

Tentative Agreement between the Lansing School District and the Lansing Educational Assistants

March 20, 2013

Number of Work Days

The parties agree that LEA members will work 174 days during the 2013-2014 school year. This number of days shall include one pre-student contact day for all assistants, with the exception of LEA noon assistants. The parties further agree that lunch assistants will not work on days when there is no lunch served or no students in session. For the 2014-2015 and 2015-2016 school years, the number of work days for LEA members shall be no less than stated above.

Professional Development

The parties agree that during the term of this Agreement: (a) Each LEA noon assistant shall receive a minimum of 3 hours of professional development; and (b) all other LEA members shall receive a minimum of 6 hours of professional development.

Furlough Days

The parties agree that each LEA member shall have two furlough days for the 2013-2014 school year to be mutually agreed upon. For the 2014-2015 and 2015-2016 school years, the number of furlough days shall be no more than in the 2013-2014 school year.

Elimination of Positions

The parties agree that the district may eliminate no more than six instructional assistant positions that are paid out of the general fund.

Wages

The parties agree that there shall be no wage increase and no step advancement during the term of this Agreement on the Appendix B (Salary Column).

Article X Committee

The parties agree that a committee comprised of an equal number of LEA and district representatives will be formed. The charge of this committee will be to explore the possibility of language changes to Article X of the contract and the feasibility of reducing the number of LEA lunch assistant positions throughout the district.

Miscellaneous

All terms and conditions of the 2012-2013 collective bargaining agreement including Letters of Agreement, Schedules and Appendices shall continue in full force and effect for the duration of this Agreement unless otherwise specifically modified herein.

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 (1.98%) of the amount in excess of the Ten Million Dollars to LEA in an off schedule compensation (inclusive of FICA and MPSERS costs), not to exceed a 3% increase to the salary schedule, exclusive of step increments. It is also understood and agreed that one-time revenue increases support only to 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.

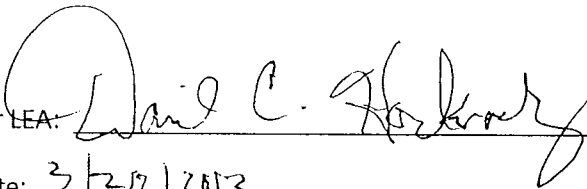
Duration

Article II and Article III, as ^{AA' LSD 3-22-13} ~~revised and~~ ^{supplemented in the} attached hereto, shall be effective immediately upon ratification of this Agreement and shall continue in full force and effect until August 15, 2016. ^{7MM on behalf of LEA 3/15/13}

All economic language shall be effective ^{JULY} ~~June~~ 1, 2013 and continue in full force and effect until August 14, 2016.

All non-economic language shall be in full force and effect from August 16, 2013 through August 16, 2016. ^{AA 7MM on behalf LEA LSD 3-22-13 7/15/13}

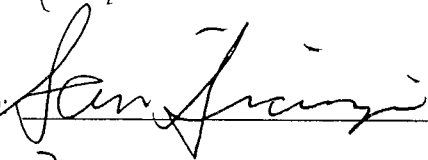
For LEA:



Date:

3/20/2013

For LSD:



Date:

3-20-13

TENTATIVE AGREEMENT
March 20, 2013

ARTICLE II: LEA SECURITY and ARTICLE III: LEA DUES

The parties agree that if the District's funding is reduced/penalized by legislative action for extending Articles II and III, then the applicable sections of Article II 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 II is unlawful, the suspension of Article II 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 II 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 II 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 II shall be retained in the master agreement, but shall have no effect unless PA 349 of 2012 is repealed or funding is reinstated.

The Association agrees, upon timely request, to defend the District, its officers, agents or employees in any suit brought against all or any of them regarding the District's enforcement of the terms of Article II or Article III of this contract, and to indemnify the District, its officers, agents or employees, for any costs or damages which may be assessed against all or any of them arising out of the enforcement of Article II and/or Article III, provided, however, that:

1. Neither the duty to defend nor the duty to indemnify shall arise where the damages and costs, if any, have resulted from the negligence, misfeasance or malfeasance of the District, its officers, employees or agents,
2. The Association has the right to choose the legal counsel to defend any such suit or action, after consultation with the District; and If the District, its officers, agents or

- employees elects to select its or their own counsel in any such suit, then the Association shall have no duty to indemnify those defendants it does not represent in the suit; provided, however, that if the Association, through counsel it selects after consultation with the District, does represent the District, its officers, agents or employees in such suit, such defendants may additionally hire their own counsel to assist in the defense of any such suit at their own expense; and
3. The Association, after consultation with the District, has the right to decide whether to defend any said action or to appeal the decision of any court or other tribunal regarding the validity of this Section; and
 4. The Association, in defense of any such suit, shall have the right to compromise or settle any monetary claim made against the District, its officers, employees or agents under this Agency Fee Agreement, after consultation with the District.

Board of Education of the Lansing School District

By: _____

Its: _____

Date: Sam Jucian

By: 3-20-13

Lansing Educational Assistants,
MEA/NEA

By: David C. Hockery

Its: L-EA President

Date: 3-20-2013

By: DAVID C. HOCKERY

ARTICLE XXV: DURATION OF AGREEMENT

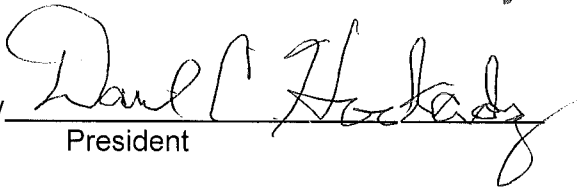
DURATION OF AGREEMENT

Article II and Article III, as supplemented in the attached, shall be effective immediately upon ratification of this agreement and shall continue in full force and effect until August, 15, 2016.

All economic language shall be effective July 1, 2013 and continue in full force and effect until August 14, 2016.

All non-economic language shall be in full force and effect from August 16, 2013 through August 16, 2016

**LANSING EDUCATIONAL ASSISTANTS/
MEA/NEA**

By 
President

By _____
Negotiating Chairperson

Date: 3-27-13

**BOARD OF EDUCATION
LANSING SCHOOL DISTRICT**

By 
President

By _____
Secretary

Date: 3-27-13