

Tentative Agreement between Lynwood Unified School District, California School Employees Association and its Lynwood Chapter #116

2017-18 and 2018-19 Reopeners

July 1, 2016-June 30, 2019

July 19, 2018

The Lynwood Unified School District (LUSD) and CSEA Chapter 116 (CSEA) have met and negotiated in good faith to reach this Tentative Agreement for the 2017-2018 and 2018-2019 reopeners under the 2016-2019 collective bargaining agreement. This document contains the full and complete tentative agreement between LUSD, CSEA and its Lynwood Chapter #116.

ARTICLE CHANGES SPECIFIED

1. **Article I Recognition:** No Changes
2. **Article II No Discrimination:** No Changes
3. **Article III Organizational Security:** No Changes
4. **Article IV Organizational Rights:** No Changes
5. **Article V Management Rights:** No Changes
6. **Article VI Site Representatives:** No Changes
7. **Article VII Work Period and Overtime:** Add new Section 7.17 regarding absence call-in procedure:

7.17 Absence Notice Requirements

All bargaining unit members are required to follow established site/department call-in procedures which includes reporting an absence from work in a timely manner. The report of an unexpected absence shall be no later than one hour prior to the beginning of the employee's shift unless there are special circumstances. The employee is responsible for reasonable prior notice when circumstances permit (e.g. when medical service provider appointments are scheduled in advance). Typically, the employee is responsible for notification when absences for medical provider appointments are scheduled. Employee absence notice requirements specified herein are critical to the orderly operations of the District.

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8. Article VIII Pay and Allowances:

- **2017-18 Pay and Allowances Provisions:**

- A 3.0% one-time off schedule bonus for 2017-18 based on annual salary retroactive to July 1, 2017 terminating on June 30, 2018. (This provision applies to currently active bargaining unit members employed as of June 30, 2018 and before.) Note: In the event another bargaining unit receives a higher percentage increase, CSEA will receive a like amount without further negotiations.

- **2018-19 Pay and Allowances Provisions:**

- A 2% on schedule increase to the CSEA Salary Schedule retroactive to July 1, 2018 for active bargaining unit members. Note: In the event another bargaining unit receives a higher percentage ongoing salary increase or additional ongoing funds for benefits, CSEA will receive a like amount without further negotiations.

- **2018-19 Change to Longevity Table Effective 7/1/18:**

Years	Current\$	Change to 10 Year and 12 year only
35	\$350	
30	\$300	
25	\$265	
23	\$230	
20	\$200	
18	\$140	
15	\$100	
12	\$40	\$60
10	\$10	\$20

Change 8.3 as noted

8.3 **Bilingual Stipend**

8.3.1 Employees required to use Bilingual Bi-literate skills as determined by the District will receive a stipend in the amount of \$35.00 per month. At the determination of the District, any employee required to possess bilingual/bi-literate skills, as a result of their job description will not be eligible for this stipend.

On July 1, 2017, the stipend will increase to forty-five (\$45.00) per month. This increase will facilitate parent interaction and IEP translation interpretation

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MVB 7/19/18

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support. The Special Education Glossary and Dictionary for IEP Terminology will be available at sites and additional copies will be available in the Special Education Office. For the ~~2017/18~~ and 2018/19 school year IEP Translation Interpretation Workshops will be held in October and ~~January~~ March on the scheduled minimum days at the end of the quarter. LUSD and CSEA may mutually agree to alternative dates if necessary. All bargaining unit members currently receiving the Bilingual Stipend, who have not already attended, are required to attend the Interpretation Workshop at least once subject to slots available and release from work from the supervisor.

8.3.2 Employees who receive such stipend must be a Bilingual/Bi-literate in two (2) languages and pass the District's Competency test. Employees who possess a valid certificate as a result of passing the District's Competency test will be exempt from future tests.

9. Article IX Benefit Schedule: Benefit Cap Contingency: CSEA reserves the right to apply .5% of the ongoing salary from the amount applied to the 2018/19 salary schedule (2%-.5% salary=1.5%) to the benefit cap (converted salary percentage to benefit cap equivalent). The decision to apply the .5% salary amount must be made by CSEA no later than August 10, 2018 or the full amount of ongoing money will be applied to the 2018/19 salary schedule retroactive to July 1, 2018.

10. Article X Holidays: No Changes

11. Article XI Vacation Leaves: No Changes

12. Article XII Leaves: Remove current language and replace with new language:

~~12.1.6 In order to receive compensation while on sick leave, the employee must notify his/her supervisor of his/her absence within the first working hour of the first day absent, unless conditions make notification impossible. The burden of proof of impossible conditions is upon the employee. Refer to 7.17 for absence notice requirements.~~

13. Article XIII Transfers: No Changes

14. Article XIV Employee Expenses and Materials: No Changes

15. Article XV Grievance Procedures: No Changes

16. Article XVI Performance Evaluations: No Changes

17. Article XVII Safety and Professional Development:

Add new 17.3-17.6:

17.3 Professional Development (2018-19 Pilot Program)

Professional Development reimbursement in the amount of up to \$150.00 per preapproved activity/course/workshop/materials up to a maximum allocation of \$10,000 for 2018-19 will be available to CSEA permanent bargaining unit members (hereafter "employees" for this section) under the provisions outlined in this section):

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17.3.1 Three broad career pathways are established to promote professional development directly related to the classifications within the bargaining unit for current and promotional opportunities:

- 17.3.1.1 Office/Technical Support (e.g. Secretarial, Office Assistant, Personnel, Purchasing, Accounting, Payroll, Records, Attendance, Benefits, Testing)
- 17.3.1.2 Classroom/School Support (e.g. Instructional Assistant, Health, College/ Career, Interpreter/Translator, After School Program Assistant, Library Media, Child Care, ROP Assistant, SLP Assistant)
- 17.3.1.3 Technology Support (e.g. Computer Lab, Database Administrator, Network, Media, Network Specialist/Technician, Student Data)

17.3.2 Employees must meet all of the eligibility requirements to receive a reimbursement for an activity/course/workshop/materials up to \$150.00:

- 17.3.2.1 Submit Professional Development form designating one of the career pathways in 17.3.1 and a provide details of the related activity/course/workshop/materials requested.
- 17.3.2.2 Up to one (1) Professional Growth award per eligible employee for 2018-19 is available if all requirements are met.
- 17.3.2.3 Receive prior approval from the CSEA President and the Director, Human Resources before engaging in the activity/course/workshop/materials. In the event both the CSEA President and the Director, Human Resources do not agree, the award is denied. At the request of the employee, the decision to deny an award is only subject to review by the Assistant Superintendent of Human Resources at his or her sole discretion. The decision by the Assistant Superintendent of Human Resources is final and not subject to any further review.
- 17.3.3.4 Submit reimbursement request within sixty (60) days of completion verifying successful completion with attached original receipt for the preapproved amount. Reimbursement will not exceed \$150.00 per preapproved activity/course/workshop/materials.
- 17.3.3.5 Encumbrances for 2018/19 for preapproved amounts will be carried over for one (1) subsequent fiscal year. There will be no reimbursement for preapproved amounts beyond the encumbrance carryover period.

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17.3.3.6 Except for encumbrance carryover specified, unexpended funds will not carryover.

17.3.3.7 Reimbursements will be on a first come first serve basis up to the maximum amount of \$10,000.

17.3.3.8 The pilot program for 2018-19 sunsets on June 30, 2019. Continuation is subject to negotiations and mutual agreement beyond June 30, 2019.

17.3.3.9 The activity/course/workshop participation must not interfere with the employee's assigned working hours.

17.4 Higher Education Institution Partnerships

The parties agree to explore partnerships with local area higher education institutions for careers in education and free onsite training. No LUSD funds are allocated, but grants and scholarships may be available through the institutions.

17.5 LUSD Adult School Offerings

The parties encourage employees to utilize free and low cost Adult Education courses to pursue Professional Development.

18. Appendix A Classified Salary Schedule/Longevity Compensation: Update 18-19 Salary Schedule and Longevity Chart per agreement.

The LUSD/CSEA Chapter 116 negotiating team members on the attached signature page agree to support and recommend the Tentative Agreement during the ratification process to the unit members and the Board of Education's final approval.

RATIFICATION/BOARD APPROVAL

The Tentative Agreement is subject to ratification by the CSEA Chapter 116 bargaining unit members and final approval by the Board of Education.

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**California School Employees Association and its
Lynwood Chapter # 116 Agreement
Re-openers for 2017-18 and 2018-19**

California School Employees Association

**Governing Board of Lynwood Unified
School District**



Mitchell Martinez, CSEA President
Co-Chief Negotiator

7/19/18

Date

Mr. Alfonso Morales, Esq.,
President

Date



Brittney Coleman
CSEA Labor Representative
Co-Chief Negotiator

7/19/18

Date

Ms. Alma Renteria, M. Ed.,
Vice President

Date



Rebeca Quinonez, CSEA Representative

07/19/2018

Date

Ms. Maria G. Lopez,
Clerk

Date



Maricela Valencia Baldwin,
CSEA Representative

7/19/18

Date

Ms. Briseida Gonzalez, MSW,
Member

Date



Patty Fonseca-Muniz,
CSEA Representative

7/19/18

Date

Mr. Gary Hardie Jr.,
Member

Date

**Negotiating Team
Lynwood Unified School District**



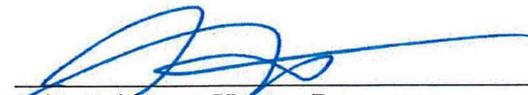
Nancy Hipolito, Assistant Superintendent
of Human Resources

8/7/2018

Date

Gudiel R. Crosthwaite, Ph.D.
Superintendent and Secretary to the
Board

Date



John Caldecott, Human Resources
Representative

7/19/18

Date



Carlos Zaragoza, Director of Human
Resources

7/19/18

Date