

**Letter of Agreement
between
Detroit Public Schools Community District ("District")
and
Organization of School Administrators and Supervisors
2020-21 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 OSAS:


Deborah Louiș-Ake (Sep 8, 2020 15:19 EDT)

Signature

Sep 8, 2020

Date

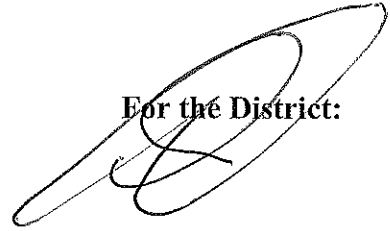

Juan F. Patiño (Sep 8, 2020 16:11 EDT)

Signature

Sep 8, 2020

Date

For the District:



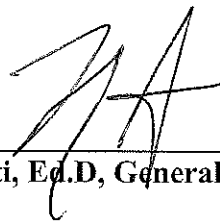
Signature

9/8/20
Date

Signature

Date

Approved

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