

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

BILINGUAL INTERPRETER DIFFERENTIAL SUPPLEMENT

WHEREAS, the parties recognize that the maximization of currently employed bilingual personnel across the District will help bridge existing communication gaps between students, parents/guardians and District personnel. Bridging parent/guardian school communication gaps in languages spoken by the families the District serves will ensure receipt of information, in their home languages, regarding the school and their child’s academic progress,

WHEREAS, the need exists to scale Districtwide foreign language interpretation services primarily in American Sign Language, Arabic, Bengali, Burmese, Cantonese, French, Hindi, Hmong, Korean, Mandarin, Spanish, Tagalog, Thai and Urdu. The District may expand to additional languages, including African languages going forward, in consultation and agreement with the Union.

WHEREAS, the parties recognize that the bilingual interpreter differential supplement is intended for existing job classifications that may use bilingual skills on a regular, incidental and/or occasional basis and shall not interfere with selected employees’ core job duties and responsibilities,

WHEREAS, the District seeks to provide a bilingual interpreter differential supplement to bargaining unit members who display oral language proficiency, as measured by the District, within a range of “Intermediate Low” to “Superior” and serve a bilingual interpreter within her/his school/worksite. All bargaining unit members that are certified by the District and receive the language skills supplement will be designated as a bilingual interpreter and will be expected to serve in this role within their respective school/worksites and/or at select Districtwide events where foreign language interpretation services may be needed,

WHEREAS, in order to ensure bargaining unit members are fluent in a second language, a language proficiency assessment shall be administered by the Office of Bilingual Education before a supplemental designation and compensation is awarded to unit members, as some unit members may be able to speak a second or third language fluently but unable to read text or vice versa. Computer based language proficiency assessments shall be administered from a District worksite and shall be employed to officially determine a unit member’s mastery of a foreign language,

WHEREAS, the District shall establish guidelines, qualifications needed, and job classifications authorized to receive additional compensation for proficiency in a foreign language,

THEREFORE, the Detroit Federation of Teachers (“DFT”) and the Detroit Public Schools Community District (“District”) (collectively “the parties”) agree as follows for the bilingual interpreter differential supplement:

1. The Office of Curriculum and Instruction ("C&I") will oversee the bilingual proficiency examination processes and certify exam results, which will include the administration of an initial language proficiency screener to preliminarily assess foreign language proficiency. C&I will schedule interested bargaining unit members for language proficiency testing which shall be administered in-person at District designated assessment centers. C&I shall submit a personnel action including language proficiency assessment results for inclusion by the Division of Human Resources ("HR") into employees' personnel records.
2. Bargaining unit members who are ultimately certified by C&I shall be compensated at the rate of \$500.00 per school year. Bargaining unit members certified in more than one District designated foreign language will be compensated at the rate of \$750.00 per school year. If a unit member does not earn a passing score in the District designated language proficiency assessment, she/he may test again one (1) year from the initial language proficiency assessment(s) at no financial cost to the employee. Bargaining unit members who provide translation services beyond the regular workday shall be compensated at their hourly rate.
3. Bargaining unit members receiving the bilingual pay differential supplement will be expected to serve as a bilingual interpreter, as the need arises, within their District worksites and may be requested during non-scheduled work hours at school/worksite events, as needed, for hourly compensation.
4. The bilingual pay differential supplement shall be awarded to qualified bargaining unit members on an annual basis and will be subject to an annual renewal process as determined by the Superintendent and/or his/her designees for this program. The supplement shall be paid in June of the school year, in a separate pay advice.
5. The bilingual interpreter differential supplement shall be discontinued if the bargaining unit member does not perform the functions of the bilingual interpreter supplemental position.
6. The designation of job positions and employees authorized to receive the bilingual interpreter differential supplement shall remain at the sole discretion of the District and shall be based on the foreign language interpretation needs of the District. The District reserves the right to regulate the number of bilingual interpreters Districtwide by position or quantity, depending on organizational needs as approved by the Superintendent or his designee.
7. 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.
8. The validity, interpretation, and performance of this LOA shall be governed in all respects by the laws of the State of Michigan.

9. This letter of agreement shall expire on June 30, 2022 and may be renewed or renegotiated by mutual agreement of the parties.

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

For the Union:


Cakia M. Wilson (Sep 6, 2021 15:44 EDT)

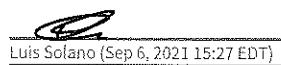
Signature

Signature

Sep 6, 2021

Date

For the District:


Luis Solano (Sep 6, 2021 15:27 EDT)

Signature


Gwendolyn Anderson (Sep 6, 2021 15:26 EDT)

Signature

Sep 6, 2021

Date

Approved: 
Terrence Martin (Sep 6, 2021 15:26 EDT)

Terrence Martin, President, Detroit Federation of Teachers

Approved: 
Nikolai P. Vitti, Ed.D, General Superintendent