

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

**2020-2021 REOPENING OF SCHOOLS HYBRID SCHEDULE  
DIFFERENTIAL SUPPLEMENT**

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**WHEREAS**, the impacts of the extended mandatory school closures period and limited learning opportunities for students during the coronavirus crisis have had a deleterious effect on student learning,

**WHEREAS**, there is a surging need to increase in-person learning opportunities for PreK-12 students across the District, particularly for high-needs students whose learning gaps continue to expand and cause disproportionate learning losses, which further compound existing student learning gaps,

**WHEREAS**, an increasing number of teachers currently serving students through an online modality have expressed a willingness to also provide in-person learning services, or vice-versa, to PreK-12 students whose parents/guardians have expressed a strong desire for their children to receive increased in-person learning opportunities, even if on a limited basis,

**WHEREAS**, in-person learning is operationally defined for the purpose of this letter of agreement as any form of instructional interaction that occurs "in-person" and in real time between teachers and students in physical proximity to one-another within a physical learning space in a school building,

**WHEREAS**, online learning is operationally defined for the purpose of this letter of agreement as the use of computer networks, such as the Internet and the District's local area network, to access learning materials and interact with instructional content through synchronous and asynchronous online learning activities, and for students to obtain supports necessary to acquire knowledge and construct personal meaning from learning experiences,

**THEREFORE**, the Detroit Federation of Teachers ("DFT") and the Detroit Public Schools Community District ("District") (collectively "the parties") agree as follows for the 2020-2021 academic year:

1. Pursuant to the 2020-21 Reopening of Schools Agreement which shall remain in full force and effect, DFT bargaining unit members who elect to perform their job duties through an in-person modality for the 2020-21 academic year shall continue to receive a \$750.00 hazard pay bonus for each marking period they complete through June 30, 2021.
2. Classroom teachers (job codes 0250, 0251, 9130, and 9500) who elect to dually provide no less than three (3) days of in-person teaching while simultaneously

teaching online at the same time shall also receive an additional quarterly \$500.00 *Hybrid Schedule Differential Supplement* at the end of each marking period for the provisioning of dually provided online and in-person teaching services. Payments of the *Hybrid Schedule Differential Supplement* shall be made through a separate pay advice, no later than two weeks after completion of each marking period. 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 \$500.00 Hybrid Schedule Differential Supplement referenced above shall be paid on a prorated basis.

3. Classroom teachers (job codes 0250, 0251, 9130, and 9500) who are currently performing their job duties through an in-person modality and continue to perform their job duties in an in-person modality and teaching online as requested, as well as those who elect to perform their job duties through an in-person modality going forward, shall receive both the \$750 hazard pay bonus and the \$500.00 Hybrid Schedule Differential Supplement (total of \$1,250.00) for the marking periods now through June 30, 2021 that they dually provide no less than three (3) days of in-person teaching while teaching online as requested.
4. Ancillary staff who elect to perform duties and responsibilities in an in-person capacity in the school building, no less than five (5) days per scheduled full work week, during regular work hours in their assigned schools shall receive both the \$750 hazard pay bonus and the \$500 Hybrid Schedule Differential Supplement (total of \$1,250.00) for the marking periods now through June 30, 2021. 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 \$500.00 Hybrid Schedule Differential Supplement referenced above shall be paid on a prorated basis.
5. Some of the duties and responsibilities of ancillary staff who elect to voluntarily serve students and their families, under paragraph 4 above, may include supporting small group or one-on-one learning guided by administration or a teacher and assist with students as needed. Such additional responsibilities shall not be unreasonably delegated.
6. The District shall take steps and measures to inform classroom teachers (job codes 0250, 0251, 9130, and 9500) who elect to serve under the hybrid model about the mitigation strategies (e.g., class size), schedules, and physical facility mitigation efforts implemented to ensure safety at the District's facilities.
7. The District shall take steps to balance class sizes among all instructional modalities – in person, remote, and hybrid. The District shall report such steps to the DFT no later than two (2) weeks after the restart of in-person learning and thereafter on a biweekly basis. The parties will bargain in good faith, starting May 10, 2021, over the daily, hourly, and weekly schedules to implement the hybrid instruction model in the District's schools, as quickly as possible, and on an as-needed basis for modifications through the remainder of this school year. The validity, interpretation, and performance of this LOA shall be governed in all respects by applicable Federal and state laws, regulations and court rulings. This LOA shall expire on June 30, 2021.

8. Nothing in this Letter 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:**

Lakia Wilson-Lumpkins

Lakia Wilson-Lumpkins (Apr 15, 2021 11:03 EDT)

Signature

Signature

Apr 15, 2021

Date

**For the District:**

Luis Solano

Luis Solano (Apr 15, 2021 11:21 EDT)

Signature

Signature

Apr 15, 2021

Date

Approved: Terrence Martin

Terrence Martin (Apr 15, 2021 10:04 EDT)

Terrence Martin, DFT President

Approved: Nikolai P. Vitti

Nikolai P. Vitti, Ed.D, General Superintendent