

**Letter of Agreement
between
Detroit Public Schools Community District ("District")
and
Detroit Federation of Teachers ("Union")**

2021 SUMMER SCHOOL PROGRAM

WHEREAS, a need exists to increase voluntary in-person, summer opportunities for K-12 students across the District, particularly for high-needs students whose learning gaps continue to expand and cause disproportionate learning losses, which further compound existing student learning gaps,

WHEREAS, there is a competing need for voluntary, in-person summer programming that mix academics with recreational and in-person socialization activities that spur academic, social and emotional recovery for students,

WHEREAS, the District and the Union share the common goal of supporting voluntary in-person, student learning opportunities during the summer for the purpose of academic enrichment and fun physical activities,

THEREFORE, the Detroit Federation of Teachers ("DFT") and the Detroit Public Schools Community District ("District") (collectively "the parties") agree as follows for the in-person, Voluntary 2021 Summer School Program:

1. PROGRAM SCHEDULE

- a) Summer School is anticipated to begin on Monday, July 12 through Thursday, August 5, 2021.
- b) Summer learning and recreational activities shall occur Monday through Thursday of each week at the discretion of the District.
- c) The summer school day shall be five hours in length for assigned summer learning activities.
- d) Unit members who apply and are not selected for available summer work at their home school may establish contact with the summer school director(s) at other work location(s) to communicate her/his interest in applying for available summer work, respectively.
- e) A mandatory paid virtual pre-orientation/training/professional development day for participating teachers shall occur the week of but not on July 5, 2021.
- f) Summer school teaching activities shall occur between the hours of 8:00 a.m. to 1:00 p.m., with the first half hour of the workday allotted as a teacher preparation period. The next four hours (8:30 a.m. – 12:30 p.m.) shall be slotted for direct student instruction and support. The last half hour of the workday shall serve as the second preparation period for the teacher.

2. PROGRAM WAGES AND STAFF REQUIREMENTS

- a) Certificated teachers who voluntarily elect to work in person, in the District's 2021 summer school program shall serve in an in-person modality and shall be paid the hourly summer rate of \$32.50.
- b) Classroom teachers employed through the 2021 summer school program shall perform their job duties through an in-person modality and shall be compensated at the hourly summer rate of \$32.50.
- c) In support of schools' master scheduling efforts, school counselors who volunteer for in-person master scheduling support work within their assigned buildings shall be compensated at the summer rate of \$32.50. The hourly work arrangement of participating counselors shall be mutually agreed upon by the participating school counselor and her/his building principal.
- d) Pursuant to the DFT-CBA Article 18, Section A.8, class size maximums apply to summer school. As stipulated in the DFT-CBA there may be exceptions; in such instances, reasonable efforts shall be made to have the oversized classes shared equitably within summer school assignments.
- e) Substitute teachers who support the 2021 summer school program shall be paid the normal substitute hourly pay rate specified in the collective bargaining agreement.
- f) Bargaining unit members who apply and are hired to work the 2021 summer school program must be available to work in-person the entire 2021 Summer School program. Any bargaining unit member who is absent for more than three days will be released from their summer assignment and shall not be entitled to any further unearned summer school compensation.
- g) Ancillary staff on the teacher's salary schedule who perform duties and responsibilities in an in-person modality shall earn the hourly summer rate of \$32.50 for all hours worked.
- h) Ancillary staff not on the teacher's salary schedule who perform duties and responsibilities in an in-person modality shall earn established hourly rates in the collective bargaining agreement.
- i) Some of the duties and responsibilities of ancillary staff who elect to voluntarily serve students enrolled in the 2021 Summer school program in paragraphs (g) and (h) above, may include supporting small group or one-on-one learning guided by administration or a teacher and assist with students as needed.
- j) Staff selected to work the 2021 summer program must complete required professional development facilitated by the District and or work-site administrator. Bargaining unit members shall be compensated for all professional development required by the District and or building principal.
- k) Teachers shall maintain continuity of learning during unanticipated closure periods. Compensation shall remain the same during such periods.
- l) The District may make available a limited number of online classes, on a needs-based basis, for those students and families who desire virtual learning during the 8:30 to 12:30 time period. Certificated teachers who teach these online classes shall be compensated at the hourly summer rate of \$32.50.

- m) In addition to the foregoing compensation, bargaining unit members shall receive a hazard pay supplement in the amount of \$150.00 for their full participation in the Voluntary 2021 Summer School Program up to the last day of the program. This hazard payment shall be made as soon as practically possible.
3. The District's layered mitigation strategy shall remain adherent to current safety commitments, including:
- a) Universal and correct use of masks required;
 - b) Physical distancing (6ft for student seating);
 - c) Handwashing and respiratory etiquette;
 - d) Cleaning and maintaining healthy facilities
 - e) Contact tracing in combination with isolation and quarantine;
 - f) Mandatory daily symptom screening & temperature checks; and
 - g) DFT bargaining unit members shall be provided PPE (protective gowns, face masks, face shields, shoe covers, and gloves) pursuant to CDC and OSHA guidelines and upon request.
4. Despite the District's compliance with ventilation system recommendations, to provide the peace of mind that employees need for a full return to in person work any unit member may request a fan or air purifier for their classroom or office by emailing: info.reopen@detroit12.org.
5. Beyond required "return to work" testing, the District will continue to implement a weekly COVID-19 testing monitoring program during the voluntary 2021 Summer school program. DFT unit member participation in the District's monitoring program shall be free of cost to all DFT unit members. Weekly student testing shall be ongoing and occur at schools until the end of the voluntary 2021 Summer school program.
6. If a DFT bargaining unit member is sent home from a face-to-face summer school assignment by the District to self-quarantine due to potential COVID-19 exposure and is asymptomatic, the member shall be required to deliver instruction remotely to ensure continuity of student learning. In instances where assigned students are maintained home by their caretakers due to COVID-19 exposure and request virtual access from in-person teacher(s), affected teachers shall make their in-person classes simultaneously available to quarantined students able to participate virtually. Compensation in these situations shall remain at the same rate as in-person instruction or support.
7. The parties will also meet, as needed, to discuss and resolve issues arising from COVID-19 related safety in schools. COVID19-related issues that arise during this summer school program will be discussed and negotiated separately through a LOA with the mutual intent to improve COVID-19 related safety in the voluntary 2021 summer school program.

8. Upon request from the DFT, representatives from the DFT and District shall conduct joint school walkthroughs to ensure compliance with the health and safety requirements indicated in the District's Reopening Plan. The health and safety requirements shall be maintained through the Voluntary 2021 Summer School Program.
9. The validity, interpretation, and performance of this LOA shall be governed in all respects by the laws of the State of Michigan.
10. This letter of agreement shall expire at the conclusion of the voluntary 2021 summer school program.
11. Nothing in this Letter Agreement shall operate or be construed to waive, amend, abrogate, or release from any provisions of the collective bargaining agreement between the parties. Disputes concerning the interpretation, application, or enforcement of the provisions of this Letter of Agreement shall be subject to and resolved through final and binding expedited arbitration under the rules and procedures of the American Arbitration Association.

THEREFORE, by the representatives' signatures below, the parties agree to the terms of the LOA as outlined above.

For the Union:

Lakia Wilson-Lumpkins
Lakia Wilson-Lumpkins (May 25, 2021 16:27 EDT)

Signature

Signature

May 25, 2021

Date

For the District:

Luis Solano
Luis Solano (May 25, 2021 16:33 EDT)

Signature

Signature

May 25, 2021

Date

Approved:

Terrence Martin
Terrence Martin (May 25, 2021 12:14 EDT)

Terrence Martin, President, Detroit Federation of Teachers

Approved:

Nikolai P. Vitti 5/26/2021
Nikolai P. Vitti, Ed.D, General Superintendent