

**AGREEMENT  
BETWEEN THE  
OAKLAND SCHOOLS AND THE  
OAKLAND SCHOOLS TECHNICAL CAMPUS EDUCATION ASSOCIATION**

The parties' current master agreement expires on June 30, 2010. In light of the financial challenges facing the District and the State, the parties have met and determined to extend their current agreement for an additional year, subject to the following changes and agreements.

1. The new contract expiration date shall be June 30, 2011.
2. Effective July 1, 2010, the maximum monthly Board-paid premium for health care coverage per Article 26, "Insurance", shall be increased by 6%, such that the amounts shall be as follows:
  - Single -- \$601.92,
  - 2 Person -- \$1,352.10
  - Family -- \$1,502.13

It is further understood and agreed that after the increased insurance premium amounts for the 2010-2011 school year are known, the Association shall have the option to make changes in insurance riders (such as increased deductibles or co-pays) to reduce the insurance premiums; this shall not affect the maximum monthly Board-paid premium, but may reduce the amounts paid by employees.

It is further agreed that in the event that the parties have not negotiated a successor agreement by June 30, 2011, then effective July 1, 2011, the District shall increase its maximum monthly Board-paid premiums for health care coverage not to exceed 6%, provided, however, that if the amount of the insurance premium increases are less than this 6%, the Board shall only be required to pay the actual increase in the health insurance premiums.

3. For the 2010-11 school year, and until such time that a successor agreement is reached (or if after contract expiration District non-represented employees are no longer subject to furlough), 10-month employees covered by the agreement (i.e., teachers, counselors and instructional technicians) shall be furloughed for three (3) days (that is, they will not work three days they otherwise would have been scheduled to work, and as a result shall not be paid for these three days, resulting in a commensurate reduction in pay), and 12-month employees (i.e., office assistants, custodians, and maintenance employees) shall be furloughed for five (5) days (that is, they will not work five days they otherwise would have been scheduled to work, and as a result shall not be paid for these five days, resulting in a commensurate reduction in pay).

For the 2010-2011 school year, the 10-month employees shall be furloughed on September 2, 2010, April 22, 2011, and June 24, 2011, except new teachers subject to additional

professional development requirements shall be furloughed on September 2, 2010, April 22, 2011, and June 27, 2011.

For the 2010-2011 school year, the 12-month employees shall be furloughed on July 2, 16, 23, 30, and September 3, 2010.

Furlough days for 2011-12 school year shall be established as part of establishing the 2011-12 calendar.

It is further understood and agreed that the impact of the furloughs on employee's pay shall be "smoothed", to the effect that for salaried employees, the impact of the furlough days shall be incorporated into each bi-weekly pay (i.e., if the total impact of the furlough days would be to reduce total salary by \$260 over the course of the year, then each of the employee's 26 bi-weekly pays would be reduced by \$10). A similar adjustment in the hourly pay of non-salaried employees will be made to accomplish this same "smoothing" effect.

It is further understood and agreed that for purposes of long and short-term disability, workers compensation, life insurance, and sick day and vacation day payout upon termination, the contractual salary/wage rate shall apply, notwithstanding furlough days.

4. The parties agree to the following letter of understanding with respect to Article 28.9 of the parties' master agreement, which provides as follows:

"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."

The parties agree that in the event that a bargaining unit member is laid off, such member may choose to receive payment for unused sick days in accordance with the provision above, with the understanding that the member would receive the \$70 rather than \$35 per day amount, at any time that the member remains on layoff, until such time that his or her recall rights expire. Upon expiration of the member's recall rights, such payment shall be made within 30 days.

5. Because of peculiarities in the calendar and because under the common calendar the Monday After Easter may now be a student instruction day, the parties agree to add a new provision to Article 9.1, "Holidays", as follows:

“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.”

6. The parties agree that the Contract Maintenance Committee (CMC) shall meet to address and clarify current contract provisions that are problematic or otherwise require modification as mutually agreed.
7. All other contract provisions, including salary and wages, shall remain unchanged in the extended agreement (with the understanding that employees shall advance on steps, and that the impact of the furlough days will result in a commensurate reduction of total pay).
8. It is further understood and agreed that this agreement to extend the contract is subject to ratification by both parties.

OAKLAND SCHOOLS

Donald W. Storn 1-17-2010  
BOARD PRESIDENT

OAKLAND SCHOOLS TECHNICAL  
CAMPUS EDUCATION ASSOCIATION

[Signature] 1-14-10  
Association President

**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 position 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.

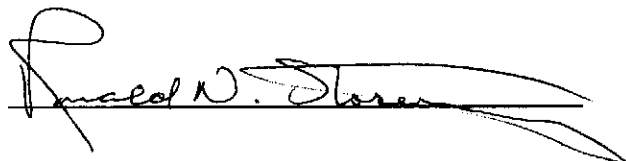
5. Teachers and Counselors:

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.

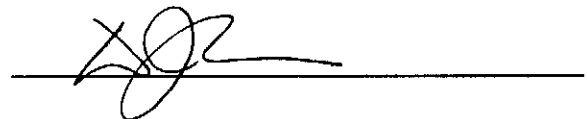
OAKLAND SCHOOLS



BOARD PRESIDENT

Dated: 1/17/2010

OAKLAND SCHOOLS TECHNICAL  
CAMPUS EDUCATION ASSOCIATION



Association President

Dated: 1-14-10