Letter of Agreement  
between  
Detroit Public Schools Community District (“District”)  
and  
Detroit Association of Educational Office Employees, AFT Local 4168 (“Union”)  

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 and 2020-160

THEREFORE, the Union and the District (collectively “the parties”) agree as follows for the 2020-2021 academic year:

1. Upon request from the Union, representatives from the Union and District shall conduct joint school walkthroughs to ensure compliance with the health and safety requirements indicated in the District’s Reopening Plan. The health and safety requirements shall be maintained through the 2020-21 school year unless stricter requirements are warranted by an increase in risks from the Covid-19 pandemic.

2. The parties understand that there will be a DAEOE representative on the Labor-Management committee outlined in the DPSCD/DFT Letter of Agreement.

3. Bargaining unit members will perform their work duties in person within their assigned school building/work location.

4. Bargaining unit members with high-risk medical conditions may submit a request for an accommodation under the American’s with Disabilities Act (ADA) to the District’s Employee Health Services Department. Accommodations under the ADA shall be evaluated based upon discussions and the interactive process with the unit member and as directed by medical support from the unit member’s treating physician. Individuals qualifying for an ADA accommodation may be eligible for alternative or remote work as approved by the District in alignment with their job description, supporting medical documentation, and medical needs.

5. Relevant Professional Development, including but not limited to health and safety protocols, will be conducted online.

6. 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.
7. Bargaining unit members who perform their job duties face-to-face for the 2020-21 academic year shall receive a payment of $1500 on October 6, 2020 or as soon as practicably possible after the DPSCD School Board and the Detroit Financial Review Commission (FRC) approvals and a second payment of $1500 on December 1, 2020. Payments shall be made through a separate pay advice.

8. Bargaining unit members who are transferred to a different school may subsequently request a return to their original school when Covid-19 restrictions are lifted or at the end of the 2020-2021 school year, whichever occurs first and the District shall consider and seek to give priority to such request.

9. 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.

10. 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 either in-person or online/remotely. Medical clearance will consist of a note from his or her treating physician.

11. If a bargaining unit member is sent home from a face-to-face assignment by the District to self-quarantine due to potential COVID-19 exposure and is asymptomatic, the member shall work remotely to the extent possible.

12. Bargaining unit members who need to care for school aged child(ren) due to COVID-19 related school/childcare facility closures may bring their child(ren) to their assigned work location and provide supervision and instructional supports for said child(ren).

13. Unit members who report to their school to perform their work duties shall adhere to COVID-19 safety requirements and other protocols.

14. The parties will also meet, as needed to bargain collectively to resolve issues arising from Covid-19 related safety in schools. The parties may enter into a separate letter of agreement to confirm such resolution, with the mutual intent to improve COVID-19 related safety in schools. In addition, if an increase in Covid-19 cases prompts the closure of the Detroit Public Schools Community District in whole or in part, the parties will meet as soon as possible to bargain collectively over the effects of such closure.

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

16. The validity, interpretation, and performance of this LOA shall be governed in all respects by the laws of the State of Michigan.
17. Nothing in this Letter of Agreement shall operate or be construed to waive, amend, abrogate, or release from any provisions of the collective bargaining agreement between the parties. Disputes concerning the interpretation, application, or enforcement of the provisions of this Letter of Agreement shall be subject to and resolved through final and binding expedited arbitration under the rules and procedures of the American Arbitration Association.

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

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For the Union:

_Signature_

Sep 15, 2020

For the District:

_Signature_

Sep 15, 2020

Approved: ______________

Nikolai P. Vitti, Ed.D, General Superintendent