

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

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**2020-2021 District's COVID Vaccination and COVID-19 Monitoring Program**

**WHEREAS**, the COVID-19 vaccine is the primary protection vehicle available to combat the novel coronavirus and achieve widespread COVID-19 immunity,

**WHEREAS**, providing access to the COVID-19 vaccine, at no cost to District employees is a critical component of the District's strategy to fully reopen District schools,

**WHEREAS**, the District has and will continue to actively encourage District employees, including the bargaining unit members of the Detroit Federation of Teachers (hereafter "DFT unit members"), to be vaccinated on paid time off from work,

**WHEREAS**, the District remains committed to providing DFT unit members personal protective equipment (protective gowns, face masks, face shields, shoe covers, and gloves) pursuant to CDC and OSHA guidelines and upon request, as circumstances require,

**WHEREAS**, as a part of the District's layered and comprehensive strategy to encourage and support COVID-19 vaccination of all District employees, the District shall provide a one-time financial incentive to encourage DFT unit members to receive the COVID-19 vaccine,

**WHEREAS**, as part of a layered detection and mitigation strategy, the District will launch the District's COVID-19 monitoring program to identify asymptomatic carriers of the COVID-19 and monitor the prevalence of COVID-19 across all District schools and worksites.

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

1. DFT unit members may schedule their COVID-19 vaccination(s), which shall be voluntary, during the regular workday, provided that scheduled appointment date(s) and time(s) are shared with the worksite supervisor in advance. Requests for COVID-19 vaccination(s) submitted to work site supervisors shall be accompanied by supporting vaccination appointment documentation.
2. DFT unit members shall receive sixteen (16) sick leave hours of paid release time for the administration of the full COVID-19 vaccine regimen and to provide additional sick leave, as needed, for symptoms related to COVID-19 vaccine side

effects, such as: fatigue, fever, headaches, chills and nausea. Additional sick leave hours needed by DFT unit members beyond the sixteen (16) sick leave hours provided by the District under this proposal shall be drawn by DFT unit members as needed from their personal sick leave banks.

3. DFT unit members who provide COVID-19 vaccination records shall receive a one-time bonus of **\$500.00** through a separate pay advice. The one-time COVID-19 vaccine incentive payment shall be made after verification and processing of submitted vaccination records. Payment will be provided to DFT unit members no later than thirty (30) days after proof of administration of COVID-19 vaccine regimen is received, validated and processed by the Office of Human Resources.
4. Beyond required "return to work" COVID-19 testing, the District will implement a COVID-19 monitoring program no later than the beginning of the start of the fourth (4<sup>th</sup>) quarter of 2020-2021 school year. DFT unit member participation in the District's COVID-19 monitoring program shall be free of cost to all DFT unit members. Student testing shall be ongoing and occur at schools until the end of the 2020-2021 school year.
5. The District's COVID-19 monitoring program shall be for individuals, either asymptomatic or symptomatic, working or learning in an in-person capacity. DFT unit members who work 100% online, who do not intend to use any in-person school/worksites resources, and who are working from their residence 100% of the school/workday shall not be a part of the testing population. Participation in the District's COVID-19 monitoring program is required for all DFT unit members and students who are working or learning in an in-person capacity, unless an exemption is granted by the Office of School Health and Wellness. DFT unit members shall be randomly selected to participate in COVID-19 monitoring testing. DFT unit members who meet one or more of the criteria below, shall be exempted from the District's COVID-19 monitoring program.
  - A. The DFT unit member has previously tested positive for COVID-19 through a viral test in the prior 90 days;
  - B. The DFT unit member has a medically documented disability that would physically preclude her or him from test administration; or
  - C. The DFT unit member is unable to submit for the testing supportive of the District's COVID-19 monitoring program due to a medically documented illness or condition other than COVID-19 symptoms.

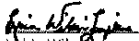
Staff members with a medically documented, physical disability and or a medically documented illness that prevents them from completing the District's COVID-19 monitoring test shall work with the Office of School Health and Wellness to be exempted from the District's COVID-19 monitoring testing program. Exemptions from the District's COVID-19 monitoring program shall be

granted, on a case by case basis, and shall remain strictly confidential unless disclosure is required by law.

6. The District and the DFT will collectively bargain in good faith, upon request of either party, on any other issues related to COVID-19 which arise during the 2020-2021 school year, but which have not been specifically addressed in this LOA or the collective bargaining agreement. Disputes concerning the interpretation, application, or enforcement of the provisions of this Letter of Agreement shall be subject to the grievance arbitration procedure of the DFT collective bargaining agreement.
7. This Letter of Agreement (LOA) expires on June 30, 2021.
8. The validity, interpretation, and performance of this LOA shall be governed in all respects by applicable Federal and state laws, regulations, and court rulings.

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

**For the Union:**

  
Larkia Wilson-Lumpkins (Apr 9, 2021 20:28 EDT)

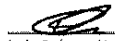
**Signature**

**Signature**

Apr 9, 2021

**Date**

**For the District:**

  
Luis Solano (Apr 9, 2021 22:02 EDT)

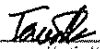
**Signature**

**Signature**

Apr 9, 2021

**Date**

**Approved:**

  
Terrence Martin (Apr 9, 2021 18:44 EDT)

**Terrence Martin, DFT President**

**Approved:**

  
Nikolai P. Vitti, Ed.D, General Superintendent