

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

2020-2021 District's COVID-19 Points of Dispensary

WHEREAS, providing the COVID-19 vaccine to District employees and contractors is a critical component of the District's strategy to fully reopen District schools;

WHEREAS, in partnership with the City of Detroit, the Detroit Health Department and Wayne State University the District shall establish a Points of Dispensary across the City of Detroit to administer the COVID-19 vaccine to District employees and contractors at District worksites;

WHEREAS, during a pandemic, nurses and other essential health care professionals serve a critical role in the scaled distribution of the COVID-19 vaccine in the District's Points of Dispensary necessary to fully reopen District schools;

THEREFORE, by their signatures below, the Parties' representatives agree to the terms and conditions as set forth below:

1. In collaboration with the City of Detroit Health Department, the District will provide direct vaccine access to District employees and contractors through appointments at designated Points of Dispensary sites.
2. The District's Points of Dispensary shall be staffed by a combination of contracted agency nurses, partners and District employed nurses (JOB CODE: 0150).
3. Nurses who serve in the District's Point of Dispensary sites shall receive early access to the COVID-19 vaccination.
4. The City of Detroit Health Department in collaboration with the District's Office of School Health and Wellness shall confirm all nurses working under the District's Point of Dispensary, and ensure all participating nurses are fully licensed, credentialed and receive training necessary to perform the duties and responsibilities inherent in the administration of COVID-19 vaccination programs.
5. School Nurses (JOB CODE: 0150) that serve in the District's Points of Dispensary shall work their contractual work hours and be entitled to receive Hazard Pay provisions delineated in the 2020-21 Reopening of Schools Letter of Agreement.

| PROJECTED WEEKLY WORK SCHEDULE | | | |
|---------------------------------------|---------------|---|-----------------------------------|
| Days of Week | Monday | Tuesday through Friday | Saturday |
| | Telecommute | Work contractual work hours at assigned Point of Dispensary between the hours of 9AM to 5PM | 10AM - 2PM \$32.50 Hourly Rate |
| | | | VOLUNTARY |

6. Point of Dispensary supervisors may request, from time to time, voluntary work schedule adjustments that are mutually acceptable to all parties to address the needs of dispensary clients.

7. Bargaining unit members working in the District's Points of Dispensary shall be provided, upon request, Personal Protective Equipment—PPE (i.e., protective gowns, face masks, shoe covers and gloves) pursuant to CDC and OSHA guidelines.
8. District employed nurses who elect to work additional hours at the District's Points of Dispensary sites shall be compensated at the rate of \$32.50.
9. Unit member participation in this District's Points of Dispensary is voluntary and may be terminated at the employee's discretion.
10. School Nurses that serve in the District's Point of Dispensary shall maintain compliance with District established safety protocols.
11. District employed nurses who contract Covid-19 during the provisioning of vaccination services at the District's Points of Dispensary shall be entitled to paid sick-leave, without any loss of her or his sick bank time, until he or she is medically cleared to return to work.
12. It is agreed and understood that Articles 9 (*Compensable (On the Job) Injuries*) and 20 (*Legal Liability*) of the Collective Bargaining Agreement between the DFT and District shall be applicable to this LOA, as shall all other provisions of the Collective Bargaining Agreement.
13. This agreement, shall have no precedential effect nor shall be used as evidence or otherwise in any non-related matter between the parties, expires on June 30, 2021.
14. The District and the DFT shall collectively bargain in good faith upon request of either party on issues which arise during the implementation of the District's Points of Dispensary. The District and the DFT each reserve their respective rights to bargain over vaccine or other health-related issues as to DFT bargaining unit members.

THEREFORE, by the representatives' signatures below, the parties agree to the terms (to be incorporated into the CBA) as outlined above.

For the Union:

Terrence Martin

Terrence Martin (Jan 21, 2021 16:52 EST)

Signature

Lakia M. Wilson-Lumpkins

Lakia M. Wilson-Lumpkins (Jan 21, 2021 17:05 EST)

Signature

Jan 21, 2021

Date

For the District:



Luis Solano (Jan 22, 2021 06:34 EST)

Signature

Signature

Jan 22, 2021

Date

Approved:

Nikolai P. Vitti, Ed.D, General Superintendent


DFT__2020-2021 COVID-19 Vaccine Administration Program__01.21.21__Final


Final Audit Report


2021-01-22

| | |
|-----------------|--|
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✔ Agreement completed.

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