

AMENDMENT TO EQUAL OPPORTUNITY POLICY
A Recommendation

1. **Division and Department:** President, Office of Inclusion and Intercultural Initiatives.
2. **Introduction:** Various Oakland University constituencies, including the Schools of Health Sciences and Education and Human Services; the Gender and Sexuality Center; the Lesbian, Gay, Bi-sexual, Transgender, Queer and Ally Employee Resource Group; the Oakland University Student Congress; the Women's Issues Forum; the Social Work Club; Step Up for Progress Executive Council and the Gay Straight Alliance have requested that the Board of Trustees' Equal Opportunity Policy ("Policy") be amended to specifically include references to "gender identity" and "gender expression". The President and the Director of Inclusion and Intercultural Initiatives ("Director") support such an amendment.

The goal of the Policy to build a community that welcomes and honors all people will be further advanced by including a specific reference to gender identity and gender expression. The Chronicle of Higher Education in reporting the recommendations of "The 2010 State of Higher Education for LGBT People" states that inclusion of gender identity and gender expression in institutional nondiscrimination statements is one means of improving the campus climate and will lead to better learning outcomes for students and professional development for employees. (Lipka, "Gay Students and College Employees Face Significant Harassment, Report Says", September 14, 2010). Further, policies that reference gender identity and gender expression provide an opening for dialog about the experiences of the lesbian, gay, bisexual and transgender ("LGBT") community. (Zemsky and Sanlo, "Do Policies Matter?" New Directions for Student Services, no. 111 Fall 2005, Wiley Periodicals Inc.). Attachment 1 and 2 are copies of the amended Board Policy as proposed.

To support the Policy as amended, a new administrative policy was established by the President in October 2010 that specifically recognizes and endorses the goals of diversity and inclusiveness in every facet of the University's operations. All faculty and staff will consult with the Director when implementing and/or modifying University operations for which they have management responsibility. The Director will advise, counsel and make recommendations to imbed the goals of diversity and inclusiveness into every University operation. Attachment 3 is a copy of Administrative Policy 712 – Administrative Guidelines Supporting the Equal Opportunity Policy.

A value statement endorsed by the President and the Director will be added to University's Office of Inclusion and Intercultural Initiatives website. Attachment 4 is a copy of the President's and Director's value statement.

The Chronicle of Higher Education posits that establishing supportive policies ensures that institutions recruit the best and brightest students, faculty and staff members, regardless of their gender identity. (Schnetzler and Conant 2009). Such policies facilitate recruitment and retention of all because they show that the institution embraces diversity and innovation and signals the culture of the institution, that is, one that is serious about providing an inclusive environment. (Hastings, "Is it Time to Add Gender Identity to Your EEO Policy," Society of Human Resource Management, May 2006).

**Amendment to Equal Opportunity Policy
Oakland University
Board of Trustees Formal Session
March 30, 2011
Page 2**

Consistent with the recommended change to the Policy, the President's Administrative Policy 712 – Administrative Guidelines Supporting the Equal Opportunity Policy, the President's and Director's value statement, and requests by several University constituencies, the President also recommends amendments to the collectively bargained agreements with the University's represented employee groups and the Administrative Professional Personnel Policy Manual ("Manual"), as evidenced by the Letters of Agreement, Attachment 5. The Manual is in the process of being revised to include those related to the LGBT community.

These amendments clarify eligibility for sick leave, bereavement leave and tuition remission benefits. During the last round of negotiations between the University and its represented employee groups, it was generally agreed that to be eligible for such benefits an employee must maintain health insurance coverage with the University. That creates an unintended potential gap in benefits, whereby an individual who declined to participate in a University health insurance plan would not be eligible for those benefits. Currently, approximately 10% (148 of 1506) of the University's employees decline health insurance benefits. Even so, neither the Director nor those in Academic Human Resources or University Human Resources responsible for overseeing such benefits are aware of any employee being denied leave or tuition remission benefits because he/she does not maintain health insurance coverage with the University. The amendments have no impact on health insurance benefits offered and provided to LGBT employees. Health insurance benefits to LGBT employees have always been provided, and have never been taken away or jeopardized.

The Director met with Academic Human Resources, University Human Resources and the Office of Legal Affairs and the Letters of Agreement and Manual were vetted by each of them and their staff members, as appropriate. The Letters of Agreement have been presented to their respective unions and the Manual will be presented to the Administrative Professional Association for their consideration. Once the Letters of Agreement has been discussed, approved and ratified by the respective unions and the Manual discussed by the Administrative Professional Association, they will be brought in their final form to the Board for approval.

3. **Previous Board Action:** The Board of Trustees approved the Policy on May 20, 1981 and amended the Policy on June 8, 1995.
4. **Budget Implications:** There is no additional cost to the University, however, the University may become eligible to receive grants from organizations that fund institutions that promote diversity, inclusion and equality among the LGBT community. Some of those organizations require that the institution have Board level policies that specifically reference "gender identity" and "gender expression" to be eligible to receive the grant.
5. **Educational Implications:** The University's ability to successfully recruit and retain LGBT students is enhanced. Moreover, students may be more likely to discuss and become educated on issues affecting the LGBT community.

Amendment to Equal Opportunity Policy
Oakland University
Board of Trustees Formal Session
March 30, 2011
Page 3

6. **Personnel Implications:** The University's ability to successfully recruit and retain LGBT faculty and staff as well as any employee is enhanced because the University is advancing the goals of diversity and inclusion.

7. **University Reviews/Approvals:** The proposed change was recommended by various University constituencies, supported by the Director and the President and has been reviewed and approved by Academic Human Resources, University Human Resources and the Office of Legal Affairs.

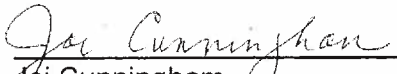
8. **Recommendation:**

RESOLVED, that the Board of Trustees approves the amendment to the Equal Opportunity Policy identified in Attachment 2, to become effective immediately.

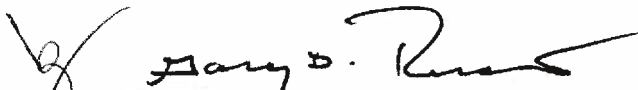
9. **Attachments:**

1. Red-lined Equal Opportunity Policy
2. Amended Equal Opportunity Policy
3. Administrative Policy 712 - Administrative Guidelines Supporting the Equal Opportunity Policy
4. Value Statement Regarding Diversity
5. Proposed Letters of Agreements between Oakland University and respective unions

Submitted to the President
on March 25, 2011 by


Joi Cunningham
Director, Inclusion and Intercultural
Initiatives

Recommended on 3/25, 2011
to the Board for approval by


Gary D. Russi
President

ATTACHMENT 1

EQUAL OPPORTUNITY POLICY

Approved by the Board of Trustees on May 20, 1981

Amended by the Board of Trustees on June 8, 1995

Amended by the Board of Trustees on March 30, 2011

Oakland University reaffirms its unwavering commitment to equality of opportunity for all persons. In a society that relies on an informed, educated citizenry, no one should be denied the opportunity to attain his or her fullest potential. The university shall strive to build a community that welcomes and honors all persons and that provides equal opportunity in education and employment.

Policy

It is the policy of Oakland University that there shall be no ~~unlawful~~ discrimination against any person on the basis of race, sex, gender identify, gender expression, sexual orientation, age, height, weight, disabilityhandicap, color, religion, creed, national origin or ancestry, marital status, familial status, or veteran status. The university shall affirmatively follow the provisions of applicable State and Federal anti-discrimination legislation in all of its activities in this area and so reaffirms its policy at this time.

Conflict With Laws

To the extent that this policy conflicts with first amendment or other legal rights of members of the university community, such other relevant legal provision shall control. Furthermore, this policy shall not be interpreted to modify eligibility criteria for student and employment benefits or modify the legal definition of the terms "spouse" or "dependent."

ATTACHMENT 2

EQUAL OPPORTUNITY POLICY

**Approved by the Board of Trustees on May 20, 1981
Amended by the Board of Trustees on June 8, 1995
Amended by the Board of Trustees on March 30, 2011**

Oakland University reaffirms its unwavering commitment to equality of opportunity for all persons. In a society that relies on an informed, educated citizenry, no one should be denied the opportunity to attain his or her fullest potential. The university shall strive to build a community that welcomes and honors all persons and that provides equal opportunity in education and employment.

Policy

It is the policy of Oakland University that there shall be no discrimination against any person on the basis of race, sex, gender identity, gender expression, sexual orientation, age, height, weight, disability, color, religion, creed, national origin or ancestry, marital status, familial status, or veteran status. The university shall affirmatively follow the provisions of applicable State and Federal anti-discrimination legislation in all of its activities in this area and so reaffirms its policy at this time.

Conflict With Laws

To the extent that this policy conflicts with first amendment or other legal rights of members of the university community, such other relevant legal provision shall control. Furthermore, this policy shall not be interpreted to modify eligibility criteria for student and employment benefits or modify the legal definition of the terms "spouse" or "dependent."

ATTACHMENT 3



Oakland University

Administrative Policies and Procedures

NUMBER: 712

SUBJECT: Administrative Guidelines Supporting the Equal Opportunity Policy

AUTHORIZING BODY: President

RESPONSIBLE OFFICE: Inclusion and Intercultural Initiatives

DATE ISSUED: October 2010

LAST UPDATE: New Policy

RATIONALE: The rationale for this policy is to further support the Board of Trustees' Equal Opportunity Policy and to further advance the University's commitment to diversity and inclusion. The University reiterates its unwavering commitment to building a community that welcomes and honors all people.

POLICY: This policy defines the University's goals for diversity and inclusiveness and the roles and responsibilities of all faculty and staff in achieving those goals.

GOALS: All faculty and staff and applicants for those positions, students and applicants for enrollment, and visitors to the University shall be treated with respect, courtesy and dignity, be valued and supported in a nurturing and welcoming campus community, have their differences celebrated, and collaboration, cooperation and understanding fostered among all persons. These goals will be manifested by providing equitable rights, privileges, opportunities, treatment, resources, services, participation, access and benefits to all persons through the development, formulation and implementation of University programs, policies, procedures, practices and contractual and other commitments, all without regard to their race, sex, gender identity, gender expression, sexual orientation, age, height, weight, disability, color, religion or creed, national origin or ancestry, marital status, familial status or veteran status.

SCOPE AND APPLICABILITY: This policy applies to all faculty, staff, and students and shall be applied in all cases consistent with applicable State and Federal laws and regulations promulgated thereunder, as those laws may be amended from time-to-time, without the necessity of amending this Policy.

PROCEDURES: The President has overall responsibility for this Policy, which specifically recognizes and endorses the goals of diversity and inclusiveness in every facet of the University's operations. The President has delegated the responsibility for carrying out this Policy to the Director of Inclusion and Intercultural Initiatives ("Director").

All faculty and staff shall consult with the Director when implementing and/or modifying University operations affected by this Policy for which they have management responsibility. The Director will advise, counsel and make recommendations to imbed the goals of diversity and inclusiveness into those University operations.

RELATED POLICIES AND FORMS:

- [Policy #370 – Use of Oakland University Facilities](#)
- [Policy #410 – Contracting and Employment Appointment Authority](#)
- [Policy #500 – Gifts and Grants](#)
- [Policy #703 – Career Development](#)
- [Policy #704 – Internal Promotions and Transfer](#)
- [Policy #710 – Administrative Guidelines Prohibiting Discrimination](#)
- [Policy #711 – Guidelines for Handling Discrimination Complaints](#)
- [Policy #725 – Filing Vacancies of Non-Faculty Positions](#)
- [Policy #750 – Oakland University Faculty Hiring Procedures](#)
- [Policy #770- Temporary Employees and Casual Employees](#)
- [Policy #1000 – Procurement Policy](#)
- [Policy #1350 – Oakland Center](#)

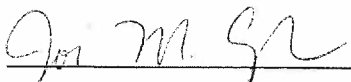
ATTACHMENT 4

A core value of Oakland University and an essential factor to our academic excellence is diversity and inclusion. Diversity and inclusion at Oakland University include the dimensions of race, sex, gender identity, gender expression, sexual orientation, age, height, weight, disability, color, religion and creed, national origin or ancestry, marital status, familial status or veteran status.

Oakland University embraces all of these dimensions and what they represent. We prepare students for a world that is global, connected and diverse. We promote diversity of ideas and intellectual inquiry, always with a steadfast commitment to fostering a nurturing, welcoming, and respectful campus where all are valued. We do this by celebrating our differences and working in an environment that fosters collaboration, cooperation and understanding.

To that end, the University supports groups and projects geared at diversity and inclusion throughout the year, offers training to employees on diversity related topics, maintains close relationships with diverse organizations on and off campus and is committed to providing equitable rights, privileges, opportunities, treatment, resources, services, participation, access and benefits to all persons through the development, formulation and implementation of University programs, policies, procedures, practices and contractual and other commitments.

Together, we seek to create a campus community consistent with the University's core value of diversity and inclusiveness, one that honors, respects, supports and values all people.



Joi M. Cunningham, Director
Office of Inclusion and Intercultural
Initiatives



Gary D. Russi, President

ATTACHMENT 5

**Letter of Agreement
Between
Oakland University
and the
Oakland University Chapter, American Association of University Professors**

This letter of agreement ("LOA") is entered into by and between Oakland University ("Oakland") and the Oakland University Chapter, American Association of University Professors ("Association").

Recitals

WHEREAS, Oakland and the Association (collectively the "Parties") are Parties to a 2009-2012 Collective Bargaining Agreement ("Agreement"); and

WHEREAS, the Parties are committed to diversity and inclusion and building a community that welcomes and honors all people.

NOW, THEREFORE, the Parties agree as follows:

Letter of Agreement

1. The foregoing Recitals are incorporated into this LOA by this reference.
2. Paragraphs 123, 129, 171, 173, 220 and Appendix H of the Agreement are amended, and Appendix J is added to the Agreement, as follows:

**ARTICLE XVI
INSURANCES**

- 123.** Subject to the provisions contained in this Article XVI, paragraph 211, medical, dental, and vision insurance coverage are available to those faculty members, dependents, and Other Qualified Adults and Dependent Children of Other Qualified Adults (see APPENDIX J) subject to the applicable definitions, terms and conditions contained in Oakland's respective third-party insurance plan contracts, including without limitation those terms and conditions applicable to eligibility, coverage, preconditions and administration. Oakland will impute income, withhold taxes and otherwise account for the provision of all medical, dental, and vision insurance coverage as required by federal or state law or regulation, or the decision of any court of competent jurisdiction or administrative agency having jurisdiction.

**Letter of Agreement
Between
Oakland University and the
Oakland University Chapter, American Association of University Professors
Page 2**

**ARTICLE XVII
ENROLLMENT IN COURSES**

129. Tuition Waiver Benefit.

The spouse of any faculty member, dependent children of the faculty member less than 25 years of age, and/or Other Qualified Adult and Dependent Children of Other Qualified Adults less than 25 years of age (see APPENDIX J), if admitted to the University through its normal procedures, may enroll in any credit courses. For each such enrollment in a given section, the maximum enrollment for that section shall be increased by one, except where equipment limitations prohibit such adjustment. In no case shall such enrollments displace other students. This paragraph also shall apply to:

- a. the spouse, dependent children less than 25 years of age, and/or Other Qualified Adult and Dependent Children of Other Qualified Adults less than 25 years of age (see APPENDIX J) of a deceased or disabled full-time non-visiting faculty member, if the faculty member died or was disabled while employed as a full-time faculty member at Oakland; and,
- b. any dependent child less than 25 years of age of a retired faculty member and/or Dependent Children of an Other Qualified Adult less than 25 years of age (see APPENDIX J), if such child was enrolled and attending classes in the academic year session or semester immediately preceding the retirement date of the faculty member. The tuition waiver for the dependent child shall be available for up to five years from the date of retirement, until the completion of the degree for which the child was enrolled, or until the child reaches 25 years of age, whichever first occurs.

Oakland shall cover the cost of applicable tuition, defined by the undergraduate lower, undergraduate upper, graduate and doctoral rates in the Schedule of Tuition and Fees. For programs that charge tuition rates higher than those described above, the covered tuition will be limited to the rates defined above. Program specific fees shall be the responsibility of the student. Any credit hours generated by such enrollments shall be excluded from the calculations in Appendix B.

**Letter of Agreement
Between
Oakland University and the
Oakland University Chapter, American Association of University Professors
Page 3**

A special lecturer may transfer all or part of his/her tuition waiver benefit described in paragraph 103 to his/her spouse, dependent children less than 25 years of age and/or Other Qualified Adult and Dependent Children of Other Qualified Adults less than 25 years of age (see APPENDIX J). The tuition waiver shall not apply to the programs of the OUWBSOM. If isolated courses or modules for credit are developed by the OUWBSOM, they shall be eligible for the tuition waiver benefit.

**ARTICLE XX
LEAVES WITH PAY**

171. Absence. Three kinds of absence are described in this paragraph:

- b. A faculty member requiring bereavement leave for the death of a spouse, child, parent, parent-in-law, sibling, sibling-in-law, or Other Qualified Adult and Dependent Children of Other Qualified Adults (see APPENDIX J) shall receive three (3) days of leave. This may be extended to five (5) days with notification and approval of the department chair (in those units that have chairs) and dean.

**ARTICLE XXI
UNPAID AND PARTIAL LEAVE**

173. Leave of Absence. Leave of absence shall be granted to any full-time non-visiting faculty member upon the recommendation of his or her department chairperson, if any, and upon approval by Oakland. Two kinds of leaves of absence are described in this Article:

- b. Partial leave of absence during which time a faculty member will receive a reduction in teaching load. Such leaves may be used for a variety of purposes, including, but not limited to, such things as child care, care of a spouse or parent, care of an Other Qualified Adult and Dependent children of Other Qualified Adults (see APPENDIX J), professional development activities, including where appropriate pursuit of advanced degrees, or special professional opportunities of limited duration.

**Letter of Agreement
Between
Oakland University and the
Oakland University Chapter, American Association of University Professors
Page 4**

**ARTICLE XXXV
APPENDICES**

220. Appendices A, B, C, D, E, F, G, H, I and J shall be part of this Agreement and shall be fully enforceable under this Agreement.

**APPENDIX H
LETTER OF AGREEMENT**

This letter supplements the collective bargaining agreement entered into between the Board of Trustees of Oakland University and the Oakland University Chapter of the American Association of University Professors effective August 15, 2009 through August 14, 2012.

3. Spouses and dependent children of faculty members enrolled as of August 15, 2006, and who are Other Qualified Adults and Dependent Children of Other Qualified Adults (see APPENDIX J), in academic programs that charge higher tuition rates than those defined in the Schedule of Tuition and Fees shall have the total cost of the program covered by Oakland until the completion of the degree.

**APPENDIX J
OTHER QUALIFIED ADULTS AND THEIR DEPENDENTS**

The parties intend that the terms and conditions that apply to faculty and their dependents apply equally to Other Qualified Adults and Dependent Children of Other Qualified Adults, and this Agreement shall in all cases be interpreted and applied so as to give effect to that intent.

An **Other Qualified Adult** means an individual who meets all of the following eligibility requirements, to Oakland's satisfaction, at the time a faculty member makes a request for the tuition waiver benefit, a leave with pay or an unpaid or partial leave:

**Letter of Agreement
Between
Oakland University and the
Oakland University Chapter, American Association of University Professors
Page 5**

- (1) is not the spouse of the faculty member;
- (2) has shared a residence with the faculty member for eighteen (18) continuous months prior to a request for one of the aforementioned benefits;
- (3) is neither an employee of the owner of the residence in which the faculty member resides, nor a landlord, tenant or border;
- (4) is at least twenty-six (26) years of age;
- (5) is financially interdependent with the faculty member;
- (6) has no familial relationship to the faculty member;
- (7) is not married to someone other than the faculty member;
- (8) is not a dependent of the faculty member as defined by the Internal Revenue Code as amended from time to time and the regulations promulgated thereunder; and
- (9) is not an undocumented immigrant.

A Dependent of an Other Qualified Adult means an individual who meets all of the following eligibility requirements to Oakland's satisfaction:

- (1) is a dependent of the Other Qualified Adult as defined by the Internal Revenue Code as amended from time to time and the regulations promulgated thereunder; and
 - (2) is not married.
3. This LOA and the amendments to the Agreement shall become effective only after ratification by a vote of the Association's membership and upon approval of Oakland's Board of Trustees.

On Behalf of the Association

David Garfinkle
President

Dated: _____

On Behalf of Oakland

Virinder K. Moudgil
Senior Vice President for Academic Affairs and Provost

Dated: _____

**Letter of Agreement
Between
Oakland University
and the
Oakland University Campus Maintenance & Trades**

This letter of agreement ("LOA") is entered into by and between Oakland University ("University") and the Michigan Education Association (MEA) OUCMT ("Association").

Recitals

WHEREAS, the University and the Association (collectively the "Parties") are Parties to a 2008-2011 Collective Bargaining Agreement ("Agreement"); and

WHEREAS, the Parties are committed to diversity and inclusion and building a community that welcomes and honors all people.

NOW, THEREFORE, the Parties agree as follows:

Letter of Agreement

1. The foregoing Recitals are incorporated into this LOA by this reference.
2. Paragraphs 36.2, 38.4, 58.5, 58.6, 58.7 and 58.8 of the Agreement are amended as follows:

**ARTICLE XXXVI
BEREAVEMENT TIME**

- 36.2 Definition of Immediate Family. The immediate family shall be interpreted as including: wife or husband, child, step-child, father, mother, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandfather, grandmother, grandchild, step-father, step-mother, half-brother, half-sister, Other Qualified Adult and Dependent Children of Other Qualified Adults. The Employer and the Association intend that the terms and conditions that apply to employees and their dependents apply equally to Other Qualified Adults and Dependent Children of Other Qualified Adults, and this Agreement shall in all cases be interpreted and applied so as to give effect to that intent.

Other Qualified Adults and Dependent Children of Other Qualified Adults shall be interpreted as including:

- a) Other Qualified Adult means an individual who meets all of the following eligibility requirements, to Oakland's satisfaction, at the time an employee makes a request for benefits:

**Letter of Agreement
Between
Oakland University and the
Oakland University Campus Maintenance and Trades
Page 2**

- (1) is not the spouse of the employee;
 - (2) has shared a residence with the employee for eighteen (18) continuous months prior to a request for benefits;
 - (3) is neither employed by the owner of the residence in which the employee resides, nor a landlord, tenant or border;
 - (4) is at least twenty-six (26) years of age;
 - (5) is financially interdependent with the employee;
 - (6) has no familial relationship to the employee;
 - (7) is not married to someone other than the employee;
 - (8) is not a dependent of the employee as defined by the Internal Revenue Code as amended from time to time and the regulations promulgated thereunder; and
 - (9) is not an undocumented immigrant.
- b) Dependent of an Other Qualified Adult means an individual who meets all of the following eligibility requirements to Oakland's satisfaction:
- (1) is a dependent of the Other Qualified Adult as defined by the Internal Revenue Code as amended from time to time and the regulations promulgated thereunder; and
 - (2) is not married.

ARTICLE XXXVIII
SICK TIME

38.4 Availability. Sick time shall be available for use by employees for the following purposes:

- d) Acute and serious personal illness of a husband, wife, son or daughter (natural or adopted or step) who is a dependent child, parent or step- parent, Other Qualified Adult and Dependent Children of Other Qualified Adults, which requires the employee to provide care to said person during the employee's work schedule. "Required to provide care" means that no other arrangements are possible.

ARTICLE LXIII
CAREER DEVELOPMENT

- 58.5 Partial Tuition Waiver. The University has established a partial tuition waiver program for dependent children, spouses and Other Qualified Adults and Dependent Children of Other Qualified Adults of employees.
- 58.6 Eligibility. Subject to the other provisions of this article, a dependent child, spouse, or Other Qualified Adult and Dependent Children of Other Qualified Adults of an employee who meets the eligibility criteria for participation in the Career Development Program as described above in paragraph 58.2a, is eligible for partial tuition waiver for undergraduate or graduate courses if the dependent child, spouse or Other Qualified Adult and Dependent Children of Other Qualified Adults is attending the University as a regularly enrolled student working towards a degree or certificate granting program to be awarded by the University. The Internal Revenue Service's definition of dependent child for federal income tax purposes shall apply.
- 58.7 Requirements and Provisions
- A. Dependent children, spouse or Other Qualified Adult and Dependent Children of Other Qualified Adults tuition waiver applications will be accepted from the first day of the semester preceding the semester in which the course for which funding is sought is offered, and no later than the drop/add date for the semester. Late and incomplete applications will be rejected.
 - B. The University will waive 50% of the cost of the eligible dependent child's, spouse's and/or Other Qualified Adult and Dependent Children of Other Qualified Adults tuition, up to a maximum of thirty-two (32) credit hours per fiscal year (with a maximum of sixteen (16) credit hours per semester).
 - C. The dependent children, spouse, and/or Other Qualified Adult and Dependent Children of Other Qualified Adults must apply and be accepted into a degree or certificate granting program at the University or as a guest student.

**Letter of Agreement
Between
Oakland University and the
Oakland University Campus Maintenance and Trades
Page 4**

58.8 Proof of Successful Completion of Course

- A. Funding for an undergraduate course(s) is contingent upon the dependent child or spouse or Other Qualified Adult and Dependent Children of Other Qualified Adults receiving a grade of at least "2.0" on a "4.0" scale. Failure to achieve a 2.0 or better in a course will result in debiting of previously credited funds for that course and the course will still count towards the thirty-two (32) credit limit for that University fiscal year.
 - B. Funding for a graduate course(s) is contingent upon the dependent child or spouse or Other Qualified Adult and Dependent Children of Other Qualified Adults receiving a grade of at least "3.0" on a "4.0" scale. Failure to achieve a 3.0 or better in a course will result in debiting of the previously credited funds for that course and the course will still count towards the thirty-two (32) credit limit for that University fiscal year.
 - C. In the event of a withdrawal from or unsuccessful completion of a funded course, UHR will debit the dependent child's or spouse's or Other Qualified Adult's or Dependent Children of Other Qualified Adults' student account for amounts credited to the student account by UHR for that course and the course will still count towards the employee's thirty-two (32) credit limit for that University fiscal year.
3. This LOA and the amendments to the Agreement shall become effective only after ratification by a vote of the Association's membership and upon approval of the University's Board of Trustees.

On Behalf of the Association

Alvin Johnson
President

Dated: _____

On Behalf of the University

Ronald P. Watson
Assistant Vice President for Human Resources

Dated: _____

**Letter of Agreement
Between
Oakland University
and the
Oakland University Professional Support Association**

This letter of agreement ("LOA") is entered into by and between Oakland University ("University") and the Michigan Education Association (MEA)/National Education Association (NEA), Oakland University Professional Support Association (OUPSA) ("Association").

Recitals

WHEREAS, the University and the Association (collectively the "Parties") are Parties to a 2008-2011 Collective Bargaining Agreement ("Agreement"); and

WHEREAS, the Parties are committed to diversity and inclusion and building a community that welcomes and honors all people.

NOW, THEREFORE, the Parties agree as follows:

Letter of Agreement

1. The foregoing Recitals are incorporated into this LOA by this reference.
2. Paragraphs 148, 164, 225, 226, 227 and 228, and Appendix G, of the Agreement are amended as follows:

**ARTICLE XVII
SICK LEAVE**

148. Sick-time with pay will be authorized for the following reasons:

- d. Acute and serious personal illness of a husband, wife, dependent child (natural or adopted or step), parent or step parent or Other Qualified Adult and Dependent Children of Other Qualified Adults, which requires the employee to provide care to said person during the employee's normal work schedule.

ARTICLE XX
TIME OFF WITH PAY

164. Bereavement Time. In the event of a death in an employee's immediate family, the employee will receive bereavement time with pay from the day of death until the day following the funeral, provided the period does not exceed three (3) working days. For the purpose of this paragraph the immediate family is defined as: spouse, child, parent, brother, sister, mother/father-in-law, sister/brother-in-law, daughter/son-in-law, grandparent, grandchild, step-parent, step-child, step-sister/brother, half-sister/brother and Other Qualified Adult and Dependent Children of Other Qualified Adults.

ARTICLE XXVII
CAREER DEVELOPMENT

225. Partial Tuition Waiver. The University has established a partial tuition waiver program for dependent children, spouses and Other Qualified Adults and Dependent Children of Other Qualified Adults of CTs.
226. Eligibility. Subject to the other provisions of this article, a dependent child, spouse or Other Qualified Adult and Dependent Children of Other Qualified Adults of a CT who meets the eligibility criteria for participation in the Career Development Program as described above in paragraph 222, is eligible for partial tuition waiver for undergraduate or graduate courses if the dependent child, spouse or Other Qualified Adult and Dependent Children of Other Qualified Adults is attending the University as a regularly enrolled student working toward a degree or certificate granting program to be awarded by the University. The Internal Revenue Service's definition of dependent child for federal income tax purposes shall apply.
227. Requirements and Provisions.
- A. Dependent children, spouse or Other Qualified Adult and Dependent Children of Other Qualified Adults tuition waiver applications will be accepted from the first day of the semester preceding the semester in which the course for which funding is sought is offered, and no later than the drop/add date for the semester. Late and incomplete applications will be rejected.

**Letter of Agreement
Between
Oakland University and the
Oakland University Professional Support Association
Page 3**

- B. The University will waive 50% of the cost of the eligible dependent child's and/or spouse's and/or Other Qualified Adult and Dependent Children of Other Qualified Adults' tuition, up to a maximum of thirty-two (32) credit hours per fiscal year (with a maximum of sixteen (16) credit hours per semester).
- C. The dependent children and/or spouse and/or Other Qualified Adult and Dependent Children of Other Qualified Adults must apply and be accepted into a degree or certificate granting program at the University or as a guest student.

228. Proof of Successful Completion of Course.

- A. Funding for an undergraduate course(s) is contingent upon the dependent child, spouse or Other Qualified Adult and Dependent Children of Other Qualified Adults receiving a grade of at least "2.0" on a "4.0 scale". Failure to achieve a 2.0 or better in a course will result in debiting of previously credited funds for that course and the course will still count towards the thirty-two (32) credit limit for that University fiscal year.
- B. Funding for a graduate course(s) is contingent upon the dependent child, spouse or Other Qualified Adult and Dependent Children of Other Qualified Adults receiving a grade of at least "3.0" on a "4.0 scale". Failure to achieve a 3.0 or better in a course will result in debiting of the previously credited funds for that course and the course will still count towards the thirty-two (32) credit limit for that University fiscal year.
- C. In the event of a withdrawal from or unsuccessful completion of a funded course, UHR will debit the dependent child's, spouse's or Other Qualified Adult and Dependent Children of Other Qualified Adults' student account for amounts credited to the student account by UHR for that course and the course will still count towards the thirty-two (32) credit limit for that University fiscal year.

APPENDIX G
GLOSSARY OF TERMS

The parties intend that the terms and conditions that apply to CTs and their dependents apply equally to Other Qualified Adults and Dependent Children of Other Qualified Adults, and this Agreement shall in all cases be interpreted and applied so as to give effect to that intent.

DEPENDENT OF AN OTHER QUALIFIED ADULT

For purposes of this contract, Dependent of an Other Qualified Adult means an individual who meets all of the following eligibility requirements to Oakland's satisfaction:

- (1) is a dependent of the Other Qualified Adult as defined by the Internal Revenue Code as amended from time to time and the regulations promulgated thereunder; and
- (2) is not married.

OTHER QUALIFIED ADULT

For the purpose of this contract, Other Qualified Adult means an individual who meets all of the following eligibility requirements, to Oakland's satisfaction, at the time a CT makes a request for sick leave, time off with pay, or career development benefits:

- (1) is not the spouse of the CT;
- (2) has shared a residence with the CT for eighteen (18) continuous months prior to a request for one of the aforementioned benefits;
- (3) is neither an employee of the owner of the residence in which the CT resides, nor a landlord, tenant or border;
- (4) is at least twenty-six (26) years of age;
- (5) is financially interdependent with the CT;
- (6) has no familial relationship to the CT;
- (7) is not married to someone other than the CT;
- (8) is not a dependent of the CT as defined by the Internal Revenue Code as amended from time to time and the regulations promulgated thereunder; and
- (9) is not an undocumented immigrant.

**Letter of Agreement
Between
Oakland University and the
Oakland University Professional Support Association
Page 5**

3. This LOA and the amendments to the Agreement shall become effective only after ratification by a vote of the Association's membership and upon approval of the University's Board of Trustees.

On Behalf of the Association

_____ Dated: _____
Geoffrey Johnson
President

On Behalf of the University

_____ Dated: _____
Ronald P. Watson
Assistant Vice President for Human Resources

**Letter of Agreement
Between
Oakland University
and the
Police Officers Association of Michigan**

This letter of agreement ("LOA") is entered into by and between Oakland University ("Employer") and the Police Officers Association of Michigan ("POAM").

Recitals

WHEREAS, the Employer and the POAM (collectively the "Parties") are Parties to a 2008-2011 Collective Bargaining Agreement ("Agreement"); and

WHEREAS, the Parties are committed to diversity and inclusion and building a community that welcomes and honors all people.

NOW, THEREFORE, the Parties agree as follows:

Letter of Agreement

1. The foregoing Recitals are incorporated into this LOA by this reference.
2. Paragraphs 19.9, 20.1.D, 24.2 and 26.1.E of the Agreement are amended as follows:

19.9: Bereavement.

B. Definition of Immediate Family. The immediate family shall be interpreted as including: wife or husband, child, father, mother, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandfather, grandmother, grandchild, stepfather, stepmother, half-brother, half-sister, and Other Qualified Adult and Dependent Children of an Other Qualified Adult. In the case of death of an uncle, aunt, nephew, niece, or cousin, the employee will be allowed to use accrued personal, vacation, or compensatory time to attend the funeral. The Employer and the POAM intend that the terms and conditions that apply to employees and their dependents apply equally to Other Qualified Adults and Dependent Children of Other Qualified Adults, and this Agreement shall in all cases be interpreted and applied so as to give effect to that intent.

**Letter of Agreement
Between
Oakland University and the
Police Officers Association of Michigan
Page 2**

Other Qualified Adults and Dependent Children of Other Qualified Adults shall be interpreted as including:

a) Other Qualified Adult means an individual who meets all of the following eligibility requirements, to the Employer's satisfaction, at the time an employee makes a request for benefits:

- (1) is not the spouse of the employee;
- (2) has shared a residence with the employee for eighteen (18) continuous months prior to a request for benefits;
- (3) is neither employed by the owner of the residence in which the employee resides, nor a landlord, tenant or border;
- (4) is at least twenty-six (26) years of age;
- (5) is financially interdependent with the employee;
- (6) has no familial relationship to the employee;
- (7) is not married to someone other than the employee;
- (8) is not a dependent of the employee as defined by the Internal Revenue Code as amended from time to time and the regulations promulgated thereunder; and
- (9) is not an undocumented immigrant.

b) Dependent of an Other Qualified Adult means an individual who meets all of the following eligibility requirements to the Employer's satisfaction:

- (1) is a dependent of the Other Qualified Adult as defined by the Internal Revenue Code as amended from time to time and the regulations promulgated thereunder; and
- (2) is not married.

20.1: Sick Days.

All full-time Police Officers will be entitled to paid sick days earned at the rate of one-half (1/2) day for every two (2) weeks. A regular part-time Police Officer will be entitled to paid sick days proportionate to the time actually worked. All full-time Police Dispatchers will accrue paid sick days earned at the rate of one-half (1/2) day for every two (2) weeks. A regular part-time Dispatcher will be entitled to paid sick hours proportionate to the time actually worked. The maximum accumulation will be a total of one hundred and thirty (130) sick days. Sick days do not accrue while the employee is receiving short term disability (STD) or long term disability (LTD). Sick days will be authorized for the following reasons:

**Letter of Agreement
Between
Oakland University and the
Police Officers Association of Michigan
Page 2**

- D. Acute and serious illness of a husband, wife, parent/step-parent, son or daughter (natural or adopted or step), Other Qualified Adult or Dependent Child of an Other Qualified Adult who is a member of the employee's household which requires the employee to provide care to said persons during the employee's work schedule. "Required to provide care" means that no other arrangements are possible

24.2: Insured Benefits.

Effective January 1, 2006 the plans described below will be in effect:

For employees participating in a Plan described in 24.2A or 24.2B, the Employer shall make a monthly premium contribution up to the full cost of the least-cost HMO plan for the respective level of coverage (single, two-party, family and Other Qualified Adult). If the monthly premium for the plan selected for participation is greater than the monthly premium for the least-cost HMO, the employee shall pay the difference. If the monthly premium for the plan selected for participation is equal to or less than the monthly premium of the least-cost HMO, the Employer shall pay the full cost of the monthly premium.

Coverage continues to the end of the month if the employee resigns, is terminated or is laid off. An employee on leave without pay may keep the coverage in effect by arranging to pay the full premium through the Benefit and Compensation Services Office. Payment for benefits by the respective insurer under the plans offered is by "reasonable and customary" schedules (or according to schedules negotiated with preferred providers for these services)

26.1: Educational Benefits.

Position-related courses or career development courses taken at Oakland University by a Bargaining Unit member which are approved by the Chief of Police or his/her designee prior to enrollment (whether these courses are offered by the Division of Continuing Education or are regular credit offerings) shall qualify for tuition reimbursement as provided below:

**Letter of Agreement
Between
Oakland University and the
Police Officers Association of Michigan
Page 4**

- E. Dependents, spouses, Other Qualified Adults and Dependents of Other Qualified Adults of employees who meet the eligibility criteria for participation will be eligible to receive 50 percent (50%) tuition credit for OU courses(s), up to 32 credits per fiscal year. Dependents, spouses, Other Qualified Adults and Dependent Children of Other Qualified Adults and repayment guidelines as set in 26.1C above. Dependents and Dependent Children of Other Qualified Adults must meet the definition of the Internal Revenue Service for federal income tax purposes.
3. This LOA and the amendments to the Agreement shall become effective only after ratification by a vote of the POAM's membership and upon approval of the Employer's Board of Trustees.

On Behalf of the POAM

Brett Vanderford
President

Dated: _____

On Behalf of the Employer

Ronald P. Watson
Assistant Vice President for Human Resources

Dated: _____

**Letter of Agreement
Between
Oakland University
and the
Police Officers Labor Council**

This letter of agreement ("LOA") is entered into by and between Oakland University ("University") and the Police Officers Labor Council ("Union").

Recitals

WHEREAS, the University and the Union (collectively the "Parties") are Parties to a 2008-2011 Collective Bargaining Agreement ("Agreement"); and

WHEREAS, the Parties are committed to diversity and inclusion and building a community that welcomes and honors all people.

NOW, THEREFORE, the Parties agree as follows:

Letter of Agreement

1. The foregoing Recitals are incorporated into this LOA by this reference.
2. Paragraphs 86, 100, 101 and 133 of the Agreement are amended as follows:

**ARTICLE XVII
SICK TIME**

86. Sick Time Use. Sick time may be used in increments of one (1) hour or more for bona fide personal illness, disability, medical or dental treatment and for acute and serious personal illness of a husband, wife, son, daughter (natural or adopted or step), Other Qualified Adult and Dependent Children of an Other Qualified Adult who is a member of the employee's household which requires the employee to provide care to said person during the employee's work schedule. (Required to provide care means that no other arrangements are possible.) When there is excessive use of sick time as determined by the Chief of Police or his/her designee, the Chief of Police or his/her designee may require a physician's statement verifying the sick time usage.

ARTICLE XIX
OTHER LEAVES

100. Funeral Leave. If a death occurs in an employee's immediate family, the employee will be allowed funeral leave, up to a total of four (4) scheduled working days from the date of the death until the day after the funeral, without loss of pay to make necessary arrangements to attend the funeral. In the event of a death of the employee's spouse, child, Other Qualified Adult or Dependent Children of Other Qualified Adults the employee will be granted at his/her request five (5) days of unpaid personal leave.
101. Immediate Family. The immediate family will be defined as including: wife or husband, child, father, mother, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandfather, grandmother, grandchild, stepfather, stepmother, half-brother, half-sister and Other Qualified Adult and Dependent Children of an Other Qualified Adult. The University and the Union intend that the terms and conditions that apply to employees and their dependents apply equally to Other Qualified Adults and Dependent Children of Other Qualified Adults, and this Agreement shall in all cases be interpreted and applied so as to give effect to that intent.

Other Qualified Adults and Dependent Children of Other Qualified Adults shall be interpreted as including:

- a) Other Qualified Adult means an individual who meets all of the following eligibility requirements, to the University's satisfaction, at the time an employee makes a request for benefits:
- (1) is not the spouse of the employee;
 - (2) has shared a residence with the employee for eighteen (18) continuous months prior to a request for benefits;
 - (3) is neither employed by the owner of the residence in which the employee resides, nor a landlord, tenant or border;
 - (4) is at least twenty-six (26) years of age;
 - (5) is financially interdependent with the employee;
 - (6) has no familial relationship to the employee;
 - (7) is not married to someone other than the employee;
 - (8) is not a dependent of the employee as defined by the Internal Revenue Code as amended from time to time and the regulations promulgated thereunder; and
 - (9) is not an undocumented immigrant.

**Letter of Agreement
Between
Oakland University and the
Police Officers Labor Council
Page 3**

b) Dependent of an Other Qualified Adult means an individual who meets all of the following eligibility requirements to the University's satisfaction:

- (1) is a dependent of the Other Qualified Adult as defined by the Internal Revenue Code as amended from time to time and the regulations promulgated thereunder; and
- (2) is not married.

**ARTICLE XXVI
EDUCATIONAL BENEFITS**

133. Educational Benefits. Position related courses or career development courses taken at Oakland University by a Bargaining Unit member which are approved by the Chief of Police or his/her designee prior to enrollment, whether these courses are offered by the Division of Continuing Education or are regular credit offerings shall qualify for tuition reimbursement as provided below:

e) Dependents, spouses, Other Qualified Adults and Dependent Children of Other Qualified Adults of employees who meet the eligibility criteria for participation will be eligible to receive 50 percent (50%) tuition credit for OU courses(s), up to 32 credits per fiscal year. Dependents, spouses, Other Qualified Adults and Dependent Children of Other Qualified Adults repayment guidelines as set in 135c above. Dependents must meet the definition of the Internal Revenue Service for federal income tax purposes.

3. This LOA and the amendments to the Agreement shall become effective only after ratification by a vote of the Union's membership and upon approval of the University's Board of Trustees.

On Behalf of the Union

_____ Dated: _____
Richard L. Tomczak
President

On Behalf of the University

_____ Dated: _____
Ronald P. Watson
Assistant Vice President for Human Resources