Letter of Agreement  
between  
Detroit Public Schools Community District ("District")  
and  
Detroit Federation of Paraprofessionals, AFT Local 2350 ("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 2020-162.  

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. Unit members shall provide face-to-face student and teacher supports as assigned by their principal or her/his administrative designee(s) within their assigned school building in alignment with the collective bargaining agreement, and may include, but is not limited to assisting teachers with learning centers, supporting small group or one-on-one learning assignments guided by teacher, and assisting with student safety and mobility.  

3. 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.  

4. OSN unit members shall perform work duties as outlined in their job descriptions at assigned worksites five days a week. Members workspaces must be performed six feet apart to every extent possible.  

5. In the event a teacher is absent for a full day and sufficient substitute teacher coverage is not available and a unit member is requested by the principal or his/her designee to take responsibility for the temporary leadership and supervision of assigned students, unit member will receive compensation of thirty-dollars ($30) as a daily stipend for the additional assignment.
6. Relevant professional development shall be provided to all bargaining unit members. Professional development, including but not limited to online health and safety protocols professional development, can be conducted online. To the greatest extent possible, professional development will occur during the normal school day.

7. Bargaining unit members shall be provided the equipment necessary to perform their job duties.

8. 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.

9. Bargaining unit members in Units S and M performing their job duties face-to-face for the 2020-21 academic year shall receive $3000 in hazard pay to be paid in two installments. The first payment shall be made on October 6, 2020 as a separate pay advice or as soon as practically possible after the DPSCD School Board and the Detroit Financial Review Commission (FRC) approvals. The final payment shall be made through a separate pay advice on December 1, 2020.

10. Bargaining unit members who are transferred to a different school shall return to their original school for the 2021-22 academic year or when Covid-19 restrictions are lifted, whichever comes first with no loss of building seniority provided the position still exists.

11. 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.

12. 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 and without any loss of pay, 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.

13. If a bargaining unit "M" 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 be required to deliver student supports remotely necessary to ensure continuity of student learning.

14. If a bargaining unit "S" 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, they shall work remotely to the extent possible. If they are unable to work remotely, they will be entitled to paid sick-leave, without any loss of his or her sick bank time and without any loss of pay, until he or she is medically cleared to return to work. Medical clearance will consist of a note from his or her treating physician.
15. 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).

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

17. Members taking COVID-related leave time will be paid according to the COVID-Related Leave Average Hours in the chart below. The “COVID-Related Leave Average Hours” in this agreement, shall have no precedential effect, nor shall be used as evidence or otherwise in any non-related matter between the parties.

<table>
<thead>
<tr>
<th>Line</th>
<th>Job Description</th>
<th>COVID-Related Leave Average Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Food Service Assistant</td>
<td>5.5</td>
</tr>
<tr>
<td>2</td>
<td>Food Service Specialist</td>
<td>6.5</td>
</tr>
<tr>
<td>3</td>
<td>Noon Hour Aide</td>
<td>3.5</td>
</tr>
<tr>
<td>4</td>
<td>Noon Hour Aide - Early Ch'd</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>Noon Hour Aide - Montessori</td>
<td>6.42</td>
</tr>
<tr>
<td>5</td>
<td>ParaEducator</td>
<td>6.42</td>
</tr>
<tr>
<td>6</td>
<td>School Culture Facilitator</td>
<td>8</td>
</tr>
<tr>
<td>7</td>
<td>Family Case Technician</td>
<td>8</td>
</tr>
</tbody>
</table>

18. 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 and how to continue instruction and other student services provided by Units “M” and “S”.

19. 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.

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

21. The validity, interpretation, and performance of this LOA shall be governed in all respects by federal and state laws and relevant court rulings.

22. 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.

For the Union:

Donna Jackson
Donna Jackson (Sep 14, 2020 13:32 EDT)
Signature

For the District:

Luis Solano
Luis Solano (Sep 14, 2020 15:46 EDT)
Signature

Sep 14, 2020
Date

Approved: Nikolai P. Vitti, Ed.D, General Superintendent