

LASA  
6-27-11

LSD TO LASA: Tentative Bargaining Agreement (T.A.)

June 27, 2011

8:20 AM Counter LSD to LASA

The Board is firmly committed to the higher paid District employees paying 15% of the premium, including Cabinet, LASA and LSEA. Its counter to LASA reflects this commitment.

Delete #1

1. ONE UNPAID furlough day on August 15, 2011. Salary will thus be reduced by ONE ~~two~~ day's pay in 2011-2012.
2. No salary increase. No stipends or other payments of any kind shall increase in 2011-2012 over 2010-2011.
3. No steps.
4. As of 8.1.11, Insurance – MESSA Choices II with
  - o \$500/\$1000 deductible with \$150/300 reimbursement with receipts\*
  - o \$20 OV
  - o Rx Saver
  - o Pay 15% cost on all insurance premiums starting 7.1.11
  - o Insurance Study Committee to review other carriers and make recommendation for 1/1/12 or later (note: this is districtwide committee)
    - LASA shall consider recommendation (clarify: don't have to agree)
5. Will comply with SB 158 – see language below.

If an Emergency Manager is appointed by the State under PA 4 of 2011, (Fiscal Accountability Act), the emergency manager may reject, modify, or terminate the Collective Bargaining Agreement in accordance with law. This clause is included in this agreement because it is legally required by state law and not as a result of agreement of the parties.

6. 2011-12 bargaining agreement will extend language and all other incentives, stipends etc. from previous 2010 contract through 6.30.12, subject to understanding that no such incentives or stipends, etc. shall increase in 2011-2012 over the 2010-2011 level.
7. LASA Contract **economic terms only expire 6/30/12.**
8. If any other group receives a wage or benefit compensation resulting in an increase in wages or benefits in 2011-12, LASA shall be compensated in a similar fashion.<sup>1</sup>

---

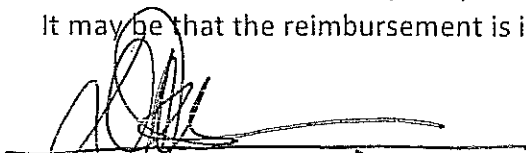
<sup>1</sup> This includes Cabinet, LASA and all groups participating in Super Team. LASA agrees that the following variances do not violate the "me too" clause for the reasons stated: (1) LEA's furlough days

9. LASA and the Board of Education will continue to pursue a fair and competitive salary in future negotiations, subject to available resources and other reasonable factors.

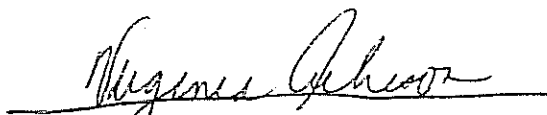
Delete #10

10. ~~Provided that there are no qualified administrators on the recall list, the Board may, during 2011-2012, for one year, employ administrators through a third party subcontract, without violating the LASA agreement. It is understood that the Board shall bid non-instructional support positions within LASA during 2011-2012. (This is a statement of fact – no response is required, and this sentence does not have to be placed in any TA or the ultimate contract.)~~
11. If the audited 2011-2012 fund balance exceeds 5% of general fund expenditures, 50% of the amount in excess of 5%, shall be set aside. Of that 50% share, LASA shall receive in off schedule stipends, its % share of that amount. e.g., if LASA is 5% of the wages and benefits expenditures in LSD, LASA would receive 5% of the 50% in off schedule stipends.
12. The parties may mutually identify non-economic terms or conditions to be bargained during 11-12. Other non-economic terms shall extend to the end of 12-13, as part of this TA, provided LASA ratifies by June 30, 2011.
13. LASA may participate on facilities design committee.

\*Reimbursement after 200/400 in network is incurred, up to 150/300, is contingent upon the LSD being eligible for the one-time Best Practices Revenue (BPR). Because regulatory guidance is not yet available, the timing and manner in which reimbursement shall occur will be determined by the District, provided such reimbursement does not disqualify the District from receipt of the BPR. It is the District's intent to either reimburse based upon receipts submitted by the member or to reimburse into a FSA, HRA, or HSA account, provided that the BPR is received. It may be that the reimbursement is itself subject to the 10%.

  
\_\_\_\_\_  
FOR THE DISTRICT

6-27-11  
DATE

  
\_\_\_\_\_  
FOR LASA

6-27-11  
DATE

---

exceed two by 2.5 and thus LEA may defer its 10% insurance contribution to 9.1.11; (2) LAES and FOP have newly elected bargaining representatives and they may thus negotiate non-economic terms in 11-12 without mutual agreement on the issues to be bargained; (3) AFSCME FSCMD has a current contract through 6.30.12 and thus it shall extend its non-economic terms through 13-14; (4) LSEA has a current contract through 7.31.11, and thus its 15% contribution does not begin until 8.1.11.