

***Letter of Understanding
between
Livonia Paraprofessional Association (LPA)
and
Livonia Public Schools (LPS)
February 1, 2010**

The parties enter into this agreement for the remainder of the 2009-2010 school year and the 2010-2011 school year. This is a non-precedent setting agreement. All terms and provisions of the parties' current collective bargaining agreement which were scheduled to expire on June 30, 2010 shall remain in full force and effect through June 30, 2011, except as modified both temporarily and/or permanently as designated by this letter of understanding. The parties are willing to enter into the following agreement with the District because there has been a significant change in school funding and the unexpected reduction of the 20j money.

If 2.5 million or more dollars of school funding over those currently scheduled to be received by the District as of January 14, 2010 is received for the remainder of the 2009-2010 school year, all language changes identified in Section I of this agreement will be eliminated.

If during the term of this agreement, 7 million or more dollars of annual school funding is restored for the 2010-2011 school year above the amount as of January 14, 2010, it is agreed that the parties will meet to discuss the reduction/elimination of furlough days and the increased health care contribution scheduled for the 2010-2011 school year.

If this agreement stands and the requisite additional school funding referred to above is not available in the 2009-2011 school years, contractual language that has been modified or suspended in this agreement will revert to original language when this letter of understanding expires on June 29, 2011 with the exception of Section II of this agreement. The LPA Master Agreement will expire on June 30, 2011.

- I. The parties agree on the following for the remainder of the 2009-2010 school year.**

A. Article XVII – Inclement Weather will be temporarily modified so that the first two “Act of God”(snow days) days that are cancelled by the District for the 2009-2010 school years will be considered unpaid furlough days. If more than two days are cancelled, members will receive their regular compensation in excess of the two Act of God Days. In addition, each paraprofessional will have one vacation day deducted from their vacation day accumulation as defined in Article XI – Vacation Schedule. This modification will be temporary for the 2009-2010 school year. Article XVII – Inclement Weather and Article XI – Vacation Schedule will expire June 29, 2010 and will be in effect as written in the LPA Master Agreement 2008-2010 for bargaining the LPA 2011-2012 Master Agreement.

Special Note: (Article XI – After the vacation day accumulation is deducted for the 2009-10 school year, the vacation day accumulation chart will remain as written in the 2008-10 Master Agreement for the 2010-11 school year.)

a. LPA members will take furlough day(s) (unpaid), at the employee’s daily rate of pay, for two (2) days on which the entire school district is closed due to weather conditions, health concerns, or other “Acts of God.”

b. The pay deducted for the two furlough days will be spread out over 9 pays for the remainder of the 2009-10 school year.

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c. If the one “Act of God” (furlough) days are not scheduled by April 30, 2010, the parties agree to meet to discuss other options for furlough days. It is understood that if no agreement is reached, the pay for the day(s) worked will be reimbursed to the employee at the employee’s daily rate of pay in the last paycheck for the 2009-2010 school year.

d. An employee with 25 or more years of service credit in MPERS can opt to make a health care contribution deduction in lieu of the two unpaid furlough days. This option must be exercised in writing by February 10, 2010. The contribution will be pretax and will equal the equivalent of two days pay calculated at the individual base salary at current step and

spread out over 9 pays for the remainder of the 2009-10 school year.

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e. An employee who is within five years of retirement and who will be eligible to retire under MPSERS because of his/her ~~holds~~ credited years of service (e.g. purchased years, earned in another district) may also choose to take their furlough days deducted as an increase insurance contribution. Requests must be submitted in writing to the Director of Human Resources for approval by February 10, 2010.

f. An employee who opts out of the district provided insurance as defined in Article XIII Section A. may choose to have their cash in lieu payment reduced by taking the two furlough days as a deduction. This option must be exercised in writing by February 10, 2010 for the 2009-10 school year.

g. Personal business and individual sick leave days that have been "called in" or previously scheduled on furlough days will be considered a furlough and the personal day or sick day will not be deducted against the member's leave day bank.

B. The salary schedule outlined in Appendix A as defined in the 2008-2010 LPA Collective Bargaining Agreement will not be modified and will remain in place as written for the 2009-2010 and 2010-2011 school year.

C. There will be no reductions to the LPA bargaining unit in the 2009-10 school year and all laid off paraprofessionals will return to their original positions and FTE status.

D. Members who have been laid off prior to the implementation of this letter of understanding for three or more days will not be subject to the two furlough days and one vacation day deduction in the 2009-10 school year. Members who are recalled due to this letter of understanding and receive three days or more of unemployment compensation prior to returning to work will reimburse the District three days of unemployment compensation in lieu of the two furlough day reduction in salary and the deduction of the one

vacation day. Upon recall, members will be subject to the insurance contribution.

II. Contractual changes as identified in this section will go into effect immediately upon ratification for the remainder of the 2009-2010 school year and the 2010-11 school year. This language will be in effect when bargaining for the 2011-12 successor agreement.

A. Article XII Employee Absences and Leaves – Section C. (FMLA)

When a leave denoted as (1) and (2) above is granted, the leave must be taken in one (1) continuous increment, and must be concluded within twelve (12) months of the date of birth or placement. Employees granted each leave must utilize accumulated vacation days and accumulated personal business days and sick days (~~in that order~~) after which time the leave is unpaid.

The phrase - In that order – will be deleted (~~in that order~~) from all other sections of this provision so that members may choose which days they would like to access in these situations.

B. Article XIII – Insurance – The following adjustments (as indicated below) to this article will be in place upon ratification.

The employee further agrees to contribute to the cost of his/her District health insurance coverage at the current level of coverage as defined in the 2009-10 on a pre tax basis. The contribution will be taken out over nine pays beginning on February 19, 2010.

- single person coverage: \$14.00 per pay
- 2- person coverage: \$19.00 per pay
- family coverage: \$24.00 per pay .

The Chiropractic co pay will be increased to \$30.00.

C. The LPA members who are covered by the District health insurance as defined in Article XIII – Insurance - will increase their level of contribution on a pre tax basis by the amount below for the 2010-2011

school year, as long as the current level of coverage is maintained. This amount will be deducted from 20 pays.

Single coverage	\$28
Two-person coverage	\$38
Family coverage	\$48

D. Beginning in the 2010-11 school year the following will be added to Article XIII – Insurance- Section A. Qualifications

- a. New #4. Beginning in the 2010-11 school year, all new employees who qualify for health insurance coverage by working 25 or more hours per week will receive single coverage. Individuals who qualify for less than full family coverage may purchase the additional coverage through payroll deductions. This provision will not apply to members who are laid off and recalled to employment with the District prior to the implementation of this language. Laid off employees would return to the same level of coverage that the employee received prior to being laid off.**

E. Article III – Definitions – Section S. Obligation List – A list will be created and maintained from year to year of employees who are laid off or placed in a reduced assignment because of a reduction in force. Employees will remain on the list until he/she has been returned to his/her original bracket. Employees who refuse a recall position to his/her original classification will be removed from the list. ~~Employees who apply for and accept a transfer to another position in a different classification will lose his/her rights to be recalled to the previous classification.~~

F.-There will be no salary increase for the 2009-10 and 2010-11 school year and the Appendix A salary schedule will remain intact as currently listed in the LPA Master Agreement when bargaining begins for the 2011-12 school year.

G. Article XIX- Reduction in Force/Recall – Section D. Layoff and Reduction Procedures-

- a. No bargaining unit member shall be laid off or reduced in hours unless she/he shall have been notified of such layoff or reduction at least two (2) weeks prior to the end of the school year. The**

effective date of layoff will be June 30 except for probationary employees, who may be laid off or reduced with no notice requirement and who shall be laid off or reduced before seniority employees. **If a midyear reduction is necessary due to a reduction in school funding, paraprofessionals will receive a two (2) week notice prior to the effective date of the mid year layoff.** In addition, employees who did not get a reasonable assurance stamp before the end of the school year and who will not be laid off will be told their assignments two weeks prior to the start of the school year. A paraprofessional whose job is being eliminated or whose hours are reduced shall be reassigned according to the following procedures.

H. Article XIX – Reduction in Force/Recall – Section E. Laid off Employees

- a. **New #2 – *Upon notifying the District and fulfilling the application process to be a substitute, a laid off employee will be given the opportunity to be placed in a daily substitute position at his/her last regular rate prior to a substitute being hired from outside the bargaining unit.***
- b. **New #3. The District will fill the long-term substitute positions by seniority, with laid off LPA members from any classification, who have requested to work in such a position. When/if a long-term position becomes permanent, provisions of the LPA Master Agreement will be in effect to determine how the position will be filled permanently.**

III. For the 2010-2011 school year LPA and District agree to extend the current LPA Collective Bargaining Agreement with the following modifications:

- a. **Each LPA member will take two furlough days during the 2010-2011 school year. Article XVII – Inclement Weather will be modified for the 2010-11 school year only so that two furlough days will be “Act of God” days. This modification will expire on June 29, 2011.**
- b. **In addition each paraprofessional will have one vacation day deducted from their vacation day accumulation as defined in the 2008-10 LPA Master Agreement Article XI – Vacation Schedule.**

This modification will be temporary for the 2010-2011 school year and expire on June 28, 2011. Article XVII – Inclement Weather and Article XI – Vacation Schedule will expire on June 29, 2011 and will be in effect as written in the LPA Master Agreement 2008-2010 for bargaining the LPA 2011-2012 Master Agreement.

Special Note: (Article XI – After the vacation day accumulation is deducted for the 2010-11 school year, the vacation day accumulation chart will remain as written in the 2008-10 Master Agreement for the 2011-12 school year.)

- c. The salary schedule outlined in Appendix A as defined in the 2009-2010 LPA Collective Bargaining Agreement will not be modified and will remain in place as written for the 2009-2010 and 2010-2011 school year. Paychecks for the 2010-11 school year will be adjusted over 20 pays to cover the deducted furlough day pay.**
- d. An employee with 25 or more years of service credit in MPSERS can opt to take a pretax health care contribution deduction in lieu of the two unpaid furlough days. This option must be exercised in writing by August 1, 2010. The contribution will equal the equivalent of two days pay calculated at the individual base salary at current step and spread out over 20 pay periods in the 2010-11 school year.**
- e. An employee who is within five years of retirement and will be eligible to retire under MPSERS because of his/her credited years of service (e.g. purchased years, earned in another District) may also choose to take their furlough days deducted as an increase insurance contribution. Requests must be submitted in writing to the Director of Human Resources for approval by August 1, 2010.**
- f. An employee who opts out of the district provided insurance as defined in Article XIII, Section A may choose to have their cash in lieu payment reduced by taking the two furlough days as a deduction. This option must be exercised in writing by August 1, 2010.**

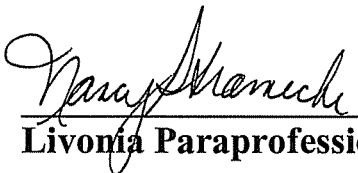
g. In exchange for the furlough days Article XII, Employee Absences and Leaves - Section G –Personal Business – Sections 1, 3 and 5 will be modified for the 2010-2011 school year and LPA members, upon giving notification to his/her immediate supervisor, will be allowed to use two (2) personal business days for the 2010-2011 school year without restrictions. The modification will expire June 29, 2011.

IV. During the term of this agreement which expires June 30, 2011, if any District consolidation plan is implemented all current LPA members will retain their seniority status and all rights and benefits as described in the current (2008-10) LPA Master Agreement.

V. The parties understand that this letter of understanding will require ratification from the LPA membership and the LPS School Board.

The parties further agree that if the combined revenue from federal, state and county sources (as identified by both parties in a separate document) is at least equal to the 2008-2009 level there will be no loss of LPA FTE positions in the 2010-2011 school year.

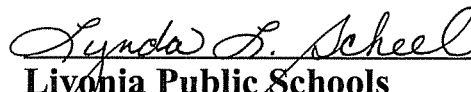
VI. The parties understand that this understanding is a non precedent setting agreement.




Livonia Paraprofessional Association

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Date



Livonia Public Schools


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