein if changes are needed, the parties will collectively bargain in good faith.

10. This LOA shall expire on June 30, 2021.

11. The validity, interpretation, and performance of this LOA shall be governed in all respects by the laws of the State of Michigan.

THEREFORE, by the representatives' signatures below, the parties agree to the terms of the LOA as outlined above.

For the Union:

[Signature]

Timothy Johnson

Sep 8, 2020

For the District:

[Signature]

Nikolai P. Vitti, Ed.D, General Superintendent

Sep 8, 2020