

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

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 Detroit Federation of Teachers (“DFT”) and the Detroit Public Schools Community District (“District”) (collectively “the parties”) agree as follows for the 2020-2021 academic year:

1. Upon request from the DFT, representatives from the DFT 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.
 - a. Classrooms and other seating areas will be configured so that people (students and staff) will be at least six (6) feet apart in direct instruction settings with no more than twenty (20) students per class.
 - b. To the greatest extent possible and with the least disruption, principals will balance the number of students per grade level necessary to adhere to the District’s social distancing standards.
 - c. If a DFT bargaining unit member finds non-compliance with health and safety requirements regarding room configuration or class size, she/he shall notify the principal who shall immediately remedy the non-compliance.
 - d. Changes to the health and safety requirements will be collectively bargained by the parties.
 - e. Virtual/online classes shall be subject to the class size limits set forth in Article 18 of the collective bargaining agreement. However, payment for oversized virtual/online classes (or combined in-person and virtual/online classes) shall not be subject to the limits of the class size overage pool fund set forth in Article 18.
2. The parties shall form a joint Labor-Management Committee on Schools Reopening (“CSR”). The CSR shall consist of three persons appointed by the District and three persons appointed by the DFT. More persons may be added to the CSR by mutual agreement. The CSR will meet weekly to review reopening issues with the mutual intent to improve educational and safety practices. Among other issues, CSR will review Tri-County (Wayne, Oakland, and Macomb Counties) COVID-19 data, and will

work with health officials, community groups, and other stakeholders to determine data that needs to be reviewed and considered, as well as the framework for data interpretation. When appropriate CSR will make recommendations to improve educational and safety practices to the District's Board of Education. The establishment and work of the CSR does not replace the obligation of both parties to negotiate in good faith concerning issues subject to collective bargaining.

3. Beyond required "return to work" COVID-19 testing, the District will provide COVID-19 testing to employees and students on a voluntary (non-required) and ongoing basis. Student testing will require parental consent. This testing shall be free of cost to students and staff. The District will promote and encourage student testing through educational activities and publicity.
4. The District will also begin to explore and proactively communicate the rationale and purpose of a Districtwide random COVID-19 testing program throughout the school year. The District shall also work with the DFT, City and County health departments to develop and implement, no later than the beginning of the 2nd quarter of 2020-21, a research-based COVID-19 testing program with the aim of limiting COVID-19 outbreaks in schools/worksites throughout the school year. This testing shall be voluntary and shall also be free of cost to students and staff.
5. All DFT bargaining unit members will be allowed to choose their preference to perform their job duties either face-to-face or online/ remotely. This selection shall remain in effect for the first nine (9) weeks of the first semester – that is, through November 11, 2020. If changes are needed after those first nine (9) weeks, the parties will collectively bargain in good faith over the issue of choice thereafter.
6. Training shall be provided for all DFT bargaining unit members.
 - a. DFT bargaining unit members who elect face-to-face job performance shall receive mandatory specialized training on the best approaches and safety precautions for the safe delivery of high-quality instruction to students in the COVID-19 work environment. The training may be enhanced by personal experiences shared by unit members employed in the 2020 Summer School Program.
 - b. DFT bargaining unit members who elect virtual/online job performance shall receive mandatory specialized training on the best approaches to deliver high-quality instruction to students.
7. DFT bargaining unit members who elect face-to-face job performance shall be provided PPE (protective gowns, face masks, face shields, shoe covers, and gloves) pursuant to CDC and OSHA guidelines and upon request, as circumstances require.
8. DFT bargaining unit members who elect to perform their job duties face-to-face for the 2020-21 academic year shall receive a bonus of \$750.00 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.

9. All professional development, including but not limited to virtual teaching and health and safety protocols, will be conducted remotely for the 2020-21 school year. One possible exception is that bargaining unit employees who elect face-to-face job performance may be asked to participate in face-to-face professional development so long as all safety protocols, such as social distancing requirements and PPE's, are met.
10. Teachers who provide face-to-face instruction and who are transferred to a different school may subsequently request a return to their original school, and the District shall consider and seek to give priority to such request.
11. DFT 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 DFT 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.
13. If a DFT 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 be required to deliver instruction remotely to ensure continuity of student learning.
14. DFT 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) within her/his respective classroom(s).
15. Any DFT bargaining unit member who performs their job duties online/virtually shall be allowed upon request to perform their duties within an assigned school on days that the unit member chooses, provided that it does not interfere with school operations, and further provided that she or he adheres to COVID-19 safety requirements and other protocols. In no case shall such a unit member coming into a school be asked or required to perform face-to-face activities.
16. The parties will also meet, as needed and in consultation with the CSR, 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 online/remotely.

17. The District and the DFT will also collectively bargain in good faith, upon request of either party, on any other issues related to COVID-19 which arise during the 2020-21 school year but which have not been specifically addressed in this LOA or the collective bargaining agreement.

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

19. The validity, interpretation, and performance of this LOA shall be governed in all respects by applicable Federal and state laws, regulations, and court rulings.

20. 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 DFT:

For the District:

Teresa D. ... - President

Signature

[Handwritten Signature]

Signature

[Handwritten Signature]

Signature

[Handwritten Signature]

Signature

8-27-2020

Date

8/27/20

Date