

CONDITIONAL INCREASE
TENTATIVE AGREEMENT
March 15, 2013

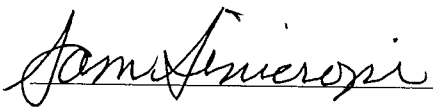
If the audited General Fund Balance as of June 30, 2013 and/or as of June 30, 2014 and/or as of June 30, 2015, exceeds Ten Million Dollars, the parties shall meet and agree on allocating 35% of the amount in excess of Ten Million Dollars to LSEA in on or off schedule compensation (inclusive of FICA and MPERS costs), not to exceed a 3% increase to the salary schedule, exclusive of step/lane increments. It is also understood and agreed that one-time revenue increases support only off schedule salary payments (*i.e.* "stipends"). Furthermore, there shall be no "on schedule" increases if there is an operating deficit in the fiscal year in which the payment is made.

Definition of Terms

"General fund balance" will be equal to the unassigned general fund balance (see audit report). This means, total fund balance, less non spendable designations (*i.e.* prepaid expenditures and inventories) less Restricted, less Assigned (*i.e.* allocated to cover budget deficit in subsequent year)

"General fund expenditures" used in the calculations will include all general fund expenditures and operating transfers for the fiscal period (see audit report: "Total expenditures" and under "Other financing sources (uses)" see "Transfers out"). Total Expenditures plus transfers out (note: transfers in are revenues – *i.e.* incoming from food service and proceeds from sale of capital assets would be excluded per the paragraph before.

For Example: Per the audit report for the year ended June 30, 2012: Total expenditures: \$148,767,353 plus transfers out \$969,000 = Total General Fund expenditures of \$149,736,353.



Lansing School District 3-15-13



LSEA

3/15/13

TENTATIVE AGREEMENT
(Noneconomic Language Issues)
March 15, 2013

ARTICLE 17 (Dues/Payroll Deduction)

The parties agree that if the District's funding is reduced/penalized by legislative action for extending Article 17, then the applicable sections of Article 17 shall be suspended (absent injunctive relief). If a member of the bargaining unit attempts to opt out consistent with the decision in *MEA v Dame*, 2003 WL 178808 (January 24, 2003) during the period of suspension, the District shall escrow applicable dues amounts. If funding is reinstated or a court of competent jurisdiction determines that the funding reduction/penalty imposed for extending Article 17 is unlawful, the suspension of Article 17 shall immediately be lifted and escrowed amounts plus interest shall be remitted to the Association.

If a court of competent jurisdiction determines that the funding reduction/penalty imposed for extending Article 17 is lawful, then the issue of whether to reduce employee compensation shall be determined by the Association. If the Association elects to reduce employee compensation to address the loss of revenue, the suspension of Article 17 shall immediately be lifted and escrowed amounts shall be remitted to the association. If the Association does not elect to reduce employee compensation to address the loss of revenue, then the parties agree that Article 17 shall be retained in the master agreement, but shall have no effect unless PA 349 of 2012 is repealed or funding is reinstated.

ARTICLE 18 (Insurance)

The parties agree that if the District's funding is reduced for allocating the agreed upon full family cap amount towards the aggregate pool under PA 152 of 2011 for individual and one child subscribers, the District shall escrow (absent injunctive relief) the difference between the agreed upon full family cap amount and the agreed upon individual and spouse cap amount. In the event a court of competent jurisdiction determines that the full family amount is inclusive of individual and one child subscribers, then the escrowed amounts plus interest shall be remitted back to LSEA members to reimburse excess out of pocket premium contribution amounts incurred. The remittance shall be consistent with the smoothing formula in place during the period of escrow, if any.

If a court of competent jurisdiction determines that individual and one child is inclusive of individual and spouse under PA 152 of 2011, then the parties shall reconvene to calculate and adjust the smoothing based upon the modified aggregate pool.

ARTICLE 28 (Duration)

With the exception of Article 17, all non-economic language in the collective bargaining agreement shall be effective July 1, 2013 and continue in effect until June, 30 2018. However, Article 17 shall be effective immediately upon ratification of this agreement and shall continue in effect until June 30, 2018.

Lansing Schools Education Association,
MEA/NEA

Board of Education of the
Lansing School District

By: *Patricia Seidl*
3/15/13
10:15p.m.

By: *Virginia Anderson* *3/15/13*

Planning Time Stipend Tentative Agreement

LSEA members who are not assigned a planning period (as specified within Article 8 B2(b), C2, or D3, as applicable of the 2009-2011 LSEA agreement) due to the agreement for 2013-18 shall receive an off schedule stipend payment as follows, which shall be pro-rated for less than full-time members and over the number of student days (173):

2013-14 school year

\$5,000 annually

\$6,000 annually

If audited fall enrollment for 2013-14 is 12,260 students or greater.

\$6,500 annually

If the audited fall enrollment for 2013-14 is 100 students or more than the 2012-13 audited fall enrollment.

2014-15 school year

\$5,000 annually

\$6,000 annually

If the audited fall enrollment for 2014-15 is equal to 98.3% or higher than the audited fall enrollment for 2013-14.

\$6,500 annually

If audited fall enrollment for 2014-15 increases 100 students or more than the 2013-14 audited fall enrollment.

The District will explore ways to provide support to elementary teachers in the delivery of art, music, physical education and media curriculum/instruction at no charge back to the settlement, and will consult with the LSEA about the nature of the support.

For LSEA

For LSD

Patricia Lopez 3/15/13 10:11 p.m.
Virginia Cochran 3/15/13

Elementary Lunch Tentative Agreement

The parties agree that for the duration of this contract that elementary teachers shall have a 40 minute duty free lunch period.

For LSEA
For LSD

Patti Seidl 3/15/13
Sam Ferguson 3/15/13

One additional Personal Day Tentative Agreement

Modification to Article 14

All LSEA members shall be allocated three (3) personal days, one additional to the two identified in Article 14.A. These three days shall be prorated for employees hired after the beginning of the school year as detailed in Article 14.D

For LSEA

Patricia Lyall 3/15/13

For LSD

Virginia Johnson 3/15/13

Co-Curricular Realignment Tentative Agreement

The parties agree to meet to realign the co-curricular positions detailed in Article 18, so that the positions delineated are most compatible with the new grade level configurations of our school buildings. The intent of this realignment is not to increase nor diminish the number or type of positions that are detailed in the contract. Nor is the purpose to improve or diminish the compensation for the positions detailed in the contract, but rather to ensure that the positions detailed in the new contract better align with the new grade level assignments within each of the remaining Lansing schools.

For LSEA

Patricia Leigh 3/15/13

For LSD

Virginia Johnson 3/15/13

Step and Salary Freeze
No Lane Freeze
Tentative Agreement

The parties agree that for school years 2013-14 and 2014-15 there shall be no wage increase applied to the salary schedule or other rates of compensation defined in the collective bargaining agreement (CBA). The salary schedule shall remain the same as was utilized for school year 2012-13. The members of the LSEA shall remain at the same salary step for each year of this contract (wages through June 30th, 2015). Those members completing the necessary requirements to move laterally on the salary schedule shall be advanced as defined in the CBA for column advancement (Article 18.F). There shall be no **additional** compensation (salary schedule, stipends or other rates of compensation, step or lane advancement) paid after June 30, 2015 unless the parties mutually agree.

For LSEA

For LSD

Patricia Gaud 3/15/13
Sam Finlay 3-15-13

Athletic Directors Tentative Agreement

The parties agree that the position of High School Athletic Director, currently one in each of the three high schools, shall no longer be positions within the LSEA bargaining unit beginning July 1st, 2013. All middle school athletic directors and all assistant athletic directors shall remain positions within the LSEA bargaining Unit.

For LSEA

Patti Lual 3/15/13

For LSD

Sam Simpson 3/15/13

TENTATIVE AGREEMENT
(All Noneconomic Language Issues Involving PA 103 Discussions)
March 15, 2013

The LSEA has had the opportunity to review the proposed modifications to the master agreement that have been suggested by the District's legal counsel in response to amendments to Section 15(3) of PERA.¹ Upon review and consideration, the Association is amenable to the proposed deletions (albeit not subject to bargaining), with the exceptions delineated below for matters not covered by Section 15(3) of PERA, and therefore still subject to bargaining:

ARTICLE 1(A)

Amend to read, "The term 'ancillary staff' when used hereinafter in this agreement shall refer to all hourly and salaried employees within the unit who are not covered by the Michigan Teachers' Tenure Act"

ARTICLE 6

Retain current language with regard to ancillary staff.

ARTICLE 11(E 1-4) - (Page 47)

Replace "ancillary staff" with the term "employee" in (1) and (4).

ARTICLE 11(H) - (Page 49)

As ancillary staff is not covered by the Tenure Act, the non-renewal time period should remain at four years for such individuals and should not be increased to five years.

APPENDIX G

Teaching experience should not be deleted from the screening grid for ancillary staff in Appendix G.

APPENDIX I

Appendix I (goodness of fit) should not be deleted for ancillary staff.

APPENDIX L

Appendix L (displacement) should not be deleted for ancillary staff (inclusive of hourly) as they are not covered by the MTTA.

*11/8/13
PS
8:32pm
Strike Appendix I
all reference to it
in contract*

¹ Document received via e-mail from Barb Ruga at 10:16 pm on Wednesday January 16, 2013.

High School 2013 - 2014 Calendar

MONTH	MON	TUES	WED	THURS	FRI	TCH DAYS	STU DAYS	
AUGUST			28	29	30	2	0	8/28 Teachers 1/2 day for setup .. 1/2 day for principal 8/29 PD full day
SEPTEMBER	1	2	3	4	5	4	4	9/3 Student First Day
	9	10	11	12	13	5	5	KEY:
	16	17	18	19	20	5	5	
	23	24	25	26	27	5	5	
OCTOBER	30	1	2	3	4	5	5	
	7	8	9	10	11	5	5	
	14	15	16	17	18	5	5	
	21	22	23	24	25	5	5	
	28	29	30	31		4	4	
NOVEMBER					1	1	1	
	4	5	6	7	8	4	4	11/5 NCO Day
	11	12	13	14	15	5	5	
	18	19	20	21	22	2	2	
	25	26	27	28	29	5	5	11/27-29 Happy Thanksgiving!
DECEMBER	2	3	4	5	6	5	5	
	9	10	11	12	13	5	5	
	16	17	18	19	20	5	5	
						0	0	12/23-1/3 Winter Break
						0	0	
JANUARY						0	0	
	6	7	8	9	10	5	5	
	13	14	15	16	17	5	5	1/20 MLK Day
	20	21	22	23	24	3	3	1/23 district wide/planning/records
	27	28	29	30	31	5	5	1/24 NO SCHOOL - teachers have access to bld
FEBRUARY	3	4	5	6	7	5	5	
	10	11	12	13	14	4	4	* NO SCHOOL students
	17	18	19	20	21	4	4	2/17 Presidents' Day
	24	25	26	27	28	5	5	
MARCH	3	4	5	6	7	5	4	3/4 PD/Testing Day
	10	11	12	13	14	5	5	
	17	18	19	20	21	5	5	
	24	25	26	27	28	5	5	
APRIL	31	1	2	3	4	4	4	
						0	0	4/7-4/11 Spring Break
	14	15	16	17	18	5	5	4/18 Good Friday NCO
	21	22	23	24	25	5	5	
	28	29	30			3	3	
MAY				1	2	2	2	
	5	6	7	8	9	5	5	
	12	13	14	15	16	5	5	
	19	20	21	22	23	5	5	
		27	28	29	30	4	4	5/26 Memorial Day
JUNE	2	3			1/2 day*	5	5	*All Schools Last Day
	Total					176	173	

Notes:

- * PD on 8/29 and 3/4. (Total of 12 hours PD, all hours counting toward student instruction.)
- * 12 hours of mandatory staff meetings to be held during the year, During those 12 hours, a total of 3 hours of PD will occur, all counting toward student instruction.
- * 5 mandatory half days of PD (total of 15 hours, all counting towards student instruction.)
- * total PD hours counting towards instruction = 12 + 3 + 15 = 30 hours
- * Optional PD time is defined as outside of the duty day. Teachers are free to leave.

Elementary School 2013 - 2014 Calendar

MONTH	MON	TUES	WED	THURS	FRI	TCH DAYS	STU DAYS	
AUGUST			28	29		2	0	8/28 Teachers 1/2 day for setup .. 1/2 day for principal 8/29 PD full day
SEPTEMBER		3	4	5	6	4	4	9/3 Student First Day
	9	10	11	12	13	5	5	KEY:
	16	17	18	19	20	5	5	Required Full Day PD
	23	24	25	26	27	5	5	Required 1/2 day PD
								1/2 Day planning for Elem Only
OCTOBER	30	1	2	3	4	5	5	Optional Full Day PD
	7	8	9	10	11	5	5	No School
	14	15	16	17	18	5	5	
	21	22	23	24	25	5	5	
	28	29	30	1/2 day*		4	4	*elementary only - planning
NOVEMBER					1	1	1	
	4		6	7	8	4	4	11/5 NCO Day
	11	12	13	14	15	5	5	
	18	19	20	21	22	2	2	
	25	26				5	5	11/27-29 Happy Thanksgiving!
DECEMBER	2	3	4	5	6	5	5	
	9	10	11	12	13	5	5	
	16	17	18	19	20	5	5	
						0	0	12/23-1/3 Winter Break
						0	0	
JANUARY						0	0	
	6	7	8	9	10	5	5	
	13	14	15	16	17	5	5	1/20 MLK Day
		21	22	1/2day*		3	3	1/23 district wide/planning/records
	27	28	29	30	31	5	5	1/24 NO SCHOOL - teachers have access to bld
FEBRUARY	3	4	5	6	7	5	5	
	10	11	12	13		4	4	* NO SCHOOL students
		18	19	20	21	4	4	2/17 Presidents' Day
	24	25	26	27	28	5	5	
MARCH	3	4	5	6	7	5	4	3/4 PD/Testing Day
	10	11	12	13	14	5	5	
	17	18	19	20	21	5	5	
	24	25	26	27	28	5	5	
APRIL	31	1	2	3	4	4	4	
						0	0	4/7-4/11 Spring Break
	14	15	16	17		5	5	4/18 Good Friday NCO
	21	22	23	24	25	5	5	
	28	29	30			3	3	
MAY				1	2	2	2	
	5	6	7	8	9	5	5	
	12	13	14	15	16	5	5	
	19	20	21	22	1/2 day*	5	5	*elementary only - planning
		27	28	29	30	4	4	5/26 Memorial Day
JUNE	2	3	4	5	1/2 day*	5	5	*All Schools Last Day
	Total					176	173	

Notes:

- * PD on 8/29 and 3/4. (Total of 12 hours PD, all hours counting toward student instruction.)
- * 12 hours of mandatory staff meetings to be held during the year, 3 of those hours during the teacher 1/2 day setup day. During those 12 hours, a total of 3 hours of PD will occur, all counting toward student instruction.
- * 5 mandatory half days of PD (total of 15 hours, all counting towards student instruction.)
- * total PD hours counting towards instruction = 12 + 3 + 15 =30 hours
- * Optional PD time is defined as outside of the duty day. Teachers are free to leave.

**Department Release Time
Furlough Days
Tentative Agreement**

The parties agree to modify Article 5.G.1 to reflect that the one hour of release time is not an option for the duration of this contract but rather the department chair persons shall receive a stipend of 12% of the BA Base, with the team incentive payment of \$10,000, as reflected in Article 5.G.6., unless the parties otherwise agree.

The parties agree that for the duration of this contract that there shall be no (0) furlough days on the part of LSEA members. The furlough days specific to "act of god days" that were present for the 2012-13 school year are no longer included in the LSD/LSEA collective bargaining agreement, unless the parties otherwise agree.

For LSEA

A handwritten signature in cursive script, appearing to read "Pat L. Seal", written over a horizontal line.

For LSD

A handwritten signature in cursive script, appearing to read "Virginia Acheson", written over a horizontal line.