# Letter of Agreement between <br> Detroit Public Schools Community District ("District") <br> and <br> DETROIT FEDERATION OF TEACHERS ("Union") 

## 2019-2020 COVID-19 SCHOOL CLOSURE STUDENT SUPPORT PROGRAM

WHEREAS, the Centers for Disease Control and Prevention (CDC) are responding to an outbreak of a respiratory disease has been named coronavirus disease 2019, abbreviated as COVID-19,

WHEREAS, the World Health Organization declared the COVID-19 outbreak a pandemic,
WHEREAS, the Honorable Governor Gretchen Whitmer has declared a state of emergency for the State of Michigan to respond to the novel COVID-19 and issued Executive Order No. 2020-35 regarding education for the remainder of the 2019-20 school year,

WHEREAS, the District and the Union share the common goal of supporting student education and continuing to offer student learning opportunities during state mandated COVID-19 school closures,

WHEREAS, the Parties share the common goal of minimizing the disruption of student learning,
WHEREAS, the Parties and are committed to making the mandated school closure educationally productive for the students by providing online learning opportunities and providing students printed instructional materials to facilitate independent at-home learning in mathematics, literacy and other subject/content areas,

WHEREAS, the Parties recognize the importance of teacher feedback in improving educational experiences for students and that instructional packets and online learning activities are optional for students and will not take the place of regular classroom instruction,

WHEREAS, the Parties agree that teachers (0250) and (0251) shall perform the following duties in furtherance of providing students learning opportunities during 2019-2020 COVID-19 school closures:

1. Maintain work hours and remain virtually available, and by phone, as indicated in the plan options provided to instruct or support students, including but not limited to pre-arranged class times (or "live support") for a normal total of two to two and one-half hours for grades K through 12 via the Microsoft TEAMS application, with appropriate flexibility and consideration for the Teacher's current homebound situation, technical capacity, or circumstance.
2. Log-in daily to District email accounts and Microsoft TEAMS communication channels, as appropriate, to complete instructional tasks.
3. Engage in virtual professional development facilitated by the District or work-site administrator.
4. Contact parents and students, as needed, to provide feedback and/ or additional supports, inclusive of wellness checks.
5. Clearly articulate schedules and procedures to students and parents to ensure students complete assigned work.
6. For teachers of middle or high school students participating in course recovery or grade forgiveness related coursework, input earned grades by deadlines designated by the District in electronic gradebook by end of third $\left(3^{\text {rd }}\right)$ and or fourth $\left(4^{\text {th }}\right)$ marking period(s), otherwise Pass/Fail summative entries will require inputting.
7. Continue to maintain cooperative working relationships with students, parents, and the school principal.
8. Contribute to a positive virtual learning environment where students are actively engaged in meaningful learning experiences.
9. Continue to collaborate with school and District personnel concerning student educational needs as requested.
10. As needed, provide evaluation of overall student performance to parents.

The parties also agree to the following:
A. Teachers (0250) and (0251) who are not able to provide online learning opportunities to their students and printed instructional materials to facilitate independent at-home learning to students under this Letter of Agreement ("LOA") due to a self or medically ordered quarantine or isolation order related to COVID19, may, and are encouraged to exercise protections and relief offered by the Emergency Paid Sick Leave Act and Emergency Family and Medical Leave Expansion Act, both part of the Families First Coronavirus Response Act (FFCRA).
B. The District shall provide technological and administrative support as needed in order to enable teachers to perform the above-stated duties.
C. The validity, interpretation, and performance of this LOA shall be governed in all respects by the laws of the State of Michigan.
D. The terms of the LOA shall continue through June 19, 2020, unless the parties agree to extend this LOA in writing. As with previous years, the parties will negotiate for the 2020 summer school program in a separate letter of agreement, which may address on-line or distance learning as appropriate.
E. On May 4, 2020 and as requested after that date, the parties will virtually meet, confer, and discuss the program with the purpose of resolving issues and improving educational practices. To date the District has presented the Distance Learning Guidance Plan for grades K-5, which is attached hereto, and the parties agree that Teachers shall be allowed to choose one of the two options presented therein. The parties will continue to discuss this K-5 Guidance Plan, as indicated above, giving due assessment of the experience and results obtained in its application. Notwithstanding the foregoing, the District shall retain authority to set the curriculum or content of the plans.
F. Nothing in this LOA shall be construed or operate to waive, amend, abrogate, or release from any provision of the parties' collective bargaining agreement or letters of agreement. Disputes concerning the interpretation, application, or enforcement of this LOA shall be subject to the grievance arbitration procedure of the parties' collective bargaining agreement.

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

For the DFT:

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\text { April 18, } 2020
$$

## Date

For the District:


Signature
April 18, 2020
Date


Signature


## CURRENTLY IN PLACE

$\left.\begin{array}{|l|l|}\hline \text { Time Blocks } & \text { Session Description } \\ \hline \text { Before 9AM } & \begin{array}{l}\text { Math Prep Time } \\ \text { Prepare live support activities on the } \\ \text { featured problem sets }\end{array} \\ \hline \begin{array}{l}\text { Between 9- } \\ \text { 11AM }\end{array} & \begin{array}{l}\text { Offer one hour of live support, per section } \\ \text { of mathematics you teach } \\ \text { e.g., If you are self-contained, offer one } \\ \text { hour of whole group support for students } \\ \text { to join, with an option to extend with } \\ \text { small group work }\end{array} \\ \text { If you are departmentalized, offer one } \\ \text { hour of group work to your AM math } \\ \text { students, and one of support to your PM } \\ \text { math students }\end{array}\right\}$

## ADDED OPTION

$\left.\begin{array}{|l|l|}\hline \text { Time Blocks } & \text { Session Description } \\ \hline \text { Before 9am } & \begin{array}{l}\text { Prepare live support activities on the } \\ \text { featured problem sets }\end{array} \\ \hline \begin{array}{l}\text { Between 9- } \\ \mathbf{1 0}\end{array} & \begin{array}{l}\text { Offer whole group support for } \\ \text { students to join, offer options to } \\ \text { extend with small group work through } \\ \text { office hour availability }\end{array} \\ \text { If you are departmentalized, offer one } \\ \text { hour of group work to your AM math } \\ \text { students, and one of support to your } \\ \text { PM math students through office hour } \\ \text { availability }\end{array}\right\}$

## OTHER ITEMS

1. Mandatory Wednesday faculty meeting from 3 to 4PM and limit other meetings to 1 HR
2. At 6-12 levels, maintain current schedule and discuss in approximately three (3) weeks efficiencies in master schedule
3. At the K-5 levels, Science and Social Studies blocks will continue to occur on Tuesday and Thursdays, as scheduled, only applies if they are departmentalized
