

**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:


Larkia M. Wilson (Jul 14, 2021 17:52 EDT)

Signature

Jul 14, 2021

Date

For the District:


Luis Solano (Jul 15, 2021 09:40 EDT)

Signature

Jul 15, 2021

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