Letter of Agreement
between
Detroit Public Schools Community District (“District”)
and
International Union of Operating Engineers, Local 324
Non-Instructional Supervisory Personnel (“NISP”)

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 Non-Instructional Supervisory Personnel (“NISP”) 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.

2. Bargaining unit members who perform their job duties face-to-face for the 2020-21 academic year shall receive $750.00 hazard pay for each marking period that they complete through June 30, 2021. Payments shall be made through a separate pay advice no later than two weeks after completion of the marking period.

3. Bargaining unit members shall be provided Personal Protection Equipment pursuant to CDC and OSHA guidelines.

4. Unit members shall adhere to COVID-19 safety requirements and other protocols.

5. 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.

6. Unit members that contract a confirmed case of coronavirus at a District worksite arising out of and in the course of employment during phases one (1) through (4) of the District’s reopening, shall be entitled to paid sick-leave until the unit member is able to return to work, and cannot perform work related duties and responsibilities face-to-face or online.

7. 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.

8. This LOA shall expire on June 30, 2021.
9. The validity, interpretation, and performance of this LOA shall be governed in all respects by the laws of the State of Michigan.

For the Union:  

Ron Heurtebise  

Signature  

Signature  

Date  

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

For the District:  

Signature  

Signature  

Date  

9/18/20