

**The Detroit Public Schools Community District (“DPSCD”)
and
The Organization of School Administrators and Supervisors (“OSAS”)**

**TENTATIVE AGREEMENT
October 24, 2024**

The parties hereby agree to the following tentative agreement for a successor collective bargaining agreement to replace the agreement that expired June 30, 2024:

FINANCIALS

1. A collective bargaining agreement of two years duration effective July 1, 2024, and expiring June 30, 2026.
2. All OSAS unit members shall receive a base wage increase of 4% in the 2024-2025 school year and 3.5% in the 2025-2026 school year.
3. **Retroactive salary pay increase to July 1, 2024.**

ADDITIONAL PAYMENTS

The following payments shall be in effect for the 2024-25 and 2025-26 school years:

4. Full-time bargaining unit members in the following ESE positions who are required to and hold a valid temporary, continuing or full ESE approval shall receive an annual salary enhancement of \$15,000 in the 2024-25 and 2025-26 school years: Supervisor, Program Supervisor, Director and the associated retiree job codes for each of the above positions (mirroring ESE Positions). This \$15,000 enhancement of base salary shall be paid at the end of June in the 2024-25 and 2025-26 school years and in separate pay advices. The unit member must remain with the District through the end of the 2024-2025 and/or the 2025-26 school years to receive this salary enhancement. The payment will be prorated for late hires. (Note: Additional terms will apply).
5. OSAS unit members with more than 15 years or more of continuous service with the District as of the end of the previous school year shall receive a longevity payment of **\$2,000** on a separate pay advice on the last check in November if they are still employed by the District at the time of the payment. This payment shall be paid for the 2024-25 and 2025-26 school years.
6. All OSAS unit members who were employed by the District as of February 1, 2024, and who remain actively by the District on November 1, 2024, shall receive a **\$1,000** enhancement of their base salary. All OSAS unit members who were employed by the District as of February 1, 2025, and who remain actively by the District on November 1, 2025, shall receive a **\$1,000** enhancement of their base salary. This payment will be paid in a separate pay advice at the end of November.
7. The parties agree to the following letter of agreement:

BILINGUAL INTERPRETER DIFFERENTIAL SUPPLEMENT

WHEREAS, the parties recognize that the maximization of currently employed bilingual personnel across the District will help bridge existing communication gaps between students, parents/guardians and District personnel. Bridging parent/guardian school communication gaps in languages spoken by the families the District serves will ensure receipt of information, in their home languages, regarding the school and their child's academic progress,

WHEREAS, the need exists to scale Districtwide foreign language interpretation services primarily in American Sign Language, Arabic, Bengali, Burmese, Chinese, French, Hindi, Hmong, Korean, Mandarin, Spanish, Tagalog, Thai and Urdu. The District may expand to additional languages going forward,

WHEREAS, the parties recognize that the bilingual interpreter differential supplement is intended for existing job classifications that may use bilingual skills on a regular, incidental and/or occasional basis and shall not interfere with selected employees' core job duties and responsibilities,

WHEREAS, the District seeks to provide a bilingual interpreter differential supplement to bargaining unit members who display oral language proficiency, as measured by the District, within a range of "Intermediate" to "Superior" and serve a bilingual interpreter within her/his school/worksite. All bargaining unit members that are certified by the District and receive the language skills supplement will be designated as a bilingual interpreter and will be expected to serve in this role within their respective school/worksites and/or at select Districtwide events where foreign language interpretation services may be needed,

WHEREAS, in order to ensure bargaining unit members are fluent in a second language, a language proficiency assessment shall be administered by the Office of Bilingual Education before a supplemental designation and compensation is awarded to unit members, as some unit members may be able to speak a second or third language fluently but unable to read text or vice versa. Computer based language proficiency assessments shall be administered from a District worksite and shall be employed to officially determine a unit member's mastery of a foreign language,

WHEREAS, the District shall establish guidelines, qualifications needed, and job classifications authorized to receive additional compensation for proficiency in a foreign language,

THEREFORE, the Organization of School Administrators and Supervisors ("OSAS") and the Detroit Public Schools Community District ("District") (collectively "the parties") agree as follows for the bilingual interpreter differential supplement:

1. The Office of Curriculum and Instruction ("C&I") will oversee the bilingual proficiency examination processes and certify exam results, which will include the administration of an initial language proficiency screener to preliminarily assess foreign language proficiency. C&I will schedule interested bargaining unit members for language proficiency testing which shall be administered in-person

at District designated assessment centers. C&I shall submit a personnel action including language proficiency assessment results for inclusion by the Division of Human Resources ("HR") into employees' personnel records.

2. Bargaining unit members who are ultimately certified by C&I shall be compensated at the rate of **\$50** per month, in a separate pay advice each month. Bargaining unit members certified in more than one District designated foreign language will be compensated at the rate of **\$75** per month, in a separate pay advice each month. If a unit member does not earn a passing score in the District designated language proficiency assessment, she/he may test again one (1) year from the initial language proficiency assessment(s) at no financial cost to the employee. Bargaining unit members who provide translation services beyond the regular workday shall be compensated at their hourly rate.
3. Bargaining unit members receiving the bilingual pay differential supplement will be expected to serve as a bilingual interpreter, as the need arises, within their District worksites and may be requested during non-scheduled work hours at school/worksite events, as needed, for hourly compensation.
4. The bilingual pay differential supplement shall be awarded to qualified bargaining unit members on an annual basis and will be subject to an annual renewal process as determined by the Superintendent and/or his/her designees for this program.
5. The bilingual interpreter differential supplement shall be discontinued if the bargaining unit member does not perform the functions of the bilingual interpreter supplemental position.
6. The designation of job positions and employees authorized to receive the bilingual interpreter differential supplement shall remain at the sole discretion of the District and shall be based on the foreign language interpretation needs of the District. The District reserves the right to regulate the number of bilingual interpreters Districtwide by position or quantity, depending on organizational needs as approved by the Superintendent or his designee.
7. 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.
8. The validity, interpretation, and performance of this LOA shall be governed in all respects by the laws of the State of Michigan.
9. This letter of agreement shall expire on June 30, 2026.
8. Any OSAS unit member (in any classification) who refers a candidate to the District who is successfully hired **as a teacher (0250) and/or teacher retiree (A030)** --shall receive a bonus of \$1,000, per candidate, subject to the provisions below.

Bonuses shall only be paid to actively employed OSAS unit members *for each referred candidate* who is successfully hired by the District and remains employed in an eligible job code **(0250 and/or A030)** with the District for 180 calendar days. Candidates must identify their referring employee (a current OSAS unit member) by name when completing their online application using the referral question, *"Enter the name of the person who referred you."* No other methods of referrals are acceptable. Candidates must identify the referring Osas unit member on their first application to a vacant position.

9. **Insurance:** For the 2025-26 school year, the District shall maintain or increase its total overall healthcare cost contribution percentage as needed up to the 80% threshold. Subject to this limitation, it is the parties' intention to maintain to the extent possible the OSAS bargaining unit members' current (2024-25) plan options not to exceed the 80% threshold, and to address any needed changes as they have done in the past. Also, for the 2025-26 school years (and in clarification of the foregoing), the District will attempt to maintain its current health insurance providers/carriers, including dental and vision - if their overall costs to the District remain competitive and provide our employees the greatest value. The District will continue to procure high quality services from insurance providers/carriers for health, vision, dental and other high quality healthcare benefits including those that provide our employees with the greatest overall value.

If there is a change contemplated by or imposed upon the District (as in the case of a provider/carrier terminating its relationship with the District), then the parties would bargain over this provision, including but not limited to, procuring similar high quality health care providers.

Notwithstanding the paragraph above, and in clarification of the same, in the event that the District decides that it is in the best interests of our employees and their families to solicit bids for District healthcare insurance, the District shall exercise its rights on behalf of our employees in collaboration with the OSAS and coalition of unions as it has consistently done in the past, and no changes would be made in providers/carriers without bargaining and the agreement of the OSAS.

NON-FINANCIALS

10. Article 8. Transfers (To replace current Article 8 language)

- a. The District retains the right to transfer unit members covered under this Agreement from one position to another. Unit members being transferred shall be notified in writing at least five calendar days before the date the contemplated transfer is to become effective, and within this five-day window the OSAS Member shall have one day to move his/her belongings to the new location. OSAS shall be furnished with a copy of the notification at the same time. The parties recognize that emergency situations may arise in which the five calendar days' notice period is not feasible.
- b. When an involuntary transfer is effectuated, the District shall inform the employee of the reason for the transfer and the Union shall be copied on the official transfer notification.

- c. Involuntary transfer reasons may include but are not limited to: staffing needs in other locations, decreases in enrollment, school closure/consolidation, changes in programming, performance, financial or legal compliance, climate and culture concerns, irreconcilable differences between employees, perceived nepotism, suspected misconduct and/or suspected Board policy violations leading to the initiation of an investigation.
- d. Transfer for climate and culture concerns, performance, irreconcilable differences between employees, or perceived nepotism shall be a last resort to try to address these issues. Employees transferred for these reasons shall be notified no later than March 1 that they will be involuntarily transferred for the next school year.
- e. **Voluntary Transfer Process for Deans of Culture (new language to add to Article 8)**

1. Open Transfer Period

The District shall maintain an open transfer period from February 1 - May 1 for Deans of Culture (1443). During this open transfer period members who wish to transfer may do so without seeking their release from their current principal.

2. Request for Transfer

Bargaining Unit Members who wish to change the location of their assignment may apply for a confidential transfer by filing an electronic form provided by Human Resources for such purpose.

OSAS Members who wish to transfer may be subject to an interview or the presentation and delivery of a demonstration project at the requested transfer location. The principal at the location transfer must approve the transfer.

The request must be renewed annually if the individual wishes to have the request continue to be considered. Transfer requests are listed by Human Resources in the order of receipt.

Transfer requests will be reviewed regularly by Human Resources. Human Resources will make a "good faith effort" to honor transfer requests during the transfer period.

The list of vacancies for positions eligible for transfer includes all vacant Dean of Culture positions. Human Resources will share a list of vacancies with the Union on February 1st, March 1st, and April 1st.

3. Selection Process

- a) When a position is to be filled by transfer, the position is to be filled via mutual consent according to the following:

Human Resources will share names and contact information of employees who have requested a transfer with administrators at requested locations at least three (3) times during the open transfer period: once on/around February 15th, March 1st and again on April 1st. Principals shall first consider applicants for a transfer when a vacancy exists.

Prior to hiring an external candidate for a vacancy, the School Leadership Team must interview three (3) candidates who have submitted a request to transfer to that location (or they shall interview all transfer candidates if fewer than three (3) candidates requested a transfer to that location). If more than three (3) candidates submitted a transfer request to that location, the School Leadership Team shall interview the three candidates with the most District seniority.

The Principal and/or School Leadership Team shall conduct outreach to those requesting a transfer via official DPSCD email. The process outlined above shall apply only from February 1 to April 15. After April 15th Principals and School Leadership Teams are no longer required to interview transfer applicants

- b) When a position is to be filled by transfer, the position is to be filled according to the following:
- i. A vacancy must exist in the assignment at the location.
 - ii. Employees who wish to transfer may be subject to the presentation and delivery of a demonstration project, and/or an interview at the requested transfer location with the administrator and/or School Leadership Team. The School Leadership Team will make a recommendation to the Principal at the location.
 - iii. The Principal at the receiving transfer location must approve the transfer following the recommendation of the School Leadership Team by submitting an offer request to Human Resources.
 - iv. An employee will receive an offer request to transfer to the new location via District email.
 - v. The employee must accept the offer request within three (3) business days of receiving the offer.
 - vi. Official notification of a transfer will come in the form of a transfer letter from Human Resources via District email with the reassigned transfer location and reporting date.
 - vii. Once a transfer is effectuated for the employee, it is final, and no further voluntary transfer requests can be executed during the school year.

- viii. To ensure continuity of support, employees rated as "needing support" or "developing" in their most recent evaluation shall transfer locations only if expressly approved by Human Resources.

4. Voluntary Transfer Request Notification

All Deans of Culture who request a transfer will be notified regarding the acceptance or denial of transfer via DPSCD email by Human Resources on or before May 15th.

11. Administrative Leave and The Employee Transition Center [New Section]

1. Due Process

In the event that a bargaining unit member is placed on any form of immediate suspension or administrative leave, including leave at the Employee Transition Center (ETC), while the District investigates allegations against the bargaining unit member, the member will be entitled to written notice by district email of the charges known at the time upon placement. The District reserves the right to add additional charges as they become known during the course of the investigation.

The member will be entitled to an investigatory interview, with the right to Union representation, and to confront the allegations and evidence, as soon as reasonably possible. The District will endeavor to hold such interviews within thirty (30) **workdays** of placing the employee on administrative leave. Should the thirty (30) workday timeline not be feasible, the District will notice the employee and Union in writing by email with the reason and provide an expected timeline for when the interview will occur. An interview must occur within 60 workdays of placing the employee on administrative leave. The District will provide the member and the Union with a copy of all documents, video, audio, or other relevant materials relating to the allegations against the member at least five (5) workdays prior to the interview.

Bargaining unit members shall not destroy or tamper with documentation or attempt to influence witnesses related to the investigation—such behavior shall lead to additional discipline up to and including termination.

Bargaining unit members with pending misdemeanor or felony charge and/or convictions shall be placed on administrative leave, including unpaid leave, in accordance with state law and current Board policy and any consideration for discipline or discharge against the employee may be held in abeyance until such criminal matters are resolved.

Following a bargaining unit member's return from administrative leave, and upon request from the employee or Union, the District will conduct a review to determine if any loss of compensation or benefits are due to the employee, in accordance with this Agreement and any associated Letters of Agreement.

The timelines outlined above shall not include District closure periods, holiday breaks, or non-duty periods.

2. Decision

The District will endeavor to render a final a decision within thirty (30) workdays days. Should the 30 workdays timeline not be feasible, the District will notice the employee and Union in writing by email with the reason and provide an expected timeline for when the decision is expected to occur. The decision may be grieved starting at Step 2 level of the grievance arbitration of this Agreement.

The parties agree that absent extraordinary circumstances, such as but not limited to involvement of the criminal justice system, the procedure outlined above is intended to conclude within 120 workdays. In the event that the procedure is not expected to conclude within 120 workdays, the District will notify the employee and the Union in writing with the reason and provide an expected timeline for when the interview will occur.

The timelines outlined above shall not include District closure periods, holiday breaks, or non-duty periods.

The contract provisions of the current collective bargaining agreement not otherwise addressed above shall continue, with dates in the agreement updated as appropriate. Changed provisions will go into effect following ratification, with the exception of salary increases, which shall be paid retroactively to July 1, 2024. This tentative agreement is contingent upon the ratification by the bargaining unit members and the Board of Education.


For OSAS:


Juan F. Patino (Oct 24, 2024 21:34 EDT) Oct 24, 2024
Date
Juan F. Patino
President

For DPSCD:


Luis Solano (Oct 24, 2024 14:16 EDT) Oct 24, 2024
Date
Luis B. Solano,
Deputy Superintendent


Carl F. Hankins (Oct 24, 2024 20:52 EDT) Oct 24, 2024
Date
Carl Hankins
Vice-President

Approved:  _____ 10/25/2024
Nikolai P. Vitti, Ed.D, General Superintendent Date