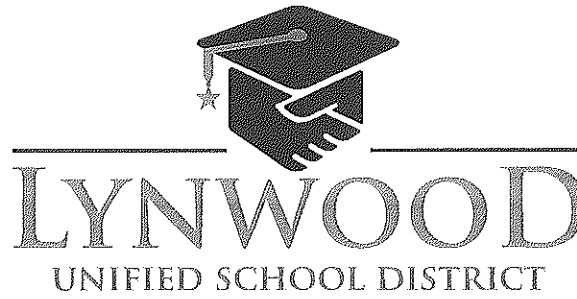


BOARD AGENDA

Special Meeting

August 14, 2015





SPECIAL MEETING OF THE BOARD OF EDUCATION
Friday, August 14, 2015
CLOSED SESSION: 5:00p.m. – 6:00p.m.

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Board of Education will be held on Friday, August 14, 2015, at 5:00 p.m., with Closed Session to be held at 5:00p.m. to 6:00p.m., and will reconvene into Open Session at 6:00p.m. to conduct its business meeting at the Education Center, 11321 Bullis Road, Board Room B-105, B-106, Lynwood, California, 90262. Closed Session will be conducted in accordance with applicable sections of California Law.

A G E N D A

1. CALL TO ORDER Who: _____ Time: _____

2. ROLL CALL

- | | |
|--------------------------------------|-----------------------------------|
| Mrs. Maria G. Lopez, President | Ms. Alma-Delia Renteria, Member |
| Mr. Gary Hardie, Jr., Vice-President | Mr. Alfonso Morales, Esq., Member |
| Ms. Briseida Gonzalez, MSW, Clerk | |

Mr. Paul Gothold – Superintendent & Secretary to the Board
 Atty. Adrienne Konigar-Macklin, General Counsel

3. PUBLIC COMMENT/COMMUNICATIONS

Please submit public comment forms prior to start of meeting at 5:00 p.m. Per Board Policy #9323, three (3) minutes may be allotted to each speaker to address Closed Session Items Only. (Closed Session items may be continued to end of meeting if necessary.)

4. GOVERNING BOARD – Recess to Closed Session

- 4.1 Conference With Legal Counsel – Pending Litigation – Pursuant to GC 54956.9(d)(1)
- 4.2 Conference With Legal Counsel – Anticipated/Potential Litigation – Pursuant to GC 54956.9(d)(2)
- 4.3 Conference to Decide Whether a Closed Session is Authorized – Pursuant to GC 54956.9(d)(3)
- 4.4 Conference for Initiation of Litigation – Pursuant to GC 54945.9(d)(4)
- 4.5 Public Employment/Public Employee Performance Evaluation/Public Employee Discipline Dismissal/Release/Appointment (Pursuant to Government Code Section 54957)
 - Elementary School Principal
 - o EID#: YF9969056
 - Assistant Principal(s)
 - o EID#: CU9751494
 - o EID#: 08172015 (*pending hire*)
- 4.6 Public Employee Complaint
- 4.7 Conference with Labor Negotiator Agency Designated Representatives Employee Organizations
 - LTA and SEIU
 - Negotiator: Atty. Adrienne Konigar-Macklin

RECONVENE into OPEN SESSION

5. CALL TO ORDER Who: _____ Time: _____

6. ROLL CALL

- Mrs. Maria G. Lopez, President
- Mr. Gary Hardie, Jr., Vice-President
- Ms. Briseida Gonzalez, MSW, Clerk
- Ms. Alma-Delia Renteria, Member
- Mr. Alfonso Morales, Esq., Member

Mr. Paul Gothold – Superintendent & Secretary to the Board
Atty. Adrienne Konigar-Macklin, General Counsel

7. FLAG SALUTE by Educational Services Department

8. PUBLIC COMMENT/COMMUNICATIONS

*No action or discussion is permitted on any item not included on the posted agenda per GC§ 54954.2 (a).
No action may be taken and no discussion held on items raised by the public except as provided in GC§54954.2 (b).*

PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING

Per Board Policy #9323 three (3) minutes may be allotted to each speaker to address **all their items**. If translation services are required, please state that, and an additional one (1) minute will be allotted. **Approach the lectern and give your name and address.**

The public has the opportunity to address the Board on any item appearing on the agenda or not on the agenda. Persons wishing to address the Board are asked to fill out a **Public Comment Form** located at the sign-in area, and submit the completed form to the administrative assistant prior to start of meeting.

Those who have a group concern are encouraged to select a spokesperson to address the Board. A copy of the full agenda is available for view at the Reception Desk area of the district office at 11321 Bullis Rd., Lynwood, California, 90262. Also, at the district web site: <http://www.lynwood.k12.ca.us>.

In compliance with the Americans with Disabilities Act, if you need special assistance to access the Board meeting room or to otherwise participate at this meeting, including auxiliary aids or services, please contact Assistant Superintendent's Office at 310-886-1490. Notification at least 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure Accessibility to the Board meeting.

CONSENT AGENDA

All items on the Consent Agenda will be approved with one motion, which is not debatable and which requires a unanimous vote for passage, and if any member of the Board, the Superintendent, or the public, so requests, an item shall be removed from this section and placed in the regular order of business following the approval of the Consent Agenda.

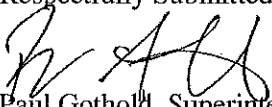
Motion _____ Second _____ Vote _____

9. HUMAN RESOURCES - CLASSIFIED

9.1 Request Approval of the Memorandum of Understanding Made between the Lynwood Unified School District (LUSD) and the Service Employees International Union (SEIU) to Amend Provisions of the Collective Bargaining Agreement and Receive an Increase in Compensation Effective July 1, 2015

10. Report Out of Closed Session Pursuant to Government Code Section 54957

11. ADJOURNMENT Time: _____

Respectfully Submitted,

Paul Gothold, Superintendent

**LYNWOOD UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION AGENDA**

**TO: Paul Gothold
Superintendent of Schools**

BOARD MEETING DATE: August 14, 2015

**FROM: Adrienne D. Konigar Macklin
Assistant Superintendent of
Human Resources/General
Counsel**

**SCHOOL/DEPARTMENT: Human Resources
(Classified)**

**AGENDA ITEM: REQUEST APPROVAL OF THE MEMORANDUM OF UNDERSTANDING
MADE BETWEEN THE LYNWOOD UNIFIED SCHOOL DISTRICT (LUSD)
AND SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) TO AMEND
PROVISIONS OF THE COLLECTIVE BARGAINING AGREEMENT AND
RECEIVE AN INCREASE IN COMPENSATION EFFECTIVE JULY 1, 2015**

BACKGROUND INFORMATION:

Members of the SEIU bargaining unit in paid status as of July 1, 2015 shall receive a 5% salary schedule increase. The salary schedule increase shall be allocated among bargaining members at the rate of \$1.00 per hour per member effective July 1, 2015

Members of the bargaining unit in paid status as of July 1, 2015 shall also receive a 4% one time, off-schedule bonus effective July 1, 2015. The one time off-schedule bonus shall be paid to members of the bargaining unit no later than August 31, 2015.

Members of the SEIU bargaining unit in paid status as of December 1, 2015 shall receive an additional 1% on schedule salary increase effective the first pay period of December 2015.

Members of the bargaining unit in paid status as of March 1, 2016 and that retire under CalPers by June 15, 2016, will receive an early retirement stipend of \$7,500.00. Once submitted, the employee's retirement from the District is irrevocable.

Other non-monetary contractual amendments will be implemented in accordance with agreed MOU.

Renewal Contract/Item

New Contract/Item

Financial Implications?

Are funds for this item included in the 2015-2016 Budget?

Requisition # from PeopleSoft:

Yes No

Yes No

NOT APPLICABLE

N/A

(Amount)

N/A

(Name of funding source and/or location)

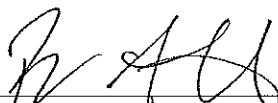
N/A

(Funding account number)

Recommended for: Approval Denial

Certification Requested Yes No

Superintendent's Office Certification:



Paul Gothold, Superintendent

08-14-2015

Agenda Report 9.1
Page 1 of 6
ADDENDUM

LYNWOOD UNIFIED SCHOOL DISTRICT
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 99
Memorandum of Understanding on a Successor Agreement
July 23, 2015

THE MEMORANDUM OF UNDERSTANDING "MOU" IS MADE BETWEEN THE Lynwood Unified School District, as the School District duly formed and existing under the laws of the State of California "LUSD" and the SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 99, with reference to the following:

ARTICLE 1: UNION CERTIFICATION- CA

Appendix A shall be revised to reflect current positions effective July 1, 2015.
(Attached)

ARTICLE 2: DEFINITION OF TERMS

Revise definition of seniority- Seniority shall be defined as date of hire consistent with Education Code section 45308. In the event of a tie in seniority the tie breaker shall be by lot.

The parties shall review the terms articulated in this article once per year on or before June 30 of each year of this agreement to discuss changes, additions, and amendments to this article.

ARTICLE 3: MAINTENANCE OF MEMBERSHIP-CA

ARTICLE 4: UNION RIGHTS-CA

Status quo except:
Add 3 Stewards for Campus Monitors

4.4 Copies of the union contract shall be supplied electronically to all bargaining unit members

4.6 Add Assistant Superintendent of Educational Services or designee, and/or Assistant Superintendent of Human Resources or designee.

4.8 Delete

ARTICLE 6: SALARIES

Members of the SEIU bargaining unit in paid status as of July 1, 2015 shall receive a 5% salary schedule increase. The salary schedule increase shall be allocated among bargaining members at the rate of \$1.00 per hour per member effective July 1, 2015.

Members of the bargaining unit in paid status as of July 1, 2015 shall also receive a 4% one time, off-schedule bonus effective July 1, 2015. The one time off-schedule bonus shall be paid to members of the bargaining unit no later than August 31, 2015.

Members of the SEIU bargaining unit in paid status as of December 1, 2015 shall receive an additional 1% on schedule salary increase effective the first pay period of December 2015.

Members of the bargaining unit in paid status as of March 1, 2016 and retire under CalPers by June 15, 2016, will receive an early retirement stipend of \$7500. Once submitted, the employee's retirement from the District is irrevocable.

6.2 Uniforms – CA

6.3 Status Quo

6.4 The District agrees to submit to the County Superintendent of Schools Payroll Section all hours worked by the unit member for payment, thirty (30) days after ratification by both parties to the extent possible.

6.5 Attendance Incentives

0 days absent -\$500 plus the use of one floating holiday to be taken during the following fiscal year.

The use of the floating holiday must be approved by the member's supervisor and used during the year allocated. Any such floating holiday not used shall not be available for use in any subsequent years.

1 day absent -\$250

6.6 (6.8) Any member of the bargaining unit required to drive his/her personal vehicle in the performance of a work assignment shall receive reimbursement for mileage at the then current IRS rate. Members of the bargaining unit shall not be entitled to mileage reimbursement in the course of traveling to or from a work assignment and/or split shift assignment.

ARTICLE 8: HOURS-CA

8.2 ADD

Overtime for all departments shall be on a rotational basis in order of seniority. Site seniority shall first be considered. If a unit member is called and declines the overtime, the next member on the list will be called and offered overtime. The declining member shall rotate to the end of the site and district list for purposes of being considered for overtime. If all unit members on the list at the site decline overtime, overtime may be offered to the next employee on the district seniority list for that particular position. The initial lists for seniority shall be established by the District and reviewed by the parties no later than October 1, 2015. Upon

agreement the lists shall be certified by the parties and be maintained by the parties for the duration of this agreement.

ARTICLE 9: HOLIDAYS-CA

Delete #14

ARTICLE 10: HOLIDAYS

Status quo

Except:

10.3 Vacation schedules shall be developed and posted on a calendar on or before October 31st of each year.

10.11 In the event the District is in financial crisis and needs to administer furlough days it will be negotiated with the Union and the District.

ARTICLE 11: LEAVES

Status quo

ARTICLE 12: TRANSFERS

12.3 members of the bargaining unit may be administratively transferred upon 24 hours' notice in the event of a compelling District need.

In the event of a district initiated transfer the member shall be provided with a reason for the transfer.

ARTICLE 14: SAFETY AND TRAINING

Status quo

ARTICLE 15: GRIEVANCE PROCEDURE

Status quo

ARTICLE 22: DURATION-CA

July 1, 2015 –June 30, 2018

APPENDIX B- Attached

MOU- COLLECTIVE BARGAINING SUB-COMMITTEE

The parties shall develop a sub-committee of an even numbers of members not to exceed 4 to discuss the following:

- Article 4.1- The processing of grievance and release time, exclusively.
- Articles 10 and 11- Use of vacation by-out or use of vacation days
- Article 14- Safety and Training
- Article 15-Grievance Procedure
- Article (23 new)- Discipline

The parties shall meet and discuss the aforementioned articles no later than December 1, 2015.

The parties shall maintain the status quo on all other Articles and terms and conditions set forth in the July 1, 2012 through June 30, 2015 collective bargaining agreement unless otherwise amended by agreement of the parties.

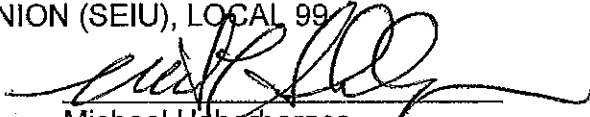
This MOU shall be implemented upon completion of the following:

This is a tentative agreement and the terms and provisions herein are pending and shall be implemented upon ratification of both SEIU, Local 99 membership, and approval by the LUSD Board of Education.

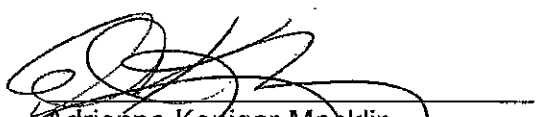
Entered into this 23rd day of July, 2015.

SERVICE EMPLOYEES INTERNATIONAL
UNION (SEIU), LOCAL 99

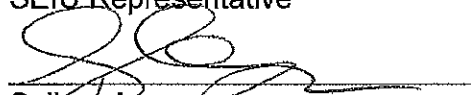
LUSD



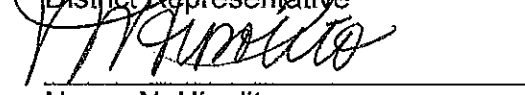
Michael Haberberger
SEIU Representative



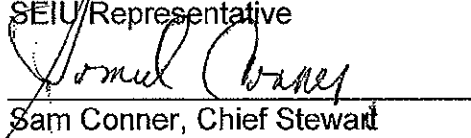
Adrienne Konigar-Macklin
District Representative



Salim Aregaye
SEIU Representative



Nancy N. Hipolito
Director of Human Resources



Sam Conner, Chief Stewart

APPENDIX B

Longevity Compensation

Anniversary increments are to revised effective January 1, 2016 as follows:

An additional \$10.00 to be added to the monthly base pay beginning with the tenth (10th) year of service.

An additional \$40.00 to be added to the monthly base pay beginning with the twelfth (12th) year of service.

An additional \$100.00 to be added to the monthly base pay beginning with the fifteenth (15th) year of service.

An additional \$140.00 to be added to the monthly base pay beginning with the eighteenth (18th) year of service.

An additional \$200.00 to be added to the monthly base pay beginning with the twentieth (20th) year of service.

An additional \$230.00 to be added to the monthly base pay beginning with the twenty-third (23rd) year of service.

An additional \$265.00 to be added to the monthly base pay beginning with the twenty-fifth (25th) year of service.

An additional \$300.00 to be added to the monthly base pay beginning with the thirtieth (30th) year of service. An additional \$350.00 to be added to the monthly base pay beginning with the thirty—fifth (35th) year of service.