

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

2022 SUMMER SCHOOL PROGRAMS

WHEREAS, a need exists to increase summer opportunities for K-12 students across District summer school sites, particularly for high-needs students whose learning gaps continue to expand and cause disproportionate compounded learning losses,

WHEREAS, the District and the Union share the common goal of supporting student learning opportunities during the summer for the purpose of academic course recovery, 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 2022 Summer School Program:

1. PROGRAM SCHEDULE

- a) Summer school programs are anticipated to begin on Monday, July 11 through Thursday, August 4, 2022. Summer learning and recreational activities shall occur Monday through Thursday of each week at the discretion of the District.
- b) At the K-8 grade levels, the summer school day shall be five (5) hours in length. K-8 summer school activities shall occur between the hours of 8:00 a.m. to 1:00 p.m. The first half hour of the workday (8:00 – 8:30 a.m.) shall serve as an on-site 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 an onsite lunch/second preparation period for the teacher.
- c) At the 9-12 grade levels, the summer school program shall be structured around two (2) consecutive credit recovery course sections, classified as “AM” and “PM” course sections.
 - i) The “AM” course section shall occur between the hours of 9:00 a.m. to 2:00 p.m. The first half hour of the workday shall serve as a teacher preparation period. The next four hours (9:30 p.m. – 1:30 p.m.) shall be slotted for direct student instruction and support. The last half hour of the workday shall serve as the lunch/second preparation period for the teacher.
 - ii) The “PM” course section shall occur between the hours of 2:00 p.m. to 5:00 p.m. The first two hours and twenty-five minutes (2:00 p.m. – 4:30 p.m.) shall be slotted for direct student instruction and support. The last half hour of the workday (4:30 p.m. – 5:00 p.m.) shall serve as an on-site preparation period for the teacher.
- d) At the time of application, high school credit recovery teachers must elect to teach either the “AM” or “PM” sessions. High school teachers interested in teaching both the “AM” and “PM” high school credit recovery course sections must communicate their desire to teach two consecutive course sections in their summer school program application.
- e) Unit members who apply and are not selected for available summer work at their home school may contact the summer school director(s) or principals at other work location(s) to apply for available summer work.
- f) Staff selected to work the 2022 summer program must complete required professional development facilitated by the District and or work-site administrator. Professional development

for participating summer school program teachers shall occur the week of July 5, 2022, but not on July 4, 2022. Bargaining unit members shall be compensated for all professional development required by the District and or building principal.

2. PROGRAM WAGES AND STAFF REQUIREMENTS

- a) Certificated teachers, summer bridge program teachers and ancillary staff on the teacher's salary schedule shall be paid \$45.00 per hour.
- b) Attendance agents, academic interventionists and all other non-certificated ancillary staff not on the teacher's salary schedule shall earn \$42.00 per hour for all hours worked.
- c) In accordance to Article Eight Section C of the DFT CBA, the daily rate of pay for extended year program exceptional student education teachers employed in extended year program school sites shall be compensated at the employee's annual salary as provided in the appropriate salary schedule divided by 195.
- d) High school counselors who elect to support schools' master scheduling efforts shall be paid \$45.00 per hour. The hourly work arrangement for participating counselors shall be mutually agreed upon by the participating school counselor and her/his building principal.
- e) Substitute teachers who support the 2022 summer school program shall be paid \$30.00 per hour.
- f) Bargaining unit members who apply and are hired to work a 2022 summer school program must be available to serve in an in-person capacity the entire 2022 Summer School program. Any bargaining unit member who is absent for more than three (3) workdays shall be released from their summer assignment and shall not be entitled to any further unearned summer school compensation.
- g) The District may make available a limited number of online classes for students who were actively enrolled in the District's virtual school program throughout the 2021-2022 school year. Teachers selected by the District to work at the virtual school shall report to a physical work location assigned by the District and shall be paid \$45.00 per hour.
- h) Bargaining unit members who teach summer school shall not be asked or directed to provide blended (in-person, face-to-face and virtual) teaching services.
- i) There shall be no Covid-19 related compensation (i.e., payments, stipends, supplements, district funded health emergency leaves, bonuses and/or Covid-19 mitigation payments) during the 2022 summer school program.

3. CLASS SIZE

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.

4. HEALTH AND SAFETY

The District's layered mitigation strategy shall include the following:

- a) All employees and students shall be provided face masks and strongly encouraged to wear them in District schools and buildings. Voluntary masking will be in place for employees and students unless otherwise required by federal or state authorities;
- b) Teachers and office staff will be provided a fan or air purifier upon request for their classroom or office space. Additional hand sanitizer may also be requested for employees or students;

- c) Deep cleaning will occur in classrooms and office spaces. Confirmation of cleaning will be communicated daily through a signed checklist; and
- d) A nurse will be allocated to each summer school location to serve students and staff. Nurses shall provide access to rapid COVID tests to symptomatic employees and students.

- 5. This letter of agreement shall expire at the conclusion of the 2022 summer school program.
- 6. 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 Union:


 Lakhia M. Wilson-Lumpkins (May 19, 2022 18:03 EDT)

Signature

Signature
 May 19, 2022

Date

For the District:


 Luis Solano (May 19, 2022 18:06 EDT)

Signature


 Gwendolyn Anderson (May 19, 2022 18:03 EDT)

Signature
 May 19, 2022

Date

Approved: 
 Terrence Martin (May 19, 2022 17:32 EDT)

Terrence Martin, President, Detroit Federation of Teachers

Approved:  5/20/2022

Nikolai P. Vitti, Ed.D, General Superintendent

