

**LETTER OF AGREEMENT BETWEEN
GROSSE POINTE PUBLIC SCHOOL SYSTEM
AND
GROSSE POINTE EDUCATION ASSOCIATION, MEA/NEA
RE: 2020-2021 RETURN TO LEARN**

December 18, 2020

Due to the COVID-19 Pandemic and to ensure the highest quality instruction for our students, while at the same time ensuring the health, safety and well-being of our students, employees, their families and the community, the Grosse Pointe Public School System (GPPSS) and the Grosse Pointe Education Association, MEA/NEA (GPEA) hereby agree that all provisions of the current collective bargaining agreement, Letters of Understanding and Letters of Agreement, between the parties shall remain in full force and effect except as otherwise provided herein.

- A. **Safety** – In the event of face to face, hybrid and/or traditional learning during any Phase of the pandemic, GPPSS shall follow its Board-approved Preparedness Plan developed under the Governor’s Return to School Roadmap of August 10, 2020, or any subsequent amendments thereto, in addition to the COVID Protocols and Procedures required by the Michigan Department of Health and Human Services (MDHHS), the Governor’s Executive Orders , the Wayne County Health Department, or law.
1. A full listing of PPE available to bargaining unit members shall be provided to the Association prior to any return to school. This listing will be updated as needed, including changes in the PPE available.
 2. Adequate supplies of hand sanitizer, disinfecting wipes, cleaning spray and paper towel shall be provided to all classrooms. Administration in each building shall inform bargaining unit members as to the procedure or location within the building for obtaining such supplies.
 3. GPPSS shall provide two masks per day for all bargaining unit members and masks as needed for students. GPPSS shall provide a 50-count box of latex gloves to each classroom on a monthly basis, and a 50-count box of non-latex gloves upon request. GPPSS shall also provide plastic shields upon request.
 4. Bargaining unit members shall be required to wear a mask at all times except when eating or if unable to wear a mask due to a medical condition. A waiver of this requirement shall only be granted upon providing GPPSS with a waiver request including medical documentation supporting the waiver (to the extent permitted by law), in which case other accommodations may be required.
 5. Grade Pre-K-12 students shall be required to wear a mask to the extent required by GPPSS, Michigan Department of Health and Human Services (MDHHS), the Governor’s Executive Orders, the Wayne County Health Department, or law, which shall include classrooms, school buses, indoor hallways and common areas. A waiver of this requirement shall only be granted upon

providing GPPSS with a waiver request including medical documentation supporting the waiver (to the extent permitted by law).

6. N95 masks shall be made available to all bargaining unit members who request such a mask. Bargaining unit members opting to use N95 masks have been provided with a link to instructions on fitting and use (COVID-19 GCN module: COVID-19 Video: How to wear a Mask (OSHA)). Problems with N95 masks should be addressed to the building administrator.
7. GPEA bargaining unit members may wear clothing not typically worn to school to protect against the COVID-19 virus, such as scrubs, as long as the clothing is appropriate.
8. Social distancing in a school workspace shall be as required by the Michigan Department of Health and Human Services (MDHHS), the Governor's Executive Orders, the Wayne County Health Department, or law, which may be less than the six feet generally recommended. GPPSS shall provide and install, where appropriate, plexiglass dividers/desk shields or the like to help ensure safety for staff and students. Each building administrator shall work with the GPEA President or designee in addressing questions or concerns that may arise with respect to the same.
9. Students shall be scheduled in larger rather than smaller classrooms where reasonably possible in situations where social distancing may be compromised in a smaller classroom.
10. GPPSS shall provide personal protective equipment (PPE) to bargaining unit members appropriate to the position and work expectations, such as gowns to teachers whose work with special education students require physical contact or being in close proximity to the student.
11. Non-compliance by students with any established safety protocol shall be appropriately addressed by GPPSS administration.
12. Frequently touched surfaces including, but not limited to, light switches, doors, benches and bathrooms shall be cleaned by GPPSS custodial staff to the extent required by the Michigan Department of Health and Human Services (MDHHS), the Governor's Executive Orders, the Wayne County Health Department, or law.
13. Classrooms in which students are physically present, including, but not limited to, libraries, computer labs and other arts areas, as well as other workplace areas, shall be cleaned by GPPSS custodial staff to the extent required by the Michigan Department of Health and Human Services (MDHHS), the Governor's Executive Orders, the Wayne County Health Department, or law.
14. GPPSS will implement the process of written notification of sanitization of rooms (including classroom, workspace areas, common areas, lunch rooms, libraries, etc.) through a visual notification outside the work area.

15. While it is acknowledged that teachers' primary duties do not include cleaning, it is understood that teachers will reasonably assist with disinfecting areas such as student work surfaces, and equipment they utilize in student instruction as may be necessary.
16. Classroom windows and interior doors may be opened while bargaining unit members and students occupy the space to the extent permitted by law and the fire code. With the permission of the building administrator, exterior classroom doors may also be opened while bargaining unit members and students occupy the space. It shall be the responsibility of the bargaining unit member to close and lock doors (and windows as appropriate) each time the classroom is left unattended, so as to not jeopardize the safety and security of the building. Under a lockdown or inclement weather situation, doors are to be closed.
17. If there is HVAC loss in a room (non-operational), accommodations will be made for the continuation of airflow, such as opening windows, adding fans or moving a class.
18. If there is loss of HVAC for an entire building (non-operational), in which adequate airflow cannot be provided (such as opening windows or doors), the building may be closed, and instruction shall continue remotely/virtually.
19. At the secondary level, upon entry into the classroom, students shall be responsible for cleaning their work area. At the elementary level, students shall be responsible for cleaning their work area as appropriate.
20. On a daily basis, GPEA bargaining unit members shall follow the building entry protocols before entering the building by the completion of the online daily COVID screening. GPPSS shall provide a link to the District's intranet called "Staff Health Screening."
21. Students shall follow the GPPSS Preparedness Plan and Wayne County Health Department requirements with respect to entering a building. GPPSS shall ensure that parents are notified of such protocols by email and robocalls.
22. GPPSS shall identify and designate a quarantine area for students who appear to be ill while at school and inform staff within the applicable building of the quarantine area. It is understood and agreed that GPEA members shall not be responsible for supervising students in the quarantine area.
23. GPPSS shall notify staff of COVID-19 cases in a building as required by the Michigan Department of Health and Human Services (MDHHS) Order of October 6, 2020 [https://www.michigan.gov/coronavirus/0,9753,7-406-98178_98455-541860--,00.html] and amendments and/or subsequent orders. GPPSS shall make such Orders available on the District's website.
24. GPPSS shall follow the reporting and requirements and protocols of the Michigan Department of Health and Human Services (MDHHS) Order of October 6, 2020

[https://www.michigan.gov/coronavirus/0,9753,7-406-98178_98455-541860--,00.html] and amendments and/or subsequent order updates to such Order as it pertains to notification of staff/student/parent/community member COVID exposure, diagnosis, quarantine and contact tracing.

25. While it is not bargaining unit members' responsibility to engage in or conduct contact tracing with respect to the COVID-19 virus, it is understood that bargaining unit members shall reasonably cooperate with GPPSS administration and health authorities with respect to the same.

B. Working Conditions

1. Bargaining unit members shall not be required to physically report to the workplace during virtual and remote instruction. Upon the resumption of face-to-face instruction bargaining unit members shall begin reporting to the workplace one week prior to the student report day. One GP Virtual teachers shall continue to work remotely.

Recognizing the timing of this LOA, the following specific teacher return dates are based on the currently announced return dates for face-to-face instruction.

- Teachers of students scheduled to report for face-to-face instruction on 1/4/21 shall report to buildings on 1/4/21.
 - Teachers of students scheduled to report for face-to-face instruction on 1/11/21 shall report to buildings on 1/4/21.
 - Teachers of students scheduled to report for face-to-face instruction on 1/25/21 shall report to buildings on 1/19/21.
 - Teachers of students scheduled to report for face-to-face instruction on 1/28/21 shall report to buildings on 1/21/21.
2. All Professional Development, staff meetings, PLC or SLC meetings while in Phase 3 or 4 shall be held virtually.
 3. Parent Teacher Conference will be held virtually when in Phase 3 or 4. Times for the conferences shall remain the same as mutually agreed to by the parties.
 4. District and Building events including Open House, Back-to-School, Curriculum Night and all other parent/student/bargaining unit events shall be held virtually when in Phase 3 or 4.
 5. Prior to operating in Phase Five status, the parties shall meet to discuss and agree upon the manner in which the meetings and events identified in this paragraph B, sections 2, 3 and 4 will be conducted.
 6. During the 2020-2021 school year, GPPSS shall provide the following modules regarding workplace infection-control practices, proper use of personal protective equipment, and related information:

COVID-19 GCN modules available

COVID-19 Identifying Symptoms

COVID-19 Plan, Prepare, and Respond

COVID-19 Video: How to wear a Mask (OSHA)

COVID-19 Video: Maintaining a Healthy School Environment

COVID-19 Video: Proper Handwashing (CDC)

COVID-19 Video: Wear a Cloth Face Covering (CDC)

COVID-19 Workplace Guidelines.

7. Video or audio recordings of bargaining unit members shall occur only with the bargaining unit member's knowledge and shall not be used by other GPPSS staff or persons outside GPPSS without the bargaining unit members' consent. It is understood that some portion of the bargaining unit member's lessons/instruction and the like, shall be video/audio recorded for the purpose of instructing the bargaining unit members' students and/or relating to such instruction.
8. An administrator must notify the bargaining unit member of his/her presence during any observation, whether that presence be physical, remote or virtual.
9. Class size limits shall remain in place.
10. Bargaining unit members shall not be required to work in their buildings beyond the contractual work day set forth in the parties' collective bargaining agreement.

C. Working Conditions – Virtual OneGP, Remote and Other Virtual Instruction

All provisions set forth in Section C above shall apply to this Section D unless specifically stated otherwise.

1. Educational Support for Students and Teachers Required to Quarantine Due to COVID -19

a. Due to students and teachers being quarantined for COVID related reasons, bargaining unit members may be asked by administration to allow students who will be absent five or more days to remotely engage with instruction via various technology-based methods when in hybrid or face-to-face instruction.

When a student is absent, the teacher is absent, or the entire class is absent due to COVID, administration will meet with the bargaining unit member to discuss how to support the specific situation.

When making decisions regarding how to support the situation, considerations shall include the specific instructional content, the appropriate pedagogical best practice, the developmental needs of the students, the recommendation of the department chair/grade level leader and the recommendation of the bargaining unit member. Options to address this situation could include, but are not limited to, the use of Zoom, interactive flat panels, 'flipped classroom options', live streaming, video recording and

posting on learning management system for student review, and other technology-based methodologies.

After such consultation, the bargaining unit member will design a specific method of instructional delivery that fits the need of the student(s) and is approved by the administrator.

- b. The District will ensure that the student and bargaining unit member have the necessary technology resources to participate in instruction identified above.
- c. GPPSS agrees that content created per the above by bargaining unit members for their classes will not be used without his/her permission.
- d. A single class period may include whole group instruction, discussion, break out rooms, videos, independent student learning and/or asynchronous instruction.

2. Remote Content Delivery by Non-Bargaining Unit Members

- a. The parties acknowledge and agree that, in general, the best interest of GPPSS students is served with the delivery of instruction by GPPSS staff using the GPPSS curriculum.
- b. Prior to the COVID 19 pandemic the District used various third-party providers to deliver remote content (primarily Michigan Virtual) in the following instances:
 - When a student had a unique medical or personal need that indicated remote content delivery was in the student's unique best interest.
 - When schedule conflicts did not allow a student to take a course with a bargaining unit member as the teacher.
 - Credit recovery reasons specific to a student.
 - When a specific course (i.e. ASL) was not offered in GPPSS.
- c. A bargaining unit member serves as a mentor for each student enrolled in a remote content delivery option. The parties agree that each bargaining unit member that serves as a mentor shall be compensated at the rate of \$75 per student, per semester, per remote learning course.
- d. Due to the COVID-19 pandemic and the resulting remote learning and OneGP Virtual creation, GPPSS enrolled more students in various remote content providers (Michigan Virtual, Edgenuity, ChemAdvantage) to serve students. The parties agree that this expanded enrollment:
 - Is specifically related to the COVID-19 pandemic.
 - Will not result in any bargaining unit member having a reduced teaching assignment or directly lead to the layoff of a bargaining unit member for the 2020-21 school year
- e. At the conclusion of the 2020-21 school year the parties agree that this expanded use of remote learning will be terminated with the District returning to only use remote and virtual learning as described in Section 2b above.

3. General Provisions

a. A bargaining unit member's online content will not be used in classes outside of the classes taught by the specific bargaining unit member or by other GPPSS staff or other persons without his/her permission.

b. Bargaining unit members shall not be liable for misuse of online instructional content by outside third parties.

D. Absences and Leaves

1. The parties agree that with respect to short-term absences when teachers are working in a virtual/remote environment, the parties' understanding as summarized in the September 4, 2020, email of Deputy Superintendent Jon Dean shall apply, which in part provides as follows:

1. There may come a time when you cannot attend to your regular, virtual/remote teaching duties for an approved reason (illness, family illness, personal business, etc. Please note that a variety of reasons to miss work are noted in the GPEA contract in Article X starting on page 27.)
2. If the absence is such that you only need to miss a small amount (1 – 3 hours) of virtual/remote commitments you should inform your students and administrator that you will not be virtually present for those commitments, make arrangements for the students to engage in content on their own and tend to the issue that requires your attention. In this case you (bargaining unit member) do not need to put the absence in Frontline.
3. If that absence is such that you (bargaining unit member) will miss more than more than three hours of virtual/remote commitments you (the bargaining unit member) should inform your (his/her) administrator and students, enter the absence in Frontline using the relevant absence reason, and as possible make arrangements for the students to engage in content on their own and tend to the issue that requires your (bargaining unit members) attention.

2. Bargaining Unit Members Quarantined/Absent Due to COVID-19

A. If a bargaining unit member is quarantined because of possible COVID workplace exposure as determined by the Wayne County Health Department (WCHD), GPPSS shall permit the bargaining unit member to work remotely or if the bargaining unit member is unable to work because of COVID symptoms, the bargaining unit member shall apply for FFCRA benefits or successor paid leave federal or state legislation benefits.

If the results are negative, the bargaining unit member shall return back to work in accordance with applicable WCHD/law protocols.

If the results are positive, and the Wayne County Health Department determines that the bargaining unit member contracted the COVID virus in the course of employment with GPPSS, then after the bargaining unit member receives any benefits that may be provided under the FFCRA or successor paid-leave federal or state legislation, GPPSS shall place the bargaining unit member on paid leave up to a maximum of 24 days until the member recovers and returns to work without charge to the member's accumulated sick leave.

- B. If a bargaining unit member is quarantined because of possible COVID exposure outside of the workplace as determined by the Wayne County Health Department (WCHD), GPPSS shall permit the bargaining unit member to work remotely or if the bargaining unit member is unable to work because of COVID symptoms, the bargaining unit member shall apply for FFCRA benefits or successor paid leave federal or state legislation.

If the results are negative, the bargaining unit member shall immediately return back to work to the extent permitted by WCHD/law protocols.

If the results are positive, and the Wayne County Health Department determines that the bargaining unit member did not contract the COVID virus in the course of employment with GPPSS, then after the bargaining unit member receives any benefits that may be provided under the FFCRA or successor paid leave federal or state legislation, the bargaining unit member shall then utilize his/her leave days as applicable as provided in the parties' collective bargaining agreement. In addition, it is agreed that bargaining unit members may use both their Individual Leave Bank days as well as their Individual Roll Bank days for purposes of quarantining due to COVID, or caring for a family member with COVID or who has to quarantine due to COVID, up to a maximum of 24 days.

3. Nothing herein shall prohibit a bargaining unit member from pursuing a Workers' Compensation claim or other legal action.
4. Nothing herein shall prohibit a bargaining unit member from using any leave provided by federal or state law.

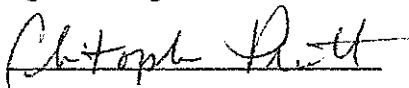
E. Extra Duty Positions

1. Athletic Activities. In the event of cancellation by GPPSS, the State of Michigan or the Conference, compensation shall be prorated based on the number of practices, competitions or games played.
2. Non-Athletic Activities. If not cancelled by GPPSS or the parties otherwise reach an agreement regarding the same, compensation for all non-athletic extra duty positions shall be provided in the manner set forth in the collective bargaining agreement.

F. Miscellaneous

1. GPPSS agrees to take all necessary action to facilitate payment of hazard pay by the State of Michigan, pursuant to PA 166 of 2020, or otherwise provided by and received from an act of Congress, to bargaining unit members.
2. All terms and conditions of employment, as set forth in the parties' collective bargaining agreement, letters of understanding and letters of agreement shall remain in full force and effect except as otherwise provided herein.
3. This is a one-time, non-precedent setting agreement for the 2020-21 school year only and shall expire on June 30, 2021. This Agreement shall not constitute the establishment of precedent, custom, practice or binding working conditions.
4. The parties understand that the coronavirus (COVID) pandemic situation is very fluid and therefore shall agree to reconvene at the request of either party to discuss ongoing changes to working conditions and safety throughout the school year as a result of changes in the law.
5. Any provision, paragraph or section, including sub provision, sub paragraph or sub section, of this Agreement that is determined to be unenforceable shall be ineffective without invalidating the remaining provision, paragraph or section, including sub provision, sub paragraph or sub section herein.
6. It is understood and agreed that any and all grievances that have been filed (Livestream in Special Education Classrooms, grievance #2020/2021/02) or could have been filed relating to teachers and/or student return to in person student instruction that occurred prior to the execution of this Letter of Agreement are waived and/or otherwise deemed to be resolved.

Signature Page:

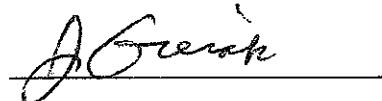


Grosse Pointe Education Association, MEA/NEA

By: Christopher Pratt, President

12/21/2020

Date



Grosse Pointe Public School System

By:

12-21-20

Date

