

**Letter of Agreement
Between
Utica Community Schools and the Utica Education Association**

Staff Reduction Leave of Absence

1. For the 2009-2010 school year only, eligible teachers will be given the opportunity to request a one (1) year Staff Reduction Leave of Absence, before previously announced involuntary layoffs otherwise take effect. All Staff Reduction Leaves of Absence shall commence on June 15, 2009, and terminate on June 18, 2010.
2. In order to be eligible for a Staff Reduction Leave of Absence a teacher must be presently assigned for the 2009-2010 school year to a position that can be staffed by an employee presently scheduled for involuntary layoff. Teachers who have, prior to the effective date of this Letter of Agreement requested and/or been granted a leave of absence for the 2009-2010 school year, or portion thereof, shall not be eligible for the Staff Reduction Leave of Absence. Teachers who have received notice of layoff for the 2009-10 school years are also ineligible. The decision of the Administration regarding the granting or denial of any such leave request is final and not subject to the grievance/arbitration process.
3. For the 2009-10 school year only, all UEA members at work, on a leave of absence, or on layoff will receive a full year of UCS seniority (184 days).
4. Staff Reduction Leaves of Absence are without salary or benefits; however staff members on the "Staff Reduction Leave" shall be eligible for a monthly benefit payment in the amount of Eight Hundred (\$800.00) Dollars payable the second pay of each month from September through June for a total sum of Eight Thousand (\$8000.00) Dollars. Staff members who are less than full time shall have this amount adjusted based on their FTE (.5 teacher will receive \$400.00).
5. Teachers granted a Staff Reduction Leave of Absence are permitted to seek and engage in other employment during the time of the Leave.
6. Teachers who wish to request a Staff Reduction Leave of Absence must make application to the Human Resources Office no later than Friday, July 10, 2009.
7. Requests for a Staff Reduction Leave of Absence once granted, are irrevocable by the teacher.
8. This Letter of Understanding shall not serve to establish any past practice or precedent of any sort between the parties hereto.
9. Participation in this program is voluntary and individuals granted a staff reduction leave are not eligible for unemployment/underemployment compensation.