

**Letter of Agreement
between
Detroit Public Schools Community District (“District”)
and
Organization of School Administrators and Supervisors (“Union”)**

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. COVID-19-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
Deborah Louis-Ake (Aug 5, 2021 20:28 EDT)

Signature

Juan Flores
Juan Flores (Aug 5, 2021 21:08 EDT)

Signature

Aug 5, 2021

Date

For the District:

Luis Solano
Luis Solano (Aug 8, 2021 20:39 EDT)

Signature

Gwendolyn Anderson
Gwendolyn Anderson (Aug 8, 2021 18:37 EDT)

Signature

Aug 8, 2021

Date

Approved:

Nikolai P. Vitti, Ed.D, General Superintendent