Detroit Public Schools Community District (DPSCD)
and
Detroit Federation of Teachers (DFT)
Tentative Agreement (Package)

2021-2023

TERMS:

1. *Tentative Agreement*: A collective bargaining agreement of two years' duration effective July 1, 2021 and expiring June 30, 2023.

2. *Tentative Agreement*: (TOP STEP) DFT unit members at the top step of the salary schedule shall receive a base wage increase of 4% as of the beginning of each of the following school years: 2021-2022 and 2022-2023. The teacher salary schedule, as adjusted per the terms of this compensation agreement, shall be incorporated into and attached to the collective bargaining agreement.

3. *Tentative Agreement*: (ON STEPS) DFT unit members on the teacher salary schedule currently on steps 1-14 shall advance one step on the salary schedule at the beginning of each of the following school years: 2021-2022 and 2022-2023.

4. *Tentative Agreement*: (ON STEPS) Teachers hired as 0250 and 0251 during the 2020-2021 school year shall receive the monetary equivalent of a one step increment each year for the 2021-2022 and 2022-2023 school years provided the teacher receives an effectiveness rating of no less than effective or highly effective, each school year. For the 2021-2022 school year, this shall be the equivalent of advancing from step 11 to step 12; for the 2022-2023 school year, this shall be the equivalent of advancing from step 12 to step 13. The receipt of these equivalent step increments shall constitute actual advancement on the step schedule if there is an amendment to or repeal of subsections (3) and (4) of section 1250 of the School Code, MCL 380.1250 (3) and (4) that allows their incorporation into the step schedule.

5. *Tentative Agreement*: (NEW TEACHERS) Teachers hired as 0250 and 0251 during the 2021-2022 and 2022-2023 school years shall be hired at the step 11 level (base starting salary of $51,071) and shall be incorporated into the step schedule if there is an amendment to or repeal of subsections (3) and (4) of section 1250 of the School Code, MCL 380.1250 (3) and (4) that allows their incorporation into the step schedule. In subsequent school years after their hire, these teachers shall receive the monetary equivalent of a one-step increment each year provided the teacher receives an effectiveness rating of no less than effective or highly effective, each school year. That is, this shall be the equivalent of advancing from step 11 to step 12; from step 12 to step 13 etc. The receipt of the equivalent step increments shall constitute actual advancement on the step schedule if there is an

amendment to or repeal of subsections (3) and (4) of section 1250 of the School Code, MCL 380.1250 (3) and (4) that allows their incorporation into the step schedule.

6. *Tentative Agreement*: (NEW TEACHERS) Teachers hired as 0250 and 0251 during the 2021-2022 and 2022-2023 school years with advanced degrees beyond a bachelor's degree shall be hired at the step 11 level and appropriate salary lane (base starting salary of $58,142 - $58,742) and shall be incorporated into the step schedule and appropriate salary lane if there is an amendment to or repeal of subsections (3) and (4) of section 1250 of the School Code, MCL 380.1250(3) and (4) that allows their incorporation into the step schedule. In subsequent school years after their hire, these teachers shall receive the monetary equivalent of a one-step increment each year provided the teacher receives an effectiveness rating of no less than effective or highly effective, each school year. That is, this shall be the equivalent of advancing from step 11 to step 12; from step 12 to step 13 etc. The receipt of the equivalent step increments shall constitute actual advancement on the step schedule if there is an amendment to or repeal of subsections (3) and (4) of section 1250 of the School Code, MCL 380.1250 (3) and (4) that allows their incorporation into the step schedule.

7. *Tentative Agreement*: Pathways candidates shall be hired at step 1 (starting salary of BA - $38,500; MA - $40,335; MA+30 - $40,635; and Doctorate - $40,935). Candidates will remain at step 1 until they present evidence of a valid certification or license, at which time their salary will be adjusted in accordance with the provisions above. If Pathways candidates have not obtained Michigan teaching certification at the end of their second year, their status in the Pathway role will be discontinued and they will be reclassified to a day-to-day substitute.

8. *Tentative Agreement*: (HOURLY EMPLOYEES) All DFT unit members not on the teacher salary schedule who are paid an hourly rate shall receive an hourly wage increase of 4.0% as of the beginning of each of the following school years: 2021-2022 and 2022-2023.

9. *Tentative Agreement*: All other DFT unit members not on the teacher salary schedule shall receive a base wage increase of 4.0% as of the beginning of each of the following school years: 2021-2022 and 2022-2023.

10. *Tentative Agreement*: Retirees hired by the District for K-8 self-contained, secondary mathematics, secondary science, school psychologists and PreK-12 exceptional student education teachers, and whose job positions are on the DFT Salary Schedule for Instructional Personnel ("the teacher salary schedule"), shall be paid at step 15 of the teacher salary schedule in the salary lane according to the degree held.

    Retirees hired by the District for all other disciplines on the MDE *Critical Shortage Disciplines for Employment of Retirees* list ("Critical Shortage List"), and whose

job positions are on the teacher salary schedule, shall be paid at step 11 in the salary lane according to the degree held.

Retirees hired by the District for disciplines which are not on the Critical Shortage List, and whose job positions are on the teacher salary schedule, shall be paid at step 1 of the teacher salary schedule in the salary lane according to the degree held.

Retirees hired by the District who are not on the teacher salary schedule shall be paid at the maximum rate for their position.

Retired DFT unit members shall not receive any benefits or step movement during the term of this collective bargaining agreement and shall also be considered to have zero seniority for purposes of calculating teacher service and not be eligible for any leaves other than those prescribed by law.

Retirees shall be responsible for tracking their annual retirement earnings limit if their position is not classified as "critical shortage" by the Michigan Department of Education's Critical Shortage List. To facilitate the tracking of retirees' annual earnings, retirees with an earnings limit shall be paid on the 22 pay salary schedule appropriate for their position.

This language shall become effective on the first day of the first semester of the 2021-22 school year.

11. *Tentative Agreement*: DFT unit members (except substitutes who are addressed below) shall receive a retention supplement in the amount of $2,000. The District shall pay this retention supplement on or before the last check in November of each year in 2021-22 and 2022-23 in a separate pay advice.

12. *Tentative Agreement*: A DFT unit member in a long-term substitute position on or before September 27, 2021 who remains continuously employed in a long-term substitute position, that is, without a break in service, until the end of the school year, shall receive a retention supplement in the amount of $2,000 paid on or before June 30 of the following school years: 2021-22 and 2022-23 in a separate pay advice. A break in service shall be any break, not including scheduled breaks on the school year calendar, that is longer than five (5) school days between long-term assignments.

13. *Tentative Agreement*: A DFT unit member in a day-to-day substitute position on or before September 27, 2021 who remains continuously employed in a day-to-day substitute position and works at least three (3) days a week, that is, without a break in service, until the end of the school year, shall receive a retention supplement in the amount of $1,000 paid on or before June 30 of the following school years: 2021-2022 and 2022-2023 in a separate pay advice.

14. *Tentative Agreement*: Academic Interventionists and Special Instructors shall be salaried employees of the District and shall have the option of electing a 22 pay or 26 pay schedule. Academic Interventionists and Special Instructors shall receive a base wage increase of 4.0% as of the beginning of each of the following school years: 2021-2022 and 2022-2023. In the 2021-22 school year, they shall have the annual salary of $38,900; and in the 2022-23 school year, they shall have an annual salary of $40,456. (These salaries have incorporated a 4.0% increase.)

15. *Tentative Agreement*: (Attendance Agents) Attendance Agents shall be maintained on an 11-step salary schedule. (To be attached) Attendance Agents currently on steps 1-10 shall advance one step on the salary schedule at the beginning of each of the following school years: 2021-2022 and 2022-2023. Attendance Agents at step 11 of the salary schedule shall receive a base wage increase of 4.0% as of the beginning of each of the following school years: 2021-2022 and 2022-2023. 2021-2022 Step 11: BA: $53,114; MA: $60,468; MA+30: $61,168; Doctorate: $61,468; 2022-2023 Step 11 BA: $55,239; MA: $62,887; MA+30: $63,587; Doctorate: $63,887. (These numbers reflect annual BA and MA increases of 4.0%.) In the event that an Attendance Agent is earning a higher salary than indicated here, his or her salary shall be increased annually by 4.0% as of the beginning of each of the following school years: 2021-2022 and 2022-2023.

16. (Counselors) *Tentative Agreement* All counselors below step 11 shall be accelerated to step 11. Those at step 11 or above shall advance one step at the beginning of each of the following school years: 2021-2022 and 2022-2023. Counselors at the top step shall receive a 4.0% increase at the beginning of each of the following school years: 2021-2022 and 2022-2023.

17. (Career Technical Education—CTE) *Tentative Agreement* Day Trade teachers (current job code 0260) shall accelerate up to step seven (7) of the teacher salary schedule based on industry experience in their area of teaching assignment. CTE Day Trade teachers shall also accelerate up to step 11 on the teacher salary schedule for earned educational degrees (B.A., M.A., M.A.+30 or Doctorate) and/or for attainment of Michigan Vocational/Occupational and/or a Michigan Secondary Teacher Certification to advance up to step 15 of the teacher salary schedule.

18. (Special Education teachers) *Tentative Agreement* on these terms:

    A. Eligibility

    Exceptional Student Education ("ESE") certificated Teachers (0250) and Teacher Retirees (A030) serving in Exceptional Student Education (ESE) assignments that follow: Adaptive Physical Education (APE), Autism Spectrum Disorder (ASD),

Cognitively Impaired—All Types (CI), Deaf and Hard of Hearing (DHH), Early Childhood Special Education (ECSE), Emotionally Impaired (EI), Hospital/Homebound (HH), Physical and Other Health Impaired (POHI), Resource (RR) and Visual Impairment (VI) exceptional student education teachers assigned to teach in ESE classrooms for the 2021-22 and 2022-23 school years shall be eligible for the Learning Recovery Services stipend. If staff is no longer assigned to an ESE teaching assignment, for whatever reason, they shall no longer receive the ESE Teacher Learning Recovery Services stipend.

B. Stipend Distribution

The $15,000 ESE Learning Recovery Services Stipend under this compensation provision shall be paid in two increments of $7,500 each. Incremental payments shall occur in February and July and shall be by separate pay advices.

19. *Tentative Agreement:* All DFT unit members in EIDC, Project Find Team, and Head Start Team shall receive a $1,000 supplement in June of each year, in a separate pay advice. Such unit members who work for a portion of the school year shall receive a prorated amount.

20. *Tentative Agreement:* DFT unit members who, as of June 30, 2021 and June 30, 2022, have more than 20 years of service in any full-time job position(s) with the District (and its predecessor the Detroit Public Schools) shall receive a longevity supplement in the amount of $3,000. The District shall pay this longevity supplement in the third paycheck of the school year in 2021-2022 and in the third paycheck in 2022-2023 in a separate pay advice.

21. *Tentative Agreement:* Retired DFT unit members (including previously employed retirees) hired or rehired by the District after June 30, 2021 shall receive the same supplements, bonuses, or other forms of additional compensation as other DFT unit members in their respective job classifications, excluding the longevity supplement referenced above. Full-time or long-term substitute teachers shall receive the same supplements, bonuses, or other forms of additional compensation as other teachers.

22. *Tentative Agreement:* In the 2021-22 school year supplements for athletic activities shall be increased by ten percent (10%) pursuant to the attached schedule.

23. *Tentative Agreement:* It is the mutual understanding and agreement of the parties that all of the salary increases, wages, step increase amounts, supplements, stipends, and other forms of pay set forth in this Compensation Agreement shall be creditable and reportable *compensation* with the Michigan Office of Retirement Services ("ORS") within the meaning of MCL 38.1303a(2). The District shall take all necessary steps to report such compensation as creditable with the ORS.

24. *Tentative Agreement*: JROTC Compensation (Instructors and Assistant Instructors)

Article 24, Section E.3, of the DPSCD-DFT collective bargaining agreement shall be modified to read as follows in the successor collective bargaining agreement of the parties:

~~Salaries for JROTC instructors and assistant instructors shall be an amount that, when added to their retired United States Army pay, shall be no less than the amount of their active duty pay and allowances exclusive of hazardous duty pay.~~

~~Salaries for JROTC instructors and assistant instructors shall be adjusted annually based on retired and active duty United States Army pay raises and shall be effective January 1 for each school year, pursuant to Letter of Agreement JROTC Instructors and Assistant Instructors executed May 24, 2002.~~

JROTC Instructors and Assistant Instructors shall be paid in accordance with the JROTC Instructors and Assistant Instructors salary schedule (attached—this salary schedule will be added to the DFT salary schedule appendix), or their Minimum Instructor Pay (MIP), whichever is greater. It is understood that there shall be no additional compensation for degrees or military training. An explanation of MIP follows.

The District's JROTC Program is taught by retired officers, warrant officers and noncommissioned officers who are determined by the United States Department of Defense Cadet Command to meet the requirements of Army Regulation 145-2 and other requirements related thereto. Schools employing JROTC instructional staff must pay at least the minimum instructor salary as required by such Regulation, which is called Minimum Instructor Pay (MIP). MIP is determined by the Defense Finance and Accounting Service (DFAS), which oversees payments to Department of Defense retirees working as JROTC instructional staff. MIP is adjusted at least annually and is generally effective January 1 of each year. The District is required to pay JROTC instructional staff a salary that is no less than each JROTC's staff member's individual MIP. In some situations, this ~~would~~ means that a JROTC staff member may have his/her salary changed effective January 1 where necessary to ensure that the District is paying the new MIP as determined by DFAS for a JROTC staff member.

Upon hire, JROTC Instructors and Assistant Instructors shall be placed at the step closest to, but not lower than, their Minimum Instructor Pay. Current JROTC Instructors and Assistant Instructors shall be placed on the step of the salary schedule in accordance with their years of service with the Detroit Public Schools and/or the Detroit Public Schools Community District. Also, current JROTC Instructors and Assistant Instructors shall not suffer a reduction in their current pay pursuant to this agreement – e.g., when placed on the new salary schedule. Thereafter, JROTC Instructors and Assistant Instructors will annually advance on the steps of the JROTC Instructors and Assistant Instructors salary schedule if and

to the extent that Classroom Teachers advance on the steps of the Salary Schedule.

In the event that a JROTC Instructor or Assistant Instructor has a Minimum Instructor Pay (MIP) rate which exceeds the salary indicated for him or her on the Salary Schedule, the District will pay the Instructor or Assistant Instructor at his or her MIP rate and not more than the MIP rate. In this situation the Instructor or Assistant Instructor will be considered to be on the closest Step lower than the Instructor's or Assistant Instructor's MIP rate, and in the event that the parties agree to step advancement, then such Instructor or Assistant Instructor will move to the closest Step higher than the Instructor's or Assistant Instructor's MIP rate.

Supplemental JROTC instruction or service outside regular school hours or days, such as drill team or summer school activities, will be compensated by the District so long as the activity has been assigned or approved as part of the JROTC program and APPROVED by the Superintendent or his or her designee, along with the compensation to be paid. Those Instructors and Assistant Instructors assigned to JROTC summer camp shall be paid on a per diem salary basis with the understanding that each summer camp assignment lasts for a period ranging between seven and nine days. JROTC Instructors and Assistant Instructors shall be entitled to compensation for supplemental, co-curricular, or other work, such as stipends for athletics coaching and band activities, on the terms set forth for the overall DFT bargaining unit.

It is acknowledged that the changes in salary above shall only apply to services performed on or after July 1, 2021. No additional compensation shall be paid for academic degrees or military supplements beyond those factored in the Department of Defense MIP calculation; the District's obligation is to simply pay the applicable salary rate under the salary schedule set forth above, unless the MIP rate is higher, in which case the District shall pay the MIP rate.

JROTC Instructors and Assistant Instructors
Salary Schedule effective starting 2021-22

(To be added to the DPSCD-DFT Salary Schedule Appendix in successor collective bargaining agreement)

JROTC Instructors	**JROTC Assistant Instructors**
Step 1: $52,000	Step 1: $47,000
Step 2: $56,400	Step 2: $50,300
Step 3: $60,800	Step 3: $53,600
Step 4: $65,200	Step 4: $56,900
Step 5: $69,600	Step 5: $60,200
Step 6: $74,000	Step 6: $63,500
Or MIP, if greater	Or MIP, if greater

Detroit Public Schools Community District
And
THE DETROIT FEDERATION OF TEACHERS
August 26, 2021
DFT Counter
2021-2023 Contract Negotiations

Article Seven – School Schedules

A. School Year

1. Length of School Year

The first day of the new school year shall be a full day of work. All teachers are to report to their assigned school at the regularly scheduled time in the morning. The negotiated school year calendar is set forth in Appendix A of this Agreement.

Tentative Agreement: In the 2021-22 school year, the Wednesday before Labor Day shall be reserved for staff to work in their rooms to prepare for the upcoming school year. In the 2022-23 school year, one workday prior to the first day of school shall be reserved for staff to work in their rooms to prepare for the upcoming school year, which workday shall be selected by mutual agreement of the District and the Union. The latter agreement shall be reached during the negotiations for the 2022-23 school calendar.

The last day of the school year is a records day for staff. When a staff member's records are completed, submitted to the office and approved by the administrator or his/her designee, they (staff members) may leave for the day.

TENTATIVE AGREEMENT
Re: Teacher Activities (Article 19)
August 26, 2021

Article Nineteen – Teacher Activities

A. Professional Development

All District mandated professional development (PD) will be structured in a manner to qualify as education credits towards state re-certification. In an effort to utilize and highlight the expertise that exists within the District, professional development may include that which is teacher developed and led, and may be based on areas chosen by the teachers at their school site.

Professional development provided by the District with the purpose of introducing a new skill or enhancing an existing skill set may qualify under state law as a "*SCECH*" (State Continuing Education Clock Hours). PD, including but not limited to staff meetings and school improvement plan committee meetings, organized by the District and held at an off-site location and/or District worksite may qualify as a "*SCECH*". Where applicable the District shall file the proper paperwork in order for members to receive education credits towards their certification. In order to qualify for SCECHS, a teacher must report to each session on time, sign in, participate in session activities and sign up at the end of the session.

Tentative Agreement For the 2021-22 and 2022-23 school years the state mandated five days of professional development (PD) shall be scheduled as follows:

1. Tentative Agreement: In the 2021-22 school year, two (2) PD days shall be held on the Monday and Tuesday the week before Labor Day; and in the 2022-23 school year, two (2) PD days shall be held during the week immediately preceding the first week of school, on days which shall be mutually agreed by the District and the Union. The latter agreement shall be reached during the negotiations for the 2022-23 school calendar.
2. One (1) PD day shall be held on the second Tuesday in November (Election Day).
3. Two (2) PD days (twelve [12] hours) shall be scheduled in lieu of twelve (12) one (1) hour Wednesday staff meetings.

Tentative Agreement In the event that the State of Michigan mandates additional PD days, they shall be scheduled on dates mutually agreed between the District and the Union.

B. Scheduled Conference

Tentative Agreement For the 2021-22 and 2022-23 school years there shall be two (2) parent-teacher conferences (PTC). Teacher attendance is required for all scheduled

conferences, subject to the teacher being on an excused absence on that day. These conferences shall be held on Wednesdays on dates determined by the District and follow these guidelines:

- In K-8 schools, the PTCs shall be four (4) hours in length. Students shall be released one (1) hour earlier than their normal early dismissal time. Teachers shall stay one (1) hour beyond their normal staff meeting dismissal time. Teachers shall be compensated two (2) hours for each PTC for a total of four (4) hours each school year. The compensatory time shall be in the form of no staff meetings on four (4) Wednesdays. The principal and the school union committee shall determine the dates of these four (4) Wednesdays.

- In middle schools and high schools, the PTCs shall be four (4) hours in length. Students shall be released two (2) hours earlier than their normal dismissal time. Teachers shall stay one (1) hour beyond their normal staff meeting dismissal time. Teachers shall be compensated one (1) hour for each PTC for a total of two (2) hours each school year. The compensatory time shall be in the form of no staff meetings on two (2) Wednesdays. The principal and the school union committee shall determine the dates of these two (2) Wednesdays.

In addition to the scheduled conferences noted above, teachers shall confer with parents at other times mutually convenient to the teacher and parent as needed.

TENTATIVE AGREEMENT
Re: Duration (Article 32)
August 26, 2021

Propose renumber Article 32 to Article 33 – Duration, and place the Respectful Working Environment provisions from the 2020-21 Agreement into Article 32.

Article Thirty-Three - Duration

All provisions of the 2017-20 and 2020-21 Agreements not specifically changed by mutual agreement shall be carried forward in the New Agreement.

This Agreement shall be effective, except where expressly stated to the contrary, as of July 1, 2021, and shall continue in effect through June 30, 2023.

As previously indicated, all agreements and tentative agreements are subject to membership ratification; the Detroit Federation of Teachers reserves the right to modify, amend, or revise based on continued negotiations and collected information.

THEREFORE, by the representatives' signatures below, the parties agree to the terms of the 2021-2023 Tentative Agreement (to be incorporated into the CBA) as outlined above.

For the Union:

Lucia M. Wilson-Hopkins (Aug 26, 2021 23:22 EDT)

Signature

Signature

Aug 26, 2021

Date

For the District:

Luis Solano (Aug 26, 2021 23:24 EDT)

Signature

Gwendolyn Anderson

Gwendolyn Anderson (Aug 26, 2021 23:23 EDT)

Signature

Aug 26, 2021

Date

Approved: Terrence Martin (Aug 26, 2021 23:02 EDT) Aug 26, 2021

Terrance Martin, President, Detroit Federation of Teachers

Approved:

Nikolai P. Vitti, Ed.D, General Superintendent
Detroit Public Schools Community District

TOTAL MAXIMUM WAGES FOR 2021-22 AND 2022-23

DFT Brothers and Sisters,

In order to calculate your total wages for 2021-22 and 2022-23, you need to combine your salary and the different stipends and supplements for which you qualify. Below are the various salary schedules for 2021-22 and 2022-23. Find your salary schedule, salary lane, step, and salary. Then add to your salary all of the stipends and supplements for which you qualify to calculate your total wages for each of the next two school years.

Terrence Martin and Lakia Wilson

2021-22 and 2022-23 Salaries for Instructional Personnel (reflects a 4.0% increase at step 15)

	BA	MA	MA+30	Doctorate
Step				
1	38,500	40,335	40,635	40,935
2	39,757	42,116	42,416	42,716
3	41,014	43,897	44,197	44,497
4	42,271	45,677	45,977	46,277
5	43,528	47,458	47,758	48,058
6	44,785	49,239	49,539	49,839
7	46,042	51,019	51,319	51,619
8	47,300	52,800	53,100	53,400
9	48,557	54,581	54,881	55,181
10	49,814	56,362	56,662	56,962
11	51,071	58,142	58,442	58,742
12	52,238	59,923	60,223	60,523
13	53,585	61,704	62,004	62,304
14	54,842	63,484	63,784	64,084
15 (2021-22)	67,045	78,000	78,700	79,000
15 (2022-23)	69,726	81,120	81,820	82,120

Other Salary Schedules (reflects a 4.0% increase)

Academic Interventionist and Special Instructor

1 (2021-22)	38,900
1(2022-23)	40,456

Accompanist

5 (2021-22)	41,928
5 (2022-23)	43,605

TOTAL MAXIMUM WAGES FOR 2021-22 AND 2022-23

Assistant Attendance Officer

1 (2021-22)	24,336
1 (2022-23)	25,309

Attendance Agent--new step 11 (Steps 1-10 are the same as instructional personnel above.)

	BA	MA	MA+30	Doctorate
11 (2021-22)	53,114	60,468	61,168	61,468
11 (2022-23)	55,239	62,887	63,587	63,887

New Salary Schedules for JROTC Assistant Instructors and JROTC Instructors

JROTC Assistant Instructor

1	47,000 (or MIP, if greater)
2	50,300 (or MIP, if greater)
3	53,600 (or MIP, if greater)
4	56,900 (or MIP, if greater)
5	60,200 (or MIP, if greater)
6 (2021-22)	63,500 (or MIP, if greater)
6 (2022-23)	66,040 (or MIP, if greater)

JROTC Instructor

1	52,000 (or MIP, if greater)
2	56,400 (or MIP, if greater)
3	60,800 (or MIP, if greater)
4	65,200 (or MIP, if greater)
5	69,600 (or MIP, if greater)
6 (2021-22)	74,000 (or MIP, if greater)
6 (2022-23)	76,960 (or MIP, if greater)

New Stipends and Supplements (where applicable) for unit members for 2021-22 and 2022-23

$1,000	EIDC; Project Find Team; Head Start Team Grant Stipend
$2,000	Face-to-Face Supplement
$2,000	Blended Learning Supplement
$2,000	Learning Recovery Stipend ($1,000 for day-to-day substitutes)
$3,000	20 Year Longevity Supplement
$15,000	ESE Stipend

Carryover Stipends

$3,000	Lead Teacher Stipend
$5,000	Master Teacher Stipend
$500 to $5,000	Interscholastic Athletic Stipends; After-School Programs Stipends; Miscellaneous Other Stipends

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 M. 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: 7/15/2021

Nikolai P. Vitti, Ed.D, General Superintendent

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

2021-22 DETROIT VIRTUAL SCHOOL (DVS) PROGRAM

WHEREAS, the parties recognize the community's and District's interest in providing a Kindergarten through 12th grade Virtual School Program to respond to continuing demand for virtual learning opportunities that meet students' educational needs. *A Virtual School Program will be offered if fully funded and authorized (in terms of FTE's) under the State School Aid Act (MCL 388.1701) and any amendments or other legislation and/or allowances related thereto.* The parties recognize that offering alternative learning options is an important strategy in maintaining and/or increasing student enrollment in the District, and that the District's virtual learning models operating during the 2019-20 and 2020-21 school years have served an evolutionary purpose for virtual learning,

WHEREAS, the District's significant investments in information technology infrastructure, devices, learning technologies, platforms, programming and professional development have provided DPSCD students and families a firm platform for virtual learning,

WHEREAS, courses that require individualized, hands-on learning or the implementation of highly individualized teaching and learning activities are increasingly difficult to execute virtually. The District's Kindergarten through 12th grade Virtual School Program shall therefore only offer virtual courses which can be reasonably implemented by teachers that accommodate students' learning needs,

WHEREAS, most Exceptional Student Education (ESE) courses require individualized teaching and learning activities stipulated in students' Individual Education Plans (IEPs) are difficult to execute virtually and require staffing in positions that are already historically difficult to fill. Therefore, the District's Kindergarten through 12th grade Virtual School Program may only offer a limited number of virtual ESE courses where District-wide staffing allows and which can be reasonably implemented by ESE teachers in alignment with students' individual learning needs as stipulated in their respective IEPs,

WHEREAS, given that students in Career Technical Education (CTE) courses rely heavily on technical hands-on industry aligned, teaching and learning activities through the District's specialized CTE schools/learning sites and CTE certified teachers are historically difficult to staff, teaching and learning activities shall therefore only occur in-person,

WHEREAS, the virtual learning model implemented by the District during 2019-20 and 2020-21 has provided virtual learning opportunities to all District students at scale. The

next phase in the District's virtual learning evolution is the implementation of a full-time Virtual School program that provides students who flourish in virtual learning environments with greater opportunities for full-time virtual learning,

WHEREAS, as a K-12 virtual public virtual school, students accepted and registered into The Detroit Virtual School (DVS) Program shall take a standard course load each academic year, participate in state testing, and follow a 181-day traditional school calendar with a fixed semester schedule from September to June aligned with the negotiated academic calendar,

WHEREAS, DVS will employ DFT bargaining unit members to provide instructional and support services to District students through scheduled courses via a computer-based internet-connected learning environment. Virtual learning opportunities shall be offered to District students during traditional school hours through scheduled class periods that mirror a traditional student schedule. Virtual learning opportunities shall include but will not be limited to, virtual learning and computer-based learning, where the delivery of instruction may incorporate a combination of educational software, technology, and virtual learning,

WHEREAS, as a school of record, DVS will issue official report cards and manage transcripts, and professional school counselors will provide academic advising and college and career planning like a traditional school.

THEREFORE, the Detroit Federation of Teachers ("DFT") and the Detroit Public Schools Community District ("District") (collectively "the parties") agree as follows for the 2021-22 Detroit Virtual School (DVS) Program:

1. The work year for DVS Program teachers shall mirror the negotiated, ratified, and approved academic calendar.

2. DVS Program teachers shall report in-person five (5) school days per week, at assigned District designated work locations as assigned by the Office of Human Resources. Teachers with demonstrated medical conditions or who reside with a medically-at-risk household member may also apply to work in the District's DVS Program pursuant to the provisions below.

3. The District shall ensure that all DVS Program worksites are regularly sanitized and shall follow protocols for sanitization supplies and functioning facilities. DVS Program teachers shall adhere to the District's safety commitments.

4. DVS Program class sizes, planning and preparation periods shall adhere to Article 18 of the DFT collective bargaining agreement. The District will make a good faith effort to achieve reasonable equity in class sizes among DVS Program teachers in alignment with Article 18 of the DFT-CBA. The Parties understand that some variation between teacher class sizes may be unavoidable.

5. DVS Program teachers shall participate virtually from their designated DVS work locations in Wednesday staff meetings, parent-teacher conferences, and open house activities (virtual meet-and-greets). Medical requests to be excluded from in-person DVS staff meetings/events may be requested through the Americans with Disabilities Act (ADA) accommodation request process through the District's Office of Employee Health Services.

6. The curricula used for the DVS Program shall be provided by the District. DVS teachers shall primarily utilize Schoology, Microsoft Teams, PowerSchool and other District adopted technology-based platforms for instructional delivery, conferencing and monitoring of student progress. The District will provide professional development and support for curriculum, technology platforms and instructional delivery/support strategies used to facilitate student learning in the DVS Program.

7. The number of DVS Program positions will be determined by the District based on DVS Program student and family demand for virtual learning. DVS Program positions shall be made available through the District's established transfer and external candidate hiring processes. Consideration for DVS Program positions shall be primarily based on teacher qualifications for available teacher positions (i.e., appropriate certification/ credentialing). The deadline to apply for a position in the DVS Program is July 15, 2021. An application for the DVS Program shall not cause, prompt, or result in a loss of his/her current position; however, a DFT bargaining unit member who is accepted into the DVS Program will not have a right to return to his/her previous position thereafter, but shall receive preference to return to their previous school in the regular transfer process.

8. The District will provide preference to those teachers who medically demonstrate through a certified physician an underlying health condition that makes them significantly vulnerable to COVID-19 exposure. Unit members who are medically fragile or who live with someone in their household who is medically fragile and or at risk of more serious COVID-19 infection (per Centers for Disease guidelines) may submit an application and proof of their eligibility for consideration for a virtual teaching position through the District's Virtual School Program. The Office of Employee Health Services (EHS) shall review all medical documentation submitted by unit members to determine eligibility for virtual teaching positions. Unit members determined eligible by EHS who meet eligibility criteria for a virtual school teaching position may be selected, based on availability, to open Virtual School teaching positions at designated District locations. Ultimately, selection into the District's newly established DVS Program is subject to the scheduling needs of the DVS Program. Bargaining unit members who apply and are ultimately selected for a position within the District's DVS Program shall physically report, five (5) workdays per week to assigned DVS school buildings across the District.

9. Bargaining unit members who apply to and are selected into the District's DVS

Program shall receive preference during the following school year's open transfer period should they wish to relocate back to their former school if a position for which they are qualified is vacant. Bargaining unit members who wish to return to their former schools in a subsequent school year but are unable to be selected shall be guaranteed the same or a substantially similar position at another District school that has a vacant position for which the bargaining unit member is qualified to occupy. Bargaining unit members serving under the District's DVS Program must adhere to the District's annual transfer request process to return to their former school.

10. Should the District receive more applications than available positions in the District's Virtual School Program where multiple unit members from the same job classification(s) or who teach/instruct in the same content area(s) apply for the same positions, consideration shall be given to bargaining unit members with the most seniority, provided that the unit member is qualified and accepts the available position. Bargaining member seniority shall be determined based on unit members' seniority with the District (referred to in PeopleSoft as "company seniority").

11. The District's COVID-19 mitigation strategy shall adhere to current Centers for Disease Control (CDC) guidance, recommendations and the District's safety commitments, including:

    a. Universal and correct use of masks required;
    b. Modify or adjust seats, furniture, and workstations to maintain social distancing of six (6) feet between people;
    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, as circumstances require.

12. Beyond required "return to work" COVID-19 testing, the District will provide COVID-19 testing to employees and students on an ongoing basis. COVID-19 testing will require informed consent from all monitoring program participants. This testing shall be free of cost to all students and staff. The District will continue to promote and encourage student testing through educational activities and increased publicity.

13. Any DFT bargaining unit member who performs or reports to work in-person and contracts Covid-19 during school year due to their execution of in-person services may 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 remotely. Medical clearance shall consist of a return-to-work letter from unit members'

treating physician.

14. If a DFT bargaining unit member is sent home from in-person service by the District to quarantine due to potential or actual COVID-19 exposure and is asymptomatic, the member shall be required to continue to deliver virtual instruction at levels necessary to ensure continuity of student virtual learning.

15. 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 request shall be promptly fulfilled by the District.

16. Changes to the health and safety requirements will be collectively bargained by the parties.

17. 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 remotely.

18. 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 school year, but which have not been specifically addressed in this LOA or the collective bargaining agreement.

19. Except as otherwise specified in this Letter of Agreement, the compensation, benefits, and other terms and conditions of employment set forth in the parties' collective bargaining agreement (and any generally applicable letters of agreement) shall fully apply to the DFT unit members in the DVS Program.

20. This LOA shall expire on June 30, 2022. Upon request, and at mutually agreeable dates and times, the parties shall engage in collective bargaining for future Letters of Agreement regarding DFT unit members' terms and conditions of employment as to the DVS Program in subsequent school years. The District reserves the right to discontinue the program in subsequent years for lack of legislative funding or authorization.

21. 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.

22. 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.

23. **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 M. Wilson-Lumpkins (Jul 14, 2021 17:52 EDT)	Luis Solano (Jul 15, 2021 09:40 EDT)
Signature	**Signature**
Jul 14, 2021	Jul 15, 2021
Date	**Date**

Approved: Terrence Martin (Jul 14, 2021 16:37 EDT)

Terrance Martin, President, Detroit Federation of Teachers

Approved: 7/15/2021

Nikolai P. Vitti, Ed.D, General Superintendent