

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

REVISED SCHOOL CALENDAR

WHEREAS, the Detroit Public Schools Community District (“District”) and the Detroit Federation of Teachers (“DFT” or “Union”) share the common goal of providing the best possible education for all children;

WHEREAS, this Letter of Agreement is intended to change the 2018-19 school calendar as a response to the deviation from the Wayne RESA Common Calendar absent a waiver, which consequently prohibits the District from implementing a portion of the 2018-19 school year calendar stipulated and set forth in the parties’ collective bargaining agreement (“Agreement”) – that is, schools would be closed April 22 through April 26, 2019 for spring break;

WHEREAS, the DFT indicated its intent to file an unfair labor practice charge based upon the announced intention by the District to deviate from the agreed-upon school year calendar (draft ULP charge statement attached);

WHEREAS, the District also recognizes the value and importance of both regular and common preparation periods, within the context of the school year and also on a daily and weekly basis, as essential terms and conditions of employment for teachers;

THEREFORE, the parties agree as follows:

1. The 2018-19 school calendar will be amended to align with the Wayne RESA calendar so that schools will be closed April 1 through April 5, 2019, rather than April 22 through April 26, 2019 – a change which will further allow students to meet state mandated testing participation while satisfying other state requirements.
2. The District will strictly uphold preparation periods (four (4) in K-8, five (5)-HS) as an essential term and condition of employment for teachers. As such, any failure of building administration to ensure, provide, or otherwise effectuate preparation periods as set forth in the Agreement shall result in administrative discipline and teacher compensation. An adversely affected teacher will receive either rescheduled preparation period time (mutually agreed by the administration and the teacher) or monetary compensation at the teacher’s hourly rate (i.e., daily

rate divided by eight [8]) for any or all lost preparation period time. The District will afford such rescheduled preparation period(s) or will pay such compensation by the end of the semester in which such preparation period time was lost. This remedy hereby replaces the remedies for missed preparation periods set forth in Article 7 Section B.6 [of the Agreement](#) (allowing for rescheduled preparation periods within five school months, and disallowing the carryover of lost preparation periods from one school year to the next).

3. Partnership Zone Schools are included within the terms of this LOA, with the understanding that elementary and K8 Partnership Zone schools will continue to receive five (5) preparation periods per week.
4. Further, the parties agree that subsequent to completing the revised school calendar for the 2018-2019 academic school year, a calendar committee will be utilized for the purpose of gathering data from a range of constituent groups including labor organizations, parents and other stakeholders. The Committee will use the collected data to develop calendar options and to make recommendations to the Superintendent and the Board for the 2019-20 school year calendar. The parties will thereafter negotiate in good faith to reach final agreement on the 2019-20 school year calendar.
5. The DFT will not file the draft ULP charge statement (attached), concerning the 2018-19 school year, with the Michigan Employment Relations Commission.
6. Nothing in this Letter of Agreement will be construed as a waiver of any bargaining rights by either party in the future. Nothing in this Letter of Agreement will be construed as a waiver or amendment of the terms, rights, or obligations under the Agreement except as stated herein. Any violation of this Letter of Agreement will be addressed, processed, and resolved through the grievance arbitration procedure of the Agreement.

By their representatives' signatures below, the parties agree to these terms which will apply to the 2018-19 school year and going forward as set forth above.

For the Union:

For the Detroit Public Schools
Community District:

Date:

Date:

Approved: _____

Nikolai P. Vitti, Ed.D, General Superintendent