

Tentative Agreement (TA)
Between
Lansing Schools Education Association (LSEA)
And
Lansing School District Board of Education (LSD)
June 25, 2011
8:30 PM Board Counter (underlined)

PREAMBLE:

WHEREAS, the leadership of the Board of Education, the District Administration, and of each nonsupervisory employee bargaining unit or group within the LSD, met during May and June 2011, for the sole purpose of reaching a comprehensive Tentative Agreement in the best interest of the District, its students staff, and the school community as a whole, in order to eliminate an anticipated deficit budget for the 2011-2012 school year; and

The meetings of these participants were and are known as the "SuperTeam" meetings; and

Each participant reserves the right to make new and different proposals in the event ratification fails, without regard to the proposals informally exchanged during the SuperTeam meetings;

TENTATIVE AGREEMENT

As a result, the parties have tentatively agreed to the changes described below within the current collective bargaining agreement between the LSEA and LSD. Such changes are intended to be the complete set of changes to the current Collective Bargaining Agreement (CBA) and all other Memorandum of Understanding/Agreement, Letters of Understanding/Agreement, binding settlement agreements, or any other documents that bind the parties in some fashion for the periods of time described herein, unless the parties otherwise agree in writing.

To clarify, the parties may mutually agree to bargain non-economic terms and conditions of employment during the 2011-2012 school year, following ratification of this TA, at mutually agreed upon times, dates and places. No such term or condition may be negotiated, however, unless both parties agree to do so. If a mutual agreement to change the mutually identified non-economic term or condition is not achieved, then either party may choose to withdraw from bargaining the specific mutually agreed upon term or condition, without penalty. If a withdrawal occurs, the existing language shall remain unchanged.

1. The parties agree to the following "Economic" Terms and Conditions to be effective August 1, 2011 through June 30, 2012:

For purposes of this TA only, "Economic Terms" shall include "Salary", "Insurance Benefits", "Class Size", and "Furlough Days".

- Salary increase shall be 0% for 2011-12; this means that any payments, stipends, hourly rates, etc paid in 2011-2012 shall not exceed the 2010-2011 pay levels or rates, so that there is no increase

in compensation in 2011-2012.

- All currently employed LSEA bargaining unit employees shall remain on their current (2010-2011) salary step and column for the 2011-12 school year. This shall be referred to as a 'Step Freeze' for the 2011-12 school year.
- Furlough Day: The members of the LSEA shall forfeit the equivalent of 1/2 of a day's pay for each of the first two snow days of the 11-12 year. If there is no second snow day, pay for the first snow day shall be forfeited. This forfeiture shall not exceed 1 day's pay in total. There shall be no penalty if additional days are lost due to "Act of God" occurrences unless specified in the contract.
- Class size language shall remain 'as is' in the current agreement for the 2011-12 school year.
- The insurance plan for LSEA shall change effective 8-1-11, provided that all members of SuperTeam who ratify a similar Tentative Agreement accept this deviation as not being a violation of the respective "me too" clauses within the other tentative agreements. The current MESSA FAK Plan for the LSEA shall remain a PAK plan with the following changes:
 - The Health insurance plan shall change from the current \$200/400 In network deductible MESSA Choices II Plan to the \$500/1,000 in network deductible MESSA Choices II Plan with the RX Saver drug plan and the \$20 Office visit rider.
 - Subject to the same proviso as above, effective August 1, 2011, those LSEA staff electing to take "Plan A" shall participate in a premium co-pay of 15% of their total insurance costs based on the costs specific to their election (e.g., single, two person, full family) through June 30, 2012, payroll deducted.
- The parties intend to provide up to \$150/\$300 reimbursement for medical costs incurred, after \$200/400 is incurred towards the deductible. Reimbursement 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%.
- The LSEA agrees to participate in an "Insurance Study Committee" (ISC) for the purpose of reviewing different insurance carriers, plans, and/or coverages. If the ISC recommends to the parties an alternative insurance carrier, plan, and/or coverage to begin 1/1/2012, LSEA shall consider the recommendation.
- If the audited 2011-2012 budget identifies a fund balance in excess of 5%, 50% of the amount in excess of 5% ("the excess amount") shall be paid back to active LSEA staff who were employed during the 2012-13 school year (who also were active employees during the 2011-12 school year) in pro rata to their group's % of wages plus benefits in a "one time" off schedule stipends. For example, if LSEA is 69% of the total wages and benefits, LSEA shall receive 69% of 50% of the excess amount in off schedule stipends in the manner to be mutually agreed with the LSEA.
- No bargaining group or individual employee under direct contract with the Board shall be granted

by the Board a wage or benefit compensation package during the 2011-12 school year resulting in an increase in wages or benefits beyond those agreed upon in this tentative agreement.¹ If such an occurrence were to take place, all members of the LSEA shall be similarly compensated, unless the LSEA objects to the adjustment.

Given that the requirements have not been fully defined as of the date of this TA, the parties also agree to meet and confer, to the extent that the District's eligibility for the "Best Practices" Revenue (\$100.00 per student) impacts the terms and conditions of this Tentative agreement with LSEA, in order to secure the District's eligibility for such revenues. In the event that the District is not eligible for BPR, the parties shall reconvene the SuperTeam format with all participating employee group leaders. This TA remains intact, unless otherwise agreed to assure eligibility for the BPR.

2. June 30, 2012 Expiration of Economic Terms.

- The economic terms in the CBA, as defined above, shall 'expire' June 30, 2012. The parties agree to negotiate the economic terms for the 2012-13 school year; such bargaining to begin no later than March 1, 2012.

3. The parties agree to the following "Non-Economic" terms and conditions ~~July 1, August 1, 2011~~ through July 31, 2013.

- Except as described above, all other terms and conditions within the CBA shall be considered "Non-Economic" terms and conditions for the purpose of this TA.
- As stated above, the parties may agree to bargain mutually identified non-economic terms and conditions. Both parties must agree to the terms and conditions to be bargained and either party may withdraw from the bargain resulting in the current language remaining unchanged.
- All "Non-Economic" terms and conditions remain in effect in the contract through July 31, 2013, unless modified by mutual agreement as described above.
- **Three Year Calendar:** The parties agree to the 3-year calendar as presented by LSEA during the Super Team meetings, subject to the following terms and conditions.

¹ Includes Cabinet, LASA and all groups in Super Team who ratify this TA; excludes all others (subs and other independent contractors who may be under other contracts with Board). Further, LSEA agrees to the variances which other members of the Super Team are receiving, as discussed during Super Team on Saturday, June 25, 2011.

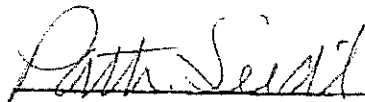
- o The first year, 2011-12 is attached.
- o The second year, 2012-13 is attached.
- o The third year, 2013-14 shall be duplicated in form to the second year of this agreement. It shall have the same number of staff days, student days, as well as the same number of full and half days as the calendar for 2012-13. However, the 2013-2014 calendar shall be reopened (1) to comply with state or federal mandates; (2) to qualify for maximum state or federal funding, (3) to align the calendar with restructured facilities or resulting academic design; or (4) by mutual agreement.
- o The parties agree to schedule the half days uniformly across all grades to the maximum extent possible.

4. Additional components:

- The parties agree that they shall negotiate the components of the "Teacher Evaluation" so that the future language on teacher evaluation will meet the legal requirements within section 1249 of the Michigan Revised School Code, to be effective September 1, 2011.

- If an Emergency Manager is appointed under the Local Government and School District Fiscal Accountability Act (being MCL 141.1501 et seq) they may reject, modify or terminate provisions of this collective bargaining agreement as provided in the Local Government and School District Accountability Act. This language is not agreed upon by the parties but is put into this Agreement solely because it is required by law.
- "One Time Non-Precedent Setting Letter of Agreement Regarding Subcontracting of Non-Instructional Support Position.
 - o The parties agree to sign a letter of agreement regarding the prohibition of subcontracting non-instructional support positions within the sub-groups participating in the "Super Team" process during the 11-12 school year. The LSD agrees that they shall not subcontract during the 2011-12 school year but they reserve the right to bid non-instructional support services by June 1, 2012. In the event that the District subcontracts any of the SuperTeam groups during 11-12 who ratify this TA, LSEA shall be reimbursed for the concessions it has made within this Agreement.
- It is understood that in order to avoid subcontracting in 2012-13, all bargaining units must settle the expired economic terms in their respective contracts working toward the elimination of a "Deficit Budget" for 2012-13 as of May 1, 2012.
- One-time, non-precedent LOA Regarding District Facilities Design.
 - o It is understood and agreed that the Board's ratification of this TA does not waive its right to demand that the LSEA withdraw future demands to bargain the non-mandatory subject of District facilities.
 - o The LSEA is invited to join the community in facilities/restructuring/"closing" (defined per SuperTeam) discussions.
 - o The Board acknowledges the need for the consolidation of facilities as of the end of the 2012-13 school year to yield at least \$2.3 million in fixed facilities costs. The savings from the consolidation ("closing") of facilities will be included as a factor in the 2012-13 budget.

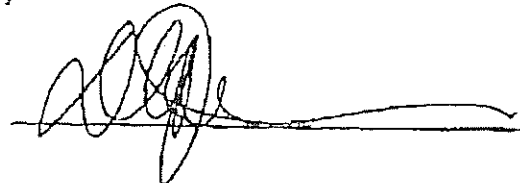
For the LSEA:



Date:

6-26-11

For the LSD:



Date:

6-25-11