

**Letter of Agreement  
between  
Detroit Public Schools Community District (“District”)  
and  
Detroit Federation of Teachers (“Union”)**

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**2019-2020 COVID-19 SCHOOL CLOSURE AUXILLIARY SCHOOL SUPPORT STAFF PROGRAM**

WHEREAS, the Centers for Disease Control and Prevention (CDC) are responding to an outbreak of a respiratory disease named coronavirus disease 2019, abbreviated as COVID-19,

WHEREAS, the World Health Organization declared the COVID-19 outbreak a pandemic,

WHEREAS, the Honorable Governor Gretchen Whitmer has declared a state of emergency for the State of Michigan to respond to the novel COVID-19 and issued Executive Order No. 2020-35 regarding education for the remainder of the 2019-20 school year,

WHEREAS, the District and Union share the common goal of supporting student education and continuing to offer student learning opportunities during state mandated COVID-19 school closures,

WHEREAS, the Parties share the common goal of minimizing the disruption of student learning,

WHEREAS, the Parties are committed to making the mandated school closure period educationally productive for students by virtually providing targeted follow-up services through the District’s wellness check, case management and outreach protocols,

WHEREAS, the Parties recognize that auxiliary support staff – as identified by job classification in the attached list – play an integral role in the provisioning of care and educational services to students, especially through their roles and functions in fostering positive and productive learning environments, especially during the mandatory closure of schools period relating to COVID-19,

WHEREAS, the Parties are committed to auxiliary support staff performing the case management function in their designated auxiliary support roles and provisioning of services that create a conduit of care and information aimed to assist with the provisioning of additional student supports under the direction of their work site supervisor and or her/his designee(s),

WHEREAS, the Parties agree that auxiliary support staff shall perform the following duties in furtherance of providing students learning opportunities and associated supports during 2019-2020 COVID-19 school closures:

1. Maintain telecommuting work hours and remain virtually available during school hours, with appropriate flexibility and consideration for the auxiliary support staffer’s current homebound situation, technical capacity, or circumstance.
2. Follow the District’s wellness check, case management and telephone communications processes as indicated in the Support Staff Distance Learning Guidance plan (dated April 2020).
3. Engage in case-related activities and administrative tasks consistent with the auxiliary support staffer’s job classification, in support of the District’s virtual learning program.
4. Log-in daily to District email accounts and utilize Office 365 Suite of programs including Microsoft TEAMS communication channels, as appropriate.
5. Engage students online or telephonically Monday through Friday through Microsoft TEAMS application.
6. Engage in virtual meetings, professional development/training and supervisor check-in activities.
7. Contact parents and students as needed to inform and increase access to District and community resources.
8. Continue to maintain cooperative working relationships with students, parents, work site supervisor and or her/his designees.
9. Continue to collaborate with school and District personnel concerning student educational needs as requested.
10. Continue to meet work obligations in accordance with job classification functions.

- 11. Maintain timely recordkeeping procedures as required by work site supervisors.
- 12. Submit required forms, logs or other documents which account for telecommuting work, by job classification, inclusive of "COVID-19" and District telecommuting logs as directed by the worksite supervisor, as necessary, to be submitted daily or in any event no later than by the Friday of each school week.
- 13. As appropriate to job classifications such as School Social Worker or Speech and Language Pathologist, and other related job classifications, complete Medicaid billing documentation for students receiving special education services for case management or other related services.

The parties also agree to the following:

- A. Auxiliary support staff who are not able to engage in the auxiliary school support staff program under this Letter of Agreement ("LOA") due to a self or medically ordered quarantine or isolation related to COVID-19, may, and are encouraged to, exercise protections and relief offered by the Emergency Paid Sick Leave Act and Emergency Family and Medical Leave Expansion Act, both part of the Families First Coronavirus Response Act (FFCRA).
- B. The District shall provide technological and administrative support as needed in order to enable auxiliary support staff to perform the above-stated duties.
- C. The validity, interpretation, and performance of this LOA shall be governed in all respects by the laws of the State of Michigan.
- D. The terms of the LOA shall continue through June 19, 2020, unless the parties agree to extend this LOA in writing. As with previous years, the parties will negotiate for the 2020 summer school program in a separate letter of agreement, which may address on-line or distance learning as appropriate.
- E. On May 4, 2020 and as requested after that date, the parties will virtually meet, confer, and discuss this distance learning program with the purpose of resolving issues and improving educational practices.
- F. Nothing in this LOA shall be construed or operate to waive, amend, abrogate, or release from any provision of the parties' collective bargaining agreement or letters of agreement. Disputes concerning the interpretation, application, or enforcement of this LOA shall be subject to the grievance arbitration procedure of the parties' collective bargaining agreement.

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

For the Union:

For the District:

Terrance A. White  
Spencer M. Wilson

Ando J Poplar  
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Date: 4-24-2020

Date: 4-24-2020

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