

**Tentative Agreement (TA)**  
**Between**  
**Lansing Educational Assistants (LEA)**  
**And**  
**Lansing School District Board of Education (LSD)**  
**June 25, 2011; 11:15 pm**  
**BOARD COUNTER (underlined and yellow highlight)**

**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 "Super Team" meetings; and

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

**TENTATIVE AGREEMENT**

As a result, the parties have tentatively agreed to the changes described below within the current collective bargaining agreement between the LEA 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 July 1, 2011 through June 30, 2012, unless otherwise stated:

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

- Salary increase shall be 0% for 2011-12; this means that any other payments shall be based upon the 2010-2011 hourly rates, as applicable, so that there is no increase in wages or related stipends, during 2011-2012.
- All currently employed LEA bargaining unit employees shall remain on their current (2010-2011) salary step for the 2011-12 school year. This shall be referred to as a 'Step Freeze' for the 2011-12 school year.
- Furlough Days: Each employee covered by the LEA agreement shall take unpaid furlough days per the dates indicated\* on the addendum. ~~for the equivalent of two days pay, to be determined as follows:~~ *DC 71*

See attached Addendum

- The insurance plan for LEA shall change effective 8-1-11. The current MESSA Plan for the LEA shall remain with the following changes:
  - The Health insurance plan shall change from the current \$0 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.
  - Provided that the other Super Team groups who ratify a similar TA do not object, effective September 1, 2011, those LEA staff electing to take "Plan A" shall participate in a premium co-pay of 10% 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 current insurances other than medical, hospitalization and prescriptions will remain in effect at the current benefit levels. The group may PAK these supplemental benefits (dental, vision, etc.) provided that the increased cost, over the cost for the same group's insurance for 2010-11 shall be paid by members/association of the group who receive the benefits.
- LEA members who are regularly scheduled to work at least 5 hours a day, ~~except Noon Assistants and Cafeteria Assistants,~~ *BLK* will have the option of having their wages spread over twenty-one (21) or twenty-two (22) pay periods, if it is feasible to do so. In addition, the monthly premium share as well as all other payroll deductions will be spread out over twenty one (21) or twenty-two pay periods ~~or twenty-six (26) pay periods.~~ *DIRK*
- The parties intend to provide up to \$150/\$300 reimbursement for medical costs incurred after the first \$200/400 are incurred towards the deductible. It is the District's intent to either reimburse based upon receipts submitted or explanation of benefits by the member or to reimburse into a FSA, HRA, or HSA account. It may be that the reimbursement is itself subject to the 10% (if required by law).

- The LEA agrees to participate in an "Insurance Study Committee" (ISC) for the purpose of reviewing different insurance carriers, plans, and/or coverage. If the ISC recommends to the parties an alternative insurance carrier, plan, and/or coverage to begin 1/1/2012, LEA shall consider the recommendation, but in no way shall be obligated to accept 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 LEA 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 stipend. For example, if LEA is 7.54% of the total wages and benefits, LEA shall receive 7.54% of 50% of the excess amount in off schedule stipends in the manner to be mutually agreed with the LEA.
- 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.<sup>1</sup> If such an occurrence were to take place, all members of the LEA shall be similarly compensated, unless the LEA 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 LEA, 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 in the Super Team 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, 2011 through August 15, 2013.

<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 Board). Further, LEA agrees to the variances which other members of the Super Team are receiving, as discussed during Super Team on Saturday, June 25, 2011.

- 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 August 15, 2013, unless modified by mutual agreement as described above.

#### 4. Three Year Calendar:

- The parties agree to the 3-year calendar as presented by LSEA during the Super Team meetings along with amended LEA Calendar to interpret work days for school year employees.
  - The first year, 2011-12 is attached.
  - The second year, 2012-13 shall be duplicated.
  - 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.
  - The parties agree to schedule the half days uniformly across all grades to the maximum extent possible.

#### 5. Additional components:

- 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 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.
  - 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 2011-12 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 Super Team groups during 2011-12 who ratify this TA, LEA 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 to factor into in the elimination of a

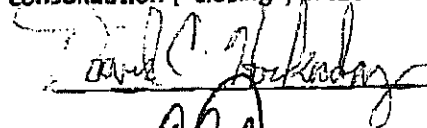
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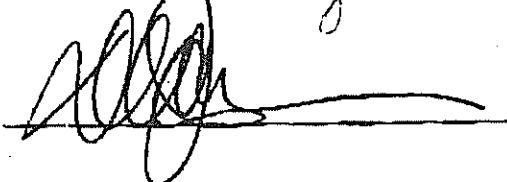


"Deficit Budget" for 2012-13 as of May 1, 2012.

- 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 LEA withdraw future demands to bargain the non-mandatory subject of District facilities.
  - o The LEA is invited to join the community in facilities/restructuring/"closing" (defined per Super Team) 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 LEA: 

Date: 6-25-11

For LSD: 

Date: 6-25-11

**Addendum to Proposed Calendar**

Each LEA employee shall have at least one Mandatory Pre Student contact day as determined by Building Principal/Program Administrator.

LEA members regularly scheduled days off per school calendar for the 2011-2012 school year are as follows:

- September 2, 2011
- November 8, 2011
- November 23, 2011
- January 20, 2012
- February 17, 2012

This would exclude any LEA bargaining members that work outside of the regular school calendar.

\*All LEA members will take Furlough half days (PM only) as follows:

- September 22, 2011
- December 8, 2011
- February 16, 2012
- April 19, 2012

\*Noon assistants, Cafeteria Assistants and Cashiers will have an additional Furlough half day off:  
May 25, 2012

\*All Noon Assistants and Cafeteria Assistants will have all Thursday half days off unless they have a dual or joint instructional assignment (These would be considered as Furlough Days).

- October 13, 2011
- November 10, 2011
- January 19, 2012
- March 22, 2012
- May 10, 2012

\*There will be an additional Furlough Day off on June 8, 2012 for Noon assistants who do not have a dual or joint assignment.

All Lunch, Cafeteria or Cashier Assistants that are required to take time off as a result of Furlough days, shall not impact their holiday or incentive pay.

All Cashiers and other assistants will be required to work regular hours unless otherwise noted above.

Furlough Days (Required Time Off) will not affect the accrual of Sick Time or Personal Time, nor will it affect an Assistant's eligibility for Holiday and/or Incentive Pay.