

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

2021-22 FULL REOPENING OF SCHOOLS

WHEREAS, the parties recognize the need to fully reopen all schools with immediacy and implement District learning programs in conformity with the District’s Extended Continuity of Learning Plan, COVID-19 guidelines issued by the Centers for Disease Control and Prevention Services (“CDC”), the Michigan Department of Health and Human Services (“MDHHS”), and the Michigan Department of Education (“MDE”),

WHEREAS, to ensure equity in education, the District and the DFT shall prioritize efforts to meet family/student demand for in-person learning across all District schools,

WHEREAS, the District’s Kindergarten through 12th grade Virtual School Program shall also concurrently offer virtual classes which can be reasonably implemented by teachers that accommodate students’ learning needs and respect any health concerns that families may have,

THEREFORE, the Detroit Federation of Teachers (“DFT”) and the Detroit Public Schools Community District (“District”) (collectively “the parties”) agree as follows for the 2021-2022 academic year:

1. Representatives from the DFT and District shall continue to conduct joint school walkthroughs to ensure compliance with the health and safety requirements. The health and safety requirements shall be made current through the 2021-2022 school year unless stricter requirements are warranted by an increase in COVID-19 related risks.
2. The District’s COVID-19 mitigation strategy will abide with the most current legally required Federal, CDC and/or state MDHHS orders, recommendations, and guidance provided to schools and similar institutions. The District’s safety commitments will include:
 - a) Universal and correct use of masks required;
 - b) Physical distancing (3ft 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) To the greatest extent possible and with the least disruption, principals will continue to balance the number of students across classrooms at each grade level necessary to adhere to the District's social distancing standards.

Changes to the health and safety requirements other than legally required Federal, CDC and/or state MDHHS orders, recommendations, and guidance provided to schools and similar institutions will be collectively bargained by the parties, upon request.

- 3. Beyond required "return to work" testing, the District will continue to implement a weekly COVID-19 testing monitoring program during the 2021-22 school year. DFT bargaining 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 2021-22 school year.
- 4. The District will continue to work with community partners, public health agencies and other public and private entities to provide continued access to the COVID-19 vaccine, at no financial cost to District employees, students and families.
- 5. If a DFT bargaining unit member finds non-compliance with health and safety requirements regarding room configuration or class size, she/he shall notify the principal who shall immediately remedy the non-compliance. If the principal is unable to remedy the non-compliance, she/he shall immediately report the non-compliance to the appropriate District office or department for prompt remedial action.
- 6. The District will make every reasonable effort to maintain in-person class sizes at levels stipulated in the table that follows, while adhering to the District's layered COVID-19 mitigation strategy. Using COVID-19 funding, the District will hire additional teachers to further assist with reducing class sizes across the District. The District will increase its oversize classroom budget, per semester, and will compensate for any classes over the 2021-22 class size levels as follows:

2021-22 Full Reopening of Schools Revised Class Sizes		
Grade Ranges	Standard	2021-22
K-2	25	22
3-5	30	25
6-8	35	27
9-12	35	30

- 7. DFT bargaining unit members who mainly or entirely perform their job duties in-person, face-to-face, for the 2021-22 academic year shall receive a COVID-19 supplement of \$500.00 for each quarterly marking period that they complete through June 30, 2022. Quarterly payments shall be made through a separate pay advice no later than two weeks after the end of each academic quarter to yield a total of \$2,000.00 through June 30, 2022. The District shall pay the full amount of the

supplement each quarter regardless of whether there are temporary, extended, or expanded closures of facilities in which unit members are performing services.

8. Bargaining unit members who simultaneously provide blended, in-person, face-to-face and virtual teaching services to students throughout each quarterly marking period shall receive a COVID-19 supplement of \$500.00 for each quarterly marking period that they complete through June 30, 2022. Quarterly payments shall be made through a separate pay advice no later than two weeks after the end of each academic quarter to yield a total of \$2,000 through June 30, 2022. The District shall pay the full amount of the supplement each quarter regardless of whether there are temporary, extended, or expanded closures of facilities in which unit members are performing services. Providing services in a blended or dual modality (simultaneously) will be mutually agreed-upon by the unit member and the principal.
9. The parties shall jointly continue to conduct Labor-Management Committee on Schools Reopening ("CSR") meetings which shall consist of three persons appointed by the District and three persons appointed by the DFT. More persons may be added to the CSR by mutual agreement. The CSR will continue to meet weekly to review issues and concerns with the mutual intent to improve educational and safety practices. Among other issues, CSR will continue to review Tri-County (Wayne, Oakland, and Macomb Counties) COVID-19 data, and will work with health officials, community groups, and other stakeholders to determine data that needs to be reviewed and considered, as well as the framework for data interpretation. When appropriate CSR will continue to make recommendations to improve educational and safety practices to the Superintendent and the District's Board of Education, as necessary. The establishment and work of the CSR does not replace the obligation of both parties to negotiate in good faith concerning issues subject to collective bargaining.
10. The District will implement a safety matrix to assess the need for recommended suspensions or pauses on in-person learning activities at the District and individual school level by taking into account several factors related to COVID-19 including: vaccination rates in the region, local testing data from the District's weekly saliva testing program in DPSCD locations, as well as the infection rates and other data points in the city and tri-county areas.
11. DFT bargaining unit members shall receive mandatory refresher training on the best approaches and safety precautions for the safe delivery of high-quality instruction to students in the COVID-19 work environment.
12. 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.

13. In spaces where physical distance of three (3) feet or more may be maintained between each participant, in-person meetings may occur with all participants adhering to the District's health and safety protocols, so long as all safety protocols, such as social distancing requirements and PPE are met.
14. DFT bargaining unit members who experience difficulties related to COVID-19 are encouraged to apply for leave or reasonable accommodations afforded through the Family and Medical Leave Act and/or Americans with Disabilities Act.
15. Any DFT bargaining unit member who performs work in-person and contracts COVID-19 during the 2021-22 school year due to their execution of in-person learning activities will be entitled to paid sick-leave, without any loss of his or her sick bank time, until he or she is medically cleared to return to work either in-person or online/remotely. Medical clearance shall consist of a note from unit members' treating physician(s).
16. If a DFT bargaining unit member is sent home from an in-person assignment by the District to self-quarantine due to potential or actual COVID-19 exposure and is asymptomatic, the member shall deliver instruction remotely to ensure continuity of student learning.
17. Despite the District's compliance with ventilation system recommendations and to provide added 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. Such requests shall be promptly fulfilled by the District.
18. The parties will continue to meet, as needed and in consultation with the CSR, to bargain collectively to resolve issues arising from COVID-19 related safety in schools. The parties may enter into a separate letter of agreement to confirm such resolution, with the mutual intent to improve COVID-19 related safety in schools. In addition, if an increase in COVID-19 cases prompts the closure of the Detroit Public Schools Community District in whole or in part, the parties will meet as soon as possible to bargain collectively over the effects of such closure and how to continue instruction and other student services online/remotely.
19. If the District should go into expanded closure and unit members are unable to return to in-person, face-to-face job duties and can only telecommute, the supplemental compensation referenced in this letter of agreement shall still be paid in full.
20. The District and the DFT will also collectively bargain in good faith, upon request of either party, on any other issues related to COVID-19 which arise during the 2021-22 school year, but which have not been specifically addressed in this LOA or the collective bargaining agreement.
21. This LOA shall expire on June 30, 2022.

22. The validity, interpretation, and performance of this letter of agreement shall be governed in all respects by applicable Federal and state laws, regulations, and court rulings.

23. Nothing in this Letter of 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 DFT:

For the District:


Lakia N. Wilson-Lumpkins (Jul 14, 2021 18:13 EDT)


Luis Solano (Jul 15, 2021 09:39 EDT)

Signature

Signature

Jul 14, 2021

Jul 15, 2021

Date


Date

Approved:


Terrence Martin (Jul 14, 2021 16:36 EDT)

Terrance Martin, President, Detroit Federation of Teachers

Approved:


Nikolai P. Vitti, Ed.D, General Superintendent

7/15/2021