

Lynwood Unified School District (LUSD)
Counter proposal to
Lynwood Teachers Association (LTA/CTA/NEA)

Compensation Issues

June 29, 2009

Article VIII:
Salary and Salary Schedule Rules and Regulations

8.2 Salary Schedules

8.2.1 The teacher's salary schedule for 2006-2007 and 2007-2008 is attached as Appendix "A".

- a. Lynwood USD and LTA agree that salary negotiations for the 2008-2009 school year are closed; however, the parties agree to immediately meet, negotiate, and implement the imminent separation from the currently Health Benefit plan of Blue Shield, and move into the SCEET Trust for the upcoming 2009-2010 plan year commencing on October 1, 2009. This shall be on a trial basis for the year 2009-2010 unless otherwise negotiated.
- b. The parties agree that, commencing in the 2009-2010 school year, the District shall reduce the LTA member's salary schedule (as applied in the 2008-2009) by three percent (3%), effective July 1, 2009. The District and LTA agree that this salary reduction is for the 2009-2010 fiscal year only, and that the three percent (3%) shall be automatically added back to the salary schedule for the 2010-2011 fiscal year and thereafter.

8.2.1.b.1 The parties agree that, for the 2009-2010 school year only, the first pupil-free work day shall operate as a furlough day (non-work, non-paid). Consequently, teachers shall only work one hundred eighty-one (181) days for the 2009-2010 academic year, and the salary schedule shall be prorated accordingly for that year 2009-2010 only.

- c. Lynwood USD and LTA agree that any LTA bargaining unit member who files for retirement by June 1, 2010 will be fully reimbursed by the District Office the three percent (3%) salary reduction for the 2009-2010 fiscal year in order not to affect retirement benefits.

Héctor H. Márquez
LTA 6/29/09
Jane B. Chias 6/29/09
LUSD 8:00 PM

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- d. In exchange for the LTA's agreement to this reduction in pay, the District agrees to rescind all 94 Preliminary Layoffs Notices/Accusations served by the District upon LTA unit members on or about June 19, 2009. The three percent (3 %) salary reduction shall take retroactive effect only after all 94 Preliminary Layoffs Notices/Accusations have been rescinded. If any additional preliminary notices of layoff are served, such notices shall be null and void.
- e. The District also agrees to the following conditions:
- I. If the District sees that there is a need to implement a cut in any department/academic program/grade level, at that point in time, the District shall meet and confer with the exclusive bargaining agent – LTA to resolve any concern and issues regarding budgetary issues of the instructional program.
 - II. LTA assumes full and total financial responsibility for the seventy-five (75%) part-time release of the LTA President, pending LTA internal approval.
 - 8.2.1.f.II.i It is understood that LTA President will remain a full-time employee of Lynwood USD and will retain all contractual benefits.
 - 8.2.1.f.II.ii LTA will pay for a substitute teacher to substitute the LTA president's classroom/classes.
 - III. All ~~current and future~~ full-time Regional Occupation Program (ROP) teachers with a minimum bachelor's degree shall be provided with a Lynwood USD employment contract which guarantees placement in the salary schedule, Health & Welfare benefits, and all contractual language provided to any LTA bargaining unit member. ~~The District and LTA agree that this provision shall be negotiated for the 2010-2011 school year. This shall be on a trial basis for the year 2009-2010 unless otherwise negotiated.~~

Hector A. Marquez
LTA 6/29/09
Jose B. Casas
LUSD 6/29/09
8:00 AM