

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

2020-2021 In-Person Support by Registered School Nurses

WHEREAS, since the global professionalization of the nursing profession over 120 years ago, nurses have consistently responded to the call of duty in alignment with the text and spirit of the Nightingale pledge. Nurses have heroically stood by our side as our community experienced the deleterious effects of public health emergencies and global health pandemics, including the COVID-19 pandemic;

WHEREAS, the Registered School Nurses serve a critical role in the District's implementation of COVID-19 mitigation and monitoring strategies necessary to continue the reopening of schools and to maintain safety;

WHEREAS, the District's Registered School Nurses will continue to ensure that children have access to appropriate educational opportunities in a safe environment responsive to every child's health needs;

WHEREAS, the COVID-19 pandemic has shone further light on the high demand for Registered School Nurses in District schools and the critical role Registered School Nurses play in limiting the spread of COVID-19;

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

1. Registered School Nurses under this agreement will continue to have the choice of whether to perform their duties and services in-person or remotely, with the duties and responsibilities of the in-person position for the entirety of the five (5) day work week. Nurses who elect to return to an in-person modality will be placed as assigned by the District based on student needs. When possible, Nurses who elect to return to an in-person modality will be placed in a school for which they already provide services.
2. Registered School Nurses who elect to perform their duties and services in-person shall also support the implementation of the District's mandatory COVID-19 monitoring program which will provide mandatory, regular COVID-19 testing for individuals including but not limited to those individuals who are not experiencing COVID-19 symptoms.
3. Pursuant to the 2020-21 *Reopening of Schools* letter of agreement, bargaining unit members who elect to perform their job duties through an in-person modality for the 2020-21 academic year shall continue to receive a \$750.00 hazard pay bonus for each marking period they complete through June 30, 2021. This includes but is not limited to Registered Nurses.

4. Registered School Nurses (job code 0150) who perform their job duties through an in-person modality and continue to perform their job duties in-person five (5) days a week for the remainder of the 2020-21 school year, as well as those who elect to perform their job duties in-person going forward, shall receive both the \$750.00 hazard pay bonus and a new \$750.00 *Nurses in-Person Student Support Supplement* (total of \$1,500.00) for grade marking periods now through June 30, 2021. The new \$750 Nurses In-Person Student Support Supplement shall be issued to Registered School Nurses for each quarter that their job duties were performed in an in-person modality during quarters 1 and 2.
5. Registered School Nurses working in District schools shall be provided, upon request, Personal Protective Equipment—PPE (i.e., protective gowns, N95 face masks, shields, and gloves) pursuant to CDC and OSHA guidelines, including but not limited to oximeters, sanitizer, and masks for students. Administrators who receive requests for such PPE shall fulfill them promptly, and shall not tell a Registered School Nurse that he or she must get such supplies from some other source.
6. The District shall provide to the fullest extent possible a separate area for student isolation where a Registered School Nurse can ensure the safety of all students and staff. Where a school has a Registered School Nurse performing services in-person, the District to the fullest extent possible shall not utilize nurse offices for other ancillary staff, administrators, or storage. Further, where a school has a Registered School Nurse performing services in-person, the District shall ensure that the nurse office (or other room used for nurse services) has adequate ventilation, a sink, and a toilet in the same room or in close proximity. In instances where the District is not able to provide a separate area for student isolation or limit utilization of nurse offices for other staff or storage as described above, the principal and nurse shall work collaboratively with the Office of School Health and Wellness to find an adequate working space for the provisioning of nursing services.
7. Registered School Nurses performing duties and services in-person shall maintain compliance with District established COVID-19 safety protocols.
8. Registered School Nurses who contract COVID-19 during the provisioning of in-person services 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.
9. If the District should go into expanded closure in which Registered School Nurses are unable to return to work in-person and can only telecommute, the \$750.00 for the In-Person Student Support Supplement referenced above shall not be paid during such expanded closure. Bonuses and supplements shall be prorated as needed to account for suspension(s) of in-person service.
10. 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. Disputes concerning the interpretation, application, or enforcement of the provisions of this LOA shall be subject to and resolved through final and binding expedited arbitration under the rules and procedures of the American Arbitration Association.

11. This letter of agreement expires on June 30, 2021.


12. The District and the DFT shall collectively bargain in good faith upon request of either party on issues which arise during or from the implementation of this letter of agreement.

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

For the Union:

For the District:

Lakia Wilson-Lumpkins
Lakia Wilson-Lumpkins (Apr 15, 2021 11:03 EDT)


Luis Solano (Apr 15, 2021 11:21 EDT)

Signature

Signature

Signature

Apr 15, 2021

Signature

Apr 15, 2021


Date

Date

Approved: 
Terrence Martin (Apr 15, 2021 10:12 EDT)

Terrence Martin, DFT President

Approved: _____


Nikolai P. Vitti, Ed.D, General Superintendent