## Detroit Public Schools Community District and Detroit Federation of Teachers Letter of Agreement Regarding 2023 Restructuring and CTA Options

Agreement between the Detroit Public Schools Community District (hereinafter "School District," or "District), and the Detroit Federation of Teachers (hereinafter "Union" or "DFT").

WHEREAS, the District has realigned and restructured its work force so that it is sustainable in light of anticipated student enrollment and future funding.

WHEREAS, while such realignment/restructuring is typically achieved through layoff of staff, the District is willing to work collaboratively with the Union to facilitate the ongoing employment of College Transition Advisors (CTA) whose position is being eliminated, albeit in different positions to meet District needs.

Accordingly, the parties agree as follows:

- 1. The position of College Transition Advisor (CTA) shall be eliminated effective at the end of the school year, June 30, 2023. Each current CTA shall have the following options:
- a) Be laid off effective at the end of the school year, June 30, 2023 and retain full recall rights in accordance with their District ("company") seniority;
- b) Voluntarily terminate employment with the District effective at the end of the school year, June 30, 2023, in consideration for a severance payment as set forth in the attached Letter of Agreement; or
- c) Work in the position of Pathways Counselor as provided in the attached Letter of Agreement at the salary indicated therein at the beginning of the 2023-24 school year (Step 9 salary number subject to collective bargaining), or, if qualified, work in the position of Academic Interventionist at the salary provided in the applicable collective bargaining agreement at the beginning of the 2023-24 school year (currently \$40,456 subject to collective bargaining); bargaining unit members in these positions shall retain recall rights to the CTA position, in accordance with their District ("company") seniority, for the 2023-24 school year only should the CTA position be reinstated.
- 2. Each CTA shall fill out and sign the attached form no later than June 16, 2023, indicating their choice of the options set forth above with respect to their employment status with the District. If a CTA fails to submit such a signed form, such CTA will simply be laid off at the end the school year, June 30, 2023.
- 3. In the event that the School District reinstates or reconstitutes the CTA position, such position shall remain in the DFT bargaining unit.
- 4. The DFT's grievance regarding the layoffs of CTA's will be deemed resolved and closed. Any alleged violation of this Letter of Agreement may be presented as a grievance at the Step 2 level of the parties' current CBA, and the DFT may demand arbitration of such grievance within thirty (30) calendar days after the grievance is filed. Such arbitration will proceed under the expedited labor arbitration rules of the American Arbitration Association.

For the DFT:	For the District:
Jason A. Posey (Jun 9, 2023/18:44 EDT)	Luis Solano (Jun 9, 2023 19:15 EDT)
Signature	Signature
Jun 9, 2023	Jun 9, 2023
Date	Date
Approved: Lakia Wilson-Lumpkins (Jun 9, 2023 18:43 EDT)  Lakia Wilson-Lumpkins, President, Detroit Federation of Teachers	
Approved:	
Nikolai P. Vitti, Ed.D, General Superintendent	

## Detroit Public Schools Community District and Detroit Federation of Teachers CTA Choice of Options

**Due Date: June 16, 2023** 

I am a College Transition Advisor (CTA) whose position has been eliminated at the end of the 2022-23 school year. In accordance with the Letter of Agreement between the parties listed above, below are the options that have been offered to me with respect to my decision to continue be subject to layoff, voluntarily terminate my employment with the District and receive a severance payment, or continue working for the District in a different bargaining unit position. I understand that putting a check mark in front of one of the options below is confirmation of my choice among the options, and that once this form is signed by me and accepted by the District, no further action will be necessary to put my choice into effect. a. Accept layoff, may apply for unemployment compensation provided through the State, and retain full recall rights to the CTA position in the future should the position be reinstated in the future in accordance with seniority. b. Voluntarily terminate employment with the District effective at the end of the 2022-23 school year, June 30, 2023, and accept the Severance Package in accordance with the attached Letter of Agreement. c. Work in the position of Pathways Counselor as provided in the attached Letter of Agreement at the salary indicated therein at the beginning of the 2023-24 school year (Step 9 – salary number subject to collective bargaining), or, if qualified, work in the position of Academic Interventionist at the salary provided in the applicable collective bargaining agreement at the beginning of the 2023-24 school year (currently \$40,456 – subject to collective bargaining); it is understood and agreed that I shall retain recall rights to the CTA position based on seniority for the 2023-24 school year only should the CTA position be reinstated. **Accepted by the District:** 

For DPSCD

Date

Date

Employee