

AGREEMENT

between the

DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT



and the

**ORGANIZATION OF SCHOOL ADMINISTRATORS
AND SUPERVISORS**

AFSA, LOCAL NO. 28, AFL-CIO

JULY 1, 2023 – JUNE 30, 2024

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ARTICLE 1. RECOGNITION

The Board recognizes OSAS (the Union) as the exclusive collective bargaining representative of personnel employed in all classifications listed below for which a wage scale is created as part of this agreement, and for the purpose of bargaining with the Board with respect to rates of pay, wages, hours of employment, and other conditions of work:

Academic Engagement Administrator; Accountant; Administrative Manager; Assistant Chief of Security; Assistant Department Lead; Attendance/ Department Head; Auditor; Budget Analyst; Business Manager; Coordinator; Curricular/Administrator; Curriculum Leader; Curriculum Coordinator; Dean of Students, Dean of Culture; Dean of Instruction; Fiscal Coordinator; Department Head/Unit Head (or); Director; Director, (Non-Educational); Director, Communications; Elementary Staff Coordinator; Field Supervisor Security; Head Commercial Foods Teacher; Head Apprentice Teacher; Investigator; Junior Administrative Assistant (10 month); Principal Accountant; Specialist, Day School for Deaf; Supervisor; Guidance Department Head; Program Supervisor; Program Associate I; Program Associate II as well as all classifications for which a wage rate is created.

Excluded from the unit are all personnel employed in classifications not specifically listed above as well as all confidential, managerial and executive employees.

ARTICLE 2. NON-DISCRIMINATION

The Board and the Union agree to continue their policy of non-discrimination against any administrator on the basis of race, creed, color, physical handicap, age, national origin, marital status, sex, sexual orientation, gender identity, or membership, participation in, or association with the activities of any labor or professional educational organization.

ARTICLE 3. RESERVATION OF RIGHTS

The Board reserves all the rights and powers conferred upon it by the constitution and laws of the State of Michigan, except as the same are limited by this Agreement. Such rights include by way of illustration and not by way of limitation the right to:

- a. Manage and control the business, equipment and operations of the school district.
- b. Assign administrative personnel, determine the number of administrative personnel and their schedules
- c. Select and determine qualifications of administrative personnel.
- d. Determine the number and location of its facilities including buildings, departments, offices and divisions thereof.

- e. Determine the services, supplies and equipment necessary for the operation of the district and establish financial policies and procedures.
- f. Determine the number, function, authority and organization of its executive staff.

ARTICLE 4. INDIVIDUAL CONTRACT

- a. Each administrator shall be given a one (1) year individual contract of employment. However, an administrator employed following the commencement of the school year shall be given a contract for the balance of that school year. This provision does not affect the District's inherent right to terminate for just cause and to layoff for economic necessity, elimination of position or reorganization/realignment.
- b. The individual contracts of employment shall provide that administrators are not granted tenure as an administrator but will retain tenure previously granted as a classroom teacher, if applicable.

ARTICLE 5. DISCIPLINARY ACTION

- a. When warranted, subject to the grievance procedure contained in this Agreement, and in accordance with due process, nothing contained in this Agreement shall restrict management from suspending, with or without pay, or transferring and/or demoting, or discharging any bargaining unit member where good cause for such action exists. This Article will not be used to circumvent the evaluation procedures specified in Article 11.
- b. The Union agrees to provide and make available a designated union representative who will be charged with representing unit members who desire representation at disciplinary conferences.

ARTICLE 6. UNION OFFICIALS RELEASED TIME

The union president may be released from his/her assignment without loss of pay, benefits or seniority credit for the purpose of contract administration, negotiations or enforcement. The released time shall be granted upon submission of reasonable notice by the president to his/her immediate supervisor with copy to the director of Labor Relations. In addition, upon approval of the OSAS President, union officials or members of the bargaining unit may be released from their assignment without loss of pay, benefits or seniority credit if it is essential that they participate in contract administration, negotiations or enforcement.

ARTICLE 7. HOURS OF WORK

When necessary for unit members to work extended hours, managers may authorize a flexible adjustment in work hours. Managers will exercise their best efforts subject to the requirements of efficient operations, to maintain a reasonable work schedule.

ARTICLE 8. TRANSFERS

- a. In recognition of the commitment by both the School District of the City of Detroit and OSAS to the principle of total involvement in seeking solutions to educational problems, it is acknowledged by both parties that the District retains the right to transfer unit members covered by this Agreement from one position to another.
- b. The following procedures will be followed when administrators are transferred.
 1. In the case of individual transfers: Unit members being transferred shall be notified in writing at least five calendar days before the date the contemplated transfer is to become effective.
 2. The notice shall set forth the expected date of transfer and the new work location.
- c. 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.
- d. Transfers may not be undertaken for arbitrary reasons and employees transferred under this provision will not suffer a diminution of compensation as a direct result of the transfer.

ARTICLE 9. SENIORITY

- a. Seniority shall be computed from the first date of entry into the bargaining unit and shall include each day a person has been on payroll or on an approved leave from a position in the bargaining unit.
- b. A seniority list shall be prepared twice annually on July 15 with seniority status through July 1st and January 15 with seniority status through January 1 and presented to the Union. Disputes regarding computation of seniority may be resolved via the grievance procedure at any relevant time.

- c. In the event appointment dates are the same, seniority will be determined by the appointment date to a previous OSAS-represented administrative classification.

If identical appointment dates still exist, system seniority will be the tiebreaker. If there is no previous OSAS-represented administrative position, system seniority will be used.

ARTICLE 10. PROMOTION PROCEDURES

- a. When the employer elects to create a new position or fill an existing position that has become vacant, the employer shall post a notice on its website stating that the position is open for application. The notice will include:
 - 1. Job title
 - 2. Job duties
 - 3. Salary range
 - 4. Job qualifications
- b. Unit members currently employed by the District, who wish to apply for a vacancy will be placed in the eligibility pool for that specific position. In addition to the eligibility requirements identified in the announcement, a current employee's eligibility will also be predicated on the following:
 - a. He/she must not have been penalized for a disciplinary infraction for at least one year (12 months prior to the date of posting the announcement); and,
 - b. He/she must have received a satisfactory job performance evaluation during the last rating period.

ARTICLE 11. EVALUATION

- a. The parties agree that it is the right and duty of the Board to evaluate employees, utilizing a performance evaluation tool that incorporates a rigorous, transparent, and fair evaluation system. As it relates to school administrators, the performance evaluation tool will assess performance at least in part based upon data on student growth as measured by assessments and other objective criteria.
- b. The parties agree that the purpose of evaluation is to provide information which will determine the employment and wage status of the individual administrator, to recognize levels of performance, to identify areas of improvement if necessary, and to provide appropriate and specific techniques and/or resources for improvement.

- c. Unit employees will be evaluated by the evaluation tool/procedure as outlined by the District.
- d. The employer shall evaluate employees at least once a year using the above described criteria for an employee evaluation tool. In addition to the criteria set forth below, the employee shall be evaluated based upon meeting established performance goals.
- e. Performance goals shall be established in writing by the appropriate administrator, after input from the employee, on or before November 15 of each school year. Evaluation shall be ongoing; however, the formal annual evaluation shall be completed by June 15 of each year.
- f. Unsatisfactory performance must be identified in writing. Any written evaluation of unsatisfactory performance shall include (a) clearly documented examples of unsatisfactory performance; (b) evaluation based upon personal observation; (c) evaluation by a direct supervisor of the member being evaluated.
- g. Performance evaluations shall be based upon:
 - 1. Job knowledge and skill
 - 2. Quality of work
 - 3. Efficiency of work
 - 4. Attendance
 - 5. Interpersonal skills
 - 6. Training received (to the extent available)
- h. Where appropriate, the performance evaluation tool shall comply with the requirements of The School Aid Act of 1979 and the Revised School Code, 380.1250.
- i. Appeals of unsatisfactory performance appraisals shall be first to the next level manager over the supervisor conducting the evaluation and, thereafter, through the grievance procedure.
- j. The parties agree to establish a protocol for training evaluators.

ARTICLE 12. PROBATIONARY EMPLOYEES

- a. Except as otherwise provided in this Agreement, employees appointed or promoted to regular positions in the unit shall be considered probationary employees for the first two (2) years of employment. During the first year, employees shall have a midyear conference with their immediate superiors. In

instances where it is anticipated the employees are not meeting their standards, the immediate superiors will provide notification at the midyear conference or not less than ninety days prior to final evaluation for the year.

- b. Performance standards shall be based upon the administrator/supervisor's position description, current situation, professional skills, interpersonal relationships and personal qualities. The standards will be taken from the mission, goals and objectives provided by the General Superintendent. The evaluation format under Article 11.c. will be used for this purpose.
- c. Grievances regarding an employee's evaluation and/or demotion can only be filed based on the Board's action being arbitrary or capricious. The nonrenewal of employees is not subject to the grievance process or arbitration.

ARTICLE 13. ASSIGNMENTS PRIOR TO OPENING OF SCHOOL

In order to prepare for the opening of school, all 10-month employees may be assigned to work the week immediately prior to the opening of the new school year in order to: review and work on curriculum, preschool enrollment, overall program and organization; identify need for modification of existing programs; plan direction of efforts to improve programs; plan with available school personnel, constellation staff, and community for effective school organization and program; develop, submit to, and discuss with the appropriate administrator a semester plan identifying priority responsibilities and key factors in the discharge of such priority and responsibilities, stating specific objectives toward which resources will be directed and setting criteria for evaluation of the achievement of these objectives; confer with parents, students, and central staff as needed; and orient available staff. Employees will be provided notice of the start date as soon as possible.

ARTICLE 14. LEAVE POLICY

The District will separate an employee who has been unable to work for one continuous year.

ARTICLE 15. PERSONAL BUSINESS LEAVE DAYS

Personal Business Leave Days: All bargaining unit members may use up to five (5) days per year from their personal illness bank to be absent with pay for the purpose of conducting personal business.

ARTICLE 16. BEREAVEMENT LEAVE

- a. Leave may be taken in the event of the death of a member of the employee's immediate family. Absence due to death of a member of the immediate family may be charged to sick leave up to five (5) scheduled working days as necessary for each death. All funeral leave days must be taken within seven (7) consecutive calendar days of the day of death. Included in immediate family: husband, wife, children, father, mother, father-in-law, mother-in-law, grandfather, grandmother, brothers, sisters, and any other relative or non-relative living and making his/her home in the household of the employee.
- b. The working days allowed must be consecutive scheduled working days
- c. If employee works on day of death, the days allowed do not include day of death but begin with the first scheduled working day immediately following the day of death.
- d. If day of death is a scheduled workday and employee does not work on that day, the days allowed begin with and include the day of death.
- e. If day of death is not a scheduled workday or occurs during vacation periods, the days allowed are those scheduled working days (or actual working days following vacation period) which fall within seven consecutive calendar days including day of death.

ARTICLE 17. EMERGENCY WEATHER CONDITIONS 10-MONTH EMPLOYEES

- a. It shall be the responsibility of the District to determine whether conditions warrant the closing of schools. If it is determined that a school or schools should be closed (and no delayed opening is planned), employees of those schools shall not be required to report to their job assignments and will not suffer any loss of pay. If a building is closed after the start of the normal workday, the employee shall suffer no loss of pay for that day.
- b. In the event of a building emergency, unit members may be reassigned to other duties or buildings for the duration of the emergency.
- c. Scheduled days of student attendance that are canceled because of conditions not within the control of authorities shall be rescheduled when the district is unable to meet the state mandatory requirements.

- d. When the canceled days become less than the State requirement for student attendance, 10-month employees shall not be compensated for mentioned days. Such days will be rescheduled with employees being paid the pay period following.
- e. Rescheduling of days shall not affect annual salary, compensation or other benefits provided within this Collective Bargaining Agreement.

ARTICLE 18. HOLIDAYS

The District will be closed for ten (10) days in observance of, and staff will be compensated for the following holidays: July 4 (Summer Assignment and 12-month only), Labor Day, Thanksgiving Break (Wednesday, Thursday, Friday); Christmas Day, New Year's Day, M.L. King Day, Good Friday, Memorial Day.

ARTICLE 19. GRIEVANCE PROCEDURE

- A. A grievance is a claim or complaint asserting a violation of or an interpretation of the Collective Bargaining Agreement.
- B. Steps:
 - 1. **Step One**: When a cause for complaint occurs, the union or the affected bargaining unit member(s) ("employee") shall request a meeting with an appropriate supervisor in an effort to resolve the claim/complaint. The supervisor shall arrange for a conference to be conducted within fifteen (15) workdays after notification of the claim/complaint. The Union or the employee(s) shall be entitled to be heard personally and may request representation by the Union. The Union shall have the right to be present with the employee(s) at any such conference.
 - a. A sincere attempt shall be made to resolve the differences at the oral conference between the employee(s) (or the Union) and his/her immediate supervisor. No resolution may be contrary to the terms of this agreement.
 - b. The supervisor shall render a decision and communicate it in writing to the employee(s), the Union, and to the DPSCD Office of Labor Relations or its successor within ten (10) working days after the completion of the conference. If the Union is not satisfied with the results of the conference a formalize grievance may be filed, in writing, as provided hereunder.

- c. Note: If the claim/complaint involves the principal or immediate supervisor of the employee(s) the supervisor to whom the principal or immediate supervisor reports shall take the place of the principal/immediate supervisor referenced herein.
- 2. **Step Two:** If a claim/complaint is not resolved in a conference between the employee(s) and his/her immediate supervisor, the Union may appeal the decision to the General Superintendent by submitting a notice to the Office of Labor Relations or its successor.
 - a. A formalized grievance shall be submitted in writing no later than fifteen (15) days following the receipt of the decision of the supervisor. The appeal shall be in writing and shall set forth specifically the act, condition, and the grounds on which the grievance is based and shall include a copy of the grievance and all decisions rendered. A copy of the appeal shall be sent to the principal or the appropriate administrator.
 - b. The General Superintendent or his/her designated representative shall meet with the parties concerned within fifteen (15) working days after receipt of the appeal request. Within fifteen (15) days after the grievance hearing, the General Superintendent shall render a written decision that shall be forwarded to the Union and the principal or the applicable unit head.
- 3. **Step Three:** If the Union is not satisfied with the decision of the General Superintendent the Union may, within twenty working days, submit the grievance to arbitration, in accordance with the following:
 - a. In writing, submit to the Employer a Demand for Arbitration of any grievance under this Agreement.
 - b. The parties will attempt to mutually agree on an arbitrator. If they do not agree, the Union may submit a demand for arbitration to the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings. Neither the Employer nor the Union shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be borne equally by both parties.

- c. The arbitrator shall render his decision in writing not later than thirty (30) calendar days from the date of the close of the record.
- d. The arbitrator shall have no power to alter, add or subtract or modify the terms of this Agreement.

C. Miscellaneous Provisions:

- a. The term "days" when used in this Article shall mean work days. Time limits may be extended by mutual written agreement.
- b. A grievance must be filed within ten (10) days of the member's reasonable knowledge of the alleged contract violation or any grievance flowing therefrom shall be waived.

ARTICLE 20. LEGAL ASSISTANCE

- A. In the event a Complaint and Summons is lodged against an administrator who is named as defendant for actions taken by him/her in his/her representative capacity as an administrator for the Board, the Board shall, upon request, provide legal assistance and/or representation if necessary, through its Office of General Counsel or other designated counsel, provided that:
 - 1. A copy of the Complaint and Summons is transmitted to the Office of General Counsel within five (5) working days of service upon the defendant administrator together with a covering letter from the OSAS President or his designee requesting legal assistance.
 - 2. Pursuant to Board investigation and determination, the administrator(s) named was acting consistent with and within the scope of his/her proper administrative duties and responsibilities and within his/her official representative capacity as a Board administrator.
 - 3. Pursuant to Board investigation and determination, such administrator has acted in full accord with Board policy in carrying out functions that give rise to the legal action.
 - 4. There has been no illegality or criminality on the part of the administrator.
- B. The provision of legal advice and/or representation herein shall not apply to any administrator who, in his/her individual capacity, engages in actions outside the

scope of his/her authorized duties. Such decision shall be promptly conveyed to OSAS.

ARTICLE 21. COMPLAINTS OR CHARGES

When complaints or charges against an administrator are made, the administrator shall be given full information with respect thereto. If the administrator is required to answer said complaint or charge in either an administrative or Board proceeding, he/she shall have the right to be represented by OSAS at every step of said proceeding.

ARTICLE 22. POLICE PERSONNEL: SPECIAL PROVISIONS

A. Vacation

1. Vacation will be granted at such times during the year as are suitable, considering both the requests of the employee and the efficient operations of the Police Department.
2. There will be two months in which vacation days are restricted:
 - a. The last week of school in the month of June before summer break, and
 - b. The first two weeks of the beginning of the school year during the month of September.
3. Vacations will be taken in a period of consecutive days. Vacations may be split into one or more full weeks, provided such schedule does not unreasonably interfere with the operations of the division. Once vacation schedules have been finalized by the employer on the basis of individual requests (as per days accrued), no vacation shall be canceled within a period of less than ten working days. In the event of an emergency, however, the employer may postpone an employee's vacation. Said employees shall be granted vacation thereafter at the earliest opportunity.
4. Vacation leave requests will be granted based on the needs of the department. All vacation leave requests will be subject to the approval of management. All approved vacation leave requests are subject to change if an emergency situation is declared by the appropriate administrator or (or designee), or the Superintendent (or designee).

- B. All rules and directives issued by the DPSCD Chief of Police dealing with the duties and responsibilities of all police personnel will continue in effect unless modified or revised by the DPSCD Chief of Police or his/her designee.
- C. Assignments and hours of operation will be as designated by the DPSCD Chief of Police Department or his/her designee. In any event, assignments and hours of operation will be designated to meet the needs of the Department.
- D. Uniform Allowance: The District will provide the employee with an annual uniform allowance for the purchase of uniform equipment for specific items approved by the Department. The annual uniform allowance shall be as follows: for the 2017-2018 school year \$350.00; for the 2018-2019 school year \$400.00; for the 2019-2020 school year \$450.00. Payment of the allowance shall occur in July of the year in which it is due, but no later than October 1st.
- E. The wearing of summer uniform will begin May 1st and commence through September 30th. The District employee covered by this Agreement is not compelled to wear ties during the summer months. The District employee must be in full uniform at all times, consistent with the quality and dress standards set by the Department. The failure to do so will subject the individual to disciplinary actions.
- F. Drug Testing: The District has a substantial interest in a drug-free DPSCD Police Department. DPSCD Police Department unit members will be subject to drug testing on a random basis without regard to individualized suspicion no more than four (4) times per calendar year. All testing and related procedures will be conducted through the District's Office of Employee Health Services. The District reserves the right to drug screen its employees whenever there is a suspicion of drug or alcohol use.
- G. Assault Pay: A DPSCD police officer assigned to the DPSCD Police Department and whose absence is the result of a school-related assault or pupil negligence, as confirmed by the DPSCD Chief of Police and the Office of Risk Management shall not have the first seven (7) days' absence for each occurrence charged to his sick bank and his pay will not be diminished for those seven (7) days.
- H. Shift Differential: DPSCD Police Department employees in the classification of Sergeant working the afternoon shift (individuals who work more than half their shift after 4:00 p.m.) shall receive an additional \$.50 cents per hour. Bargaining unit members working the midnight shift (individuals who work more than half their shift after 1 a.m.) shall receive an additional \$.75 cents per hour.

- I. Overtime: Police Sergeants required to work beyond the normal 80-hour biweekly period shall be granted pay in the amount of one and one-half (1-1/2) times their regular rate for hours beyond 80 hours. (The 80-hour biweekly work period is inclusive of time charged to the vacation and personal illness banks.) Sergeants working on District paid holidays shall receive a rate of pay one and one-half (1 - 1/2) times their regular rate, plus their regular pay.
- J. Upon retirement from the District with receipt of a retirement allowance from the Michigan Office of Retirement Services, individuals shall be entitled to receive a retirement badge and identification card. The process for presentation of these items shall be determined by the Employer.

ARTICLE 23. INSURANCES

Unit members will be offered health, dental, life and vision insurance that is the same as that offered employees represented for collective bargaining by the Detroit Federation of Teachers. Improvements in benefits offered to employees represented for collective bargaining by the Detroit Federation of Teachers will be provided to members of this bargaining unit. Disputes with respect to this provision are subject to the grievance procedure including final and binding arbitration.

ARTICLE 24. LAYOFFS

Definition:

A layoff is a reduction in the work force which exceeds reductions caused by voluntary resignation or retirement. Employees may be laid off by the Employer to meet the needs of the District. A layoff may be directed for the purpose of reducing the work force in the event of economic necessity, reduction of enrollment or termination of program.

In the event that a layoff is necessary the work force shall be reduced based on best ability to perform available work and work performance within the job classification as determined in the Employer's discretion following the Employer's review of job description, resume, performance evaluation, and discipline. The following layoff procedure shall apply:

Layoff Procedure

A. Notification

At any given time, the employer may determine that the workforce shall be reduced.

1. The employer shall notify the Union of its decision at least 28 days prior to any workforce reduction being imposed and shall provide the Union with a projected organizational chart showing jobs which potentially remain following the imposition of a workforce reduction.
2. The employer shall identify each person who is subject to involuntary separation at least 28 days prior to any workforce reduction being imposed.
3. Persons shall be notified that they are subject to layoff in any convenient written form.

B. Remaining Jobs Announcement

1. The organizational chart may be accompanied by job descriptions for any new positions which will be created following the workforce reduction. The job description shall contain the information required by Article 10.a.
2. The organization chart and any job descriptions shall be promptly posted on the District's website.

C. Job Claims

1. Any person who is identified for involuntary separation due to workforce reduction may apply for any position in the bargaining unit, including those positions identified as new provided that the person meets the requirements of this section and as specified in the job description.
2. Individuals identified for involuntary separation shall submit job claims within 14 days of the date the Union is given the organizational chart and 14 days from placement of any job postings on the District's website.

D. Each person who claims a job shall:

1. identify specifically the job they claim.
2. provide a current resume showing the person's education, training and experience.
3. provide copies of job evaluations for the three years previous.

E. Eligibility

1. A person may claim a position in the bargaining unit if:
 - a. Within the previous twenty-four months of the job posting the person has previously held the position or performed work which is substantially the same as that required of the position they seek.
 - b. The person holds the credentials required for the position and has relevant education, training, and experience, and skills as expressed in the job posting and;
 - c. The incumbent has less bargaining unit seniority than the person claiming the job.
2. A person may not claim an occupied job if the incumbent has greater bargaining unit seniority than the person claiming the position.
3. A person may not claim an occupied job if the position carries a greater compensation level than that which the person held except that a Program Supervisor may bump a Supervisor.

F. In extraordinary circumstances the employer may elect to appoint or retain a junior employee in a position in place of a senior employee seeking to replace the junior employee, if

1. The junior employee has relevant experience, education or training that meets the requirements of the position and/or the junior employee possess a specific qualification, experience or credential, as determined by the Employer that, in the Employer's discretion, makes the junior employee uniquely qualified for the position.
2. When seniority is disregarded pursuant to this Section, the employer shall provide the union with specific and verifiable reasons for its decision.
3. The employer's decision may be challenged through the grievance procedure. In that event the Employer shall have the burden of proving that the junior employee was uniquely qualified for the position.

G. Displaced Incumbents:

A person holding a job who is displaced by a senior employee shall be treated as involuntarily separated and has the rights provided by this section to displace another junior employee provided that the person meets the restrictions created by this section.

H. Recall from Layoff

1. A person shall be maintained on the recall list for twenty-four months following their last date of employment. Thereafter, their right to recall expires.
2. Persons shall be considered for recall to work based upon seniority held as of their last date of employment with the most senior person being considered first, provided that the person satisfies the requirements of Section "E" Eligibility above.
3. Upon creation of a new position or when a position becomes vacant the employer shall review the recall list to determine if a person on the list is entitled to be recalled.
4. A person who has been involuntary separated as the result of a reduction in force shall be recalled to work in the event that:
 - a. A position is vacant which, within the previous twenty-four months the person had previously held or the person performed work which is substantially the same as that required of the position they seek and subject the same conditions and requirements as set forth herein, specifically, Section "E" Eligibility.
 - b. The person holds the credentials required for the position and has relevant education, training and experience and subject to the same conditions and requirements as set forth herein, specifically, Section "e" Eligibility.
5. Notice of recall shall be sent by electronic mail or USPS to the last known address as shown on the Employer's records. The recall shall state the time and date on which the employee is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his or her current mailing address. A recalled bargaining unit member shall be given at least five working days' notice to report to work.

6. Recall shall be based on the same criteria as layoff and no new employee will be employed to fill a vacant position if an employee is available from the layoff list with the ability to perform the work of the positions as defined by this Article. Refusal or failure to accept recall for a position for which the employee on layoff is qualified, within the time frame provided herein, shall terminate all right to recall and the Employer may fill the position.

ARTICLE 25. BENEFIT CONTINUATION

- a. Employees who are laid off with an effective date after June 1st shall continue to receive health benefits through August 31st of that calendar year provided the person has elected to be paid over 26 pay periods and the person's premium share required by 2011 PA 152 will be deducted from pay or the employee pays his/her premium share by July 10th.
- b. Employees who are laid off with an effective date prior to June 1st shall continue to receive health benefits until the end of the month in which the layoff is effective.
- c. Employees who resign or retire shall continue to receive benefits until the end of the month in which the resignation occurs.
- d. Employees who retire shall receive insurance benefits until the day preceding the effective date of retirement, layoff, resignation or retirement occurs.
- e. For employees on approved leaves of absences shall receive benefits until the day preceding the effective date of the leave of absence.

ARTICLE 26. VACATION

- a. Employees working 12 months are eligible for vacation with pay as described in this provision.
- b. The Employer encourages all bargaining unit members to utilize their vacation days throughout the school year in accordance with the provisions of this Article. If an employee forecast that he/she may not be able take necessary vacation days than he/she may request a meeting with a supervisor to discuss how days may be utilized.
- c. On July 1 of each year, each employee shall be awarded 31 days which shall be used for mandatory vacation and non-mandatory vacation.
- d. The following nineteen (19) days are mandatory vacation days:

Thanksgiving Break (District Calendar)
Holiday Break (District Calendar)
Winter Break (District Calendar)
Spring Break (District Calendar)

- e. Any exception to mandatory vacation must be approved in advance and in writing by the Superintendent. The grant of such exceptions will be limited to employees whose duties relate to essential core functions. Any employee granted an exception will receive the equivalent amount of time as "flex time." All "flex time" must be used by the end of the fiscal year or it is forfeited.
- f. Vacation leave requests will be granted based on the needs of the department. All vacation leave requests will be subject to the approval of management. The supervisor may deny a vacation leave request for a valid reason. The denial shall be provided in writing to the employee within five (5) business days.
- g. Effective the 2019-2020 fiscal year and after, employees may choose to reserve a maximum of twelve (12) days each year to a maximum of 25 days in the bank. Accrued vacation may be used as provided by this article.
- h. Upon separation from employment, employees who do not use their vacation allotment shall be paid additional payroll of 100 percent of their daily rate of pay for each accrued day that they do not use to a maximum of 25 days. Payments shall be made as soon as practicable following separation.

ARTICLE 27. SICK LEAVE

- A. On July 1 of each year, employees shall be awarded twelve (12) sick leave days per year; five (5) of which may be used for personal business/emergency.
- B. When an employee's sick leave bank has reached the current allowable maximum, as set forth in this Agreement, there shall be established a "Catastrophe Bank" into which all days over the maximum shall be placed. When an employee has used all days accumulated in his/her sick bank for an illness/disability extending more than six months, he/she may then draw from the "Catastrophe Bank" to the extent he/she has made contribution to said bank. (The Employer may require medical evidence of the illness/disability.) Administrators/Supervisors will be provided an annual update on the number of days in their catastrophe bank.
- C. The sick leave bank of administrators assigned to schools shall not be charged for necessary absences of up to five (5) days resulting from the following childhood

diseases: chicken pox, measles, mumps, diarrhea, whooping cough, impetigo, pink eye (conjunctivitis). The statement of a licensed physician shall be required as proof of the cause of such absence.

- D. An employee not able to return to work following five (5) consecutive days of absence for personal illness, may at the District's discretion, have a medical examination by the District's designated physician.
1. The district shall pay for the examination. The medical examination shall be restricted to the employee's stated reason(s) for the illness absence.
 2. The decision of the Employee Health Services in this article is binding except that if an employee is not satisfied with the decision of the District's Employee Health Services, as to his/her ability or inability to work, the employee must appeal the decision of the Employee Health Services within three (3) business days from the receipt of the medical report under the following conditions:
 - a) A person who disputes a decision regarding his or her right to sick leave, assault pay or other benefits granted by this article will notify the Employee Health Services of the dispute and explain the reasons why the person believes they are entitled to benefits.
 - b) The Employee Health Services will notify the employee person and the Union if the Office continues to disagree with the person.
 - c) The Employee, Union and the Employee Health Services will jointly select a physician or other expert licensed to practice in the State of Michigan, to resolve the dispute.
 - d) The fees of the expert will be divided equally between the Employee Health Services and the person requesting the review.
 - e) The person will cooperate fully with any examination(s) required by the expert. The failure of the person to cooperate will be a basis for denial of the person's request for benefits.
 - f) The expert will furnish the Union and the Employee Health Services a report as promptly as circumstances permit, but no later than twenty (20) business days from the date the examiner has received sufficient information to make a decision providing the expert's opinion regarding the person's right to benefits under this article.

- g) The decision of the expert is binding on the Employee Health Services (and, thereby the District and the General Superintendent), the person making the request for benefits, and the Union.
- E. After five consecutive workdays of sick leave, an employee must furnish a statement from his/her physician on a form provided by the District, in order to secure his/her next paycheck.
- F. Sick leave or leave under the Family Medical Leave Act may be used in hourly increments.

ARTICLE 28. SALARY

- a. Each person employed in the bargaining unit as of the date of ratification shall receive a 4% increase in their wage effective the date of ratification by the last party;
- b. Each person employed in the bargaining unit on July 1, 2022 shall receive a 3.5% increase in their wage;
- c. Each person employed in the bargaining unit on the date of ratification shall receive a COVID-19 mitigation stipend of \$2,000 in December 2021;
- d. Each person employed in the bargaining unit on day of payout shall receive a COVID-19 mitigation stipend of \$2,000 in December 2022;
- e. Each person employed in the unit upon ratification shall receive upon Board approval a wage enhancement retention incentive of \$1,000.00. A retention incentive shall be paid as soon as practicably possible after Board approval through a separate pay advice.
- f. The wage rates that are adjusted pursuant to this agreement shall be applied to each job title in the bargaining unit;
- g. The compensation adjustments required here are cumulative and all are required but payment may be aggregated for convenience.

ARTICLE 29. LONGEVITY

OSAS unit members who, as of June 30, 2021 and June 30, 2022, have more than 20 years of service in any full-time job position(s) with the District (and its predecessor the Detroit Public Schools) shall receive a longevity supplement in the amount of \$1,500. The District shall pay this longevity supplement in the last paycheck of the school year in 2021-2022 and in the last paycheck in 2022-2023 in a separate pay advice.

ARTICLE 30. INSURING SAFE WORKING ENVIRONMENT

In the event an employee is faced with a work situation where he/she is confronted by a person who is threatening the employee shall immediately and temporarily remove himself/herself from the situation and immediately contact his/her supervisor for direction. If the employee does not believe that his/her supervisor's direction reasonably addresses the threat, then the employee shall contact the Union to report the incident. The Union shall contact the Office of Labor Relations to report the incident.

ARTICLE 31. NON-DEGREED EMPLOYEES

Individuals hired and assigned into bargaining unit positions shall possess the credentials appropriate for the position to which they are assigned as determined by the District. Persons hired without such credentials shall be required to enroll in an appropriate institution to complete a course of study leading to the required credential. Individuals shall notify the employer and the union on enrollment and shall provide evidence of a plan of work leading to achievement of the credential. No employee may take more than five years following initial hire to complete their course of study.

ARTICLE 32. EMPLOYEES DESIGNATED AS ACTING

- a. No individual may be designated as "acting" or "temporary" for more than 180 calendar days. Upon expiration of that period the individual shall be displaced with a permanent employee or shall be designated as a permanent employee. The person may not be replaced with another "acting" or "temporary" employee. This section shall not apply to a person designated as acting or temporary to replace an employee whose position is vacant because the incumbent employee is on a time-limited leave of absence.
- b. Persons designated as "acting" or "temporary" for more than 28 calendar days shall be paid the minimum salary/wage of the classification/new position to which they are assigned. Any request for such wage/salary adjustment must be made within 30 working days of the individual first assuming the duties of the absent bargaining unit member.
- c. An employee is considered "acting" if they have been assigned to a position, but the appointment has not been presented to and approved by the board of education.
- d. A person who fails to perform satisfactorily in the acting position, may be removed.

ARTICLE 33. NON-RENEWALS

The parties acknowledge that non-renewal of a bargaining unit member's employment contract may be subject to applicable law, and in particular Section 1229 of the Revised School Code, MCL 380.1229. Where applicable, the district shall comply with that provision of the law.

ARTICLE 34. ONBOARDING

The District agrees to include in its Benefits-At-A-Glance contact information for the Organization of School Administrators and Supervisors, which will also include a link to the OSAS website. The Benefits-At-A-Glance shall be provided to all new hires. Should the benefits-at-a-glance documents no longer be used, the contact information will be provided to all employees through the new hire onboarding information.

ARTICLE 30. DURATION

This agreement shall become effective on the date of ratification by the last party ratifying. It shall remain in effect until June 30, 2023.

This tentative agreement is contingent upon the ratification by the bargaining unit members, the Board of Education, and the approval of the Financial Review Commission.

For the Union:

For the District:

Deborah Louis-Ake, President
Juan Patino, Vice President

Andre Poplar, Executive Director, Labor Relations
Luis Solano, Deputy Superintendent

December 16, 2020

December 16, 2020

Nikolai P. Vitti, Ed.D., General Superintendent

Letter of Agreement
Between
The Detroit Public Schools Community District ("DISTRICT")
and
The Organization of School Administrators and Supervisors ("OSAS")

2019-2020 SPRING BREAK AND GOOD FRIDAY HOLIDAY COMPENSATORY TIME

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

WHEREAS, the parties agree that a viable and enriching curriculum must be immediately developed to allow all District students to continue to engage in learning and enrichment opportunities during the mandatory school closure,

WHEREAS, the parties are committed to making the mandated school closure educationally productive for District students by incorporating the new curriculum into online learning opportunities and into printed instructional materials that will more effectively facilitate at-home learning,

WHEREAS, April 6 - 10, 2020 is Spring Break and April 10, 2020 is the observed Good Friday Holiday on the 2019-2020 School Calendar,

WHEREAS, the development of the new curriculum is a high priority project that has been expedited by the District,

WHEREAS, the parties agree that time is of the essence, and District will require certain Organization of School Administrators and Supervisors (OSAS) unit members to work on the new curriculum during the 2020 Spring Break and on the 2020 Good Friday Holiday,

WHEREAS, any OSAS unit members required to work during the 2020 Spring Break and/or on the Good Friday Holiday, shall receive, in addition to their regular hourly wage/salary, one (1) hour of compensatory time for every hour worked,

WHEREAS, all compensatory days awarded to OSAS unit members, as a result of work during Spring Break and on Good Friday, may be used at any time during the remainder of the 2019-2020 school year,

WHEREAS, the parties agree that if any OSAS unit member awarded compensatory days under the terms of this Letter of Agreement (LOA) is unable to use the awarded days during the remainder of the 2019-2020 school year, then the unit member will be allowed to carry those compensatory hours over for use in the 2020-2021 school year,

WHEREAS, the validity, interpretation, and performance of this LOA shall be governed in all respects by the laws of the State of Michigan.

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

FOR THE UNION:

Deborah Louis-Ake, President

Date: 4/30/2020

FOR THE DISTRICT:

Andre L. Poplar, Executive Director

Date: 4-30-2020

APPROVED: Nikolai P. Vitti, Ed.D., General Superintendent

Letter of Agreement
Between
The Detroit Public Schools Community District ("DISTRICT")
and
The Organization of School Administrators and Supervisors ("OSAS")

2020-2021 REOPENING OF SCHOOLS

WHEREAS, the parties recognize the need to reopen schools and implement District learning programs in conformity with COVID-19 guidelines issued by the Centers for Disease Control and Prevention, the Michigan Department of Health and Human Services, the Michigan Department of Education, the Michigan Safe Start Plan, the Michigan Safe Schools Plan, and Governor Whitmer's Executive Orders 2020-142, 2020-145, 2020-147, and 2020-160,

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 2020-2021 academic year:

1. Bargaining unit members will perform their work duties in person within their assigned school building/work location and individual school building shall report to the assigned school building/worksites at the beginning of the 2020-2021 school year.
2. Bargaining unit members who are assigned to work in an individual school building will continue to perform their duties in person within that school building provided that the building complies with the following safety protocols:
 - a. Classrooms and other seating areas will be configured so that people (students and staff) will be at least six (6) feet apart in direct instruction settings with no more than twenty (20) students per class.
 - b. To the greatest extent possible and with the least disruption, principals will balance the number of students per grade level necessary to adhere to the District's social distancing standards.
 - c. If a bargaining unit member reasonably concludes that a classroom is not in compliance with these provisions or with general health and safety requirements regarding room configuration or class size, she/he shall notify the principal who shall immediately remedy the non-compliance.
 - d. No member of the bargaining unit shall be required to perform professional services in a room which does not meet these standards.
3. Bargaining unit members who are assigned to work at a school building may be transferred to other buildings pursuant to Article 8 of the collective bargaining agreement. A transfer may not be arbitrary or retaliatory. No person transferred shall suffer any economic disadvantage as the result of the transfer.

4. To the extent possible, Deans shall work within their customary area of professional responsibility. However, if bargaining unit work is not fully available for Deans and other school-based administrators, alternative work will be offered. The alternative work assigned shall be professional in nature and not inconsistent with the job responsibilities of a Dean.
5. School-based unit members will be assigned to learning centers to provide oversight and support, provided the learning center meets the protocols described in paragraph 2 above.
6. Deans assigned to learning centers shall work with principals to coordinate times to complete the job duties associated with their status in a Dean job classification.
7. The Employer commits to engaging a cadre of substitute employees who will be assigned to staff learning centers.
8. Deans hours of work shall be consistent with Article 7 (Hours of Work) of the collective bargaining agreement and working conditions shall be consistent with those outlined in the collective bargaining agreement.
9. Non-School based unit members may request the option of telecommuting as outlined in District Policy and Administrative Guidelines. In cases when the request is denied, the Supervisor shall provide a rationale for the denial.
10. Only School-Based, DPSCD-PD, and FACE unit members in the following classifications: Principal Accountants, Deans of Culture, Directors, Program Associates I and II, and Program Supervisors, and Supervisor at Turning Point (see attached bonus eligibility list) who perform their job duties face-to-face for the 2020-21 academic year shall receive \$750.00 hazard pay for each marking period that they complete through June 30, 2021. Payments shall be made through a separate pay advice no later than two weeks after completion of the marking period. Eligible unit members who are hired after the execution of this LOA shall be entitled to the bonus payment.
11. Bargaining unit members shall be provided Personal Protection Equipment. Each building shall be provided with Personal Protection Equipment to include:
 - a. Disposable face masks
 - b. Disposable latex gloves
 - c. Hand sanitizer
 - d. Goggles
 - e. Face shields
 - f. Protective gowns, as needed
 - g. Shoe coverings, as needed
12. Unit members shall adhere to COVID-19 safety requirements and other protocols.
13. Unit members who experience difficulties related to COVID-19 are encouraged to apply for leave provisions afforded through the Emergency Paid Sick Leave Act, the Emergency Family and Medical Leave Expansion Act, both part of the Families First Coronavirus Response Act, and/or Americans with Disabilities Act.

14. Unit members that contract a confirmed case of coronavirus at a District worksite arising out of and in the course of employment during phases one (1) through (4) of the District's reopening, shall be entitled to paid sick-leave until the unit member is able to return to work, and cannot perform work related duties and responsibilities face-to-face or online. Medical clearance will consist of a note from his or her treating physician.
15. The District and Union shall work collaboratively and schedule a Special Conference to survey and discuss any possible working condition issues at the warehouse.
16. Unit members shall adhere to COVID-19 safety requirements and other protocols as may be mutually approved from time to time. A joint labor-management committee shall meet no less frequently than once per pay period to review existing protocols and make necessary changes or adjustments.
17. The parties will meet, as needed to resolve issues arising from Covid-19 related safety in the schools or other issues related to this agreement.
18. Disputes regarding the application or interpretation of the agreement shall be resolved pursuant to the grievance procedure of the parties' collective bargaining agreement.
19. This LOA shall remain in effect for the first nine (9) weeks of the first semester (through November 11, 2020) and shall be re-evaluated every 9 weeks thereafter, wherein if changes are needed, the parties will collectively bargain in good faith.
20. This LOA shall expire on June 30, 2021.
21. The validity, interpretation, and performance of this LOA shall be governed in all respects by the laws of the State of Michigan.

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

FOR THE UNION:

Deborah Louis-Ake, President
Juan F. Patino, Vice President

Date: September 8, 2020

FOR THE DISTRICT:

Luis B. Solano, Deputy Superintendent

Date: 9/8/20

APPROVED: Nikolai P. Vitti, Ed.D., General Superintendent 9/8/20

Letter of Agreement
Between
The Detroit Public Schools Community District ("DISTRICT")
and
The Organization of School Administrators and Supervisors ("OSAS")

2020-2021 FALL CANVASSING CAMPAIGN

WHEREAS, the Detroit Public Schools Community District (District) and OSAS (Union) agree that the 2020-2021 Fall Canvassing Campaign will be implemented to facilitate retaining and increasing student enrollment and addressing other issues related to online learning.

WHEREAS, the parties recognize this agreement is necessitated by the negative impacts of the Covid-19 pandemic on the District, its student enrollment, and on online learning.

THEREFORE, the District and the Union agree that the 2020-2021 Fall Canvassing Program shall be established pursuant to the terms and conditions as set forth below:

- A. OSAS unit members employed in the Family and Community Engagement (FACE) Unit who conduct door to door home visits during the full (Campaign) workday and during their regular working hours on any of the following 14 days shall receive a daily bonus of \$200 (which shall be in addition to the unit member's regular daily wages):
1. Wednesday, October 21, 2020
 2. Thursday, October 22, 2020
 3. Friday, October 23, 2020
 4. Saturday, October 24, 2020
 5. Monday, October 26, 2020
 6. Tuesday October 27, 2020
 7. Wednesday, October 28, 2020
 8. Thursday, October 29, 2020
 9. Friday, October 30, 2020
 10. Monday, November 2, 2020
 11. Tuesday November 3, 2020
 12. Wednesday, November 4, 2020
 13. Thursday November 5, 2020
 14. Friday November 6, 2020
- B. The parties recognize that door to door canvassing is an essential job function for OSAS unit members employed in FACE, and that the daily bonus shall only be paid to eligible OSAS FACE unit members on the specified days in section A of this LOA.
- C. OSAS Unit Members assigned to the FACE unit who are not present for any reason except, reassignment by the Assistant Superintendent will not qualify for the bonus under this LOA.

- D. The District shall coordinate with the DPSCD Police Department to ensure that adequate police are available in the area where Canvassing Program activities occur.
- E. If an emergency arises during canvassing activities, the Assistant Superintendent for FACE or her designee shall immediately notify the DPSCD Police Patrol Unit assisting canvassers of the emergency.
- F. This LOA shall expire on November 6, 2020 and will not have precedential effect.
- G. OSAS Unit members earning a bonus under the terms of this LOA shall be paid a one-time bonus payment on or before Thanksgiving for the total amount of days worked in the Canvassing Program.

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

FOR THE UNION:
Deborah Louis-Ake, President

FOR THE DISTRICT:
Luis B. Solano, Deputy Superintendent
Andre Poplar, Executive Director

Date: October 21, 2020

Date: October 21, 2020

APPROVED: Nikolai P. Vitti, Ed.D., General Superintendent

Letter of Agreement
Between
The Detroit Public Schools Community District ("DISTRICT")
and
The Organization of School Administrators and Supervisors ("OSAS")

2020-2021 WINTER CANVASSING CAMPAIGN

WHEREAS, the Detroit Public Schools Community District (District) and OSAS (Union) agree that the 2020-2021 Winter Canvassing Campaign will be implemented to facilitate retaining and increasing student enrollment and addressing other issues related to online learning.

WHEREAS, the parties recognize this agreement is necessitated by the negative impacts of the Covid-19 pandemic on the District, its student enrollment, and on online learning.

THEREFORE, the District and the Union agree that the 2020-2021 Winter Canvassing Campaign shall be established pursuant to the terms and conditions as set forth below:

- A. OSAS unit members employed in the Office of Family and Community Engagement (FACE) who engage in door-to-door home visits during the period of January 15, 2020 and January 30, 2020 for the full-workday and during regular working hours shall receive a daily bonus of \$200 (which shall be in addition to unit members' regular daily wages).
- B. The parties recognize that door to door canvassing is an essential job function for OSAS unit members employed in FACE, and that the daily bonus shall only be paid to eligible OSAS-FACE unit members on the specified days in section A of this LOA.
- C. OSAS Unit Members employed in the FACE unit who are not present for any reason will not qualify for the bonus under this LOA.
- D. The District shall coordinate with the DPSCD Police Department to ensure that adequate police are available in the area where Canvassing Program activities occur.
- E. If an emergency arises during canvassing activities, the Assistant Superintendent for FACE or her designee shall immediately notify the DPSCD Police Patrol Unit assisting canvassers of the emergency.
- F. This LOA shall expire on February 1, 2021 and will not have precedential effect.
- G. OSAS Unit members earning a bonus under the terms of this LOA shall be paid a one-time bonus payment as soon as practically possible for the total amount of days worked in the Winter Canvassing Program.

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

FOR THE UNION:

Deborah Louis-Ake, President

Date: January 14, 2021

FOR THE DISTRICT:

Luis B. Solano, Deputy Superintendent

Date: January 14, 2021

APPROVED: Nikolai P. Vitti, Ed.D., General Superintendent

Letter of Agreement
Between
The Detroit Public Schools Community District ("DISTRICT")
and
The Organization of School Administrators and Supervisors ("OSAS")

2020-2021 REOPENING OF SCHOOLS IN-PERSON STUDENT SUPPORT SUPPLEMENT

WHEREAS, the parties recognize the need for schools to remain open and implement District learning programs in conformity with COVID-19 guidelines issued by the Centers for Disease Control and Prevention, the Michigan Department of Health and Human Services and the Michigan Department of Education.

WHEREAS, there is a surging need to increase in-person learning opportunities for PreK-12 students across the District which continues to escalate, 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 parents/guardians have expressed a strong desire for their children to receive increased in-person learning opportunities and/or supports,

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 2020-2021 academic year:

1. Pursuant to the 2020-21 Reopening of Schools Agreement which shall remain in full force and effect, select OSAS bargaining unit members who perform their job duties face-to-face 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. Deans shall continue to provide face-to-face student and teacher supports as well as online support as assigned by their principal or her/his administrative designee(s) within their assigned school building which may include, but is not limited to oversight and/or assisting with learning centers, supporting small group or one-on-one learning assignments, and assisting with student safety and mobility as directed by the Principal.
3. Deans who continue to provide instructional supports, within their assigned school buildings in an in-person or online learning modality, or both, as directed by the principal and/or her/his designee, shall receive both the \$750 hazard pay bonus and the \$500.00 In-Person Support Supplement for the fourth (4th) quarter marking period (total of \$1,250.00). 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 In-Person Student Support Supplement referenced above shall be paid on a prorated basis.

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

FOR THE UNION:

Deborah Louis-Ake, President

Date: April 12, 2021

FOR THE DISTRICT:

Luis B. Solano, Deputy Superintendent

APPROVED: Nikolai P. Vitti, Ed.D., General Superintendent

Letter of Agreement
Between
The Detroit Public Schools Community District ("DISTRICT")
and
The Organization of School Administrators and Supervisors ("OSAS")

2020-2021 DISTRICT'S COVID VACCINATION

WHEREAS, providing the COVID-19 vaccine, at no cost to District employees and contractors is a critical component of the District's strategy to fully reopen District schools,

WHEREAS, the District has and will continue to actively encourage District employees to be vaccinated on paid time off from work,

WHEREAS, as a part of the District's layered and comprehensive strategy to encourage and support COVID-19 vaccination of all District employees, the District shall provide a one-time financial incentive to encourage employees to receive the COVID-19 vaccine,

THEREFORE, by their signatures below, the Parties' representatives agree to the terms and conditions as set forth below:

1. Unit members may schedule their COVID-19 vaccination(s) during the regular workday, provided that scheduled appointment date(s) and time(s) are shared with the worksite supervisor in advance. Requests for COVID-19 vaccination(s) submitted to work site supervisors shall be accompanied by supporting vaccine administration appointment documentation.
2. Unit members shall receive sixteen (16) sick leave hours of paid release time for the administration of the full COVID-19 vaccine regimen and to provide additional sick leave, as needed, for symptoms related to COVID-19 vaccine side effects, such as: fatigue, fever, headaches, chills and nausea.
3. OSAS bargaining unit members who provide COVID-19 vaccination records shall receive a one-time bonus of \$500.00 through a separate pay advice. The one-time COVID-19 vaccine incentive payment shall be made after verification and processing of submitted vaccination records. Payment will be provided to unit members no later than thirty (30) days after proof of administration of COVID-19 vaccine regimen is received, validated and processed by the Office of Human Resources.
4. The validity, interpretation, and performance of this LOA shall be governed in all respects by applicable Federal and state laws, regulations, court rulings and shall have no precedential effect. This agreement shall expire on June 30, 2021.

THEREFORE, by the representatives' signatures below, the parties agree to the terms (to be incorporated into the CBA) as outlined above.

FOR THE UNION:
Deborah Louis-Ake, President

FOR THE DISTRICT:
Luis B. Solano, Deputy Superintendent

Date: April 13, 2021

APPROVED: Nikolai P. Vitti, Ed.D., General Superintendent

Letter of Agreement
Between
The Detroit Public Schools Community District ("DISTRICT")
and
The Organization of School Administrators and Supervisors ("OSAS")

2021 SUMMER SCHOOL PROGRAM

WHEREAS, a need exists to increase voluntary in-person, summer opportunities for K- 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, there is a competing need for voluntary, in-person summer programming that mix academics with recreational and in-person socialization activities that spur academic, social and emotional recovery for students,

WHEREAS, the District and the Union share the common goal of supporting voluntary in- person, student learning opportunities during the summer for the purpose of academic enrichment and fun physical activities,

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 in-person, voluntary 2021 Summer School Program:

1. Summer school educational programs shall begin Monday, July 12, 2021 through Friday, August 6, 2021.
2. Summer learning activities will occur Monday through Thursday of each week.
3. The hours of work for the 2021 Summer School Program shall be 8:00 a.m. to 1:00 p.m.
4. Bargaining unit members shall be hired to support the voluntary 2021 Summer School Program.
5. Summer School Program Directors and PM Directors who voluntarily elect to work in person, in support of the District's 2021 summer school program shall serve in an in-person modality and shall be paid the hourly summer rate of \$45.00.
6. In addition, bargaining unit members shall receive a hazard pay supplement in the amount of \$500.00 for their full participation in the voluntary 2021 Summer School Program up to the last day of the program. This hazard payment will be made on August 24, 2021.

7. Bargaining unit members who apply and are hired to work the voluntary 2021 Summer School Program must be available to work in-person the entire 2021 Summer School Program. Any bargaining unit member who is absent for more than three (3) days will be released from their summer assignment and shall not be entitled to any further unearned summer school compensation.
8. Bargaining unit members shall maintain continuity of services during unanticipated closure periods. Compensation shall remain the same during such work periods provided that the bargaining unit member continues to perform work directed by the principal and/or her/his designee.
9. The District's layered mitigation strategy shall remain adherent to current safety commitments, including:
 - a) Universal and correct use of masks required;
 - b) Physical distancing (6ft for student seating);
 - 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) OSAS 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.
10. Despite the District's compliance with ventilation system recommendations, to provide the 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@detroitk12.org.
11. Beyond required "return to work" testing, the District will continue to implement a weekly COVID-19 testing monitoring program during the voluntary 2021 Summer School Program. OSAS unit member participation in the District's monitoring program shall be free of cost to all OSAS unit members. Weekly student testing shall be ongoing and occur at schools until the end of the voluntary 2021 Summer School Program.
12. If a bargaining unit member is sent home from a face-to-face summer school assignment by the District to self-quarantine due to potential COVID-19 exposure and is asymptomatic, the member shall be required to provide support remotely to ensure continuity of services.
13. The parties will also meet, as needed, to discuss and resolve issues arising from COVID-19 related safety in schools. COVID19-related issues that arise during this summer school program will be discussed and negotiated separately through a LOA with the mutual intent to improve COVID-19 related safety in the voluntary 2021 Summer School Program.

14. Upon request from the OSAS, representatives from the OSAS and District shall conduct joint school walkthroughs to ensure compliance with the health and safety requirements indicated in the District's Reopening Plan. The health and safety requirements shall be maintained through the voluntary 2021 Summer School Program.
15. The validity, interpretation, and performance of this LOA shall be governed in all respects by the laws of the State of Michigan.
16. This letter of agreement shall expire at the conclusion of the voluntary 2021 Summer School Program.
17. 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:

Deborah Louis-Ake, President
Juan F. Patino, Vice President

Date: August 5, 2021

FOR THE DISTRICT:

Luis B. Solano, Deputy Superintendent
Gwendolyn L. Anderson, Senior Director

Date: August 8, 2021

APPROVED: Nikolai P. Vitti, Ed.D., General Superintendent

2023-2024
AMENDMENTS

**The Detroit Public Schools Community District
and
The Organization of School Administrators and Supervisors
Tentative Agreement (Package)
2023-2024**

TERMS:

1. **Term:** A collective bargaining agreement of one-year duration effective July 1, 2023, and expiring June 30, 2024.
2. **Compensation:** There shall be a 5% increase for all bargaining unit members. The increase will be applied to the bottom and top range in the pay scale.
3. **Compensation:** The minimum salary for a Dean shall be \$70,000.00. The new bottom of the salary range of a Dean will be \$70,000.00 on the wage scale.
4. **December Retention Bonus:** All employees who are in the OSAS bargaining unit as of the date of ratification and employed as of the last payroll in December will be eligible to receive a \$2,000.00 December Retention Bonus to be paid through a separate pay advice in the last payroll in the month of December 2023.
5. **Wage Enhancement Retention Incentive:** Bargaining unit members working in a OSAS bargaining unit position as of March 1, 2023, shall receive a one-time One Thousand Five Hundred Dollars (\$1,500) wage enhancement retention incentive paid on a separate pay advice the last paycheck in June 2024. To receive this supplement, employees must complete the 2023/24 school year in good standing.
6. **Web Content Manager:** A bargaining unit member who is assigned to maintain the school or department's web page shall be provided an annual stipend of \$1,000 payable in a separate pay advice the last paycheck in June, with the understanding that there shall be only one bargaining unit member eligible to receive such stipend per school/Department, and that such payment shall be pro-rated in the event the bargaining unit member performs such duties for less than a full school year.
7. **Vacation Carryover (Modify Article 26.g.):** Effective the 2023-24 fiscal year and after, employees may choose to carryover a maximum of fifteen (15) days each year to a maximum of 25 days in the bank. Accrued vacation may be used as provided by this article.
8. **Performance Improvement Plan:** Employees who are struggling to meet the expectations for their role may receive more structured support from their managers through the form of a Performance Improvement Plan (PIP). A PIP will include the manager's assessment of performance, expectations that must be met to rectify the performance concerns, a timeline for improvement and monitoring of progress as well as stated assistance to be provided by employer. Performance Improvement Plans will be documented as part of the annual employee evaluation process.
9. **Employee Assault:** For purposes of this Agreement, "Assault" shall be defined as a physical assault or an attempt at physical assault on a member of the bargaining unit. Members who are the victims of such occurrences as robbery or assault, while in school or engaging in school related activities, assignments, or duties regardless of the time or place shall have released time with pay for required court appearances related to the assault.

10. **New Employee Orientation:** The Employer will indicate that new hires are included in the Union's bargaining unit and set forth a link to the Union's own website on the electronic communication site to which new hires are directed to complete the hiring process with the Employer.
11. **Discipline Records:** An employee may request removal of an official reprimand that has been in the personnel file for a three (3) year period provided no other official reprimands or other discipline have been received during this period. The reprimand will be removed with the concurrence of Human Resources.
12. **Respectful Working Environment:** The following behaviors are inconsistent with a respectful working environment and are impermissible: (a) verbal abuse, which includes, but is not limited to, obscene, threatening, humiliating, or intimidating language; and (b) non-verbal abuse, which includes acts that are threatening, humiliating or intimidating. Individual, group, or school-wide meetings shall not be utilized to threaten, humiliate, or intimidate bargaining unit members. Employees shall suffer no retaliation for reporting incidents of concern.

The Office of Equity, Advocacy, and Civil Rights shall investigate bargaining unit member allegations of harassment, intimidation, retaliation, and discrimination that create unlawful, undignified or disrespectful working environments or conditions. Substantiated claims shall be reported to the Superintendent or his/her appropriate designee(s) for corrective action, as needed.

If the Office of Equity, Advocacy, and Civil Rights does not resolve the issue(s) presented, the Union may bring such concerns, reports, or suspected violations to a Special Conference with the Office of Labor Relations who shall promptly report their findings to the Union.

If the allegation(s) remain unresolved, the Union may request a meeting (request through the Office of Labor Relations) with the Chief of Schools or designee and/or the Superintendent's designee(s) within thirty (30) calendar days following the Special Conference. The Superintendent's designee(s) findings and actions to address the unit member claims shall be reported promptly to the Union.

Remedies and corrective actions of confirmed allegations may include, and shall not be limited to, appropriate counseling, reversing adverse actions, directing the training of an employee regarding proper professional conduct toward all employees and vendors, discipline and debarment to the extent permitted by law and/or other corrective actions.

Nothing shall prevent a bargaining unit employee from electing to pursue a legal or statutory remedy.

13. The parties agree to the following Donation of Days Program for Catastrophic Illness/Accident:

A OSAS bargaining unit member may voluntarily donate sick leave days to another bargaining unit member who has expended his/her accumulated days in the case of catastrophic illness or accident. These days may be used to assist an employee who has expended his/her days and is unable to work as a result of personal injury or illness that is extraordinary, in that it is in the nature of a catastrophic or life-threatening matter. These days may not be used for non-catastrophic medical conditions, such as hip or knee replacement surgeries, recovery from a broken arm or leg, giving birth or recovering from giving birth, etc. The employee requesting days must supply a doctor's verification of the catastrophic injury or illness. The Human Resources Leave Management Office shall make the determination as to whether the employee's medical condition qualifies under this Donation of Days Program, whose decision

shall be final. The maximum number of days an employee shall be eligible to receive under this Donation of Days Program is One Hundred (100) days.

17. The parties commit to continuing discussion on the following OSAS proposals during negotiations for a successor agreement on the following OSAS Proposals: (1) Advanced degree increases salary with job related degree other than an administrative degree (2) Wage Determination requests (3) Wage Increase review within every 5-year period (4) Reduction in the difference in pay ranges of all positions in OSAS (5) Separate pay scale for ESE staff (6) Unit Placement. Challenging any position which is excluded from the bargaining unit if the union has evidence that the work performed is historical unit work or has a community of interest with that in the bargaining unit (7) Movement in salary. OSAS members who have successfully completed 10 years of service with effective/highly effective ratings shall be moved to top of the wage scale for their position.

The District reserves the right to modify/change, add to or subtract from foregoing proposals. The contract provisions not modified shall continue in the successor agreement.

For the Union:


Juan T. Patino (Oct 5, 2023 14:06 EDT)

Signature

For the District:


Luis Solano (Oct 5, 2023 19:58 EDT)

Signature


Carl F Hankins (Oct 5, 2023 19:15 EDT)

Signature



Signature

Approved: _____


Nikolai P. Vitti, Ed.D., General Superintendent