

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

The situation leading to this agreement is as follows. At the request of area superintendents to address a need in the County, the District has agreed to establish on an experimental, pilot basis, an alternative education program (hereafter "Program", also referred to as the Oakland Opportunity Academy, or "OOA") to be housed at the Southwest Campus. While this Program is in the process of being developed, the parties have agreed to the following terms and conditions of employment with respect to the teachers and instructional technicians who will be a part of the Program. It is not anticipated that other bargaining unit personnel will be part of the Program, but it is understood that if a current bargaining unit member does provide services to the Program, the member will be compensated in accordance with the parties' current collective bargaining agreement.

Accordingly, the parties agree as follows:

1. Hours

It is anticipated that students will attend two sessions of classes each school day, which will normally be Monday through Thursday. The first session will run from 2:30 to 5 p.m., and the second session from 5:30 to 8 p.m. Students will have a half-hour break between the two sessions.

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

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.

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

An initial calendar is attached setting forth the anticipated days of school and Friday staff sessions. It is understood that changes in the calendar and scheduled hours for students and staff is subject to change.

2. Compensation

Teachers shall be paid \$130 for each session, which aligns with Step 9 of the BA schedule (152 teaching sessions + 17 staff sessions + 6 PD sessions = 175; 175 x 3 hours per session = 525 hours; full time is 188 days x 7.17 hours per day = 1,348 hours; 525 hours divided by 1,348 hours is 39%; \$61,439 divided by 188 = \$327; \$327 x 39% = \$128, rounded up to

\$130; this is the daily session amount referenced in Article 12.11.5, and it is understood that this flat rate is not related to a teacher's placement on the salary schedule in the regular CFE program).

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

### 3. Benefits

Insurance benefits will be provided to employees on a pro-rata basis as provided in Article 24.5.5 of the Master Agreement, with the understanding that an employee working less than half-time shall not be entitled to any insurance benefits. For example, an instructional technician working 6 hours a day shall be entitled to the District contributing 74% of the cost of insurance benefits, with the instructional technician contributing 26% of the cost of insurance benefits (152 teaching sessions x 6 hours = 912 hours; 17 staff sessions + 3 PD sessions x 3 hours = 60 hours; 912 hours + 60 hours = 972 hours; full time is 188 days x 7 hours = 1,316 hours; 972 divided by 1,316 = 74%). 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 24.5.5 of the Master Agreement. For example, a teacher working one session a day would receive 40% of the 11 sick days provided to a full-time teacher, rounded to 4 days per year. Similarly, an instructional technician working 6 hours a day would receive 74% of the 11 sick days provided, rounded to 8 days per year.

Holidays will be provided to instructional technicians as provided in Article 9.2 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 4<sup>th</sup> holiday is not applicable, as school is not in session then.

### 4. Seniority

"OOA Seniority" shall be defined to mean the length of continuous service working in the Program. OOA Seniority will be accrued as a percentage of a full-time employee. For example, a teacher teaching one teaching session per day for a year would accrue .4 of a year of OOA Seniority (40% of a full-time position), and an instructional technician working 6 hours a day for a year would accrue .7 of a year of OOA Seniority (74% of a full-time position). 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 of

employment, but shall only be able to gain tenure as a classroom teacher in the Program, unless otherwise provided by law.

Professional staff 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, 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.

## 5. Other Provisions

The following articles contained in the Master Agreement shall apply to the teachers and instructional technicians in the Program, with the understanding that such provisions shall be interpreted in 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 1.1 and 1.2 limited to teachers and instructional technicians 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

Articles 4

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

Article 9.2 through 9.7

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

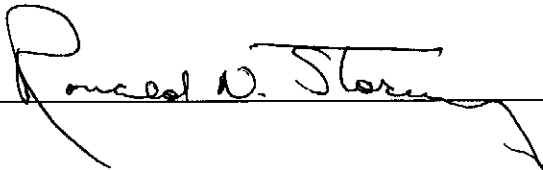
Article 25

Article 26, excluding 26.1.f

As the District continues to develop the Program, it is also understood and agreed that the District shall develop plans and procedures for addressing student discipline matters that require that a student be removed from a classroom, as well as situations where a teacher will be absent from the Program for one or more days and substitute coverage obtained as may be required.

This Letter of Agreement shall be effective from the date of execution through June 30, 2011.

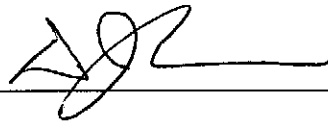
OAKLAND SCHOOLS

  
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Board President

Dated: 7/6/2010

OAKLAND SCHOOLS TECHNICAL  
CAMPUS EDUCATION ASSOCIATION

  
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Association President

Dated: 7-1-10