

The following will be a two year contract beginning July 1, 2011, and expiring June 30, 2013, for all non-economic issues.

1. The M&C unit agrees to work with the District and other Super Bargaining Team groups by forming an Insurance Study Committee to identify alternate insurance plans and/or providers that may offer similar benefit packages which provide the District savings in the future. If a more cost effective insurance plan is identified, then the M&C unit and the district will work together to determine the optimum time for a change-over for this unit.
2. All "other" current contract language is to remain the same concerning leaves of absence, absence from work (compensable leave time), workers compensation, holidays (with the exception of those listed above), paid vacations, longevity pay, overtime pay, terminal leave, mileage reimbursement, evaluations, special conferences, residency, layoff, and professional development, for the duration of this contract.
3. The District agrees to a one-time, non-precedent setting Letter of Agreement regarding subcontracting of non-instructional support services. The District will not subcontract such services during the 2011-2012 fiscal year, but will create RFPs to meet the requirement for the State of Michigan "Best Practices." The District further agrees that it will not subcontract such services during the 2012-2013 fiscal year providing contracts are in place no later than May 1, 2012, and the District does not have a deficit for 2012-2013. Bids issued by the District during 2011-2012 that have an implementation date before June 30, 2012 shall provide the M&C with an equal opportunity to bid. In the event that the District, before June 30, 2012, subcontracts a group that ratifies this or a virtually identical TA, then M&C's concessions shall be reimbursed to them.
4. The District agrees to a one-time, non-precedent setting Letter of Agreement inviting M&C to join the community in a facilities/restructuring/"closing" committee. The District acknowledges that at least \$2.3 million in fixed facilities costs must be eliminated by June 30, 2013. The savings from the consolidation of facilities will be included as a factor in the 2012-13 budget
5. The District agrees that no bargaining group will receive a wage or benefit package for the 2011-2012 fiscal year greater than what is outlined in this Tentative Agreement unless each bargaining group receives the same pro-rated increase. (Applies to Cabinet, LASA and each group within Super Bargaining Team who ratifies this or a virtually identical TA.)<sup>1</sup>
6. The M&C Unit agrees that the District's ratification of this Tentative Agreement is contingent upon the District meeting the State of Michigan's 10% "Best Practices" criterion. If this criterion is not satisfied, the M&C Unit agrees to the reconvening of the Super Bargaining Team. This TA remains intact, unless otherwise agreed to assure eligibility for the BPR.

This resolves all bargaining topics for the M&C unit and the District unless both parties mutually agree to come together to resolve additional items.

Date: 6-28-11

Meet & Confer Representative:

*Christina L. Lopez*

Date: 6-28-11

Meet & Confer Representative:

*Christina Martinez*

Date: 6-28-11

Representative of LSD Board of Education:

*[Signature]*

<sup>1</sup>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 the Board). Further, M & C agrees to the variances which other members of the Super Team are receiving, as discussed during the Super Team on Saturday, June 25, 2011.

## TENTATIVE AGREEMENT

### BETWEEN MEET & CONFER (M&C) BARGAINING UNIT AND LANSING SCHOOL DISTRICT (LSD)

*June 27, 2011*

The Salary and Benefit Package for Meet and Confer Employees shall be amended to be consistent with the following terms and conditions for the time periods indicated below:

The following will be a one year contract beginning July 1, 2011, and expiring June 30, 2012, for all economic (wages and benefits) issues.

#### 1. Wages

- a. Wages will be frozen at the current level and step for all M&C members for the 2011-2012 school year.
- b. If the audited 2011-2012 fiscal year budget identifies a fund balance in excess of 5% (currently \$9 million), the District agrees that 50% of the excess shall be paid back to each Super Bargaining Team group in pro rata to their group's percentage of wages plus benefits in off schedule stipends. For example, since M&C is 5% of wages and benefit costs on a district-wide basis, 5% of 50% of the excess amount shall be paid back to M&C in off schedule stipends.

#### 2. Insurance

- a. All M&C members will pay 10% of the non-PAK insurance premium of the MESSA Choices/Choices II plan; \$500/\$1000 deductible, \$20 office co-pay, Saver Rx; and all other insurance benefits. M&C, as a group, reserves the right to move up to the PAK plan and be responsible for any additional costs over the non-PAK rates. The health insurance plan change shall be effective August 1, 2011; the 10% premium share shall begin as of July 1, 2011, to be payroll deducted.
- b. The District intends 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%

#### 3. Other concessions

- a. In order to achieve the above medical plan, all M&C contracts will be reduced by two days (i.e. Day before Thanksgiving and President's Day will be unpaid) for the 2011-2012 school year.