



Oakland Schools & Oakland Technical Center Education Association

MASTER AGREEMENT 2019-2020

 **Oakland
Schools**
Learning today.
Transforming tomorrow.

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TABLE OF CONTENTS

	<u>Page</u>
Purpose	1
Article 1, Recognition	1
Article 2, Employee Evaluations	2
Article 3, Professional Negotiations	2
Article 4, Continuity of Operations	3
Article 5, Assignments	3
Article 6, Vacancies and Transfers	4
Article 7, Protection of Employees	6
Article 8, Yearly Work Schedule	8
Article 9, Hourly Employee Holidays/Vacations	9
Article 10, Teaching Load	12
Article 11, Working Conditions	12
Article 12, Work Schedule	13
Article 13, Paid Leaves	18
Article 14, Unpaid Leaves	20
Article 15, Sabbatical	22
Article 16, Grievance Procedure	23
Article 17, Rights of the Association	26
Article 18, Contract Maintenance Committee	27
Article 19, Agency Shop	28
Article 20, Board Rights and Responsibilities	28

Article 21, Seniority	29
Article 22, Miscellaneous	30
Article 23, Layoff and Recall	31
Article 24, Shared-Time and Part-Time Employment	33
Article 25, Distance Learning	34
Article 26, Insurance	34
Article 27, New or Changed Jobs	37
Article 28, Compensation	38
Article 29, Mentors	41
Article 30, Duration of Agreement	42
Appendix A, Teacher Salaries	43
Appendix B, Instructional Technicians	45
Appendix B-1, Custodians/Maintenance	45
Appendix B-2, Office Assistants	46
Appendix C, Disclaimer Form	47
Appendix D, Grievance Form	48
Appendix E, Oakland Schools Teaching Mentoring Program	49
Appendix F, Letter of Understanding	50
Letter of Understanding "A"	51
Letter of Understanding "B"	52
Letter of Understanding "C"	53
Appendix D & E -Oakland Opportunity Academy.....	54

Letter of Understanding “F” Seniority.....58

Letter of Understanding “G” Vacation Requests.....60

AGREEMENT

PURPOSE

The purpose of this Agreement is to help us meet the challenges of rapidly changing environment in public education. It is a reality that Oakland Schools must now compete for students in order to survive and prosper. That requires us continually to improve education outcomes for the students, parents and community members who are our partners and our customers. It requires us to foster collegial work relations to support teamwork, innovation and customer service. This Agreement is our attempt to describe plainly the things we must accomplish together and the improved professional work relations we must have in order to accomplish them.

ARTICLE I - RECOGNITION

- 1.1 The Oakland Schools Board of Education hereinafter noted as the "Board" recognizes the Oakland Technical Center Education Association/MEA-NEA (OTCEA), hereinafter noted as "Association," as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of Michigan, 1965, for all employees in the bargaining unit, set forth in 1.2 below, for purposes of collective bargaining in respect to wages, hours and other terms and conditions of employment, as defined in Act 379 of the Public Code of Michigan, 1965.
- 1.2 Bargaining unit members means all full-time and regular part-time teachers (including Counselors and Student Support Specialist), instructional technicians, office assistants, Receptionist, and custodial/ maintenance employees employed by Oakland Schools at the four Technical Centers currently located in Clarkston, Pontiac, Royal Oak and Walled Lake, but excluding Deans, Campus Operations Supervisors, administrators and supervisors, as defined by law, and all other employees.
- 1.3 The term "teacher" when used herein shall mean salaried personnel employed by the Board in Section 1.2 of this Article who hold valid Michigan Secondary Certificates or their equivalent (e.g., endorsement, authorization or licensure) in accordance with Michigan Department of Education Regulations, under a contract and compensated under Schedule A.
- 1.4 The term "Board" or "Oakland Schools" when used herein, shall refer to the Board of Oakland Schools, its designees, representatives or agents, including Oakland School administrators and supervisors.
- 1.5 The term "Employee," when used herein, shall mean members of the bargaining unit. All reference to male employees shall include female employees and all masculine pronouns shall include both male and female.
- 1.6 Membership in any professional trade organizations shall not be considered as a condition of employment.

ARTICLE 2 - EMPLOYEE EVALUATIONS

This article is only applicable to employees whose employment is not regulated by the Teacher Tenure Act (MCL 38.71 to 38.191); it does not apply to employees whose employment is regulated by the Teacher Tenure Act.

- 2.1 Employees shall be formally evaluated by their Dean, Associate Dean, or other administrative personnel designated by the Superintendent. Administration will meet with new probationary teachers and non-probationary teachers scheduled for evaluation that school year to explain the evaluation process prior to a formal evaluation.
- 2.2 A conference with the employee being formally evaluated will take place within ten (10) school days following completion of the evaluation. An employee shall have the right to read his/her evaluation and discuss it with his/her evaluator before the evaluation is placed in his/her file. After reading and discussing the evaluation, the employee shall sign the evaluation indicating that it has been read and a copy received. The signature of the employee does not necessarily imply agreement with the evaluation.
- 2.3 Non-teacher seniority employees will be evaluated yearly. It shall be Oakland School's practice to evaluate non-teacher probationary employees prior to the expiration of their probationary period (see Article 16.16).
- 2.4 Although the contents of an evaluation are not subject to the grievance procedure, in the event an employee disagrees with a written evaluation, he/she shall have the option of having his/her own comments attached to the evaluation. Said comments must be submitted to the Personnel Office within thirty (30) days from the time the employee receives the evaluation. The employee may also request a meeting with the Dean/Supervisor and the Executive Director of Student Services to review the evaluation. The employee shall be entitled to have his/her building representative or the Association President present at such meeting. The Board also agrees that evaluations shall not be used as reprimand or discipline.
- 2.5 The evaluation process and possible changes in the evaluation instrument will be reviewed with the Contract Maintenance Committee.

ARTICLE 3 - PROFESSIONAL NEGOTIATIONS

- 3.1 It is recognized that matters of mutual concern to the parties may arise during the life of this Agreement. The parties may mutually agree to cooperatively consider an attempt to resolve such matters. Any amendment to this Agreement that is agreed upon must be placed in writing and executed by both parties. Any such amendment is subject to ratification by the Board and the Association prior to implementation.

- 3.2 Not later than ninety (90) days prior to the expiration of this Agreement, upon written request, the Board agrees to negotiate with the Association over a successor agreement.
- 3.3 For the duration of this Agreement the Board agrees not to negotiate with any labor organization other than the Association for the employees covered by this Agreement.

ARTICLE 4 - CONTINUITY OF OPERATIONS

- 4.1 Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations.
- 4.2 The Association agrees that during the term of this Agreement it shall not direct, instigate, participate in, encourage, or support any strike against the Board by any employee or group of employees, nor shall any member of the bargaining unit instigate, participate, encourage or support any strike against the Board.
- 4.3 A strike shall be defined to mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment.
- 4.4 In the event of any violation of this Article, the Association will post notices immediately at any or all schools affected, advising that such strike is unlawful, in violation of this Agreement and unauthorized by the Association. The Association shall advise employees to return forthwith to their regular duties. The Association shall further take any and all other action, reasonably within its power, to bring the strike to an end. If the Association takes the foregoing steps and has not acted in violation of this Article, it shall not be liable in any way for such strike.
- 4.5 Violation of this Article by any employee or group of employees may also result in the imposition of discipline, up to and including discharge, as determined by the Board.

ARTICLE 5 – ASSIGNMENTS

With the exception of Section 5.5, this article is only applicable to employees whose employment is not regulated by the Teacher Tenure Act (MCL 38.71 to 38.191); it does not apply to employees whose employment is regulated by the Teacher Tenure Act.

- 5.1 The Board shall employ teachers who possess proper state endorsement, authorization, license or other Department of Education approval. Any vocational education teacher who is annually authorized and working toward a teaching degree at a sponsoring institution shall not be replaced by a degreed/authorized teacher unless required by law and/or the Michigan Department of Education.

- 5.2 Oakland Schools shall continue to make reasonable efforts to provide qualified substitutes. Except in extenuating circumstances, an IT will not be required to substitute outside their assigned program area more than three (3) times per semester. In the event that an instructional technician substitutes for an absent teacher, the instructional technician's wages will be adjusted in accordance with Article 28.4.
- 5.3 No teacher shall be required to substitute for another teacher except in an emergency. Failure of a substitute to arrive on schedule, the inability of Oakland Schools to secure a substitute or when an unanticipated absence occurs during the workday, are all examples of an emergency. Teachers will be asked to substitute in an emergency. In the event no one agrees to substitute, teachers will be assigned on an equitable basis.
- 5.4 Extra-pay assignments shall be as set forth in Appendix A.
- 5.5 In the event the District assigns Instructional Technicians to summer school assignments, the following shall apply. Preference for summer school assignments (which are voluntary), shall be given first to the instructional technician who successfully taught the program the previous summer and then to the instructional technician assigned to the class at the campus operating the class. If no such instructional technician takes the position, the assignment will be offered to qualified instructional technicians from other campuses. Under normal circumstances, notice of summer school programs to instructional technicians shall be given by April 1st. Except for this Section 5.5 and rates of pay set forth in Appendix A.A-4, summer school assignments shall not otherwise be covered by this Agreement.

ARTICLE 6 - VACANCIES AND TRANSFERS

This article is only applicable to employees whose employment is not regulated by the Teacher Tenure Act (MCL 38.71 to 38.191); it does not apply to employees whose employment is regulated by the Teacher Tenure Act.

6.1 Definitions.

A "transfer" is a change from one campus to another, within the same program in the case of teachers, or from one campus to another within the same classification for all other employees.

A "vacancy" shall be defined as a position within the bargaining unit arising by virtue of a newly-created position, death, retirement or resignation which the Oakland Schools desires to fill either through reassignment (i.e., voluntary or involuntary transfer), application from a current employee, or new hire.

- 6.2 A vacancy shall be publicized by giving written notice to the Association and posting the notice at each campus for a minimum of ten (10) school days, provided teacher vacancies arising after August 1st for the coming school year (except for newly-created programs) may be filled by administration without having to have been posted. The posting will contain the

position to be filled, the work location, the length of the work year (i.e., 52 weeks, the school year, etc.) and a summary of the qualifications required. The posting will be limited to two (2) pages in length, will make reference to the fact that the written job description for the position contains a more complete description of the position, and that the job description is available upon request.

- 6.3 Less than 52-week employees who wish to receive notice of vacancies arising after the end of the school year, but prior to the start of the next school year, shall notify the Human Resource Department in writing by June 1st of each school year.
- 6.4 Employees meeting the qualifications for the position who submit a written application within the time provided shall receive consideration with other applicants and those employees who have voluntary transfer requests on file. Oakland Schools agrees to give due weight to professional background and attainment, competency, qualifications, seniority and other relevant factors. In the event these factors are determined to be equal by Oakland Schools, preference will be given to the most senior employee over a new hire. The decision of the Assistant Superintendent shall be final, however. Each applicant shall be notified of the decision of Oakland Schools within five (5) workdays of the filling of the position.
- 6.5 If an employee desires to move to a position at a different campus within his/her classification, or into a different classification, the employee shall notify the Assistant Superintendent of Human Resources in writing, and also follow the Oakland Schools application process for the desired position. The employee shall set forth the reasons for the requested move and his/her qualification as part of the application process. It is agreed that the employee and outside applicants may be interviewed for a position. It is agreed that employee applicants meeting minimum qualifications with a request on file will be offered an interview first before outside applicants are interviewed (with the understanding that the District will have the benefit of information from the interviews with both employee and outside applicants before making a decision on a position vacancy). If an employee who is interviewed is not chosen for a position, upon request the District will give the employee the reason why another applicant was chosen for the position. Such requests shall be renewed once each year to assure active consideration.
- 6.6 In the event an employee is involuntarily transferred from one campus to another, the employee will be notified, with reasons for the transfer, and be given the opportunity to discuss the transfer with his/her Dean or the Dean's designee. Under normal circumstances, an employee being involuntarily transferred on other than a temporary basis will be given at least two (2) weeks advance notice. Employees transferred on a temporary basis will be eligible for mileage reimbursement under applicable Oakland Schools Mileage Policy. Involuntary transfers shall not be made for arbitrary reasons.
- 6.7 An employee involuntarily transferred as a result of a program reduction/closing shall have preference to return to the first vacancy arising in his/her former position within three years from the date of the involuntary transfer.

ARTICLE 7 - PROTECTION OF EMPLOYEES

Sections 7.3, 7.5, 7.6, 7.7, 7.11 and 7.18 shall only be applicable to employees whose employment is not regulated by the Teacher Tenure Act (MCL 38.71 TO 38.191); they shall not apply to employees whose employment is regulated by the Teacher Tenure Act.

- 7.1 Oakland Schools recognizes its responsibility to give reasonable administrative support and assistance to employees with respect to the maintenance of control and discipline at the campuses.
- 7.2 Employees recognize their responsibility to give reasonable support and assistance to administration.
- 7.3 No employee shall be disciplined or discharged without just cause, provided, however, notwithstanding this provision, the discharge of a probationary employee by Oakland Schools shall not be deemed a violation of the collective bargaining agreement nor the basis of a grievance. The Board's decision to discharge a probationary employee shall be fully effective whether or not an interview is requested or takes place.
- 7.4 Upon request, an employee will be entitled to have present a representative of the Association when the employee reasonably believes that a meeting with representatives of Oakland Schools may lead to disciplinary action. When the employee requests Association representation, administration shall delay action until an Association representative is present.
- 7.5 Whenever a supervisor conducts a hearing concerning alleged deficiencies in professional performance, the employee will be entitled to an Association representative. Oakland Schools shall inform the employee of this right. If a written record of the alleged deficiencies is to be made and inserted in the employee's personnel file, a copy of the written record will be sent to the employee at the time it is placed in his/her personnel file.
- 7.6 In the event an employee is suspended or discharged, a copy of the suspension/discharge notice will be sent to the Association President. Any grievance involving an employee suspension or discharge shall be filed at Step Three of the Grievance Procedure within fifteen (15) workdays of the date of the suspension/discharge.
- 7.7 Employees will not be required to transport students.
- 7.8 Any case of an assault upon an employee arising out of and in the cause of his/her employment shall be promptly reported to the Dean or his/her designee who shall in turn report it to the Superintendent or his/her designee. If requested, Oakland Schools shall provide legal counsel to advise the employee of his/her rights and shall render reasonable assistance in connection with the handling of the incident by law enforcement and judicial authorities.

In the event of damage to the employee's personal property as a result of said assault, Oakland Schools will reimburse the employee for such damage not covered by insurance, up to three hundred (\$300) dollars.

If the employee is absent from work as a result of the personal injury caused by an assault arising out of and in the course of his/her employment, the employee will be paid his base salary (less the amount of a workers' compensation or other insurance benefit paid for disability due to said injury) and employee-provided health insurance for the period of such absence not to exceed ten (10) months, and no part of such absence will be charged to the employee's annual or accumulated sick leave. Seniority shall accrue.

- 7.9 Each employee shall have the right, upon written request, to review the contents of his/her personnel file. A representative of the Association may, at the employee's request, accompany the employee in this review. An employee may request a copy of documents in his/her personnel file.
- 7.10 Complaints directed against an employee which, in the Supervisor's judgment, reflect on the competency or conduct of an employee and are determined to be serious or recurring, will be brought to the attention of the employee on a timely basis. The complaint will be discussed with the employee before any disciplinary action is taken.
- 7.11 The Human Resource Department will promptly notify an employee when there is a Freedom of Information Act Request from a third party to obtain copies of material in the employee's personnel file. The identity of the person or organization requesting this information will be shared with the employee. Oakland Schools will provide an opportunity for the employee (and the Association President, if requested by the employee) to review that portion of the FOIA request relative to the employee and the documents in the employee's file that relate to the request.
- 7.12 All employees shall exhibit the highest standards of professionalism and respect to subordinates and peers alike.
- 7.13 All student teachers shall be under the supervision of a tenure teacher. Teachers may voluntarily accept the assignment of a student teacher. If possible, an interview shall occur between the teacher and the student teacher prior to the assignment. Any remuneration received from the sponsoring college or university shall be designated for use of the respective campus program.
- 7.14 The Oakland Schools Code of Student Conduct will be distributed annually to each teacher with a copy on file in the Dean's office. A copy will also be forwarded to the administration of the sending districts.
- 7.15 A teacher may send a pupil from his/her class to the office of an administrator when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the pupil in the classroom intolerable. Such exclusion must be in accordance with applicable law and Board policy. In such case, the

teacher will furnish the Dean or his/her designee with a verbal explanation, as promptly as his/her teaching obligations allow, and in any event by the end of the day, will furnish a detailed written report of the incident particulars. The Dean or his/her designee, after reviewing the situation, shall inform the teacher of the action taken

- 7.16 Oakland Schools provides liability insurance in excess of \$1 million dollars for employees acting within the scope of their duties, subject to the terms and conditions set forth in said policy.
- 7.17 Surveillance equipment may be utilized in order to protect the health, welfare and property of the District, its employees, students, visitors and the public. Surveillance equipment will not be used for evaluation purposes. An employee being disciplined as a result of the use of surveillance equipment shall have the right to grieve whether the use of the surveillance equipment was justified under the circumstances. In the event the grievance is upheld, the Employer shall not be entitled to rely upon the evidence obtained from the surveillance.

ARTICLE 8 - YEARLY WORK SCHEDULE

- 8.1 There shall be a common calendar for all of the campuses. Subject to the provisions and applicability of Public Act 101 of 2007, the calendar shall include 183-1/2 student days, and 188 teacher days (192 for new teachers) for each school year.
- 8.2 In the event there is a change in what constitutes or is counted as pupil instruction time, or in the event the pupil instruction time needs to be lengthened or the number of days increased for sending Districts to receive full state aid results in the need to increase the work day/work year, the matter will be referred to the Contract Maintenance Committee. If additional time is necessary, it will be confined to the campus in question.
- 8.3 Teachers shall be required to attend professional development/in-service days scheduled by Oakland Schools as part of their work year as defined in 8.1 above. Oakland Schools will continue to involve employees in the planning and implementation of professional development/in-service.
- 8.4 Professional activities will be required for the two advisories. One advisory shall be planned by Oakland Schools and one planned by the Program. Instructional Technicians will be paid \$30.00/hr and Teachers \$35.00/hr for attending Advisory meetings. In addition, in order to address the need for curriculum night, open house, parent/teacher conferences, or the like, twelve (12) hours of after-school time shall be arranged by staff and administration to fulfill the needs of their campus and stakeholders, guided by the principle of working toward common school improvement goals with the strategies that meet campus needs. It is understood that up to five nights may be assigned for other activities listed above, provided that a majority of teachers at a particular campus approves of the five nights. If additional professional activities are required outside of the normal workday, they will be voluntary and be compensated for at the hourly rate set forth in Appendix A-5.

- 8.5 In the event a campus is closed for students due to inclement weather or other emergency causes, and if such days must be made up to comply with applicable law or Department of Education regulations, the Board will meet to advise the Association of the necessary number of make-up days which shall be added to the school calendar.
- 8.6 The decision to close a campus shall be made by Oakland Schools.
- 8.7 When a campus is closed due to inclement weather, Instructional Technicians will not suffer any loss of pay in the event the missed day of instruction is not made up. If a campus is closed due to other emergencies, the Instructional Technician may be reassigned to another building, if there is no work available, the Instructional Technician shall not be compensated.
- 8.8 When a campus is closed due to inclement weather or other emergency, Custodians/Maintenance employees are expected to report to work as soon as possible. All Custodians may be required to report on a day shift schedule. Those who do report when school is closed due to inclement weather shall be paid time and one-half for all hours worked on said shift. Custodial/Maintenance employees will receive double time for district designated snow days. In the event the Custodian/Maintenance employees cannot report to work, said employee shall have the option of applying earned vacation or personal time to avoid loss of pay.
- 8.9 When a campus is closed due to inclement weather, office assistants shall not be required to report and shall suffer no loss of pay in accordance with Oakland School's policy. When a campus is closed due to other emergencies, office assistants are expected to report to work. In the event the office assistant cannot, said employee shall have the option of applying earned vacation or personal time to avoid loss of pay. Office assistants will be paid if they are sent home because of a power failure.

For the purposes of applying this provision with respect to inclement weather situations, all staff who are regularly assigned to more than one building (excluding custodians/maintenance) shall notify their supervisors as to what days they shall be working at the campuses, and if the campus to which they were going on a particular day was closed due to inclement weather, then the inclement weather provisions above shall be applicable to that particular staff member on that particular day.

ARTICLE 9 - HOURLY EMPLOYEE HOLIDAYS/VACATIONS

9.1 HOLIDAYS

A 52-week non-teaching employee who has successfully completed the probationary period, after completion of 90 calendar days of employment, will receive base pay for the following holidays:

New Year's Day
Martin Luther King Day
Memorial Day

Labor Day
Thanksgiving Day
Day after Thanksgiving

Good Friday
Monday after Easter
Fourth of July

Christmas Eve
Christmas Day
New Year's Eve

providing, the employee was otherwise scheduled to work on the day the holiday fell and the employee works the last scheduled day prior to such holiday and the next scheduled day after such holiday, unless on an approved vacation leave, jury duty, funeral leave or as set forth in Section 9.3 below.

In addition to the above, Oakland Schools shall designate two to four other days as paid holidays for 52-week Office Assistants each fiscal year.

In the event that any of the holidays listed in this article falls on a scheduled student instruction day, employees shall work that day as a normal workday, and the holiday shall instead be observed on another day adjoining a weekend to be determined by the District after consultation with the Association.

52 week nonteaching staff will receive one floating holiday for the 2019-2020 school year. The floating holiday will be observed on December 23, 2019.

- 9.2 An instructional technician and any other less than 52-week non-teaching employee, after completion of 90 calendar days of employment, will receive base pay for the following designated holidays, provided he/she meets the same eligibility requirements provided in 9.1. The designated holidays are:

Labor Day
Martin Luther King Day
Thanksgiving Day
Christmas Day
New Year's Day
Memorial Day
July 4th

- 9.3 Eligible employees who have gone on approved paid leave under 13.1 or workers' compensation leave within fourteen (14) days immediately preceding the holiday shall receive holiday pay.
- 9.4 If a holiday, listed in 9.1 and 9.2 above, falls on Sunday, the following Monday will be a holiday if school is not in session. If Monday is already a holiday, then Friday immediately prior to the holiday will be a holiday, providing school is not in session. If a holiday falls on Saturday, the Friday immediately prior to the holiday shall be a holiday, providing school is not in session. If Friday is already a holiday, then the following Monday shall be a holiday if school is not in session.

- 9.5 If an hourly employee were to work on a holiday because school is in session, he/she shall be given a day off in lieu of the holiday on a day mutually-agreed upon by the employee and the immediate supervisor.
- 9.6 Base pay shall be defined as the employee's hourly rate times the number of hours the employee is normally scheduled to work on the day in question.
- 9.7 In the event it is necessary to have an employee work on a holiday, the employer shall offer the opportunity to work by classification and campus, in seniority order. Employees who work on a holiday shall be paid double time for all hours worked, in addition to holiday pay, provided, if an afternoon shift starts on a holiday and continues into the holiday, the work on the holiday will continue to be paid as if it is a non-holiday. In the event that no employee volunteers, the least senior employee in the classification and campus who is qualified to do the work may be required to work, provided at least one week's notice is given, except in an emergency where such notice is not possible and provided the employee does not have compelling reasons for being unable to work. Employees who are assigned to work on a holiday and fail to report shall not receive holiday pay.

9.8 VACATIONS

A 52-week full-time, non-teaching employee will earn vacation as follows:

- i. 10 days for the 1st and 2nd year
 - ii. 15 days for the 3rd year
 - iii. 20 days for the 4th year and thereafter
 - iv. 30 days annual maximum accumulation
- b. Less than Fifty-Two Week Employee (excluding instructional technicians) - A less than 52-week non-teaching employee shall accrue pro-rata vacation based on the number of full weeks employed as compared to 52 weeks.
- c. An employee shall accrue, but not earn or use, vacation during his/her probationary period. At the completion of his/her probationary period, accrued vacation will be credited to the employee's vacation bank.
- d. No employee may accumulate more than thirty (30) days of earned vacation. In the event Oakland Schools is required to cancel a scheduled vacation, the thirty (30) day maximum will be waived or the employee will be paid for the vacation days over said maximum. A scheduled vacation will only be cancelled for compelling operational reasons.
- e. Vacation days at each campus shall be scheduled by the employer based on classification and seniority. In order to determine employee preference, employees may turn in a written vacation preference sheet to the Dean or designee for approval. Employees may be restricted from taking vacations when school is in session.

- f. If conflicts in scheduling arise within a classification in a campus, preference will be given to the employee with the most classification seniority in the campus.
- 9.9 Employees who terminate employment voluntarily or involuntarily, including retirement and/or layoff, shall be paid at their base hourly rate for all unused, earned vacation time, provided an employee who terminates without at least two (2) weeks advance written notice shall forfeit all earned, unused vacation. In the case of death of the employee, all earned, unused vacation time will be paid to the employee's estate.
- 9.10 Pay for vacation days shall be at the employee's hourly rate, times the average number of hours the employee is normally scheduled to work.
- 9.11 52 week union employees may elect to purchase up to 10 days vacation time in accordance with Administrative Rule 5885.

ARTICLE 10 - TEACHING LOAD

The Board and the Association recognize that one of the factors related to the quality of classroom instruction is the number of pupils in a classroom. The Dean and the members of the program shall work cooperatively to resolve issues regarding balancing class loads with consideration given to State guidelines.

ARTICLE 11 - WORKING CONDITIONS

- 11.1 Teachers will have reasonable access to word processing equipment, computers and duplicating equipment for preparation of instructional material.
- 11.2 The Board and Association recognize that money is handled for classes, clubs and other school activities. To assure proper business practices are used, a policy for handling money will be developed by Oakland Schools and reviewed with the Contract Maintenance Committee. No money shall be collected from students without the knowledge and approval of the Campus Dean.
- 11.3 When textbooks have been approved for a course, desk copies and teacher manuals shall be made available for the use of the teacher teaching the course. The Board shall strive to timely provide instructional and reference materials required to meet standards established for each program.
- 11.4 The preparation of written instructional plans demonstrably connected to strategic learning objectives, and designed to inspire achievement of learning benchmarks, is a professional responsibility of individual teachers. Teachers are expected to maintain both long-range (semester or year) and short-range (daily/weekly) plans. Instructional plans are recognized as a valuable tool for professional development, counseling and classroom delivery. The lesson

plans should therefore be of sufficient detail and clarity to enable continuity of the learning program if a substitute teacher is required.

- 11.5 Oakland Schools will provide lunchroom and lavatory facilities for use of employees separate from those to be used by students.
- 11.6 Oakland Schools will explore providing a communication system in each building that enables the staff to communicate between the classroom and the school office. Telephones shall be provided in each building for professional use by employees in connection with school business.
- 11.7 Locked storage space will be provided within each classroom or building where personal property may be kept, it being understood that the Board reserves the right to inspect the contents of such locked storage area.
- 11.8 The parties recognize that a clean and safe environment is conducive to the learning process. Employees shall promptly report any unsafe or hazardous conditions to the Dean/immediate supervisor. The staff agree that their presence and visibility during the student day is an essential component of a safe and well-managed environment and agree to be in the halls before, after, and between classes, as directed by the Dean.
- 11.9 The Board shall provide safety equipment and protective clothing it deems necessary to comply with applicable State and Federal regulations. Employees shall be responsible for utilizing such protective clothing and equipment and for the care and maintenance of such equipment and clothing.
- 11.10 The Board and Association recognize that teams of employees working in a supportive, team-oriented environment are desirable. The parties agree to commit to good faith efforts to create such environments, including programs and functional teams in every building. In June of each year, the District will conduct an electronic survey of its certified staff and instructional technicians in each program, seeking input into the content of professional development and program meetings for the following school year. At the final program meeting in May, the program will provide input into the content of the upcoming survey. At the commencement of the following school year, the District will forward the results of this survey to the respective program and the Association.

ARTICLE 12 - WORK SCHEDULE

- 12.1 The normal school day for teachers shall be 7 hours and 40 minutes, including lunch. The day shall include a 60-minute block of universal time each normal school day. Teachers and Instructional Technician's will work the optional universal time every 1st and 3rd Friday (18 Fridays). On all other Fridays, the universal time shall be optional and teachers are free to leave at the start of the universal time. Upon recommendation of the Dean and with approval of the Director of Career Focused Education, universal time may be banked and taken up to three (3) hour blocks at the end of the workday on designated Tuesdays.

- 12.2 Universal time shall be devoted to campus and/or District wide-type activities such as curriculum, team planning, event planning, committee meetings, staff meetings, research and the like. Exceptions shall be approved by the Executive Director of Student Services.
- 12.3 Teachers will be scheduled for fifty (50) minutes planning, preparing and conference time, divided into not more than two segments during the normal day. Planning time shall be used for professional activities and is subject to the total school program.
- 12.4 The lunch period for teachers shall be a duty-free thirty (30) minutes.
- 12.5 Teachers may be required to teach up to 330 minutes of student instruction per day (see Section 8.1), if such time is necessary in order for the sending District to receive full state aid. In the event additional instructional time is added, it will only be added to the affected campus and it will not result in an increase in the normal school day nor will the time be taken from the planning, preparing, conference time in 12.3 (although it may, however, be taken from universal time in 12.1).
- 12.6 The normal workday for instructional technicians will be 7 hours per day, exclusive of a 30-minute unpaid lunch period. The normal work year shall be the teacher work year unless otherwise specified by Oakland Schools. Instructional technicians may work a longer year, if requested by the Dean, and approved by the Superintendent. If a longer work year is needed for instructional technicians, the instructional technicians will be notified of the longer year prior to June 1st for a longer work year in the next school year. An instructional technician may leave at the same time teachers leave on Fridays, provided that the instructional technician has reported for duty twelve (12) minutes early on each day in that week, or unless another start time has been agreed upon between Oakland Schools and the employee.

Instructional technicians shall have the option to elect between receiving compensation for 12 hours of after school district sponsored events OR may elect to receive compensation days for attendance at 12 hours of after school district sponsored school events. **Elections shall be made in writing to the Campus Dean by August 31st of each school year.**

1. Compensation

- a. Instructional technicians shall receive \$30.00 per hour up to 12 hours for attendance at the following: parent orientation/curriculum night, open house, signing day, parent teacher conferences.
- b. If an Instructional Technician is hired after September 15, the instructional technician will be defaulted into receiving compensation for after school district sponsored school events.

2. Compensatory Day

- a. Instructional Technician shall receive a half day (1/2) compensation day on the Wednesday before Thanksgiving by attending district sponsored after school events including: parent/student orientation/curriculum night.
- b. Instructional Technicians shall receive a full day compensation day on the last scheduled work day on the OTCEA calendar by attending after school events including: parent teacher conferences, open house, and signing day. Instructional Technicians must attend all 9 hours to be eligible for the compensation day.
- c. The compensation dates to be mutually agreed upon based on the OTCEA calendar.

Instructional Technicians shall have the option of working during parent-teacher conferences, parent orientation, and open house, and shall be paid according to their hourly rate, consistent with Appendix B (paid via timesheet).

Instructional Technicians shall be paid \$30/hr for attendance at program meetings (paid via timesheet). Compensatory time is not allowed for attendance at program meetings. Attendance at program meetings remains mandatory.

- 12.7 The normal workday for regular, full-time office assistants and custodians shall be 8 hours, exclusive of an unpaid lunch period of 30 minutes, Monday through Friday, provided nothing herein shall constitute a guarantee of hours worked per day or days worked per week nor shall it be a limitation on Oakland's right to schedule work in excess of the normal workday or normal workweek or otherwise assign a reasonable amount of overtime. Summer hours for 52-week office assistants (i.e., 7 hours, exclusive of an unpaid lunch), shall be in effect from the first Monday following the end of the school year until the Monday preceding the first teacher workday at the start of the next school year.
- 12.8 In the event the Dean schedules an hourly employee to work more than forty (40) hours per week, the employee shall be compensated one and one-half (1-1/2) times his/her regular hourly rate. A custodian or office assistant shall be compensated two times his/her regular hourly rate for working on Sunday (provided when working a shift which starts on Saturday and continues into Sunday, the hours on Sunday shall be excluded from the double time requirement). Payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated at overtime rates under one (1) provision shall not be counted as hours worked in determining overtime under the same or any other provision.
- 12.9 Full-time custodian and office assistant employees will be scheduled for a fifteen (15) minute break during the first half of their eight (8) hour shift and a fifteen (15) minute break during the second half of their shift, subject to student needs. Maintenance/Custodial staff are prohibited from combining break/lunch periods unless with written approval.
- 12.10 Oakland Schools shall have the right to assign starting and quitting times for each employee and each shift, and to assign the time for lunch and rest periods. The work period shall be a continuous period of time unless a split shift is agreed-upon between Oakland Schools and an employee. This article does not apply to program meeting start/ending times.

12.11 In the event Oakland Schools decides to operate an additional session(s) for students beyond those currently in effect, the parties will meet to review the proposed schedule for such session(s). To the extent possible, the work schedule, including lunch period, length of normal school day, universal time, planning, preparation and conference time, instructional time, etc., shall be comparable to the work schedule in the regular sessions.

1. Oakland Schools will notify OTCEA in writing of extended day programs for each campus.
2. Extended day teaching assignments will be effective for the school year in question or semester, if it is only offered for one semester of the school year.
3. The staff member selected for the extended day teaching assignment may request to team-teach with another staff member(s). The request must be submitted in writing and approved by the Superintendent or his/her designee. The staff members will be paid equal shares of the \$130 per day as compensation.
4. Oakland Schools reserves the right to discontinue or cancel an extended day program if the class does not comply with established criteria for extended day classes.
5. In the event no qualified employee applies, Oakland Schools shall have the right to hire adjunct staff.

12.12 Custodians may request shift preferences for holiday breaks. Custodians may submit a request for shift preference ten (10) working days prior to the start of the holiday. The shift preferences will be considered by management provided at least two (2) custodians have agreed to work on the same shift, at the same campus.

12.13 During the fiscal year, professional development for teachers and instructional technicians will be consistent with law/state guidelines. The mutually agreed upon program meeting schedule shall be published within the first two weeks of each school year. Program meetings will be held from 3:15 p.m. to 6:15 p.m.

If a program meeting needs to be rescheduled, Oakland Schools will notify the Association and members as quickly as possible.

For attendance at mandatory program meetings, teachers will be paid \$35 per hour. Instructional Technicians will be paid \$30 per hour. Teachers/IT's must be present to receive compensation for their attendance at program meetings. Oakland Schools will not charge teacher's leave bank for excused or unexcused absences from attending.

The following guidelines are agreed upon excused absences for missing mandatory program meetings:

- Personal Illnesses

- Staff member is sick for entire school day
- Staff member receives approval for leave early during the regular work day due to illness.
- Medical and dental examinations or treatments
 - Staff member who utilize sick leave due to medical and dental examinations or treatments must be able to demonstrate their inability to schedule an appointment at any other time.
- Illness in the staff member's immediate family
 - Immediate family is generally defined as spouse, parent, and child.
- Approved Leave of Absence
 - Staff member must follow the appropriate processes to obtain an approved leave of absence
- Participation in a Degree Program
 - If a staff member is required to attend a class for the purpose of completing a related degree program to comply with requirements for annual authorization or certification. Written documentation must be presented to the dean and Human Resources that the class was not available on any other day besides Tuesday and be pre-approved by the Dean.

The following guidelines are agreed upon unexcused absences for missing mandatory program meetings:

- If an individual has an unexcused absence they will receive a letter from the dean notifying them of their unexcused absence, a copy of the letter will be provided to the Association. Additional unexcused absences will be subject to progressive discipline.
- In the event Oakland Schools decides to close a campus for emergency reasons, staff members are still expected to attend their regular schedule program meeting.

Individual professional development selected by the employee will be:

- Consistent with state guidelines for professional development of teachers.
- Submitted in writing and pre-approved by the campus Dean.
- If professional development takes places outside of the normal work schedule, the staff members will receive appropriate program meeting hourly compensation.
- If the professional development takes places within the normal work schedule, the staff member will not receive program meeting hourly compensation.
- Directly related to current job assignment.
- Completed during the period July 1st through June 30th of the current fiscal year.
- Documentation demonstrating participation and/or completion of professional development must be submitted to the campus Dean no later than 30 calendar days

upon completion or participation in the professional development activities. Documentation may include certification of completion, SCECHS certification, grade report, or the like.

ARTICLE 13 - PAID LEAVES

- 13.1 At the beginning of each school year, full-time teachers and instructional technicians will be credited with eleven (11) leave days. At the beginning of each fiscal year, full-time, 52-week employees will, after completion of 90 calendar days of employment, be credited with thirteen (13) leave days. Unused leave days shall accumulate without limit. Leaves of absence with pay chargeable against the employee's accumulated leave day allowance shall be granted annually for the following reasons:
- a. Personal illness of the employee.
 - b. Illness in the immediate family of the employee if it is necessary to attend to the needs of the individual who is ill.
 - c. Up to three (4) days per year shall be allowed for personal business as provided in 13.3.
 - d. Routine health examinations and dental appointments which might be scheduled during off-duty hours or vacation periods shall not be covered by this article.
- 13.2 Other less than 52-week employees will be credited with accumulated leave days on a pro-rata basis, after completion of 90 calendar days of employment.
- 13.3 No personal business days will be granted during the students' first day of school or during the last five (5) days of the school year, or the employee's first or last workday, the day preceding or following a recess period (i.e., holiday or vacation) or on a scheduled in-service day. Personal business time is time which may be used for personal business requiring absence from duty during regular working hours. Examples of valid types of personal business include a required court appearance, legal and professional business, temporary care of children at home, to be with family members in time of crisis and religious holidays. Personal business day requests can be denied if there are too many requests within the same classification and building on any given day. As a general rule, a maximum of 10% of a building's teachers and 10% of a building's instructional technicians can be granted personal business time on any instructional day. Requests for personal business must be turned in to the Dean at least five (5) days in advance, except when such timely notice is not possible.
- 13.4 In the event of the death of an employee's, spouse, children, parents, mother/father-in-law, brother, sister, grandparents, grand children, brother/sister-in-law or any person living in the same household, the employee will be given up to three (3) days funeral leave between the date of death and the day following the funeral. Up to two (2) additional funeral leave days, deducted from the employee's accumulated leave bank, may be granted, and in the event of a

death of a spouse or child, shall be granted without deduction from the employee's accumulated leave bank. If the employee has no accumulated leave, additional days granted shall be without pay.

- 13.5 An employee required by subpoena to appear in court to give testimony in any case connected with the employee's employment with Oakland Schools, will receive regular, straight-time rate of pay (exclusive of any premiums), provided such appearance is not brought about by an illegal and/or negligent action on the part of the teacher or by an action against the Board by the Association or employee.
- 13.6 An employee who is called to jury duty shall continue to receive his/her daily rate of pay for each day the employee is required to report for jury duty. There shall be no loss of accumulated leave days. In order to receive continued pay, the employee must turn in (and assign to Oakland Schools) jury duty fees (excluding travel allowance) paid by the court.
- 13.7 In the event of a questionable absence on the part of an employee(s), the employee shall, upon request, provide the Superintendent, or his/her designee, with written certification substantiating the need for such absence. Proof of illness may also be required for an absence due to illness/injury in excess of five (5) workdays.
- 13.8 Any employee who is absent because of an injury or illness compensable under the Michigan Workers' Compensation Act will receive the difference between the allowance under the Act and his/her regular base pay for a period of time that funds from his/her accumulated sick leave will provide (i.e., until he/she exhausts his/her accumulated sick leave). Said employee will have his/her applicable health, life, vision and dental insurance continued by Oakland Schools for a period of time equal to his/her seniority up to a maximum of four (4) months.
- 13.9 Administrative Supplemental Emergency Leave. Full-time employees with one (1) or more years of seniority may be eligible for Supplemental Emergency Leave under conditions established by Oakland Schools in the Administrative Supplemental Emergency Leave Guidelines. It is understood that the granting of Supplemental Emergency Leave is at the sole discretion of the Superintendent, or his/her designee, whose decision shall not be subject to the Grievance Procedure. Oakland Schools agrees to notify and discuss with the Association President any proposed changes of the Administrative Supplemental Emergency Leave Guidelines prior to implementation.
- 13.10 Employees may receive donated days once during a school year for a seriously ill/disabled employee. Prior to receiving donated days, he/she must have exhausted all sick leave days. Donated leave days may not exceed the number of days necessary for the employee to reach the short-term disability insurance eligibility date. Such donations are voluntary and will be deducted from the donating employee's total accumulation of sick days. No employee may donate more than a total of sixteen (16) hours per contract year to one individual. Cross-classification donations shall be permitted.

In order to receive donated sick days, an employee must notify the Association President (or designee) prior to exhausting his/her sick days. The Association will inform the membership

that such a request has been made, as well as provide members with the appropriate form to be completed and returned to the Association.

This program will be operated as a pilot program for the duration of the 2011-12 contract, unless not used and then its operation may be extended. Any decisions made as a result of this program's implementation are exempt from the grievance procedure.

ARTICLE 14 - UNPAID LEAVES

- 14.1 Application for leaves under this Article shall be in writing filed with the Superintendent of Schools. All discretionary leaves under this Article must be approved by the Superintendent. The decision of the Superintendent shall be final. The granting of any such leaves will not establish a precedent for other such requests for the same leave.
- 14.2 A leave of absence of up to two (2) years may be granted to any tenure teacher for the purpose of participating in exchange teaching programs in other states, territories or counties, foreign or military teaching programs. Upon return, the teacher shall be placed at the same position on the salary schedule as he/she would have had he/she taught at Oakland Schools during such period.
- 14.3 Military leaves shall be granted in accordance with state and federal law. The employee's return rights shall also be governed by state and federal law. Seniority shall accrue during this leave.
- 14.4 A leave of absence for one (1) school year or the term of office, whichever is longer, may be granted to an employee for the purpose of campaigning for, or serving in, an elected public office.
- 14.5 A personal leave of absence of up to one (1) year may be granted to any tenure teacher/seniority employee.
- 14.6 An unpaid leave of absence shall be granted to an employee for purposes of serving as an officer of the State or National Association. Seniority shall accrue during the leave. Upon return from such leave, the employee will be placed at the same position on the salary schedule as if the employee had worked in Oakland Schools.
- 14.7 A teacher or seniority non-teacher who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall, upon written application filed prior to the exhaustion of sick days, with periodic supporting medical documentation, be granted a health leave of absence for up to one (1) year. (See Article 26, Sections 26.5 and 26.6 for eligibility for short and long-term disability benefits.)
- 14.8 A leave of absence of up to one (1) year may be granted to any employee for the purpose of child care. Request for such leave shall be made at least thirty (30) days prior to the commencement date of the requested leave.

- 14.9 All leaves under this Article shall be without pay or benefits, and seniority shall not accrue during an unpaid leave of absence nor shall salary increments accrue unless otherwise provided under FMLA or elsewhere in this agreement. Subject to FMLA provisions, an employee on unpaid leave may elect to continue his/her group health insurance for up to one (1) year by prepaying quarterly the applicable premium for such insurance. Paid leave days shall not accrue during an unpaid leave, but unused paid leave time held at the start of the leave shall be restored upon return to work, except as otherwise provided for in this Article.
- 14.10 Intent of a teacher or instructional technician to return for the following school year from a leave under this Article shall be submitted in writing to the Superintendent of Schools by April 1st. Absent compelling extenuating circumstances, failure to submit a timely notice of intent to return within the time limit shall be deemed a resignation
- 14.11 Other seniority employees not subject to the Teacher Tenure Act who were granted a leave under this Article shall have a right to return to their previous position if they return within twelve (12) weeks following their last day of work. After twelve (12) weeks, they shall have return rights to their previous classification, pursuant to the provisions of Article 23.
- 14.12 An employee who meets the qualifications of the Family and Medical Leave Act may request a leave of up to twelve (12) weeks. All conditions of Oakland Schools FMLA Policy will apply. This leave may be requested for the following reasons:
- a. The birth or care of a child.
 - b. The adoption or foster care of a child.
 - c. The care of a spouse, son, daughter or parent, if such individual has a serious health condition.
 - d. A serious health condition of an employee which disables him/her from performing the functions of his/her position. Such a condition may be an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical facility, or requires continuing treatment by a health-care provider (M.D. or D.O.).
- 14.13 Leave granted pursuant to any section of this article shall count toward leave to which the employee may be entitled under the FMLA.
- An employee must first use all paid leave time (i.e., vacation, sick leave or other available time) for FMLA leaves under Paragraphs 14.12 (c) and (d) above. An employee must first use vacation and other available leave time, excluding sick leave, for FMLA leaves under Paragraphs 14.12 (a) and (b) above.
- 14.14 When an employee is on an approved leave of absence for more than five (5) consecutive workdays in accordance with the Family and Medical Leave Act or due to the employee's

own medical condition, the Employer will develop a staffing plan to cover the leave period for support services that may include a substitute and/or voluntary overtime.

ARTICLE 15 - SABBATICAL

- 15.1 Teachers who have completed seven (7) years of service may apply for a sabbatical leave for study and research. Such sabbatical leaves shall be in recognition of significant service through teaching which contributes to the professional effectiveness of members of the staff and the value of their service to Oakland Schools.
- 15.2 A sabbatical leave may be granted for one (1) semester or one (1) full year. However, no more than one (1) teacher may be on sabbatical leave at any one time. Each teacher on sabbatical leave shall receive one-half (1/2) of his/her entitled salary for a full year's sabbatical or one-quarter (1/4) of his/her annual salary for a semester leave and will be given his/her regular increment and Oakland Schools will continue Health, Life, Dental and Vision insurance if the teacher chooses to continue such coverage. Seniority shall accrue while on sabbatical leave. A teacher on sabbatical leave shall not render service for compensation in another educational institution. This shall not preclude the acceptance of a fellowship or other assistance in research.
- 15.3 Application for a sabbatical leave shall be made in writing no later than the end of the first semester proceeding the school year for which the leave is desired. The application must be accompanied by a statement of well-conceived plan for spending the leave in a manner calculated to contribute to the professional effectiveness of the applicant and to the best interests of the Oakland Schools. Said application shall contain a detailed analysis of the program the individual teacher plans to pursue during his/her sabbatical absence. No changes in this program shall be made without the consent and knowledge of the Board.
- 15.4 A teacher who takes an approved sabbatical leave must return to Oakland Schools for a minimum of two (2) years immediately following such leave. On return from sabbatical leave, every effort will be made to place the teacher in his/her former position. Placement on the salary schedule shall be as though the teacher had worked in Oakland Schools for the period of the sabbatical.
- 15.5 Upon acceptance of his/her sabbatical leave, a teacher shall sign a promissory note with the Board in the amount of the sabbatical stipend to be granted by the Board. Said promissory note may be redeemed by the teacher in one of the two following manners:
 1. In the event said teacher does not return to the employ of the School District at the conclusion of the sabbatical leave, said teacher shall repay to the Board all money advanced by the Board during his/her sabbatical leave. At the option of the teacher, this note may be redeemed over a three (3) year period.
 2. Said teacher may, by returning to the employ of the Board, redeem said promissory note by teaching for two (2) years. Said promissory note is paid at the end of the first

year of teaching by the teacher in the event the teacher ceases employment at the end of the one (1) year following the sabbatical by paying one-half (1/2) of the sabbatical stipend. This amount may be repaid over a one (1) year period. By completing the second full year of teaching, the promissory note will be considered paid in full.

ARTICLE 16 - GRIEVANCE PROCEDURE

- 16.1 An employee or group of employees or the Association claiming that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may process the claim as a grievance as hereinafter provided, which procedure shall be the sole and exclusive method of resolving grievances as defined above.

The term "day" in this article means workdays.

- 16.2 **Informal Step.** Prior to the initiation of the formal Grievance Procedure, an employee shall discuss the problem with his/her immediate supervisor. Every effort shall be made to resolve the matter informally. Such resolution shall not be inconsistent with the terms of this Agreement.
- 16.3 **Step One.** In the event the problem is not resolved informally, the grievance shall be reduced to writing utilizing the Grievance Form set forth in Appendix D and presented to the Assistant Superintendent of Human Resources. The Assistant Superintendent of Human Resources shall designate an Administrator to respond to the grievance. The written grievance must be filed within fifteen (15) days after the event or occurrence which is the basis of the grievance. The Administrator designated by the Assistant Superintendent of Human Resources shall answer the grievance in writing with a copy to the Building Representative and Assistant Superintendent of Human Resources within five (5) days of receipt of the written grievance.
- 16.4 **Step Two.** In the event the employee is not satisfied with the Administrator's disposition at Step One, the grievance shall be appealed to the appropriate Deputy Superintendent, with a copy to the Assistant Superintendent of Human Resources, within ten (10) days of the Administrator's response in Step One. Within ten (10) days of receipt of the written grievance, the Deputy Superintendent, shall meet with the grievant, and his/her Association Representative, in an effort to resolve the grievance. The Deputy Superintendent, shall indicate his/her disposition of the grievance in writing within ten (10) days of such meeting with a copy to the Association President.
- 16.5 **Step Three.** In the event the employee is not satisfied with the Deputy Superintendent's disposition of the grievance, the grievance shall be appealed to the Superintendent within ten (10) days of the Step Two response. Within ten (10) days, the Superintendent, or his/her designee, shall meet with the Grievant, and his/her Association Representative(s). The Superintendent (or his/her designee) shall indicate his/her disposition of the grievance in writing within ten (10) days of such meeting with a copy to the Association President.

- 16.6 Step Four. If the grievance is not settled in Step Three, the Association may, within twenty (20) days after receipt of the written decision, submit the grievance to arbitration. The demand for arbitration shall be made by written notice delivered to the Superintendent. Within ten (10) days following receipt of the notice to arbitrate, the Association and Oakland Schools shall attempt to mutually agree to an arbitrator. If not successful, then the Association shall file a request for arbitration with the American Arbitration Association (AAA). The parties agree that the policies, procedures and/or rules of AAA shall be followed during the arbitration process and the decision of the arbitrator shall be binding on the parties,

Multiple grievances may not be submitted at the same time to the same arbitrator except by mutual agreement.

16.7 **Arbitration.**

The arbitrator:

- A. Shall conduct the hearing under the Rules of the American Arbitration Association.
- B. Shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement, nor substitute his/her judgment for that of the Board where the Board is given discretion by the terms of this Agreement.
- C. Shall have no power to establish salary scales or change any salary, unless it is found that an employee has been improperly placed on the existing salary schedule.
- D. Shall have no power to rule on the termination of services or failure to re-employ any employee to a position on the extra-curricular schedule, except as otherwise provided in Article 5, Section 5.6.
- E. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- F. No back pay or financial claim shall be awarded more than ninety (90) calendar days prior to the date the written grievance is filed.
- G. Shall have no power to rule on any prohibited subject of bargaining as provided in Section 15(3) and (4) of the Public Employment Relations Act (PERA), MCL 423.215(3) and (4).

- 16.8 If a grievance arises in more than one building, or if a grievance is initiated by the Association, it shall be transmitted, in writing, directly to the appropriate Deputy Superintendent, with a copy to the Assistant Superintendent of Human Resources, at Step Two.

- 16.9 All meetings concerning grievances are to take place at reasonable times and will not interfere with the assigned duties unless said meetings are called by school administration, Board or arbitrator. The Grievant shall be released from his/her responsibilities to be present at arbitration with no loss of pay upon the request of either party. Reasonable efforts will be made to accommodate the availability of the parties and their respective representatives.
- 16.10 No reprisals of any kind will be taken against any employee who has taken part in a grievance procedure.
- 16.11 The time limits set forth shall be strictly observed but may be extended with mutual written agreement of the Association President and the Superintendent or his/her designee. Failure of the Board or its representatives to render a decision within the time limit set forth above shall automatically move the grievance to the next step in the procedure. Failure to proceed with any grievance within the time limits set forth above shall result in dismissal of the grievance.
- 16.12 When a grievance is reduced to writing, the written statement shall clearly specify:
1. The name or names of the aggrieved person or persons or otherwise designate the employees involved (e.g., all instructional technicians).
 2. The specific section of the Agreement allegedly violated.
 3. A statement of the alleged violation.
 4. When this alleged violation occurred.
 5. The proposed remedy or remedies for resolution of the grievance.
- 16.13 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the building and personnel files of the participant(s).
- 16.14 Each year, the Association shall furnish the Assistant Superintendent of Human Resources with the names of its Association Building Representatives and alternates, Association officers and Association staff and any such changes as may occur from time to time in such personnel, so that the Board may at all times be advised as to the authority of the individual representatives of the Association with whom it may be dealing. Until the Board has received such written notice from the Association, it shall not recognize or deal with any employee purporting to be a representative of the Association. The Association shall have the right to appoint an Association Building Representative from each campus (and alternative(s) to act in the absence of the Building Representative).
- 16.15 Any grievance which arises prior to the effective date of this Agreement shall not be processed under this Agreement.
- 16.16 Failure to re-employ or the termination of services of any probationary employee shall not be the basis for a grievance.

ARTICLE 17 - RIGHTS OF THE ASSOCIATION

- 17.1 The Board shall grant the Association use of school buildings for professional Association meetings. Use of the building shall be at reasonable hours outside of the employee's work hours. Arrangements for use of the building shall be made through the School Dean. Use of an available room during the school day by Association Representatives using Association days under Section 17.8 is permitted, however, when arrangements are made through the School Dean. No rental fee shall be charged the Association. All requests for building use after 5:00 p.m. or on non-school days will conform to applicable Oakland School Policy.
- 17.2 There will be a bulletin board designated within each school for use of the Association. The bulletin board shall be in the lounge of the respective school buildings. Association notices and materials posted or distributed shall bear the initials of an Association Representative.
- 17.3 The Association shall be allowed to use the inter-school mail service as permitted under applicable law and employee mailboxes for communication to employees.
- 17.4 The Board agrees to make available all available information to the Association in response to reasonable requests concerning the financial resources of the District, annual financial reports and audits, tentative budgetary requirements, agendas and minutes of all Board meetings, membership data, names and addresses of all employees and such other necessary information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees.
- 17.5 Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable times, providing said business shall not interfere with or interrupt or affect normal school operations or assigned duties. Only authorized Association representatives not housed in that building must report to the Dean or his/her designees before consulting with any employee. It is understood that no Association business will be discussed in the presence of students.
- 17.6 Copies of the Master Agreement shall be printed at the expense of the Board and presented to all Association members currently employed within sixty (60) days after the Agreement is signed. Copies of the Agreement shall be provided to members hereafter employed by the Board at the time of their hire. The Board shall furnish thirty (30) copies of the Master Agreement to the Association for its use.
- 17.7 The Board shall make available to the Association information necessary to process a grievance.
- 17.8 Oakland Schools will allow Association Representatives time off to attend State and/or National Association workshops, conferences, conventions and other activities up to ten (10) days per school year; provided, no more than two employees may be gone from the same campus at any one time, unless otherwise agreed by the Superintendent or his/her designee. Application for use of said days, signed by the Association President, must be

turned in to the Superintendent or his/her designee at least ten (10) workdays in advance. Association day usage requires retirement contribution payment to MPSEB'S. The Association President/or designee is excluded from the ten (10) day notice. Retirement costs shall be paid by OTCEA local in accordance with ORS regulations.

- 17.9 The Association may apply for an unpaid leave of absence for the Association President in accordance with the provisions of Article 14, Unpaid Leaves, provided seniority and salary increments shall accrue during said leave. Said application must be filed at least sixty (60) days prior to the start of the school year.
- 17.10 Membership insignia or pins appropriate for normal wear may be worn by members of the Association.
- 17.11 The local Association, recognizing its professional responsibilities, agrees to use its influence to encourage employees who are members of the local Association to perform loyal and efficient work and service, to improve their efficiency, to utilize their time and all equipment furnished by Oakland Schools to the best advantage, to protect Oakland School's property and interest, and to cooperate with the Administration in promoting the welfare of Oakland Schools and improving its service.
- 17.12 The Association shall have the right to use office equipment such as computer, typewriter, fax, copy machine, calculator, other duplicating equipment and audio/visual equipment at reasonable times outside of normal work hours with approval of the Dean or his/her designee. Use of such equipment shall not interfere with the instructional program or administrative needs. The Association shall pay the actual cost of any supplies used.

ARTICLE 18 - CONTRACT MAINTENANCE COMMITTEE

- 18.1 A joint contract maintenance committee shall be formed. The Committee shall consist of four members appointed by the Union and four members appointed by the Superintendent. The President of the Union and the Assistant Superintendent of Human Resources shall be among the appointed members.
- 18.2 The Committee shall meet in October, December, February and May, unless otherwise mutually agreed.
- 18.3 Agenda items will be jointly compiled at least ten (10) workdays prior to the scheduled meeting. Agenda items which do not involve contract maintenance issues will only be included by mutual agreement of the Association President and the Assistant Superintendent of Human Resources. Issues may be referred back to the Site Quality Council for review.
- 18.4 The OTCEA Uniserv/Executive Director may attend as an ex officio member.

ARTICLE 19 - AGENCY SHOP

19.1 Article 19, Agency Shop, updated and removed- August, 2013.

ARTICLE 20 - BOARD RIGHTS AND RESPONSIBILITIES

- 20.1 Except as modified by the specified terms of this Agreement, the Board shall retain all rights and power to manage the Oakland Intermediate School District and the Vocational-Technical Programs, and to direct its employees. The Association recognizes these Board rights as conferred by the laws of the Constitution of the State of Michigan and inherent in the Board's responsibility to manage the Intermediate School District, including, but not expressly limited to, the right:
1. To the executive management and administrative control of the Intermediate District and its Vocational Technical Program, and its properties and facilities, including the right to determine the number and location of buildings, campuses/centers, and vocational-technical programs, and the school activities of its employees during the employees' working hours.
 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.
 3. To establish levels and courses of instruction after consultation with the appropriate members of the teaching staff, to establish special programs, and to provide for programs and events for students, all as deemed necessary and advisable by the Board.
 4. To provide and approve the selection of textbooks, teaching materials and aids necessary for an adequate instructional program after consultation with the appropriate members of the teaching staff.
 5. To determine class schedules after considering the needs of the teachers and the program, to determine hours of instruction, and the duties, responsibilities and assignments of teacher subject to the express provisions of this Agreement.
- 20.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the adoption of policies, rules and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

ARTICLE 21 - SENIORITY

- 21.1 Oakland Schools seniority (i.e., service) shall be defined to mean the length of continuous service with Oakland Schools from an employee's most recent date-of-hire. Classification seniority shall be defined as the date on which an employee first began working in a given classification (other than on a temporary basis), provided, however, non-teaching staff shall have worked 90 days in the classification to establish classification seniority. Neither type of seniority shall accrue for unpaid leaves unless set forth in Article 14. A separate classification seniority list will be maintained for employees in each classification in the bargaining unit. All employees shall be ranked on the list in order of their classification seniority.
- 21.2 Employees from Clarkston, Pontiac, Royal Oak and Walled Lake will be credited with their full length of service from their respective school districts for purposes of Oakland Schools seniority and full length of service in their current classification with respect to classification seniority. This shall only apply to said employees hired prior to July 1, 2000.
- 21.3 No bargaining unit employee in a position other than as a teacher shall be granted continuing tenure in such position by virtue of this Agreement or any individual contract of employment, but shall only be able to gain tenure as a classroom teacher.
- 21.4 Professional staff who are not covered by the provisions of the Michigan Teachers Tenure Act (which excludes those outlined in Section 21.6 below), shall be subject to a probationary period of four (4) years of service with Oakland Schools during which time they shall be considered probationary or non-tenure teachers under the terms of this Agreement.
- 21.5 Non-teaching staff shall be subject to a probationary period of ninety (90) days of work with Oakland Schools.
- 21.6 An employee shall be terminated and lose his/her seniority rights if he/she:
- a. Quits.
 - b. Is discharged and not reinstated.
 - c. Is absent without a reasonable excuse for three (3) consecutive workdays without notice to the Board of such excuse within the three (3) days, if possible.
 - d. Fails to return from a leave of absence at the designated time, without a reasonable excuse.
 - e. Fails to report for work from recall from layoff within the time provided without a reasonable excuse.

- 21.7 When an employee in the bargaining unit moves to a position with Oakland Schools outside the bargaining unit, his/her classification seniority will be frozen. If the person is returned to the bargaining unit by Oakland Schools, said frozen classification seniority will reactivate.

ARTICLE 22 - MISCELLANEOUS

- 22.1 Employees shall be advised of a telephone number to call when it is not possible for them to report to work because of illness or other factors. Employees must call the designated number at least two (2) hours prior to the start of their workday or as soon as circumstances permit to report their absence or tardiness and the reason for the absence or tardiness.
- 22.2 Any individual contract between the Board and an individual employee, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement, and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with the terms of this Agreement, this Agreement, during its duration, shall be controlling.
- 22.3 This Agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary to or inconsistent with its terms.
- 22.4 This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- 22.5 All supplemental agreements shall be subject to ratification by the Board and the Association within thirty (30) days of tentative agreement.
- 22.6 If any provision of this Agreement or any application of this Agreement to any employee or group of employees, the Board, and/or representatives, shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provision or applications shall continue in full force and effect.
- 22.7 It shall be the responsibility of each employee to have a current address and telephone number on file with Oakland Schools and to promptly notify Oakland Schools of any change in address or phone number. The employee's address and telephone number as it appears in the Oakland School records shall be conclusive when used in connection with layoff, recall or other notices to employees.
- 22.8 While it is recognized that the decision whether or not to contract or subcontract for services and the impact of the contracting on bargaining unit employees is within the sole authority of Oakland Schools, Oakland Schools agrees to discuss the matter with the Association prior to any final action of Oakland Schools.

- 22.9 Oakland Schools may, at its discretion, require employees to submit to physical and medical tests and examinations by an Oakland Schools appointed doctor/physician when such tests and examinations are considered necessary to Oakland Schools in maintaining a capable workforce, employee health and safety, etc. Before requiring such a test/examination, Oakland shall meet with the employee and the Union and explain the need. Oakland will pay the costs of such tests and examinations.
- 22.10 Before recommending to the Board to eliminate an existing program which would result in the lay off of bargaining unit members, the Administration will:
1. Provide reasonable notice that a program closure may occur.
 2. Solicit input from the staff in a timely manner.
 3. Discuss the matter with the affected program group; and
 4. Discuss the matter with representatives of the Association at the Contract Maintenance Committee.
- 22.11 As required by State Law, the following provision is included in the parties' agreement: This Agreement is subject to the provisions of the Public Employment Relations Act, MCL 423.201 et seq., including Section 15(7) thereof, MCL 423.215(7), and therefore may be rejected, modified, or terminated by an emergency manager appointed under the Local Government and School District Fiscal Accountability Act, 2011 PA 4, MCI 141.1501 to 141.1531.

ARTICLE 23 - LAYOFF AND RECALL

This article is only applicable to employees whose employment is not regulated by the Teacher Tenure Act (MCL 38.71 to 38.191); it does not apply to employees whose employment is regulated by the Teacher Tenure Act.

- 23.1 Before the Board takes official action on a reduction of employees, it will give notice in writing to the Association President of the contemplated reduction. Proposed reductions in employees shall be discussed with the Association prior to Board action. The names of employees to be laid-off will be provided to the Association prior to the official action of the Board.
- 23.2 In the event instructional technicians are laid-off from employment by Oakland Schools, then the instructional technicians with the most classification seniority who are qualified as measured by prior satisfactory work experience in the subject area/program in question to fill the positions kept active, shall be retained.
- a. Oakland Schools will give at least thirty (30) days notice before layoff. Oakland Schools will continue to pay the applicable health, life, vision and dental insurance premiums paid by Oakland Schools for three months following the date of layoff.

- b. An instructional technician who is laid-off from the instructional technician classification shall, at the time of layoff, have the right to displace the least senior employee in another non-teacher classification where the laid-off instructional technician has more classification seniority than said least senior, provided he/she has the ability to perform the available work and has prior satisfactory work experience in the classification.
 - c. Instructional technicians who are laid-off shall be recalled to their subject area/program in reverse order of layoff (i.e., the most senior being recalled to the first opening, etc.).
 - d. In the event of recall, notice of recall shall be by certified mail to the last recorded address of the employee as it appears on the records of Oakland Schools with a copy to the Association President. Upon failure to report within ten (10) days of receipt of such notice, the employee shall be considered to have voluntarily quit with no further recall rights.
- 23.3 In the event other employees (excluding teachers and instructional technicians) are laid-off from employment by Oakland Schools, layoff shall be by job classification starting with the least senior.
- a. Oakland Schools will give at least thirty (30) days notice before layoff. Oakland Schools will continue to pay the applicable health, life, vision and dental insurance premiums paid by Oakland Schools for three months following the date of layoff.
 - b. An employee who is laid-off from his/her classification shall, at the time of layoff, have the right to displace the least senior employee in another non-teacher classification where the laid-off employee has more classification seniority than said least senior, provided he/she has the ability to perform the available work and has prior satisfactory work experience in the classification.
 - c. Employees who are laid-off shall be recalled to the classification from which laid-off in reverse of layoff (i.e., the most senior shall be recalled to the first opening, etc.).
 - d. In the event of recall, notice of recall shall be by certified mail to the last recorded address of the employee as it appears on the records of Oakland Schools with a copy to the Association President. Upon failure to report within ten (10) days of receipt of such notice, the employee shall be considered to have voluntarily quit with no further recall rights.
 - e. Effective July 1, 2011, it is agreed that in applying the provisions above in Article 23.4, maintenance employees may utilize their combined classification seniority as maintenance employees, lead custodians and custodians for purposes of layoff and recall; however, a maintenance employee who has never worked as a lead custodian may not bump a lead custodian, but may bump into the custodian classification, as outlined in 23.4 above.

- 23.4 A laid-off employee shall retain all seniority accumulated as of the effective date of layoff and seniority shall resume upon the first day worked following layoff.
- 23.5 If a non-teacher employee is laid-off for a period of the length of his seniority at time of layoff, or three years, whichever is less, his/her seniority shall be broken and he/she shall have no further recall rights.
- 23.6 In the event a program is discontinued at a campus, employees who are reassigned to other campuses as a result thereof, shall have the right to return to said campus in the event the program is reinstated within 12 months.

ARTICLE 24 -
SHARED-TIME AND PART-TIME EMPLOYMENT

- 24.1 Shared-time employment shall be defined as two (2) teachers sharing one (1) position for which they are both certified and qualified. Any employee who wishes to participate in shared-time employment may do so on a voluntary basis.
- 24.2 Nothing in this Agreement shall restrict Oakland Schools from hiring employees for less than full-time positions. Salary and benefits for less than full-time employees shall be prorated in accordance with applicable Oakland Schools policy.
- 24.3 Those teachers interested in a shared-time position will forward a written request to the Executive Director of Student Services and the Dean no later than March 1st of each school year. Said written request will include the following:
1. The assignment to be shared, including the proposed work schedule;
 2. Assignment(s) and campus;
 3. Assignment coverage, to include (if applicable) prep time, lunch, staff meetings, parent-teacher conferences, in-service, etc.
 4. Fringe benefit selections; and
 5. Other pertinent information.
- 24.4 The employees shall be notified of Oakland School's acceptance or rejection of their application by April 1st. It is understood and agreed by the parties that the final decision concerning shared-time employment requests is the sole prerogative of the Superintendent and his/her decision shall not be subject to the grievance procedure.
- 24.5 Employee participation in shared-time employment shall:
1. Accrue seniority as a percentage of a full-time employee;
 2. Advance on the salary schedule (if applicable) as a percentage of full-time employee;
 3. Receive a pro rata share of the salary of their step and track;
 4. Receive a pro rata of leave days granted to full-time employees;

5. Be eligible for a dollar amount up to one-half (1/2) of the insurance premiums cited in Article 28 based upon each shared-time employee's eligibility for said insurances. Shared-time employees may select the insurance coverage appropriate to their needs, providing they are eligible for said insurances and costs thereof does not exceed one-half (1/2) of the total premiums. Shared-time employees may select a combination of insurances which exceed the one-half (1/2) premium payment limitation by prepaying the difference in cost per Business Office procedure. Said insurances (medical, dental, life, LTD and optical) are subject to the terms, conditions and approval of the respective carriers.
- 24.6 Shared-time employment applications and reapplications shall be made on annual basis. Employees who participate in shared-time employment and return to a full-time position shall return to full-time status for the subsequent school year consistent with their seniority and the provisions of Article 6.
- 24.7 Employees currently on the recall list or those who have been notified of layoff may participate in shared-time employment if there is no person with higher seniority who is certified and qualified to share the position and wishes to do so.
- 24.8 Shared-time and part-time teachers are required to attend parent/teacher conferences, open house, new student orientation and the fall and spring advisory. Shared-time and part-time teachers shall also attend full and half-day in-services but will be compensated on a pro-rata basis.

ARTICLE 25 - DISTANCE LEARNING

- 25.1 The parties agree that distance learning is a legitimate alternative for the delivery of instruction. Distance learning may include both supplemental instruction and course work foundations.
- 25.2 The Board shall have the right to contract with other districts, educational institutions or commercial services to provide remote instructional delivery.
- 25.3 Implementation of distance learning programs will be carefully planned and will take into account the need for appropriate facilities, equipment, staffing and training.

ARTICLE 26 - INSURANCE

- 26.1 Oakland Schools will pay the premiums as set forth below, to provide health care coverage for 12 months for full-time employees (and their eligible dependents) not otherwise covered by Oakland Schools or by another employer-paid medical-hospitalization plan who enroll in said program during the appropriate enrollment period. Less than full-time employees will be provided coverage on a pro-rated basis.

- a. Effective July 1, 2016, the Board shall make available the MESSA Choices II health insurance plan that includes a \$500/\$1,000 annual deductible, \$20/\$25/\$50 office visit co-pay, and the SaverRX prescription drug plan. The Board shall also make available the MESSA Choices II health insurance plan that includes a \$1,000/\$2,000 annual deductible.
- b. Effective July 1, 2016, the Board shall also make available, along with the MESSA Choices II plan, the MESSA Account Based Choices Plan 1 HSA, which includes a \$1,300/\$2,600 deductible. The deductible shall increase per IRS issues mandatory increases to high deductible plans. The Board shall also make available the MESSA Account Based Choices Plan II HSA which includes a \$2,000/\$4,000 deductible. The Board shall contribute the maximum annual contributions for all negotiated medical benefit plans as permitted under Section 3 of Public Act 152, Publicly Funded Health Insurance Contribution Act, MCL 15.563. The Board agrees to increase its contribution toward the costs of such health insurance coverage in an amount not to exceed that permitted under Public Act 152. The employee shall pay any additional amounts required for such coverage through payroll deduction on a pre-tax basis. The Association shall have the option to make changes in riders (such as, deductible, office co-pay, and/or Rx card) to reduce the amount paid by employees toward the annual costs of insurance premiums.

The Association shall have the option to make changes in riders (such as deductible, office co-pay, and/or Rx card) to reduce the amount paid by employees toward the annual costs of insurance premiums.

- c. To be eligible for health coverage, employees must sign the Disclaimer Form set forth in Appendix C, yearly.
 - d. A Section 125 Plan (for health care up to a maximum of \$3,000) and for dependent care (up to maximum of \$5,000), shall be available.
 - e. In lieu of health insurance, eligible employees may participate in the Oakland Schools opt-out plan.
- 26.2 Oakland Schools will pay the premiums to provide a Dental care program for regular, full-time employees not otherwise covered by another dental plan, who enroll in the Oakland Schools plan. The Oakland Schools plan provides basic services at 80% of the reasonable and customary cost of the covered service with a maximum annual payment per eligible employee and eligible dependent of \$1,500. The basic services percentage will increase 10% each succeeding benefit year up to a maximum of 100% provided the covered individual visited a dentist for an examination at least once during the previous benefit year and the dentists' reasonable services were covered. Orthodontics benefits are paid at 80% of reasonable and customary cost of the service with a maximum lifetime benefit of \$1,500 for all eligible employees and their eligible dependents. Regular, full-time employees will be permitted to purchase additional insurance benefits at their own cost to the extent permitted

by the insurance carrier, or, to the extent such coverage is self-funded, to the same extent as permitted to non-represented employees.

- 26.3 Oakland Schools shall pay the premiums to provide Group Term Life Insurance, including double indemnity Accidental Death and Dismemberment Riders, for regular, full-time employees who enroll in the plan. Said benefit level shall be one-times annual salary up to \$55,000 as set forth in the Group Term Insurance plan. Individual employees may purchase at their own expense additional life insurance for themselves, their spouse and/or their dependents provided the insurance carrier allows it.
- 26.4 Oakland Schools shall pay the premiums to provide Vision Care coverage for regular, full-time employees who enroll in the plan. Benefits shall be comparable to a VSP type plan. Regular, full-time employees will be permitted to purchase additional insurance benefits at their own cost to the extent permitted by the insurance carrier, or, to the extent such coverage is self-funded, to the same extent as permitted to non-represented employees.
- 26.5 Oakland Schools shall provide Short-Term Disability protection for regular, full-time employees who have personal illness or disability (which is not compensable under Michigan Workers' Compensation), providing the employee must use his/her individual sick leave days, if any, during the thirty (30) workday waiting period. Once the employee qualifies for short-term disability, the employee may supplement the short-term disability by using a pro-rata portion of his/her remaining individual sick leave not to exceed 100% of his/her base pay. Short-term disability payments shall be payable after a thirty (30) consecutive workday waiting period. Short-term disability payments shall be at the rate of sixty-seven percent (67%) of the employee's Schedule A base contract salary, at the time of disability, up to a maximum of \$5,000 per month. Said payments shall be for a maximum of ninety (90) calendar days from the date of illness or disability (exclusive of summer vacation). There shall be no short-term disability payments made during the summer vacation period for less than 52-week employees. The summer vacation period is defined as the first day following the last workday at the end of the school year until the first workday at the start of the next school year.
- 26.6 Oakland Schools shall pay the premiums to provide Long-Term Disability insurance for regular, full-time employees who enroll in the program. Long-term disability insurance coverage shall mean income protection subject to the terms and conditions specified in the policy. Long-term disability payments shall be payable after a waiting period of ninety (90) calendar days from the initial date of personal illness or disability, providing the employee has exhausted all his/her individual sick leave benefits. The maximum monetary benefit for eligible teachers shall be \$5,000 per month. Said benefit shall be at the rate of sixty-seven percent (67%) of the employee's Schedule A base salary at the time of disability, reduced by the amount of any primary remuneration the employee is eligible to receive from the Board, the Michigan Public School Employee's Retirement Fund, the Federal Social Security Act, Veteran's benefits or other such pensions or workers' compensation. A nervous and mental rider shall be included. Said rider shall be limited to twenty-four (24) months.

The Board shall continue to pay for up to twelve (12) months (calculated from the first day of leave) the employer share for health insurance only for employees approved and receiving LTD payments provided for in the Section.

- 26.7 An eligible employee who enrolls in the programs outlined above shall become insured on the first of the month following their first day of work (or completion of 90 calendar days of employment in the case of non-teachers), provided if the employee is away from work due to disability, illness, etc., on the date the insurance is to be effective, said employee will be insured upon return to active service.
- 26.8 Eligibility, coverage and benefits under all insurance plans in this article are subject to the terms and conditions, including any waiting period, contained in the applicable contracts between Oakland Schools and the carrier or provider. Any rebates or refunds on premiums paid by Oakland Schools shall accrue to Oakland Schools.
- Oakland Schools shall have the right to select the carrier or provider, or to become self-insured, and to change carriers or providers, provided comparable benefits are maintained.
- 26.9 The insurance coverages listed above shall be discontinued at the end of the month when the employee's services are terminated or the employee goes on any leave of absence without pay or is laid off (except as otherwise provided in Sections 13.8, 23.2 and 23.3), subject to applicable COBRA regulations.
- 26.10 By payment of the applicable premiums required to provide the benefits outlined in this Article, Oakland Schools shall be relieved from all liability with respect to coverage and benefits provided by the respective carrier.
- 26.11 It shall be the responsibility of the employee to enroll in the respective programs offered and to notify the Personnel Office of any change in his/her status with respect to eligibility for coverage.

ARTICLE 27 - NEW OR CHANGED JOBS

When a new job is placed in existence which cannot be properly placed in the existing classification and rate structure, or a new classification is established, or an existing classification is changed or combined with another classification, to the extent that materially different skills and responsibilities or qualifications are required, the Association will be notified in writing. Oakland Schools will, after written notice to the Association, establish a rate for the new classification, which shall be considered temporary for a period of thirty (30) days following the date of notification to the Association. Within ten (10) days following notification to the Union, the Union may request in writing a meeting with Oakland Schools to negotiate the rate and classification. If the matter is not resolved in the thirty (30) day period provided above, the Association may, within five (5) days following the expiration of the thirty (30) day period, file a written grievance at Step Three of the grievance procedure. If no written grievance is filed within the period specified herein, the rate shall become permanent at the end of such period.

ARTICLE 28 - COMPENSATION

- 28.1 The salary schedule for teachers is attached as Appendix A. Oakland Schools will also pay \$2,750 to teachers on the Oakland Schools MA and MA+30 top step with 15 years or more of teaching service with Oakland Schools who successfully complete a yearly individual professional development plan approved by the Dean. This possible additional payment of \$2,750 shall be paid twice a year as follows: one-half of the payment to be included in the second pay period following the end of the first semester, and the other half of the payment to be included in the second pay period after the end of the second semester. The payment will not apply to any teacher whose salary has been grandfathered under Letter D, Paragraph 4. \$2,000 will be provided for teachers on the BA Schedule under the same conditions that apply to the MA payment.

To qualify for the payment set forth in this Paragraph 28.1, an eligible teacher must complete an individual professional development plan yearly. The plan must be in writing and approved by the Dean. Examples of the types of activities that can be approved are:

- Industry-based internship or mentorship in the occupational program.
- Professional development through Oakland Schools or Distance Learning on academic authentic assessment, school improvement, quality schools, quality standards or other related areas.
- Professional development relating to use of instructional technology.
- Formal training in school leadership, independent study related to program development or quality improvement.
- Advanced learning related to curricular development, instructional strategies, leadership skills and the like, designated to lead to specific program improvement for the program.
- “Taking a leadership role in the program meetings by taking responsibility for one or more of the following functions:
 - a. Coordinating, maintain and update TRAC and Navigator with 100% compliance as determined by the Michigan Department of education’s Office of Career and Technical Education (OCTE). Understanding the OTCE’s audit occurs the year after data is submitted any program deemed non-compliant as a result of the TRAC audit and/or CIP review, will preclude the teacher from selecting the “TRAC/Navigator” option for the 15 Step increase for the one year following the audit.

- b. Analyzing and addressing how the program can effectively increase the number of Concentrators and Completers; and/or
 - c. Analyzing student achievement data on state assessment instruments and utilizing that information to adjust/improve instruction in the program.”
- 28.2 A newly-employed teacher may be given credit on the salary schedule set forth in Appendix A, at the discretion of the Superintendent, for outside teaching experience or related work experience.
- 28.3 Credit on the teacher salary schedule for an advanced degree shall be granted at the beginning of the semester following the recording of the advanced degree or receipt of verification from the college.
- 28.4 The salary schedule for instructional technicians is attached as Appendix B. Employees in the instructional technician classification shall be placed in based on applicable industry experience within the program and demonstrated achievement of required skill sets. In the event that an instructional technician substitutes for an absent teacher under circumstances in which a substitute would normally be provided, that instructional technician shall receive, in addition to his/her normal wage, a stipend of \$22.50 for each session that the instructional technician substitutes. A stipend of \$22.50 for IT's shall be paid when teachers are absent and a substitute is assigned 6 programs only – EET, Culinary, Construction, Health Sciences, Agriscience and Transportation.
- 28.5 The salary schedule for office assistants is attached as Appendix B-2.
- 28.6 The salary schedule for custodians is attached as Appendix B-1.
 - a. A shift premium of twenty-five cents (\$.25) per hour will be paid to custodians assigned to work on an afternoon or midnight shift beginning on or after 3:00 p.m. This premium shall not apply to day shift employees working overtime.
 - b. Oakland Schools shall have the right to appoint a lead custodian in each building. A lead custodian shall receive a \$1.50 per hour additional pay stipend.
 - c. A custodian who is called in to work at unscheduled times or on his/her day off will be paid a minimum of two (2) hours at time and one-half. This is not intended to apply to an employee called-in to work prior to the start of his/her shift and who works continuously into their shift nor to an employee called-in to work a regular shift.
- 28.7 Nothing herein shall prevent Oakland Schools from hiring an employee above the start rate for any classification. It is also understood that the designation of a classification is not intended to designate job content or to restrict work assignments.
- 28.8 A less than 52-week employee who is laid-off at the end of the school year under the provisions of Article 23 and who is paid unemployment compensation benefits (associated with his/her regular assignment with Oakland Schools) during the summer immediately

following the layoff or notice of layoff and who is subsequently recalled to a position the next school year will be paid according to an annual salary rate such that his/her unemployment compensation plus his/her annual salary rate will equal the rate of salary he/she would have earned for the school year had he/she not been laid off or notified of layoff.

- 28.9 Employees who provide 90 calendar days written notice of their separation from employment will receive \$70 per day for unused sick leave days accumulated with the District up to a maximum of 100 days and \$17.50 for all remaining unused sick leave days accumulated with the District. The notice requirement may be waived by the Superintendent if the employee experiences a major life event.

Employees who separate from employment with the District and do not provide 90 calendar days written notice will be paid for half of all their unused sick leave time accumulated with the District at the rate of \$35.00 per day at the time of separation from employment.

- 28.10 Counselors and Student Support Specialists who are required by Oakland Schools to work additional days prior to the normal teacher starting day or after the last scheduled teacher workday at the end of the school year will be paid their regular daily rate for said additional days. Said additional days must be approved by the Director of Career Focused Education. The regular daily rate shall be determined by dividing the Counselors/Student Support Specialist salary by the teacher days set forth in paragraph 8.1.
- 28.11 Teachers who teach a third instructional block will be compensated at the rate of \$130 per day for each day they teach the additional instructional block. The additional instructional block time shall be comparable to the instruction block time during the regular day program.
- 28.12 Effective September 1, 2005, full-time instructional technicians, custodians, and office assistants shall be eligible to receive a degree stipend as long as such a stipend is provided for Oakland Schools non-exempt non-represented staff. The stipend shall be an annual \$500 stipend for an associate's degree or \$1,000 for a bachelor's degree. The degrees must be from an accredited college or university. A copy of the diploma or transcript must be submitted to Human Resources. The payment shall be paid in equal installments on a bi-weekly basis starting the beginning of the second pay period following receipt of proof of degree and approved by the Human Resources Director. For example, an employee who submits proof of a bachelor's degree on December 31, 2005, will begin to receive the bi-weekly stipend starting with the second pay period after December 31, 2005, pro-rated for the balance of the 05/06 fiscal year. This provision shall not apply retroactively.
- 28.13 Teachers shall receive a half day (1/2) compensation day on the Wednesday before Thanksgiving by attending district sponsored after school events including: parent/student orientation/curriculum night.

Teachers shall receive a full day compensation day on the last scheduled work day on the OTCEA calendar by attending after school events including: parent teacher conferences,

open house and signing day. Teachers must attend all 9 hours to be eligible for the compensation day.

The compensation dates shall be mutually agreed upon based on the OTCEA calendar.

ARTICLE 29 - MENTORS

It shall be a professional responsibility of the staff at each Campus to see that there are enough qualified mentors. Mentors shall receive a stipend of \$400 per year for the first mentee and an additional \$200 for each additional mentee (limited to a total of three mentees). A list of duties is set forth in Appendix E.

ARTICLE 30 - DURATION OF AGREEMENT

This Agreement is effective as of September 3, 2019, and shall expire on June 30, 2020. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date set forth above unless mutually agreed to, in writing, by both parties.

OAKLAND SCHOOLS



Wanda Cook-Robinson, Superintendent

OTCEA



Ryan Matousek, OTCEA President

APPENDIX A

TEACHER SALARIES 2019/2020 SCHOOL YEAR

Step	Non-Degree	Bachelor	Masters	Masters +30
1	\$41,907	\$44,115	\$49,234	\$51,953
2	\$44,620	\$46,970	\$52,446	\$55,171
3	\$47,334	\$49,824	\$55,662	\$58,385
4	\$50,064	\$52,702	\$58,883	\$61,606
5	\$52,790	\$55,567	\$62,100	\$64,823
6	\$55,508	\$58,430	\$65,322	\$68,038
7	\$58,230	\$61,294	\$68,541	\$71,199
8	\$60,940	\$64,149	\$71,754	\$74,375
9	\$63,666	\$67,018	\$74,868	\$77,523
10	\$68,335	\$69,837	\$79,200	\$81,911
11		\$74,557	\$82,896	\$85,441
12			\$87,675	\$90,081

- A.1 Extra-pay assignments in addition to the normal workday shall be made with the consent of the employee and shall be paid as set forth in Appendix A.5, below.
- A.2 Club sponsorships involving state or national organizations with leadership/technical skill training, such as OCCRA, SkillsUSA, HOSA, BPA, FFA, DECA, ProStart (Culinary), American Welding Society (Welding), and FIRST are considered directly related to the teaching assignment. While such assignments shall also be made with the consent of the employee, in the event no qualified employee volunteers, Oakland Schools can assign the least senior qualified teacher from the area/program in question from the campus (or campuses in the event the club covers more than one campus) to one such assignment in any year. If the least senior teacher is assigned a club sponsorship, the teacher shall not be required to put in more than 40 hours of time beyond the normal workday or work year, for any one such sponsorship per year, exclusive of State or National competitions. Further, no one teacher will be involuntarily assigned more than two consecutive years. Pay for club sponsorships shall be in accordance with Appendix A-3, below.

Guidelines for club sponsorship shall be developed by the Curriculum Advisory Committee and processed through the ISO development procedure. The guidelines will include the criteria, the appropriate application form and a summary report form. The final report will be reviewed and discussed with the Contract Maintenance Committee before it is implemented.

- A.3 Stipends for an instructional staff's participation in a club shall be paid as follows. The total amount of payments for a Teacher/Instructional Technician Sponsor's participation in all clubs shall be \$40,600 (forty thousand six hundred dollars). Teacher/Instructional Technician Sponsors who participate in a club will receive a stipend that will be shared equally amongst participating members based upon the following formula: 1 unit- 1 club; 1.5 units – 2 clubs; 2 units-3 clubs or more. Teacher/Instructional Technician Sponsors attending State and National competitions conducted on non-scheduled working days will be paid \$75 per day, which funds will be taken from the \$40,600 amount above. Stipends will be paid at the end of June. In addition, in recognition of the contributions of instructional staff to the success of our students as well as Section 1250 of the Revised School Code, the District shall provide Teacher Sponsors who accompany students to national competitions on non-scheduled working days an additional stipend of \$500 (five hundred dollars), and a comparable amount to Instructional Technician Sponsors who similarly accompany students to national competitions on non-scheduled working days (which comparable amount would take into account the fact that potential overtime payments may be required on such payment to Instructional Technician Sponsors; payment of this additional stipend to all Sponsors to be made after the event). No other competition will be paid to Teacher/Instructional Technician Sponsors for club participation, other than reimbursement for all approved expenses, including meals, lodging and travel in accordance with Board Policy. Sponsorship of clubs must be approved in writing by the Dean in advance of the activity.
- A.4 Summer school teachers will be compensated at the rate of \$27 per class hour. For Cosmetology summer hours, four (4) staff (Instructor or IT) will be paid at the rate of \$35/hr for providing instruction during summer sessions.
- A.5 Teachers performing other extra pay assignments outside of the normal workday will receive \$30 per hour.
- A.6 All extra pay duty understandings, including those in A-1, A-2 and A-3 covering services to be performed for more than a two-week period must be in writing and must be signed by the employee and the Executive Director of Student Services, on an appropriate form. This must be done prior to commencement of the extra-pay duty.
- A.7 Employees voluntary participation in enrichment activities which promote learning in the classroom with student participation may apply for a \$125 stipend. Such application shall include an outline of the activities and estimated expenses, together with an estimate of the time involved beyond the normal workday/year. The application must be submitted in accordance with A.6 and must be approved, in advance, by the Director of Career Focused Education.

APPENDIX B

INSTRUCTIONAL TECHNICIANS 2019/2020

Step	A
1	\$17.78
2	\$18.70
3	\$19.77
4	\$20.81
5	\$21.65

APPENDIX B-1

CUSTODIANS/MAINTENANCE 2019/2020

Step	Custodian	With Shift Difference	Lead Custodian	Maintenance
Start	\$16.55	\$16.84	\$18.63	\$20.46
3 Months (90 Work Days)	\$17.14	\$17.44	\$19.19	\$20.83
1 year	\$17.48	\$17.77	\$19.54	\$21.22
2 years	\$17.79	\$18.06	\$19.85	\$21.61
3 years	\$18.09	\$18.42	\$20.18	\$22.00
4 years	\$18.47	\$18.76	\$20.52	\$22.36
5 years	\$18.76	\$19.06	\$20.84	\$22.78

APPENDIX B-2

**OFFICE ASSISTANTS
2019/2020**

Step	Effective 9/3/2019
Start	\$15.92
6 Months	\$16.87
Step 1	\$17.81
Step 2	\$18.75
Step 3	\$19.70
Step 4	\$20.62
Step 5	\$21.57
Step 6	\$22.62

APPENDIX C

DISCLAIMER FORM

Name: _____ Campus Base: _____
(Please Print)

This is to certify that I am not covered under any other employer-provided hospital, medical, surgical health plan and am eligible for Oakland Schools insurance. In the event I become covered under another employer-provided health plan, I shall promptly notify Oakland Schools Personnel Department in writing of such coverage.

Signature: _____ Date: _____

APPENDIX D

Grievance # _____

GRIEVANCE FORM

(To be filed within fifteen (15) days of occurrence) _____

Grievant _____ Initial Filing Date _____

Job Classification _____

Campus _____ Dean _____

Date of Alleged Grievance _____

Contract Provision(s) Allegedly Violated _____

Statement of Alleged Violation:

Redress or Relief Sought:

Signature of Grievant

One copy to Dean

One copy to Association

APPENDIX E

OAKLAND SCHOOLS NEW TEACHER MENTORING PROGRAM

Mentor Role

Master Teachers selected to mentor new Oakland Schools' teachers will:

- Provide guidance and feedback to the mentee regarding all aspects of their performance.
- Reinforce skill building in classroom management and instructional pedagogy.
- Observe each mentee a minimum of two half-days per year.
- Be observed by each mentee a minimum of two half-days per year.
- Attend one (1) mentor training session.
- Use Coaching & Mentoring First Year and Student Teachers by Podsen/Denmark as the program guide (book/training provided).
- Document mentor/mentee contacts and topics. Example: Daily/weekly chats regarding classroom management, lesson planning, integrating technology into daily practice, critiquing a videotaped lesson, team planning, dealing with parents.
- Receive a \$400 yearly stipend for the mentoring of a new teacher. (Stipend paid per semester.)
- Receive an additional \$200 yearly stipend for each additional new teacher mentored under this program (limited to a total of three mentees).
- Receive 1.0 SB-CEU for serving as a successful mentor for the year.
- Meet with Dean periodically to discuss mentor/mentee process and progress.
- Turn in mentor log once per semester to Dean.

APPENDIX F

LETTER OF UNDERSTANDING – 15th STEP

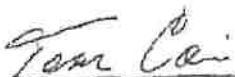
The purpose of this Letter of Understanding is to clarify for the life of the agreement the intent of Article 28 – Compensation, specifically article 28.1 and the implementation of the 15-year payment.

1. For purposes of qualifying for the payment of the 15-year step, it is understood that those individuals who had completed 15 years of continuous teaching service to the Oakland Technical Centers (OTC) prior to July 1, 2000 are not required to complete the individual professional development plan. Such individuals shall receive the amount set forth in the agreement as part of their regular compensation.
2. Those individuals who complete 15 years of continuous service after July 1, 2000 shall prepare an individual professional development plan in conjunction with their supervisor and shall submit the plan not later than September 30th of each successive year. The plan shall be completed not later than April 30th each year in order to qualify for the 15-year payment.
3. For purposes of identifying "15 years of teaching service with Oakland Schools", the step at which an individual is placed at the time of hire as well as any continuous years of teaching service in the OTC with one of the four original operating districts, shall be counted toward the 15 year threshold and constitute years of service.
4. Placement on the step schedule at the time of hire shall not affect the individual's seniority with Oakland Schools and the individual's seniority and longevity shall be determined by the actual date of hire.
5. This interpretation of article 28.1 shall be applied to any individuals identified after the date this letter is executed as having 15 years of service by July 1, 2000

Dated this 21st day of February, 2002

O.T.C.E.A.:

Oakland Schools:



Tom Cain, President OTCEA



David C. Ruhland, Assoc Dir.

LETTER "A"

LETTER OF UNDERSTANDING

The following shall serve to confirm our understanding relative to the titles to be used by Oakland Schools. The titles of "Instructional Technician" includes the positions formerly classified as Paraprofessionals at Royal Oak, including the Interpreter, the Paraprofessionals at Walled Lake, the instructional technicians at Clarkston and the teacher assistants in Pontiac, including teacher intern.

The title "Teacher" includes Counselors, it being understood that the "Placement Specialist" at Walled Lake is a Counselor as are the Student Services Teachers at Clarkston.

LETTER "B"

LETTER OF UNDERSTANDING

There shall be one classification of office assistants at the Oakland Technical Centers. Office assistants will be cross-trained to perform core office functions and work as a team. At least one position at each campus will be a 52-week position, provided, however, that Oakland agrees to grandfather a current office assistant who is working 52 weeks at her current campus, while she remains in her current position and desires to be on a 52-week schedule. Under normal circumstances, a less than 52-week office assistant will work one week before the start of the work year for returning teachers and one week after the end of the teacher work year, unless a longer work year is approved, in writing, by the Executive Director of Student Services, provided, however, Oakland agrees to grandfather any current less than 52-week office assistant who is working a longer period at her current campus while the office assistant remains in her current position and desires to work the longer schedule.

LETTER "C"

CONTRACT IMPLEMENTATION

1. Subject to the terms and conditions set forth in the applicable labor agreements with their current District, employees who resign their employment with their current District and become Oakland Schools employees shall be allowed to transfer their individual, earned unused sick leave as of June 30, 2000, from their current District to Oakland Schools.

Upon death, retirement or resignation from Oakland Schools, said employees will be paid for the earned, unused sick leave brought over to Oakland Schools up to the total number of days transferred to Oakland Schools, at the rates specified and under the terms and conditions outlined in the applicable collective bargaining agreements in effect as of February 1, 2000, in their current District.

2. For the life of this Agreement, a teacher whose salary was grandfathered in 2000/01 will receive the negotiated general increases for 2005/06 and 2006/07.
3. Teachers and instructional technicians who work the entire school year, who resign or retire from their employment at the end of the school year, shall have their applicable health care coverage continued until the start of the next school year.
4. Effective the pay period following ratification of this 2005/06 Agreement, office assistants will be placed on the new Appendix B-2 Salary Schedule in accordance with the Letter of Understanding dated August 11, 2005 between the District and the OTCEA.
5. In the event the universal time at Royal Oak is scheduled other than at the end of the workday, the equivalent amount of time shall be optional at the end of the day on Friday and Thursday, if necessary.

APPENDIX "D & E"

Oakland Opportunity Academy

1. Hours:

It is anticipated that students will attend three sessions of classes each school day, which will normally be Monday – Thursday. The first session will run from 1:30 to 2:30 p.m., the second session from 2:30 to 5:00 p.m., and third session from 5:30 to 8:00 p.m.

Teachers will work the hours of a session, plus an additional half-hour either immediately before or immediately after sessions two and three.

The normal work day for the Office Assistant shall be 8 hours, exclusive of an unpaid lunch period of 30 minutes, Monday through Friday, provided nothing herein shall constitute a guarantee of hours worked per day or days worked per week nor shall it be a limitation on Oakland's right to schedule work in excess of the normal workday or normal workweek or otherwise assign a reasonable amount of overtime. Summer hours for Office Assistant (i.e., 7 hours exclusive of an unpaid lunch), shall be in effect from the first Monday following the end of the school year until the Monday preceding the first teacher workday at the start of the next school year.

The Receptionist shall work up to 20 hours per week during the school year.

The work period of an OOA employee shall be a continuous period of time unless a split shift is agreed upon between Oakland Schools and an employee (Article 12.10).

Instructional technicians will work the hours of a session plus up to an additional hour immediately before and/or immediately after a session as the District may determine scheduled hours do not exceed 20 hours per week given that the position work on a reduced calendar; if the regularly scheduled hours exceed 20 hours per week, then fringe benefits would be provided on a pro-rata basis (based on a 40-hour work week).

Teachers and instructional technicians will attend one or two Friday sessions without students for purposes of staffing meetings, professional development, and other needs as determined by the District.

2. Compensation

Teachers will be paid at hourly rate commensurate with Step 9 of the BA Teacher Salary Schedule.

District agrees to pay \$1,500 (One Thousand Five Hundred Dollars) to OOA teachers who possess a Master's Degree as of the beginning of the school year, such amount to be included in the teacher's base salary.

Instructional Technicians shall be paid the applicable regular hourly rate set forth in Appendix B of the Master Agreement.

Office Assistant(s) shall be paid the applicable regular hourly rate set forth in Appendix B-2.

3. Benefits

Insurance benefits will be provided to employees on a pro-rata basis as provided in Article 24.2 of the Master Agreement, with the understanding that an employee working less than half-time than half-time shall not be entitled to any insurance benefits. A full-time employee in the District's regular educational program who is receiving District insurance benefits and who is also working in the Program shall not be entitled to any additional insurance benefits.

Sick leave will be provided on a pro rata basis as provided in Article 24.2 of the Master Agreement.

Holidays will be provided to instructional technicians as provided in Article 9.1 of the Master Agreement at their regular rate (for example, an Instructional Technician working 3 hours a day in the Program will receive three hours pay), with the understanding that the July 4th holiday is not applicable as school is not in session.

OOA Receptionist position will not be entitled to any fringe benefits so long as the regularly scheduled hours do not exceed 20 hours per week given that the position works on a reduced calendar; if the regularly scheduled hours exceed 20 hours per week, then fringe benefits would be provided on a pro-rata basis (based upon a 40-hour work week).

Office assistant holidays/vacations will be in accordance with Article 9 of the Master Agreement.

4. Seniority

OOA Seniority shall be defined to mean the length of continuous service working in the Program. OOA Seniority will be accrued based on the number of sessions worked. Three (3) sessions = 1.0, two (2) sessions = .66, three (3) sessions = .33. It is understood and agreed that any OOA Seniority that employees accrue under the Program shall be strictly limited to the Program itself, and it shall have no application whatsoever to the District's other educational programs, as employees working in the Program shall not accrue any seniority under the parties' Master Agreement.

No bargaining unit employee in a position other than as a teacher shall be granted continuing tenure in such position by virtue of this Agreement or any individual contract employment, but shall only be able to gain tenure as a classroom teacher in the Program, unless otherwise provided by law.

5. Probationary Period

Teachers shall be subject to a probationary period of four (5) years of service with Oakland Schools during which time they shall be considered probationary or non-tenured teachers under the terms of this Agreement unless they achieve tenure under the law earlier than this period. The District agrees that it shall not grant tenure to any teacher before such time that the teacher achieves tenure in accordance with applicable law.

Non-teaching staff shall be subject to a probationary period of ninety (90) days of work in the Program.

6. Days/Calendar

Progress Fridays will be part of the calendar and teachers working on those days will be paid per diem.

7. Other

Teacher Tenure: Parties agree that tenure is conferred by operation of law and not by Board action; nonetheless, the District agrees to notify those teachers whom it believes have recently acquired tenure.

8. IT/Tutor:

Parties agreed an additional teacher will be hired if there are more than three tutors assigned to a class for a semester, unless the Union and District agree to shift tutors due to class size considerations. It is agreed that if a tutor works more than 20 hours a week, the tutor will become a member of the bargaining unit (the parties will negotiate the terms and conditions of a tutor's employment at such time).

9. IT:

Both parties agree that it is desirable to maintain the current staffing level of IT's. The District will discuss the issue of appropriate IT staffing for any new CFE program that becomes part of OOA programming.

The OOA program is a specialized program that is significantly different than the CFE program, and for this reason many of the terms and conditions of employment are different for personnel working in OOA program than for those working in the CFE program. The following articles contained in the Master Agreement shall apply to the Teachers, Instructional Technicians, Office Assistant, & Receptionist in the Program, with the understanding that such provisions shall be interpreted to the context of the Program, so that references to a Campus Dean shall be interpreted to apply to the Director of the Program.

Article 1, with 1.2 and 1.2 limited to Teachers, Instructional Technicians, Office Assistant, & Receptionist in the Program.

Article 2, with the understanding that the parties will establish a committee to work on bringing this article into compliance with the Race-to-the-Top and other reform legislation recently enacted.

Article 3, excluding 3.2

Article 4

Article 7, with the understanding that insurance may be applicable in 7.9, and excluding 7.14 and 16.

Article 9.1, limited to Office Assistant and Receptionist only.

Article 9.2 through 9.7

Article 9.8, limited to Office Assistant and Receptionist only.

Article 10

Article 11, excluding 11.10

Article 13

Article 14, excluding 14.2, 4, 6 and 11

Article 16

Article 17, excluding 17.8 and 9

Article 19

Article 20

Article 22, with the understanding that under 22.1, employees calling in absent on a school day must do so by 11 a.m. to the Program (which may be a separate call-in procedure from the District's regular school program), and excluding 22.8 and 10.

Article 24, excluding 24.7

Article 25

Article 26

Article A.5

LETTER "F"

MEMORANDUM OF UNDERSTANDING REGARDING SENIORITY

MEMORANDUM OF UNDERSTANDING BETWEEN THE OAKLAND SCHOOLS AND THE OAKLAND SCHOOLS TECHNICAL CAMPUS EDUCATION ASSOCIATION

The situation leading to this agreement is as follows. Reflecting the state of Michigan's rapidly deteriorating economy, property tax values have significantly declined and the Legislature has reduced funds provided to the District, resulting in a serious revenue shortfall for the District. Accordingly, the District is necessarily making budget cuts, including planned reductions of staff both within and outside the Association's bargaining unit. The District and Association both recognize that the parties' collective bargaining agreement is not as clear as it could be with respect to the layoff procedures and criteria therein. Therefore, to assist in ensuring that the anticipated layoffs are appropriate and consistent with the parties' agreement, the parties have agreed to enter into this memorandum of understanding to clarify the layoff procedures and criteria in their current agreement. In addition, this memorandum also addresses mutual concerns regarding the layoff procedures and criteria, and provides solutions to these concerns which are to be implemented after expiration of the current agreement on June 30, 2010.

Accordingly, the parties agree as follows:

1. Seniority Tie-Breaker:

In the event two or more employees in the same classification have the same seniority date, then the rank seniority order of the employees and which employee(s) shall be considered to have greater seniority under the parties' agreement shall be resolved as follows: first, by the length of time the employees have been in the bargaining unit (i.e., the employee who has been in the bargaining unit the longest will be considered to have greater seniority). If this does not resolve the matter, then the original posting date for the first position within the classification held by the employee shall establish seniority rank (i.e., the earliest posting date shall have higher rank), and if this does not resolve the matter, then third, by the Association conducting a blind/random drawing to determine the rank seniority order of the employees.

2. Seniority Frozen upon Leaving a Classification:

It is understood and agreed that when an employee leaves one classification to work in another classification, the employee's seniority is frozen in the old classification and does not continue to accrue.

3. Custodians/Maintenance:

With respect to Custodians, Lead Custodians, and Maintenance Employees, the practice has been to maintain separate seniority lists as follows: Custodians and Lead Custodians have been on one list, and Maintenance Employees on another. It is understood and agreed that

for purposes of layoff, Custodians and Lead Custodians shall be considered one classification, and Maintenance Employees shall be considered a separate classification.

4. Instructional Technicians:

With respect to Instructional Technicians, the practice has been to maintain one seniority list. It is understood and agreed that layoffs of Instructional Technicians shall be based upon both seniority and "prior satisfactory work experience in the subject area/cluster". "Prior satisfactory work experience in the subject area/cluster" means that the employee has actually worked continuously in a particular subject area/cluster on a full-time basis for a minimum of ninety (90) work days, and that the employee's work during such time was "satisfactory"; whether a particular employee's work was "satisfactory" is left for future discussion by the parties in the event such an issue arises.

5. Teachers and Counselors:

With respect to Teachers and Counselors, the practice has been to maintain separate seniority lists, one for Teachers and one for Counselors. It is agreed that whether teachers and counselors are considered the same classification for purposes of layoff shall be submitted to binding arbitration as soon as practicable.

6. Office Assistants:

With respect to Office Assistants, the practice has been to maintain one seniority list. It is understood and agreed that for purposes of layoff, all Office Assistants are considered to be in the same classification.

OAKLAND SCHOOLS

OAKLAND SCHOOLS TECHNICAL
CAMPUS EDUCATION ASSOCIATION

Dated: _____

Dated: _____



LETTER "G"

LETTER OF UNDERSTANDING- VACATION REQUESTS

The Oakland Schools and Oakland Technical Center Education Association agree to this letter of understanding for the purposes of scheduling vacations for the 2011-12 school year. The parties will revisit the issue near the end of the 2011-12 school year to decide whether the procedure needs to be changed, continued, or is not necessary.

The parties agree to the following procedure for scheduling vacations:

1. Employees may request vacation dates up to one year in advance from the end of an open window period by submitting a vacation preference sheet to a Dean or immediate supervisor during an open window period. There will be two open window periods per year. The open window periods are September 1 - 10 and March 1 - 10.
2. When employees submit their requests during the open window periods, the employer shall award vacation dates once the open window period has closed based on classification and seniority. Employees may be restricted from taking vacations when school is in session.

Requests for vacation days submitted outside of the open window periods will only be considered for dates up to the end date of the next open window period. If the requested dates have been previously awarded by the open window process, the requested dates may be denied.

3. If the requested dates have not been awarded, they will be awarded first on the basis of the date of submission of the request and then on a classification and seniority basis.
4. Once awarded, vacation dates are locked in until used or cancelled by the employee who was awarded said dates.

OAKLAND SCHOOLS

OAKLAND TECHNICAL CENTER
EDUCATION ASSOCIATION

Dated: _____

Dated: _____

Oakland Schools does not discriminate on the basis of sex, race, color, national origin, religion, height, weight, marital status, sexual orientation (subject to the limits of applicable law), age, genetic information, or disability in its programs, services, activities or employment opportunities. Inquiries related to employment discrimination should be directed to the Assistant Superintendent of Human Resources, Personnel Management and Labor Relations at 248.209.2429. Title IX complaints should be directed to the Title IX Consultant at 248.209.2590. For all other inquiries related to discrimination, contact the Executive Director of Legal Affairs at 248.209.2062. All complaints may be addressed to 2111 Pontiac Lake Road, Waterford, MI 48328-2736.

