

LOMPOC UNIFIED
SCHOOL DISTRICT
and
LOMPOC FEDERATION
OF TEACHERS



CERTIFICATED BARGAINING UNIT CONTRACT

2017-2020⁽³⁾

Year 3 of 3-year Contract
(updated salary schedules)

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1 ARTICLE I - AGREEMENT

2 1.1 This Agreement is made and entered into this 21st day of March, 2017 between the Lompoc
3 Federation of Teachers, Local 3151, CFT/AFT, (hereinafter referred to as "Federation"), and
4 the Lompoc Unified School District, (hereinafter referred to as "District"), pursuant to the
5 Educational Employment Relations Act (hereinafter referred to as "EERA") commencing at
6 Government Code, Section 3540.

7 1.2 This Agreement shall remain in full force and effect from the date ratified by the Federation
8 and the District up to and including June 30, 2020. Both the District and the Federation shall
9 submit in writing their initial proposals to the other party for negotiation of a new three-year
10 agreement by June 9, 2017.

11 1.3 For the period covering the 2018-2019 school year, there shall be reopener negotiations on
12 Article XI – Compensation and Benefits and two additional Articles of each party's choice.
13 Both the District and the Federation shall submit in writing their initial proposals to one
14 another for negotiations by December 31, 2018.

15 1.4 For the period covering the 2019-2020 school year, there shall be reopener negotiations on
16 Article XI – Compensation and Benefits and two additional Articles of each party's choice.
17 Both the District and the Federation shall submit in writing their initial proposals to one
18 another for negotiations by December 31, 2018.

19 1.5 For the period covering the 2020-2021 school year, both the District and the Federation shall
20 submit in writing their initial proposals to the other party for negotiations of a new three-year
21 agreement by December 31, 2019.

22 ARTICLE II - RECOGNITION

23 2.1 The District recognizes the Federation as the exclusive representative for purposes of the
24 Rodda Act (GOVERNMENT CODE, Section 3540, et seq., Title I, Division 4, Chapter 10.7) for
25 that unit of employees certified by the Public Employment Relations Board in Case No. LA-R-
26 38, 268 as follows:

27 2.1.1 All regular, full-time and part-time, temporary, probationary and permanent
28 certificated employees, all special contract employees within the meaning of
29 EDUCATION CODE, Section 44909, and all subject coordinators, but excluding
30 adult education teachers, home/hospital teachers, substitutes, all other
31 employees, management, supervisory and confidential employees.

32 2.2 The Federation and the District agree that this represents the appropriate unit and that it will not
33 seek by any means, including but not limited to any Public Employment Relations Board
34 proceedings, to amend or change in any way the unit described herein. Nothing agreed to
35 herein will prevent adjustments to the unit to be made upon mutual agreement of the District
36 and the Federation.

37 2.3 Disputes concerning this Article shall be resolved by the Public Employment Relations Board in
38 accordance with the procedures specified under its rules and Section 3540, et seq., of the
39 GOVERNMENT CODE.

40 ARTICLE III - FEDERATION RIGHTS

41 3.1 The Federation shall have the right to communicate with members of the bargaining unit as
42 follows:

43 3.1.1 All Federation meetings will be conducted by unit members or Federation officials
44 outside established work hours as defined in the Article in this Agreement regarding
45 Hours, and will be conducted in places other than District property, except when:

- 46 A. An authorized Federation representative submits the appropriate Civic Center
47 Act form to the Business Division which stipulates the specific time, place and
48 type of activity to be conducted, and
- 49 B. The District can verify that such requested activities and use of facilities will not
50 interfere with the school program and/or duties of unit members.

51 3.1.2 Federation representatives shall have the right to visit unit members provided there is
52 no interruption in the teaching/learning process such as a class in session, including
53 planning activities or a conference with parents, students or other staff members.
54 Representatives shall make their presence known to the appropriate authority in the
55 school.

56 3.1.3 The Federation shall have the right to use the District's mail system, e-mail and/or
57 mailboxes in and between school and administration sites for the purpose of
58 communicating with employees. Such material will be distributed by building
59 representatives or a Federation designee at each school. The contents of these
60 materials will be consistent with current Board Policies.

61 3.1.4 The District agrees to provide bulletin board space of adequate size in each school for
62 Federation use subject to the following conditions:

- 63 A. All postings for bulletin boards or items for school mail boxes must contain the
64 date of the posting or distribution and the identification of the organization, and
65 be signed by the Federation president,
- 66 B. All authorized Federation material will be of a professional nature, and comply
67 with current LUSD Board policies, and

68 ARTICLE III - FEDERATION RIGHTS (continued)

69 C. The method of distribution of authorized Federation material shall not be
70 disruptive to the program or operation of the school.

71 3.1.5 The District shall provide space on the District's website for the Federation to publish
72 Federation communication to members and the public at large.

73 3.1.6 The Federation shall have the right to hold local site meetings with unit members
74 outside their work hours (as defined in Article IX - Hours) provided there is no
75 interruption in the educational program, such as a conference scheduled or in progress.

76 3.2 In compliance with AB 119, the District will grant access to the Federation to new employee's
77 orientations and provide bargaining unit lists. The District and the Federation agree to the
78 following:

79 3.2.1 For the subsection only, a "day" is defined as one calendar day.

80 3.2.2. The District shall provide the Federation written notice of any new employee
81 orientations in whatever form they make take, at least fifteen (15) days prior to the
82 event.

83 Representatives of the Federation shall be permitted to make a presentation of up to
84 sixty minutes and present written materials to any employee participating in such
85 orientation. Federation representatives shall have release time without loss of
86 compensation to attend new employee orientations, if they occur during a school day.
87 The District is responsible for constructing the agendas for all new employee
88 orientations.

89 3.2.3 The District shall provide the Federation the following information (a) name; (b) job title;
90 (c) department; (d) work location; (e) work, home and personal cellular telephone
91 number; (f) personal email address; and (g) home address by the third working day of
92 the month following their hiring.

93 3.2.4 The District shall provide by the first day of school the same information as in 3.2.3 for
94 all employees, and then every 120 days after the first day of school or as requested.

95 3.3 The Federation has the right, upon request, to consult on the definition of educational

96 ARTICLE III - FEDERATION RIGHTS (continued)

97 objectives, determination of content of courses and curriculum and the selection of textbooks
98 as defined in GOVERNMENT CODE, Section 3543.2.

99 3.4 The District shall provide electronic copies of the Agreement, amendments or addenda thereto
100 for all unit members.

101 3.5 The District shall mail to the Federation a copy of the Board of Education agenda and minutes
102 as soon as printed.

103 3.6 Commencing on July 1 of each year, the District shall credit the Federation with 15 days of
104 District-paid Federal Release time to be used for Federation business. These hours shall not
105 accrue beyond June 30 of each year. Release time shall be used at the discretion of the
106 chapter as authorized by the President (or designee) for purposes of Federation events,
107 trainings, conferences or official Federation business. The Federation may purchase twenty
108 (20) days of release time for Federation business not inconsistent with this Agreement at a cost
109 not to exceed that of a substitute teacher.

110 3.7 The Federation and the District shall meet on a monthly basis for the purpose of articulation of
111 the contract, as well as discussion relating to pertinent areas of the contract, vis-a-vis
112 interpretation and implementation. Such meetings shall include members of the Federation
113 and District-Cabinet and other employees as needed. By mutual consent, meetings may be
114 scheduled more frequently. At the school site level, similar meetings as the above shall be held
115 if mutually agreed to by the building site principal and a Federation representative.

116 3.8 MAINTENANCE OF MEMBERSHIP

117 Any employee who is paying dues may stop making those payments by giving written notice to
118 the Federation and the District during the window period of 30 calendar days prior to the
119 expiration of the contract between the District and the Federation. The District will honor the
120 employee's membership authorizations unless they are revoked in writing during this period
121 irrespective of the employee's membership in the Federation. In the event the member does
122 not revoke their membership during the window period, or 30 calendar days, their membership
123 will continue in full effect.

124 MAINTENANCE OF MEMBERSHIP (continued)

125 The District and Federation agree that any unit member who is a member of the Federation or
126 who becomes a Federation member during the term of this Article, must maintain membership
127 so long as the unit member remains a member of the bargaining unit or is re-employed in the
128 event of a layoff.

129 3.8.1 With respect to all membership dues deducted by the District, the District agrees
130 promptly to remit such monies to the Federation accompanied by an alphabetical list of
131 unit members for whom such deductions have been made, indicating any changes in
132 personnel from the list previously furnished. There shall be no charge to the Federation
133 for such deductions.

134 3.9 The District shall deduct from the pay of unit members District approved credit union
135 contributions and District approved group insurance premiums voluntarily authorized in writing
136 by the unit member on a District form.

137 3.10 The Federation shall indemnify and hold the District harmless from any and all claims,
138 demands, suits or any liability arising out of Sections 3.8, 3.9 and 3.10 of this Article.

139

140 ARTICLE IV - MANAGEMENT RIGHTS

141 4.1 The District shall retain all rights, authorities, and duties conferred upon and vested in it by the
142 Laws and Constitutions of the United States and the State of California. Such rights,
143 authorities, and duties include the right to determine and administer policy and may be limited
144 only by the terms of this contract.

145 4.2 The District reserves the exclusive right and responsibility to direct, manage and control to the
146 full extent authorized by law or as agreed upon by the terms of this contract; e.g., determine its
147 organization; direct work of its unit members; determine the times and hours of operation;
148 determine the kinds and levels of services to be provided, and the methods and means of
149 providing them; establish its educational policies, goals and objectives; insure the rights and
150 educational opportunities of students; determine staffing patterns; determine the number and
151 kinds of personnel required; maintain the efficiency of District operations; determine the
152 curriculum; build, move or modify facilities; establish budget procedures and determine
153 budgetary allocation; determine the methods of raising revenue; contract out work; and take
154 action on any matter in the event of an emergency in accordance with law. In addition, the
155 District retains the right to hire, classify, assign, evaluate, reward, promote, terminate, take
156 appropriate action against or in support of unit members and any other specific responsibilities
157 enumerated to the full extent authorized by law.

158 4.3 In the event of an emergency, the District shall have the right to take immediate action as may
159 be necessary to protect the health, welfare and/or safety of its pupils and/or employees of the
160 District. An emergency is defined as an unforeseen occurrence or occasion.

161 4.4 The determination of whether or not an emergency exists is solely within the discretion of the
162 Board and is expressly excluded from the provisions of Article V - Grievance Procedures.

163

164 ARTICLE V - GRIEVANCE PROCEDURE

165 5.1 DEFINITIONS

166 5.1.1 A "grievance" is a formal written allegation concerning a violation of this agreement by
167 an individual unit member, group of unit members, or the Federation, who has been
168 adversely affected by a violation, misapplication or misinterpretation of a specific
169 provision of this Agreement. Actions to challenge or change the policies of the District
170 as set forth in the rules and regulations or administrative regulations and procedures,
171 not addressed by this Agreement, must be undertaken under separate legal processes.

172 5.1.2 A "day" is a day in which the Central Administration Office of the District is open for
173 business.

174 5.1.3 The "immediate supervisor" is the lowest level building administrator having immediate
175 jurisdiction over the grievant who has been designated by the District to adjust
176 grievances.

177 5.1.4 The "appropriate administrator" is the Assistant Superintendent, Human Resources and
178 /or the administrator who has jurisdiction over the area where the grievance originated.

179 5.1.5 The "grievant" is an individual unit member, group of unit members, or the Federation.

180 5.2 PROCEDURES

181 5.2.1 A unit member or group of unit members may at any time present grievances to the
182 District and have such grievances adjusted without the intervention of the Federation,
183 provided that the District shall not agree to a final resolution of the grievance until the
184 Federation has received a copy of the grievance and the proposed resolution and has
185 been given the opportunity to file a response. Said response shall be filed by the
186 Federation within twenty (20) days following receipt.

187 5.2.2 The filing or pendency of any grievance shall in no way operate to impede, delay or
188 interfere with the right of the District to take action.

189 5.2.3 Failure to comply with time limits, to attend scheduled meetings to discuss or hear the
190 grievance, or to provide requested information at the grievant's disposal relating to the
191 subject matter of the grievance shall be deemed a termination of the grievance by the

192 ARTICLE V - GRIEVANCE PROCEDURE (continued)

193 unit member.

194 5.2.4 The grievant has right to be present at each step of the grievance procedure.

195 5.2.5 Both the grievant and the administrative staff who are involved in the conferences,
196 investigations, and review procedures prescribed herein, shall have the right starting at
197 Level I to have assistance of counsel or one representative and at the informal level the
198 unit member shall have the right to be accompanied and represented by a unit member.
199 At least twenty-four (24) hours notice shall be given to all parties concerned when it is
200 the intention of any person to be accompanied by such representative. The notice shall
201 designate who such representative shall be. Such notice may be waived by express
202 advance mutual agreement. Release time shall be limited solely to the provisions of
203 Section 5.2.6 of this Article.

204 5.2.6 The Federation shall receive release time for designated Federation members to serve
205 as representatives for the processing of grievances past Level I, subject to the following
206 conditions:

207 A. The Federation shall notify the District of the names of two (2) designated
208 representatives within thirty (30) days of the first contracted day of each school
209 year. The Federation shall inform the District in a timely manner of any changes
210 that may occur during the school year.

211 B. Twenty-four (24) hours prior to release from duties for grievance processing, as
212 enumerated in Section 5.2.6.C (below), the designated representative shall
213 inform the site administrator in order that an adequate substitute may be
214 obtained, if necessary.

215 C. Such time off shall be limited solely to representing a grievant in conference with
216 a management person beyond Level I and in no way shall this release time be
217 used for such matters as gathering information, interviewing witnesses or
218 preparing a presentation.

219 5.2.7 The Assistant Superintendent, Human Resources shall monitor and facilitate the

220 ARTICLE V - GRIEVANCE PROCEDURE (continued)

221 processing of grievances. A grievance shall be submitted on the appropriate form
222 provided by the District.

223 5.2.8 A grievant's failure at any step of this procedure to appeal a grievance to the next level
224 within the specified time limit, shall be deemed a termination of the grievance.

225 5.2.9 Grievances can only be initiated or appealed by the grievant.

226 5.2.10 A grievance not initiated within twenty (20) days after the occurrence of the act,
227 condition or omission on which the grievance is based, shall be considered as waived.

228 Except where there are fewer than twenty (20) days remaining on the teacher
229 professional calendar after the occurrence of the act, condition or omission on which the
230 grievance is based, it is understood by all parties that the balance of these remaining
231 days move to the beginning of the next immediate professional calendar date.

232 5.2.11 Group Grievance - If the grievance involves more than one unit member, and involves
233 substantially the same claims, facts and times, the grievances may be submitted as a
234 group grievance. The Federation must clearly identify the individuals in the group or
235 groups for whom a group grievance is being filed, in order to facilitate a reasonable
236 response to the issues of said group. The District may administer such grievance as a
237 group grievance.

238 5.2.12 Time limits may be extended at any level by Agreement between the Superintendent or
239 designee and the Federation.

240 5.2.13 If the Federation is representing the grievant, the decision at each level will also be
241 communicated in writing to the Federation within the time limit.

242 5.2.14 All documents pertaining to a grievance shall be maintained in a file separate from the
243 bargaining unit member's personnel file. The grievant and the Federation representative
244 may inspect the material contained in this file during regular business hours, in the
245 presence of a Human Resource representative. The grievant or the Federation shall
246 give the District a twenty-four hour (24) notice of intent to view the files.

247 5.2.15 No reprisals of any kind shall be taken by the District against a grievant or person who

248 ARTICLE V - GRIEVANCE PROCEDURE (continued)

249 assisted the grievant by reason of a person being a grievant or person who assisted the
250 grievant.

251 5.3 INFORMAL LEVEL

252 5.3.1 Before filing a formal written grievance, the grievant shall attempt to resolve it by an
253 informal conference with the grievant's immediate supervisor.

254 5.4 FORMAL LEVEL

255 5.4.1 LEVEL I

256 Within twenty (20) days after the occurrence of the act, condition or omission giving rise
257 to the grievance, the grievant must present such grievance in writing to the immediate
258 supervisor. Any grievance not initiated within this twenty (20) day period is automatically
259 waived. Except where there are fewer than twenty (20) days remaining on the teacher
260 professional calendar after the occurrence of the act, condition or omission on which the
261 grievance is based, it is understood by all parties that the balance of these remaining
262 days move to the beginning of the next immediate professional calendar date.

263 This statement shall be a clear, concise statement of the grievance, citation of the
264 specific article, section, paragraph and sentence of the Agreement that is alleged to
265 have been violated, the circumstances involved, the decision rendered at the informal
266 conference, the specific remedy sought, and be signed by the grievant.

267 The supervisor shall communicate a decision to the unit member in writing within ten
268 (10) days after receiving the grievance. If the supervisor does not respond within the
269 time limits, the grievant may appeal to the next level.

270 Within the above time limits either party may request a personal conference with the
271 other party.

272 ARTICLE V - GRIEVANCE PROCEDURE (continued)

273 5.4.2 LEVEL II

274 In the event the grievant is not satisfied with the decision at Level I, the grievant may
275 appeal the decision on the appropriate District form to the appropriate administrator
276 within ten (10) days.

277 This statement shall include a copy of the original grievance, the decision rendered, and
278 a clear, concise statement of the reasons for the appeal.

279 The appropriate administrator shall communicate a decision within ten (10) days after
280 receiving the appeal. Either the grievant or the appropriate administrator may request a
281 personal conference within the above time limits.

282 5.4.3 LEVEL III

283 If the grievant is not satisfied with the decision at Level II, the grievant may appeal the
284 decision on the appropriate form to mediation within ten (10) days. This form shall be
285 submitted to the Assistant Superintendent, Human Resources and shall include a copy
286 of the original grievance and appeal, the decisions rendered and a clear, concise
287 statement of the reasons for the appeal signed by the grievant. The Assistant
288 Superintendent, Human Resources shall, within five (5) days after receipt of the written
289 request, submit a request for the immediate services of a mediator to the California
290 State Conciliation Service.

291 The function of the mediator shall be to assist the parties to achieve a mutually
292 satisfactory resolution of the grievance by means of the mediation process. Both the
293 grievant and the management staff who are involved in the conferences, investigations,
294 and review procedures prescribed herein, shall have the right to enjoy the privilege of
295 assistance of counsel and/or organization representatives. At least twenty-four (24)
296 hours notice shall be given to all parties concerned when it is the intention of the
297 grievant to be accompanied by any such representatives. The notice shall designate
298 who such representative shall be. Such notice may be waived by express advance
299 mutual agreement.

300 ARTICLE V - GRIEVANCE PROCEDURE (continued)

301 If a satisfactory resolution of the grievance is achieved by means of this mediation
302 process, both parties to the grievance shall sign a written statement of resolution to that
303 effect, and thus waive the right of further appeal of the grievance.

304 The parties agree that Level III of this grievance procedure may be waived by mutual
305 agreement of the grievant and the District.

306 5.4.4 LEVEL IV

307 If the grievant is not satisfied with the decision at Level III, the grievant may within ten
308 (10) days appeal the decision by written notice to the District. The advisory arbitration
309 proceeding shall be conducted by a hearing office to be selected by the Federation and
310 the District. If the two (2) parties fail to reach agreement on a hearing officer with a ten
311 (10) day period, the California State Mediation and Conciliation Service (SMCS) will be
312 requested by the District to submit a list of seven (7) names of the parties. Each party
313 will alternatively strike from the list until only one (1) name remains. The first party to
314 strike a name on the list will be determined by lot.

315 The hearing officer shall hold a hearing at the earliest possible time. At least five (5)
316 days' notice will be given to all parties of the time and place of the hearing. The
317 jurisdiction of the hearing officer shall be confined to a determination of the facts and the
318 interpretation of the provision of this Agreement. The hearing office will have no power
319 to add to, subtract from, or modify the terms of this Agreement or the written policies,
320 rules, regulations, and procedures of the District. Witnesses will be assured that their
321 testimony is confidential. The District shall make available all witnesses necessary for
322 the arbitration and the hearing shall be conducted during normal business days.

323 As soon as possible, after the conclusion of the hearing, the hearing officer shall render
324 an advisory written decision to all parties. The hearing officer shall be empowered to
325 recommend any award reimbursement for financial loss of wages and or fringe benefits
326 and/or non-financial remedies as judged to be proper. The hearing officers'
327 recommendation shall be discussed at the next regularly scheduled Board meeting after

328 ARTICLE V - GRIEVANCE PROCEDURE (continued)

329 the receipt of the hearing officer's decision, as long as, there are at least three (3) days
330 before the next regularly scheduled Board meeting. The final decision rests with the
331 Board of Education. The Board has the authority to accept, modify or reject the
332 decision. The Board shall communicate its decision in writing, to the grievant and
333 Federation within ten (10) days of the Board meeting.

334 The fees and expenses of the hearing officer shall be shared equally by the District and
335 the Federation. All other expenses shall be borne by the party incurring them.

336 ARTICLE VI - TRANSFERS

337 6.1 A transfer shall be defined as an assignment of a unit member to another school plant within
338 the same position classification.

339 6.1.1 If a certificated employee receives an unsatisfactory evaluation, the unit member may
340 not be voluntarily, or involuntarily, transferred to another site or school without the
341 written approval of the Superintendent or designee.

342 6.2 VOLUNTARY TRANSFER

343 6.2.1 The Human Resources Department shall compile a list of actual openings for the
344 following school year no later than the 8th working day in May. Openings will be posted
345 at each school site and an e-mail will be sent to each bargaining unit member's district
346 e-mail account. Any openings that occur after the initial posting will be sent to each
347 bargaining unit member's district e-mail account as soon as the openings occur.
348 Openings that occur after July 15 will not be posted for voluntary transfers to help
349 facilitate last minute staffing for the coming new school year.

350 6.2.1.1 Unit members are eligible to apply for the various openings on this list up to and
351 including the 3rd working day following each posting, provided they qualify for the
352 posted position. When in the judgment of the District all factors are best for school site,
353 unit members will be placed in vacant positions before newly hired employees.

354 6.2.2 Unit members must contact directly the site administrator at the school where the
355 opening exists.

356 6.2.3 Vacancies that occur after the beginning of the school year and are filled by temporary
357 teachers will be considered open the following year for the purpose of meeting posting
358 requirements described in this section

359 6.2.4 Transfers will be considered based on all of the following criteria:

- 360 A. Qualifications and proper credentials.
- 361 B. Competence.
- 362 C. Balancing of staff with respect to experience, special skills and talents.
- 363 D. Educational and subject needs.

364 ARTICLE VI – TRANSFERS (continued)

365 E. Legal requirements of the District.

366 F. Length of successful service in the District.

367 G. Adjustment to meet teacher/pupil ratios.

368 6.2.5 The administrator shall invite a teacher/designee or department head to be involved in
369 the interview process. The final decision lies with the administrator.

370 6.2.6 Applicants listed in this section shall be notified after the position is filled.

371 6.2.7 A unit member denied a voluntary transfer may request a meeting with the following
372 people present: the unit member, a Federation representative, the Assistant
373 Superintendent, Human Resources and such additional management personnel as the
374 Assistant Superintendent, Human Resources deems is appropriate for the purpose of
375 providing the unit member with the reasons for the denial of the transfer.

376 6.3 INVOLUNTARY TRANSFER

377 6.3.1 Involuntary transfers shall not be punitive in nature and shall be based on the legitimate,
378 educationally related needs of the District. The District shall seek volunteers from the
379 school where the reduction needs to occur before involuntarily transferring the least
380 senior member of the staff. If a vacancy occurs up to five (5) days before the beginning
381 of the school year at the site from which the teacher was transferred, the transferred
382 teacher may return to the school of origin. The Federation will be contacted before any
383 involuntary transfers are made. District seniority will be the primary consideration.
384 However, required credentials for the school of origin and the receiving school
385 may take precedence. Exceptions can be made under special circumstances
386 when agreed to by the District and the Federation. No one teacher shall be
387 involuntarily transferred more than three times without mutual consent of the District and
388 the Federation.

389 6.3.2 Exceptions can be made under special circumstances when agreed to by the District
390 and the Federation.

391 ARTICLE VI – TRANSFERS (continued)

392 6.3.3 Notice of involuntary transfers shall be given in writing along with reasons to the unit
393 member as soon as possible and not later than five (5) days from the last day of school
394 for teachers. The District may make exceptions to the five-day rule on a case by case
395 basis. Transfers made because of overstaffing which occur after this date shall
396 not be subject to this deadline.

397 6.3.4 Teachers designated to be involuntarily transferred shall have the right to indicate
398 preferences from the list of all openings as indicated in Section 6.2.1. The District and
399 the Federation will consult on each of the involuntary transfers before they are made.
400 The final decision lies with the District.

401 6.3.5 An employee who was involuntarily transferred from a worksite or program due to
402 declining enrollment or program elimination will be given priority consideration to return
403 to that work site or program for up to three years from date of transfer if a vacancy
404 should occur or the program is reinstated. The employee must be properly credentialed
405 and highly qualified for said vacancy.

406 6.3.6 A teacher who is involuntarily transferred after the start of the school year to a new site,
407 shall be allowed three (3) working days to facilitate the move without students.

408 6.4 Any grievance arising from this Article filed under the Grievance Procedure Article of this
409 Agreement shall be limited to a claim that the procedures or provisions of Section 6.3.5 of this
410 Article regarding voluntary and involuntary transfers have not been followed. No grievance
411 arising under the Grievance Procedure of this Agreement shall challenge the reasons,
412 standards or criteria for a transfer. Lompoc Unified School District Administrative Regulation.
413 AR4144 Complaints shall be the mechanism for addressing concerns which are excluded from
414 the grievance procedure in this Article. An employee may be represented at all stages of the
415 conflict resolution procedure by him/herself or, at his/her option, by a representative selected by
416 the Federation.

417 ARTICLE VI – TRANSFERS (continued)

418 6.5 REASSIGNMENT WITHIN A SCHOOL

419 Before reassignments occur within a school, staff will be involved in the staffing
420 process and those staff members affected by changes will be confidentially informed of the
421 results of the staffing process. Final staffing decisions rest with the principal.

422 6.6 ADJUSTMENTS TO WORK PLACES OF ITINERANT CERTIFICATED EMPLOYEES

423 Adjustment to the work places of itinerant certificated employees (including nurses,
424 psychologists, Deaf/Hard of Hearing (D/HOH) teachers, elementary adapted physical education
425 specialists and speech therapists) shall be made after consideration has been given to
426 individual requests. However, the District retains the right to make changes in site scheduling
427 as needed.

428 ARTICLE VII – LEAVE PROVISIONS

429 7.1 The benefits which are expressly provided by this Article, are the leave benefits which are a
430 part of this Agreement, and it is agreed that other statutory or regulatory leave benefits are not
431 incorporated either directly or implied into this Agreement, nor are such other benefits subject to
432 Article V - Grievance Procedure.

433 7.1.1. In the event of suspected abuse of sick leave or other leaves by a unit member, the
434 District may issue a warning that future abuses by said unit member may cause the
435 District to require a doctor's verification of claimed illnesses or verification of other
436 claims. In specific instances that appear to be a work stoppage, sick-in or withholding
437 of services by employees, the Superintendent or designee may request for any days or
438 hours of claimed sick leave or other leaves, that employees shall provide additional
439 verification of illness or other claims. The form of verification may include, but not be
440 limited to, a doctor's verification of illness, verification by employee's affidavit, or other
441 appropriate means. The determination of whether or not a specific instance warrants a
442 request for additional verification is solely at the discretion of the Superintendent.

443 ARTICLE VII – LEAVE PROVISIONS (continued)

444 7.2 PERSONAL ILLNESS AND INJURY LEAVE

445 7.2.1 It is understood and agreed that use of paid illness leave under Section 7.2 is reserved
446 to instances where an employee, due to illness or accident, is unable to perform his/her
447 assigned duties.

448 7.2.2 Unit members employed full-time for a year of contracted service (as defined in Article
449 9.2) shall be entitled to Leave of Absence for illness or injury as follows:

| 450 <u>Contracted Days</u> | 450 <u>Leave of Absence</u> |
|----------------------------|-----------------------------|
| 451 180-199 | 10 days |
| 452 200-219 | 11 days |
| 453 220 + | 12 days |

454 Unit members employed part-time for a year of contracted service (as defined in Article
455 9.2) shall be entitled to that portion of their Leave of Absence for illness or injury.

456 7.2.3 Unused sick leave shall be accumulated from year to year.

457 7.2.4 Extended Sick Leave (Education Code Sections 44977 and 44978.1)

458 During each school year, when a member of the bargaining unit has exhausted all
459 available sick leave, including all accumulated sick leave, and continues to be absent
460 from his or her duties on account of illness or accident for an additional period of one
461 hundred (100) work days, whether or not the absence arises out of or in the course of
462 employment, the amount deducted from the salary due him or her for any of the
463 additional one hundred (100) work days in which the absence occurs shall not exceed
464 the sum that is actually paid a substitute employee employed to fill his or her position
465 during his or her absence or, if no substitute employee was employed, the amount that
466 would have been paid to the substitute had he or she been employed.

467 For purposes of this provision, sick leave, including accumulated sick leave and the one
468 hundred (100) work days period shall run consecutively. An employee shall not be
469 provided more than one (1) one hundred (100) work day period per illness or accident.

470 However, if a school year terminates before the one hundred (100) work day period is

471 ARTICLE VII - LEAVE PROVISIONS (continued)

472 exhausted, the employee may take the balance of the one hundred (100) work day
473 period in a subsequent school year. No other paid or partial paid illness or accident
474 leave shall be granted by the District.

475 When a member of the bargaining unit has exhausted all available sick leave, including
476 accumulated sick leave, and continues to be absent on account of illness or accident for
477 a period beyond the one hundred (100) work day period provided immediately above
478 and the member of the bargaining unit is not medically able to resume the duties of his
479 or her position, the member shall no longer be employed by the District but shall be
480 placed on a re-employment list for a period of twenty-four (24) months if the employee is
481 on probationary status, or for a period of thirty-nine (39) months if the member is on
482 permanent status.

483 The twenty-four (24) or thirty-nine (39) month period shall commence at the expiration
484 of the one hundred (100) work day period of partial paid sick leave.

485 When the member is medically able, as determined by a physician selected or agreed
486 to by the District, during the twenty-four (24) month or thirty-nine (39) month period, the
487 member shall be returned to employment in a position for which he or she is
488 credentialed and qualified. If the member does not return to work during the twenty-four
489 (24) month or thirty-nine (39) month period, the member shall be taken off the re-
490 employment list and shall lose all re-employment rights to the District.

491 7.2.5 An illness leave of absence with pay shall be granted only after certification of the
492 disability has been received by Human Resources from the unit member's physician or
493 licensed health practitioner. Verification certifying the disability and inability to perform
494 regular assigned duties must be submitted on the District's form, stating the expected
495 date of delivery and period of disability. Monthly statements from the unit member's
496 physician are required as to whether the unit member continues to be disabled and
497 unable to perform the required duties of the position. Leave shall begin whenever the
498 unit member is physically disabled to the point where the normal duties required of the

499 ARTICLE VII - LEAVE PROVISIONS (continued)

500 position cannot be carried on or performed effectively, and shall be continued only for
501 the length of the period of such physical disability. Unit members who remain on duty
502 during pregnancy shall be required to perform all duties and responsibilities as
503 established for the assignment.

504 7.2.6 To be eligible to apply for sick leave absence with pay, the unit member shall be in paid
505 status and scheduled for work on the day of absence.

506 7.2.7 Unit members must notify the District of absence as soon as the necessity to be absent
507 becomes known to the unit member but in no instance later than two (2) hours before
508 reporting time on the day of absence. A unit member desiring to cancel a reported
509 absence shall notify the District as soon as possible but no later than two (2) hours prior
510 to reporting on the day of return. The District may waive this requirement in case of an
511 emergency.

512 7.2.8 A verification of illness may be required on District forms.

513 7.2.9 Periodic medical reports may be required during the extended absence of a unit member.
514 Unit members returning to work from illness absence involving surgery, serious illness or
515 extended absence, shall be required to present a physician's release verifying medical
516 permission to return to work including any specifications or restrictions.

517 7.2.10 At any time during the course of a personal illness or injury absence and upon return
518 from absence, the unit member shall be required to supply such information as may be
519 requested by the District regarding the nature of medical treatment, name and address of
520 attending physician(s), date and time of medical appointment(s), and the place and
521 phone where the employee may be reached and other related information.

522 7.2.11 If the unit member does not comply with Section 7.2.6 and 7.2.7 of this Article, the unit
523 member may have his/her salary reduced accordingly. (See Section 7.1.1)

524 7.2.12 Unit members shall be provided with an accounting of accrued leave under Section 7.2.2
525 of this Article by June 30 of each year.

526 ARTICLE VII - LEAVE PROVISIONS (continued)

527 7.3 PREGNANCY DISABILITY LEAVE

528 7.3.1 Unit members are entitled to use sick leave as set forth in Section 7.2 for physical or
529 psychological disabilities caused by or contributed to by pregnancy, miscarriage,
530 childbirth, and recovery there-from or following adoption on the same terms and
531 conditions governing leaves of absence from other illness or medical disability. The
532 length of such leaves shall be determined by the bargaining unit member's physician.

533 7.3.2 Pregnancy disability absence shall be charged to sick leave in the same manner as other
534 illness absences. A unit member shall be eligible for pregnancy disability leave during
535 the period of disability as certified by her physician. When sick leave is expended before
536 she is physically able to return to work, as certified by her physician or practitioner, she is
537 entitled to use additional non-accumulated leave as stated in 7.2.4.

538 7.4 CHILD REARING LEAVE

539 A unit member who bears or adopts a child or whose spouse or domestic partner bears or adopts
540 a child may be granted an unpaid Child Rearing Leave (CRL) for a maximum of two (2) years,
541 provided the returning date coincides with a formal grading period or an alternate date consistent
542 with the best interests of students and mutually agreed upon between the member and the
543 Assistant Superintendent of Human Resources (see Article 7.11).

544 7.5 INDUSTRIAL ACCIDENT AND ILLNESS

545 Unit members who sustain an injury or illness arising directly out of and in the course and scope
546 of their employment shall be eligible for a maximum of sixty (60) working days paid leave in any
547 one fiscal year. This leave shall not be accumulated from year to year. Industrial accident or
548 illness leave will commence on the first day of absence.

549 7.5.1 Payment for wages lost on any day shall not, when added to an award granted under the
550 Workers' Compensation laws of this State, exceed the unit member's full salary for the
551 month. Industrial accident and illness leave shall be reduced by one day for each day
552 of authorized absence, regardless of a compensation award made under the Workers'
553 Compensation. When an industrial accident or illness leave occurs at a time when the

554 ARTICLE VII – LEAVE PROVISIONS (continued)

555 leave will overlap into the next fiscal year, the unit member shall be entitled to only that
556 amount of leave remaining at the end of the fiscal year in which the industrial injury or
557 illness occurred, for the same illness or injury.

558 7.5.2 For any days of absence from duty as a result of the same industrial accident, the unit
559 member shall endorse to the District any wage loss benefit check from the Workers'
560 Compensation Fund which would make the total compensation from both sources
561 exceed 100 percent of the amount the unit member would have received as salary had
562 there been no industrial accident or illness. If the unit member fails to endorse to the
563 District any wage loss disability indemnity check received on account of the industrial
564 accident or illness as provided above, the District shall deduct from the unit member's
565 salary warrant, the amount of such disability indemnity actually paid to and retained by
566 the unit member.

567 7.5.3 Industrial accident or illness leave is to be used in lieu of normal sick leave benefits.
568 When entitlement to industrial accident or illness leave under this section has been
569 exhausted, entitlement to other sick leave will be used. If, however, the unit member
570 continues to receive temporary disability indemnity under the Workers' Compensation
571 laws of this state at the time of the exhaustion of benefits under this section, the unit
572 member may elect to take as much of the unit member's accumulated and available
573 sick leave, which, when added to the Workers' Compensation award, results in a
574 payment of not more than the member's regular salary. A unit member requesting
575 Industrial Accident and Illness Leave benefits may be required to comply with the
576 medical verification and reporting provisions of the sick leave section of this Article.

577 7.5.4 The District has the right to have the unit member examined by a physician designated
578 by the District to assist in determining the length of time during which the unit member
579 will be temporarily unable to perform assigned duties and the degree to which a
580 disability is attributable to the injury involved.

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ARTICLE VII – LEAVE PROVISIONS (continued)

7.5.5 Upon complying with District medical release requirements and receiving District authorization to return to work, a unit member on Industrial Accident or Illness Leave shall be reinstated in a similar position without loss of status or benefits, provided the employee is able to perform the duties of said similar position.

7.6 PERSONAL NECESSITY LEAVE

A maximum of fifteen (15) days of accrued illness and injury leave and additional days authorized by the Donated Illness and Injury Committee, may be used for personal necessity leave, provided that the employee has a leave balance available for use. Employees may use up to fifteen (15) days of accumulated sick leave for personal necessity leave.

The maximum fifteen (15) days of personal necessity may be used for the illness of an immediate family member as defined in Article 7.7.1. If the employee is sick, they must use sick leave. Personal necessity leave is subtracted from accrued illness and injury leave as defined in Article 7.2.2. Illness and injury leave may be accrued and, as noted above, may be used as personal necessity leave. An employee with fewer than the fifteen (15) days of total accrued illness and injury leave days may only use their available accumulated leave as personal necessity.

This leave shall not be used for matters of personal gain, recreation or vacation. Any employee taking personal necessity leave in excess of three (3) consecutive work days may be asked by Superintendent or designee to sign an affidavit stating that such leave was not used for personal gain, recreation or vacation. Under extraordinary circumstances additional consecutive days may be granted, with justification.

7.6.1 Unit members are required to notify the District of Personal Necessity Leave no later than two (2) hours before reporting time on the day of the absence. A unit member desiring to cancel a reported absence shall notify the District as soon as possible, but not later than two (2) hours before reporting time on the day of return. The District may waive this requirement in case of an emergency.

609 ARTICLE VII – LEAVE PROVISIONS (continued)

610 7.6.2 The total number of days allowed in one (1) school year for Personal Necessity Leave
611 shall not exceed fifteen (15) days and shall not be accumulated from school year to
612 school year. Absences in excess of allowable days shall be deducted at full salary
613 unless authorized by the Assistant Superintendent, Human Resources in consultation
614 with the Federation president.

615 7.6.3 If a unit member wishes to utilize any additional days provided for in Section 7.6 (s) he
616 shall submit the request on a District form to the Payroll Services Office not less than
617 three (3) work days prior to the beginning date of the leave. Absences in excess of
618 allowable days shall be deducted at full salary unless authorized by the Assistant
619 Superintendent Human Resources in consultation with the Federation. Such leaves will
620 be charged against the unit member's sick leave account.

621 7.7 BEREAVEMENT LEAVE

622 The District agrees to grant necessary leave of absence on account of the death of any
623 member of the immediate family of the bargaining unit member. Additional days may be
624 authorized by the Leave Committee.

625 7.7.1 A unit member shall be entitled to a maximum of five (5) days leave of absence at the
626 unit member's regular rate of pay on account of death of the following immediate family
627 members: Spouse, domestic partner (as designated in Article 11.5), mother (in-law or
628 step), father (in-law or step), grandparents (in-law or step), son (in-law or step),
629 daughter (in-law or step), grandchild (in-law or step), brother (in-law or step), sister (in-
630 law or step), legally placed foster children or any relative living in the immediate
631 household of the employee.

632 7.7.2 A unit member shall be entitled to a maximum of three (3) days leave of absence at the
633 unit member's regular rate of pay on account of death of the following family members:
634 aunt, uncle, or foster parent.

635 7.7.3 Employees who utilize bereavement leave will be required to indicate on the absence
636 report (PERS-14c) the relative by name and relationship.

637 ARTICLE VII – LEAVE PROVISIONS (continued)

638 7.7.4 Domestic partners (as designated in 11.5) shall be limited to the same family members
639 as named in 7.7.1.

640 7.7.5 Unit members shall be required to contact the District not later than two (2) hours before
641 reporting time on the day of their absence to request leave. A unit member desiring to
642 cancel a reported absence shall notify the District as soon as possible, but not later than
643 two (2) hours before reporting time on the day of return. The District may waive
644 notification requirement in the event of an emergency.

645 7.8 JURY DUTY

646 The District agrees to grant to unit members regularly called for jury duty in the manner
647 provided by law, leave of absence without loss of pay for time the unit member is required to
648 perform jury duty during the unit member's regularly assigned working hours. Unit members
649 called for jury duty must notify the District of service dates upon receiving said notice from
650 officers of the Court. The District shall pay the unit member the difference, if any, between the
651 unit member's regular rate of pay and the amount received for jury duty, less meals, travel, and
652 parking allowances. Unit members are required to return to work during any day in which jury
653 duty services are not required. The District may require verification of jury duty time prior to or
654 subsequent to providing jury duty compensation. This leave provision does not include
655 voluntary service on a grand jury.

656 7.9 SABBATICAL LEAVE

657 While the District and the Federation support the concept of sabbatical leaves, and given the
658 fiscal uncertainties of the State, Article 7.9 will be suspended for the life of this Agreement
659 unless otherwise determined by both parties.

660 7.9.1 Purpose Sabbatical leaves of absence may be granted to unit members for one of two
661 reasons:

662 7.9.1.1 Observations requiring travel when such observations and travel are
663 connected with a well thought-out research project designed to give data from
664 which conclusions and recommendations may be drawn for improvement of

665 ARTICLE VII – LEAVE PROVISIONS (continued)

666 instruction, curriculum and/or administration which will benefit the students and
667 schools of the District. (Examples of such research projects include
668 nationwide observation tours of schools employing educational television,
669 team teaching, programmed teaching techniques, obtaining firsthand
670 knowledge of the peoples and customs of other lands, etc.) Such observations
671 may be made within the United States and/or foreign countries.

672 The applicant, for such a leave, must submit a travel itinerary along with an
673 outline of what and how observations are to be made, as well as what other
674 tentative arrangements have been made. If data forms will be utilized, samples
675 shall be included in the application.

676 7.9.1.2 Study at a college or university, if such study is related to the applicant's
677 teaching field or a field in which the District has need for more trained
678 certificated personnel. The applicant for such a leave shall submit a program
679 of study as well as a brief statement explaining how the completion of such a
680 program will benefit the schools and students of the District. Such program
681 must include a full load of at least fifteen (15) semester hours of upper division
682 work per semester or twelve (12) hours of graduate work, or the equivalent
683 thereof. Where appropriate undergraduate courses are taken as part of
684 graduate work, such courses shall apply toward the twelve (12) semester hour
685 minimum graduate requirement. Any deviation from the approved program
686 that would involve additional lower division courses or non-compliance of the
687 stated requirements shall receive prior approval of the District. Courses which
688 are repeat courses or lower division courses are subject to special review prior
689 to taking the courses. If they are not submitted for approval prior to being
690 taken, they are automatically disapproved. The applicant for such leave shall
691 submit a program of study delineating the number of units and the level of
692 courses.

693 ARTICLE VII – LEAVE PROVISIONS (continued)

694 7.9.2 Eligibility

695 7.9.2.1 To be eligible for a Sabbatical Leave, the unit member must have served at
696 least seven (7) consecutive years as a regular full-time certificated employee
697 of the District. Service of at least seventy-five (75) percent of the contract days
698 in each year count as a full school year.

699 7.9.2.2 Leaves of absence do not cause interruption of service for this purpose, but
700 time spent on such leaves may not be counted toward the requirement of
701 seven years.

702 7.9.2.3 After a unit member has had a Sabbatical Leave, an additional seven
703 consecutive years must be served before becoming eligible for another
704 Sabbatical Leave. Such service shall be computed in accordance with Section
705 7.9.2.1 above.

706 7.9.2.4 The number of unit members absent on Sabbatical Leave at any one time shall
707 not exceed one-and-one-half (1½) percent of the total number of members in
708 the unit.

709 7.9.2.5 The Superintendent shall not recommend for approval a Sabbatical Leave of
710 absence unless the services of the applicant are satisfactory.

711 7.9.3 Length of Leave

712 Sabbatical leaves shall not be less than one (1) semester nor more than two (2)
713 semesters in duration. Two (2) semester sabbaticals must be continuous and may be
714 taken over a two (2) year school period.

715 7.9.4 Application Procedure

716 7.9.4.1 Applications for Sabbatical Leave must be made in writing and shall include all
717 information stipulated in Section 7.9.1 of this Article. The application shall be
718 submitted to the Human Resources Department not later than March 1 of the
719 school year preceding the intended leave.

720 ARTICLE VII – LEAVE PROVISIONS (continued)

721 7.9.4.2 Applications must include a complete outline of the proposed leave program
722 and a statement of how the program will benefit the schools and pupils of the
723 District in accordance with Section 7.9.1 of this Article.

724 7.9.4.3 The Reviewing Committee shall make recommendations to the Board of
725 Education for approval.

726 7.9.5 Compensation

727 7.9.5.1 Compensation for the unit member on Sabbatical Leave shall be one-half (1/2)
728 of the regular teacher's salary which would have been received had he/she
729 remained in active service. The unit member shall receive fifty (50) percent of
730 the Health and Welfare benefits as set forth in section 11.2 of this Agreement.

731 7.9.5.2 Unit members who desire to receive salary allowance while on Sabbatical
732 Leave must furnish a suitable bond indemnifying the District for any salary paid
733 the unit member during the period of the Sabbatical Leave in the event the unit
734 member fails to return to render two (2) full years of service to the District
735 following the termination of the Sabbatical Leave; or in the event the unit
736 member fails satisfactorily to carry out the program of study or the itinerary of
737 the trip approved; or in the event the comprehensive report is not submitted
738 within one hundred and twenty (120) days after return to service, or official
739 transcripts are not submitted within forty-five (45) days after return to service.

740 Unit members who do not desire to furnish a bond and receive salary while on
741 Sabbatical Leave shall be paid in two equal annual installments as:

742 A. At the end of the first year of service after the unit member's return to
743 duty, the District shall release the first (1st) installment upon receipt of a
744 Board of Education resolution authorizing the payment of said
745 installment and including an affirmative statement to the effect that the
746 unit member has completed one (1) year of service and fulfilled all other
747 legal requirements.

748 ARTICLE VII – LEAVE PROVISIONS (continued)

749 B. At the end of the second (2nd) year of service, a similar procedure of the
750 second (2nd) and shall be followed authorizing payment of the second
751 (2nd) and final installment.

752 7.9.6 Return from Leave

753 7.9.6.1 The unit member shall, within the time prescribed in Section 7.9.5.2, submit a
754 comprehensive report to the Human Resources Department certifying the
755 successful fulfillment of the terms and conditions under which the leave was
756 granted. This comprehensive report shall include:

- 757 A. Formal Study Leave. An official transcript showing all courses
758 completed and/or degrees earned and a copy of all pertinent materials
759 developed during the leave.
- 760 B. Travel Leave. A written report including a complete travel itinerary and a
761 complete file of all pertinent materials collected and/or developed during
762 the leave.
- 763 C. A recommendation for use within the District of all of the materials
764 collected and developed.

765 7.9.6.2 The following rights will be granted to the unit member upon return from
766 Sabbatical Leave provided that all the conditions set forth in Section 7.9.6.1
767 have been met:

- 768 A. The unit member shall return to a position comparable to that held when
769 the Sabbatical Leave was taken. ARTICLE VII – LEAVE PROVISIONS
770 (continued)
- 771 B. The unit member shall progress on the salary schedule in accordance
772 with the rules and regulations established for experience credit on the
773 salary schedule.
- 774 C. The Sabbatical Leave shall count as service towards retirement
775 provided that STRS accepts said credit.

776 ARTICLE VII – LEAVE PROVISIONS (continued)

777 7.9.7 Failure to Return or Observe the Sabbatical Leave Plan

778 7.9.7.1 If the terms and conditions under which the Sabbatical Leave was granted are
779 not fulfilled, the unit member may be penalized by action of the Board against
780 the Indemnity Bond or the withholding of payment under Section 7.9.5.2(A),(B)
781 of this Article.

782 7.10 MILITARY LEAVE

783 Unit members are entitled to Military Leave as mandated by the EDUCATION CODE and the
784 MILITARY AND VETERANS' CODE.

785 7.11 OTHER LEAVES WITHOUT PAY

786 A bargaining unit member may apply for, and the District may grant, a leave without
787 compensation, increment, seniority or tenure credit, for a period of three (3) school years
788 for the following purposes: volunteer service organizations (such as, but not limited to, Peace
789 Corps, Vista), care for a member of the immediate family who is ill, long term illness of the unit
790 member, service in an elected public office, adoption of a child, parental responsibilities,
791 professional study, research or compelling personal need.

792 7.12 A unit member may apply and the District may grant a partial leave without pay when job
793 sharing or teaching part time without loss of increment or seniority for a period not to exceed
794 three (3) school years.

795 7.13 Upon request of a bargaining unit member, based on compelling, extraordinary circumstances,
796 the District may extend the leave authorized under Section 7.11 or Section 7.12.

797 7.14 The applications for and granting of such leaves of absence shall be in writing. In addition, a
798 unit member on such leave shall notify the Human Resources Department by March 1 of the
799 school year as to an intent to return to employment in the District. Failure to notify the District
800 by this date shall be considered an irrevocable resignation from the District.

801 7.15 DONATED SICK LEAVE FOR CATASTROPHIC ILLNESS AND ACCIDENTS

- 802 ■ Employees who are eligible for membership in LFT, CSEA and ALSA may participate.
- 803 ■ Any employee in one of the above groups may donate up to 10 days (80 hours)
804 provided they have accrued at least 20 days of unused sick leave.

805 ARTICLE VII – LEAVE PROVISIONS (continued)

- 806 ■ Part time employees may also donate and receive sick leave days on an hour-for-hour
807 basis.
- 808 ■ For the purposes of calculation, all full time employees will be considered eight hour
809 employees.
- 810 ■ Donated sick leave days may be used retroactively up to 20 workdays from the receipt
811 of the donation in Payroll Services. This limit may be extended under extenuating
812 circumstances approved by the committee.
- 813 ■ A recipient may receive no more than 100 donated days per illness.
- 814 ■ This Donated Sick Leave Plan replaces all existing donated sick leave plans.
- 815 ■ The Donated Sick Leave Committee will review anonymous requests for catastrophic
816 illnesses and accidents. If the committee deadlocks on approving eligibility for donated
817 sick leave, the Assistant Superintendent, Human Resources will serve as the tie
818 breaker.
- 819 ■ Employees requesting donated sick leave must provide the exact information regarding
820 illness or accident which will be distributed to the committee by Payroll Services.
- 821 ■ The employee's name, will be circulated by the respective employee organization to
822 eligible employees for donations, provided the employee grants express written
823 consent to release his/her name. Otherwise, the organization will describe the need
824 without the employee's name.
- 825 ■ Employees donating sick leave should use the back of the Absence Reporting Form to
826 make a donation.
- 827 ■ Employees married to or in a domestic partnership with a Lompoc Unified School
828 District employee may donate an unlimited amount of sick leave to their spouse/partner
829 after the receiving spouse/partner has used all of their own sick leave. The donating
830 spouse/partner must maintain a balance of ten (10) days.

831 ARTICLE VIII - EMPLOYEE SAFETY CONDITIONS

832 8.1 The District will make every attempt to provide safe working conditions.

833 8.1.1 Employees who feel they are being required to work under unsafe conditions or perform
834 tasks which endanger their health and/or safety shall report such conditions to the site
835 administrator. The site administrator will take appropriate action as soon as feasible to
836 correct the unsafe condition.

837 8.1.2 It is also agreed that employees are responsible for cooperating with all aspects of
838 safety and health programs, including compliance with all rules and regulations, and for
839 continuously practicing safety while performing their duties.

840 8.1.3 Verified claims for destruction or damage to personal items of employees while in the
841 line of duty may be reimbursed to the employee in accordance with the law.

842 8.2 Any teacher who is threatened with bodily harm or who suffers bodily harm by an individual or
843 group while carrying out his/her assigned duties shall promptly make a report to the principal
844 who shall inform the Superintendent and the designated law enforcement authority.

845 8.2.1 In any reported assault case the District shall:

846 A. Inform the teacher of his/her rights under the law in connection with assault, and

847 B. Pursue appropriate assistance in accordance with applicable law for any assault
848 upon the teacher while acting in the discharge of his/her duties.

849 8.3 The District and the Federation agree to establish a District-wide Employee Safety Committee
850 made up of Federation representatives, District administrators and representatives of the
851 classified bargaining unit. Current laws and regulations will be reviewed and recommendations
852 will be made for changes in Board Policy and Administrative Regulations. A report of findings
853 will include relevant law, policies, regulations and procedures, as well as a means to educate
854 and inform all interested parties.

855 8.3.1 Additionally, an Employee Safety Committee shall be established at all school sites with
856 the responsibility of maintaining a safe environment for students and employees
857 consistent with the District adopted Safe School Plan.

858 8.4 The District agrees to comply with all laws and policies regarding sexual harassment.

859 ARTICLE IX - HOURS

860 9.1 The school year for unit members shall be as enumerated in Section 9.3.9. The annual calendar
861 for each year shall be negotiated by the Federation and the District and be presented for adoption
862 to the Board of Education. The Federation and the District shall work collaboratively to create two
863 contiguous work year calendars that include District holidays, spring and winter recesses,
864 professional learning days, and the start/end of the school year. The Federation and the District
865 shall meet every year to create the out-year calendar such that there is always a two-year
866 calendar in place. In the event that the parties cannot agree on the work-year calendar by
867 December 1st, the District shall adopt a tentative calendar which will provide a guaranteed start
868 date.

869 9.2 Unit members shall serve as assigned by the District and perform such tasks during the work day
870 that will insure the effective operation of the school. Assignment of student supervision during the
871 work day shall be shared equitably among all members unless program requirements prohibit
872 such compliance.

873 9.2.1 Bargaining unit members will be provided access to their classrooms or work stations
874 fourteen (14) days prior to their report date.

875 9.3 WORK DAYS

876 Because unit members are expected to provide a professional service, daily hours of work cannot
877 be precisely determined in advance. The Federation and District agree the following guidelines
878 shall be followed in determining the length of a work day:

879 9.3.1 Unit members must meet the minimum hours of work required by the Education Code
880 and Title V. Unit members must be on duty at the school site at least 20 minutes before
881 the tardy bell of the unit member's assigned work day.

882 9.3.2 Unit members must be present on the work site while students are in attendance a
883 minimum of ten (10) minutes after the last bell to ensure the safety and orderly dismissal
884 of students, and when involved in other professional responsibilities which include but are
885 not limited to: established preparation periods; meetings with other staff members,
886 students, or parents which require the unit member's attendance; assigned supervision

887 ARTICLE IX – HOURS (continued)

888 activities, professional learning days, Back-to-School and Open House activities; faculty
889 meetings and department meetings; and for assigned co-curricular and extra-curricular
890 activities.

891 9.3.3 The professional responsibilities for an Independent Study teacher shall include the
892 activities enumerated in 9.3. The professional workday for Mission Valley Teachers shall
893 be the bell schedule for La Honda STEAM Academy's 4th – 6th grade teachers.

894 9.3.4 Site administrators may require unit members to attend two mandatory staff meetings per
895 month, one lasting no longer than 60 minutes and one lasting no longer than 40 minutes.
896 If an employee needs to be absent from a mandatory staff meeting, the employee needs
897 to inform their principal of the reason prior to the meeting or, in case of emergency, within
898 24 hours after the meeting. Employees who are absent from any meeting are responsible
899 for the information shared at the missed meeting. A draft of the meeting agenda will be
900 sent to unit members at least 24 hours prior to the meeting (excluding weekends,
901 holidays, and non-work days).

902 9.3.5 Unit members may be assigned leadership and supervision responsibilities for student
903 organizations and activities. Mutual consent shall be required for assignment to the
904 supervision of dances, rooter buses, and athletic events.

905 9.3.6 Supervision, proctoring and extracurricular assignments shall be made on an equitable
906 basis.

907 ARTICLE IX - HOURS (continued)

908 9.3.7 Variations in hours may be approved by mutual consent of the unit member, LFT,
 909 immediate supervisor and the Superintendent's Designee with the following written
 910 agreement:

- 911 • Employee name
- 912 • Start / End Date / duration
- 913 • Site
- 914 • Signature of all parties

915 The agreement is placed in the unit member's personnel file and the agreement's
 916 duration is no more than one school year. The agreement can be renewed with mutual
 917 consent of the unit member, LFT, immediate supervisor, and the Superintendent's
 918 Designee.

919 9.3.8 The total number of assigned annual days of work for unit members are as follows:

| | | 2019-20 | |
|----|---|---------|---|
| A. | Activity Directors | 195 | |
| B. | Agriculture Teachers | 210 | |
| C. | Aquarium Director | 210 | |
| D. | Athletic Directors | 200 | |
| E. | Behaviorists | 206 | |
| F. | Counselors | 195 | |
| G. | District Lead Nurse | 195 | |
| H. | Educational Technology and Media Specialist | 195 | |
| I. | Instructional Coaches | 185 | |
| J. | Nurses | 195 | |
| K. | Psychologists | 206 | |
| L. | Speech Therapists | 195 | |
| M. | Program Specialist | 195 | |
| N. | Teachers (regular classroom) | 185 | |
| O. | Teachers (special education) | 188 | These three additional days shall be non-pupil days that fall within the beginning and the end date of the 185-certificated teacher work year. |
| P. | Teachers (new to District) | 185 +2 | Will serve two additional days prior to the regular teacher contract to participate in New Teacher Orientation. Those attending will receive substitute pay for those extra days. |
| Q. | Teacher Support Providers | 190 | |

920

921 ARTICLE IX- HOURS (continued)

922 9.3.9 Additional days may be approved by mutual agreement of the unit member, the District,
923 and the Lompoc Federation of Teachers (LFT). These additional days will be
924 compensated at the unit member's daily rate.

925 9.4 PROFESSIONAL LEARNING DAYS

926 Attendance at Professional Learning Days is mandatory for all unit members. Unit members
927 utilizing any type of leave must report the absence and state "No Sub Required."

928 9.5 OPTIONAL CLASSROOM PREPARATION HOURS

929 9.5.1 A maximum of two (2) days [cumulative based on a six (6) hour day] shall be made
930 available to bargaining unit members assigned to K-6 school sites who do not have
931 extended contracts for classroom preparation prior to the start of the contractual work
932 year. Hours will be paid at the substitute rate of pay. Time sheets for work completed
933 shall be turned in at the school site to the appropriate administrator on or before the last
934 working day in September.

935 9.5.2 A maximum of one day [cumulative based on a six (6) hour day] shall be made available
936 to bargaining unit members assigned to secondary school sites who do not have
937 extended contracts for classroom preparation at the substitute rate of pay. Time sheets
938 for work completed shall be turned in at the school site to the appropriate administrator
939 on or before the last working day in September.

940 9.5.3 Scheduling Secondary Resource and Learning Handicapped Students

941 Secondary sites earn ½ day of extra time per each FTE resource and learning
942 handicapped unit member for the purposes of scheduling students at the beginning of the
943 school year. Rate of pay is equal to the unit member's normal daily rate. This payment
944 is restricted to the resource or learning handicapped unit member performing the duty.

945 ARTICLE IX - HOURS (continued)

946 9.6 CLASSROOM SUBSTITUTE COVERAGE

947 Compensation/equivalent time shall be paid if the absence is reported through the substitute
948 management system or approved by administration. If a middle or high school teacher substitutes
949 in a classroom during their prep period, rather than receive pay, the teacher can accrue equivalent
950 time depending on the funding source. Six (6) periods of equivalent time will be the equivalent of
951 one (1) work day.

952 CLASS SUBSTITUTE COVERAGE, Grades K-3, Maple and Dr. Bob Forinash Community Day
953 School, Adult Transition Program.

| If no substitute available, class may be divided: | Each receiving teacher is compensated: |
|---|--|
| Between 2 teachers | ½ day substitute pay or ½ day equivalent time |
| If whole class is sent to one teacher | 1 full day of substitute pay or 1 day equivalent time |
| Or other mutually agreed upon plan | Proportionately equal to 1 day of sub pay or equivalent time |

954 CLASS SUBSTITUTE COVERAGE, Grades 4 - 6

| If no substitute available, class may be divided: | Each receiving teacher is compensated: |
|---|---|
| Among 3 teachers | ½ day substitute pay or ½ day equivalent time |
| Between 2 teachers | ¾ day substitute pay or ¾ day equivalent time |
| Or other mutually agreed upon plan | Proportionately equal to 1.5 days of sub pay or equivalent time |

955 Equivalent time should be used under the same rules as sick leave, family medical leave or
956 personal necessity leave; it should not be used for vacations (Articles 7.2 and 7.6). Unit members
957 may use up to five (5) days of accrued equivalent time per year, or more if approved by the Leave
958 Committee. There is no limit on the amount of equivalent time that can be accrued. The teacher
959 has the option of cashing out equivalent time yearly at the substitute rate of pay.

960 9.7 DUTY-FREE LUNCH

961 All unit members shall have a thirty (30) minute, duty-free lunch period during which they may leave
962 the school site.

963 ARTICLE IX - HOURS (continued)

964 9.8 TEACHING TIME

965 The daily teaching time, which excludes preparation periods, student passing and student break
966 time required of a regular classroom teacher shall be as indicated below or such greater minutes
967 as may be specified in the Education Code in order to qualify for full funding.

| | <u>Daily Minutes</u> |
|------------------|----------------------|
| Grades TK-3 | 288 |
| Grades 4 – 6 *** | 294 |
| Grades 7 - 8 | 280 |
| Grades 9 - 12 | 288 |

968 *** In order to meet the yearly instructional minutes, the District shall provide
969 students in grades 4, 5, and 6, 80 minutes weekly of P.E. instruction.

970 9.8.1 For the first three (3) weeks of school TK / K will be on a modified daily 200-minute
971 schedule. Full day TK / K starts on the first school day of the fourth (4th) week of school.
972 This date is to be placed on the District calendar.

973 9.8.2 Additional minutes may be required with the mutual agreement of the unit member and
974 site administrator and mutual consent of the District and the Federation.

975 9.8.3 Teachers shall be required to sign out if they leave before the end of their minimum duty
976 hours.

977 9.9 SECONDARY TEACHERS TEACHING BEYOND CONTACT MINUTES

978 A unit member may accept a 7th instructional period provided that the unit member holds
979 the appropriate credential. The unit member assigned the additional instructional period, in place
980 of a preparation period, shall be paid an additional 1/6 (16.2%) their salary (minus student-free
981 days) for the duration of the additional assignment. The unit member shall be available as
982 necessary for all classroom responsibilities, which includes but is not limited to parent/student
983 conferences, IEPs, meetings with supervisors, staff meeting, etc.

984 ARTICLE IX - HOURS (continued)

985 9.10 MINIMUM DAYS

986 Each school site has eight (8) minimum days available for professional learning and curriculum
987 planning. Other activities including report card preparation, may take place as determined by the
988 principal in consultation with the faculty.

989 9.11 MINIMUM DAYS FOR CONFERENCES

990 Ten (10) minimum days will be scheduled for parent/teacher conferences at grades TK-6.
991 During Fall conferences teachers are required to schedule a meeting with all parents.
992 During Spring conferences teachers in grades TK–3 are required to schedule a meeting
993 with all parents. Teachers in grades 4, 5, and 6 are required to have contact with all
994 parents. The contact may be by telephone, written letter, e-mail and/or by conference.

995 9.12 PREPARATION/CONFERENCE PERIODS

996 Each full-time regular classroom teacher in grades TK–12 shall be afforded a preparation and
997 conference period, except when there are school assemblies, emergency drills, emergencies or
998 proctoring state or federally mandated assessments. Preparation and conference periods shall be
999 used for professional job related work which will include preparation for classes, preparation of
1000 teaching materials, presentation of or attendance at demonstration lessons, faculty meetings, and
1001 conferences with administrators, other employees, counselors, students or parents. A preparation
1002 period shall be a regular period in length at the high school and middle school level. A preparation
1003 period at the elementary level shall not exceed forty (40) minutes in length and shall vary to allow
1004 primary and intermediate teachers to leave at the same time.

1005 9.13 PUPIL-FREE DAYS

1006 On days when unit members are scheduled to work but pupils are not scheduled to be present,
1007 the minimum duty hours shall be not less than set forth in Section 9.3 of this Article.

1008 9.14 PART TIME UNIT MEMBERS

1009 Part-time unit members may be assigned supervision and leadership responsibilities and may be
1010 required to attend staff meetings, professional learning, and curriculum planning activities.

1011 ARTICLE IX - HOURS (continued)

1012 9.15 RAINY DAYS

1013 On days that elementary teachers have been placed on rainy day schedule by the principal and
1014 have supervised students during normal break time, the teacher may leave at the conclusion of
1015 the student day as long as there are no scheduled meetings, collaboration, SST's, IEP's and/or
1016 professional learning.

1017 9.16 DEPARTMENT CHAIR RELEASE TIME

1018 Five (5) periods of release time for department chairpersons shall be provided at each secondary
1019 school exclusive of Maple Continuation School. Said release time shall be assigned to the Math,
1020 English, Science, Social Science, and Special Education Departments.

1021 9.17 INSTRUCTIONAL MINUTES

1022 Schools may elect to average their required daily minutes over a ten (10) day period in order to
1023 create time for collaboration:

- 1024 A. with the approval of a sixty-seven percent (67%) majority of those who vote provided
1025 there is at least sixty percent (60%) of total staff voting.
- 1026 B. voting will take place by secret ballot.
- 1027 C. the plan, including the purpose of the scheduled activities, is developed collaboratively
1028 with staff and administration.
- 1029 D. any classroom teacher can request a re-vote to be effective for the following school year.
1030 However, only one (1) re-vote can take place during any school year and must take place
1031 between March 1 and May 1 of the current school year.
- 1032 E. for schools that bank minutes for collaboration time, collaboration time shall not exceed
1033 the total number of banked minutes.
- 1034 F. changes to instructional minutes must be approved by the District and the Federation.

1035 9.18 BANKED COLLABORATION TIME

1036 At those sites where teachers have elected to "bank" collaborative minutes by working longer
1037 days in exchange for collaborative time, the following framework shall apply for the use of that
1038 time:

1039 ARTICLE IX - HOURS (continued)

1040 (1) Collaboration time shall focus primarily on student academic achievement and shall
1041 follow the Professional Learning Community (PLC) Model.

1042 (2) Each building leadership team shall work in collaboration together with the principal and
1043 their respective colleagues to develop specifics concerning PLC protocols, expectations
1044 and agendas for collaboration time.

1045 (3) Examples of PLC activities that would focus on student academic achievement could
1046 include (but are not limited to):

1047 Creating common unit and/or daily lesson plans; common formative/
1048 summative assessments and pacing guides tied to Common Core Standards;
1049 systems to track individual student progress, interventions, acceleration, and to
1050 support English Language Learners.

1051 Examining student work and standardized test scores to monitor student
1052 progress.

1053 Collaborative sharing of proven best practices and discussion of effective
1054 classroom management strategies, and grade level/department items.

1055 (4) Sites will have the flexibility to determine by a vote of the certificated staff whether staff
1056 meetings can be held within the defined collaboration time, by a 67% majority vote.

1057 9.19 SITE-INITIATED MODIFICATION OF WORKING CONDITIONS

1058 Schools may, with a fifty-one percent (51%) majority of those voting, elect to modify working
1059 conditions excluding duty assignments, safety issues, and any issues beyond the site's control.

1060 9.20 CHECK OUT PROCEDURES

1061 Employees shall submit final assessment results, such as report cards and curriculum
1062 assessments, not later than the last day of school.

1063 9.20.1 In recognition for additional duties performed throughout the school year, on the last
1064 working day of the school year, the site administrator may allow unit members to leave
1065 when all professional duties are complete.

1066 ARTICLE IX - HOURS (continued)

1067 9.21 SUBSTITUTE LESSON PLANS

1068 In the event of a unit member's absence, substitute lesson plans shall be available for the
1069 substitute no later than twenty minutes before the start of school. If the unit member is unable to
1070 provide lesson plans due to unforeseen circumstances, the three days of emergency lesson plans
1071 shall be available.

1072 ARTICLE X - CLASS SIZE

1073 10.1 The following class size ranges per classroom will be used to determine staffing.

1074 10.1.1 Elementary

| Grade | Class Size Range | Extra Support |
|--------|------------------|--|
| TK / K | 20 to 22 | At 23 students the teacher receives \$500 extra supply funds per every student above 22. |
| 1 – 3 | 22 to 24 | At 25 students the teacher receives \$500 extra supply funds per every student above 24. |
| 4 – 6 | 30 to 33 | At 34 students the teacher receives \$500 extra supply funds per every student above 33. |

1075 After the 10th day of school, elementary teachers shall be compensated as outlined below each
1076 semester per number of students over the grade level class size range for a minimum of 10
1077 days per semester:

- 1078 • \$500 per student for the first two (2) students over the class size range
- 1079 • \$800 per student for the third student over the class size range
- 1080 • \$1200 per student for the fourth student over the class size range
- 1081 • \$1700 per student for the fifth student over the class size range
- 1082 • \$2300 per student for the sixth student over the class size range
- 1083 • Any additional students after the sixth will receive the same monies as the sixth student
1084 of \$2300.

1085 For TK-3 the class size average per school shall not be higher than 24.

1086 The maximum number of students in a 4-6 grade class shall be 36.

1087 For each Special Education student that is mainstreamed in a non-Special Education
1088 classroom 50% (or more) of the instructional day that places a classroom above the negotiated
1089 pupil-teacher class size cap, that teacher will receive \$500 Extra Supply Fund monies.

1090 10.1.1.1 There shall not be any Kindergarten/1st grade combination classes.

1091 10.1.1.2 There shall not be any TK/K combination classes.

1092 10.1.1.3 TK/K shall receive 75 minutes of daily extra support.

1093 10.1.1.4 Each Kindergarten site team shall be provided 1 FTE of daily support,
1094 provided the TK support continues to be funded through LCAP.

1095 ARTICLE X - CLASS SIZE, (continued)

1096 10.1.2 Secondary

1097 The base section allocations for secondary schools will be based on a 30.6 students per FTE
1098 ratio.

1099 10.1.3 Independent Study

1100 Recognizing that Independent Study students require uninterrupted student/teacher
1101 contact time, Independent Study student teacher class size ranges will be as follows:

| Dept./Grade | Class Size Range | |
|-------------------|-----------------------------|--|
| Independent Study | 28 to 33 full time students | 34-35 full time students to 1 - district pays for prep time as described in Article 9.9 |

1102 A full time independent study student equates to instruction in 4 subject areas.

1103 (Example: instruction in 3 classes = .75 full-time student).

1104 10.1.4 Elementary Combination Classes

1105 1. Teachers teaching combination classes would have a class size range per the
1106 following table:

| Grade Level | Class Size Range |
|-------------|------------------|
| 1 - 3 | 20 - 22 |
| 4 - 6 | 28 - 30 |

- 1107
- 1108 2. The maximum number of students for upper grade combos is 30.
- 1109 3. The class size range for a 3 – 4 combo shall be the same as a 1 – 3 combo.
- 1110 4. The position of combination teacher would rotate among permanent teachers.
- 1111 Ideally, no first-year teacher, probationary teacher or temporary teacher would be
- 1112 assigned to this position. When there are no permanent teachers at the assigned
- 1113 grade levels, the most senior first year, probationary or temporary teacher would
- 1114 be assigned to the position.

1115

1116 ARTICLE X - CLASS SIZE, (continued)

1117 10.2 SPECIAL EDUCATION TEACHER – RESOURCE (RSP)

1118
1119 The caseload of the resource teacher (special education RSP) shall not exceed 28 students.

1120 10.3 SPEECH AND LANGUAGE THERAPIST

1121 It is the responsibility of the speech therapist to manage his or her total caseload to a
1122 maximum of sixty-five (65) students. Assistance in managing such caseloads will be
1123 provided by the Director of Special Education and Auxiliary Support Services, the
1124 speech therapist department chairperson and the site principal.

1125 10.4 SUPPORT SERVICES

1126 The District recognizes the need to provide support services in the areas of nursing,
1127 counseling, and psychological services as determined by criteria listed in Section 10.1.

1128 10.4.1 Education Technology Media Service

1129 The District agrees to provide a District Librarian Education Technology Media
1130 Specialist to oversee and coordinate education technology media services throughout
1131 the District.

1132 10.4.2 Counseling Ratios

| Middle School | |
|---------------|-----|
| 1 – 500 | 1 |
| 501 – 750 | 1.5 |
| 751 – 1,000 | 2 |
| 1,001 – 1,250 | 2.5 |
| 1,251 – 1,500 | 3 |

1133

| High School | |
|---------------|-----|
| 1 – 400 | 1 |
| 401 – 600 | 1.5 |
| 601 – 800 | 2 |
| 801 – 1,000 | 2.5 |
| 1,001 – 1,200 | 3 |
| 1,201 – 1,400 | 3.5 |
| 1,401 – 1,600 | 4 |

1134 Counseling ratios will be based on student projections as of May 31st of the current year.

1135 Adjustments to these ratios can only be done by mutual agreement between the Federation
1136 and the District.

1137 ARTICLE XI - COMPENSATION AND HEALTH AND WELFARE BENEFITS

1138 11.1 Unit members will be paid according to the salary schedule attached as Appendix A-1, A-2, A-
1139 3, A-4, B, C, D and E.

1140 11.1.1 All employees located on steps that were eliminated are y-rated, or temporarily
1141 frozen, at their current salary amounts.

1142 11.2 In addition the District will provide for each full-time bargaining unit member currently enrolled
1143 in a District provided medical plan, the amount equivalent to the highest individual plan (for the
1144 bargaining unit), or \$8,100, whichever is higher, per year, to be applied to the medical and
1145 dental premiums.

1146 11.2.1 For the 2014-15 school year, the Federation and the District agree to offer the Blue
1147 Cross 100% PPO as the highest individual plan. A 90% plan, an 80% plan and a
1148 base plan will also be offered.

1149 11.3 A less than full-time bargaining unit member shall receive a prorated benefit based on their
1150 annualized contractual full-time equivalent (FTE). They may either:

- 1151 (1) Elect a District medical plan and receive a prorated benefit based on 11.2, or
1152 (2) Not elect a medical plan and receive a benefit up to \$3,936 prorated, that may be
1153 applied to other District plans and/or flex plans.

1154 11.4 Effective with the 2006-07 school year, enrollment in one of the District medical plans, as a
1155 single, is mandatory for all full-time employees. Employees hired prior to July 1, 1994, and not
1156 enrolled in a District medical plan and taking the cash-in-lieu of health benefits, are exempt from
1157 mandatory enrollment and will receive \$3,936 per year.

1158 11.5 DOMESTIC PARTNERS

1159 The employee and the partner must:

- 1160 A. be 18 years of age,
1161 B. be engaged in a relationship of mutual caring and commitment,
1162 C. have shared the same residence for a minimum of six months,
1163 D. must be financially interdependent,

1164 ARTICLE XI - COMPENSATION AND HEALTH AND WELFARE BENEFITS (continued)

1165 E. not have any other Domestic Partner and must not have been married or had another
1166 Domestic Partner within the previous six months of the Affidavit of Domestic
1167 Partnership, and

1168 F. not be related to a degree that would prohibit legal marriage.

1169 A completed and signed enrollment or change form as well as a completed, signed and
1170 notarized Affidavit of Domestic Partnership are required. Opposite sex when one or the other is
1171 age sixty-two (62) or same sex age eighteen (18) and older must provide a copy of the
1172 Declaration of Domestic Partnership filed with the California Secretary of State. Domestic
1173 Partners and their dependents are not eligible for continuation of coverage under the federal
1174 COBRA law.

1175 11.6 NEWLY CREATED POSITIONS

1176 If the District creates any new classification with the bargaining unit during the term of the
1177 Agreement, it shall negotiate with the Federation to determine and establish the salary rate, job
1178 title and working conditions for the balance of the term of the Agreement. Such a wage
1179 determination by the District shall not be subject to Article V - Grievance Procedure.

1180 11.7 Vision insurance will be provided by the District to those employees who are required to carry
1181 coverage by the insurance company. In the case of two family members who are both
1182 employees of the District, one policy will be provided.

1183 ARTICLE XII - EVALUATION PROCEDURES

1184 12.1 Each certificated employee shall be evaluated to determine whether such employee is meeting
1185 the job responsibilities defined in the applicable job description, and/or defined in other actions
1186 by the Board and applicable law (see Article 9.3.2 and Article 12.2). Such evaluation shall
1187 attempt to assess the performance of each with regard to the fulfillment of the employee's job
1188 responsibilities.

1189 12.2 The District may evaluate and assess the performance of each certificated employee as it
1190 reasonably relates to:

1191 A. The California Standards for the Teaching Profession as reflected in the LUSD
1192 Professional Development Report (PDR).

- 1193 1. Engaging and supporting all students in learning.
1194 1. Creating and maintaining effective environments for student learning.
1195 2. Understanding and organizing subject matter for student learning.
1196 3. Planning instruction and designing learning experiences for all students.
1197 4. Assessing student learning.
1198 5. Developing as a professional educator.

1199 B. The fulfillment of job responsibilities as described within the specified job descriptions
1200 (certificated non-instructional personnel).

1201 C. The evaluation and assessment of employee performance pursuant to the Stull Act
1202 Evaluation Procedure shall not include the use of publishers' norms established by
1203 standardized tests.

1204 12.3 PROFESSIONAL DEVELOPMENT REPORT (PDR) NOTIFICATION

1205 Each unit member will be notified no later than September 30th of each year during which the
1206 unit member is to receive a regular evaluation, and shall meet with the evaluator no later than
1207 October 31st to review the evaluation objectives, guidelines, forms and procedures. The
1208 evaluator shall be the unit member's immediate supervisor or other management employee.
1209 This does not negate the role and/or function of the LATSS/PAR Agreement.

1210 ARTICLE XII - EVALUATION PROCEDURES (continued)

1211 12.4 TEMPORARY AND PROBATIONARY EMPLOYEES

1212 Each temporary and probationary certificated employee shall be evaluated each year and must
1213 receive at least one formal observation by December 1st following procedures outlined in Article
1214 12.6.

1215 12.5 PERMANENT EMPLOYEES

1216 The performance of each certificated employee with permanent status shall be evaluated and
1217 assessed on a continuing basis as follows: (Education Code 44664)

1218 A. At least once every other year.

1219 B. At least once every five years if all of the following conditions are met:

1220 1. The employee has been employed by the District at least 10 years.

1221 2. The employee meets the qualifications of a highly qualified teacher as defined in 20
1222 USC 7801 of the federal No Child Left Behind Act, if 20 USC 6319 requires that
1223 his/her position be filled by a highly qualified teacher.

1224 3. The employee's previous evaluation rated him/her "satisfactory" in all standards.

1225 C. Annually, if the permanent employee has received an unsatisfactory or needs
1226 improvement on their evaluation until he/she receives a satisfactory evaluation or is
1227 separated from the District.

1228 12.6 PROFESSIONAL DEVELOPMENT REPORT (PDR) PROCESS

1229 Each school year the assigned evaluator and the certificated employee should meet to discuss
1230 specific objectives for the school year. The evaluator shall determine such specific objectives
1231 after review of input from appropriate sources including the evaluatee. The PDR finalized
1232 pursuant to this Article should reference such specific objectives in addition to the evaluatee's
1233 other job responsibilities. The PDR shall not be finalized unless there are formal and informal
1234 observations of the performance of the certificated employee by the evaluator. At least one
1235 formal observation shall include the opportunity for a pre-observation conference and a post-
1236 observation conference.

1237 Any observation or evaluation which contains an unsatisfactory or needs improvement

1238 ARTICLE XII - EVALUATION PROCEDURES (continued)

1239 rating shall include specific recommendations or directives to improve the certificated
1240 employee's performance.

1241 An unsatisfactory or needs improvement rating shall not be solely based on a complaint by an
1242 individual to the evaluator which has not been reasonably investigated by the evaluator.

1243 12.7 Signed and dated copies of the observation report shall be submitted to the unit member within
1244 ten (10) working days after the observation. Within ten (10) days after receipt of an observation
1245 report, the unit member shall be given an opportunity to discuss the observation with the
1246 evaluator. The employee shall have the right to an observer present at such a meeting.

1247 12.8 Unit members may request that evaluators come to observe particular classes, performance of
1248 assigned duties or lessons for evaluation purposes.

1249 12.9 Each evaluatee shall have the right to submit a written response to the PDR within ten (10) days.
1250 This written response shall be placed in the permanent personnel file of the evaluatee. A unit
1251 member who receives a negative classroom observation may request an additional classroom
1252 observation and may also request that the District provide an additional observer.

1253 12.10 Any PDR made pursuant to this Article shall be in writing and a copy given to the evaluatee by
1254 May 15th. If, in the event that the deadline cannot be met, a new date can be set prior to the last
1255 day scheduled on the school calendar with mutual agreement among the unit member,
1256 immediate supervisor, and the Federation. Any PDR filed after May 15th without mutual
1257 agreement cannot be placed in the unit member's personnel file.

1258 12.11 Each evaluatee shall be granted a meeting with the evaluator to discuss the PDR. This meeting
1259 shall be scheduled before the last day scheduled on the school calendar.

1260 12.12 The job performance of certificated employees may be observed and assessed at any time. In
1261 cases of serious deficiencies in job performance, an evaluator may refer the unit member to
1262 Peer Assistance and Review (PAR).

1263 12.13 The contents or comments in any evaluation document completed by an evaluator shall not be
1264 grievable. The sole remedy for the evaluatee is a written response within ten (10) calendar
1265 days.

1266 ARTICLE XII - EVALUATION PROCEDURES (continued)

1267 12.14 If a certificated employee receives an unsatisfactory evaluation (s)he may not be voluntarily, or
1268 involuntarily, transferred to another site or school without the written approval of the
1269 Superintendent or designee.

1270 ARTICLE XIII - PERSONNEL FILES

1271 13.1 Each unit member shall have an official District personnel file which shall be maintained at the
1272 District Administration Office. Unit members have a right to reproduce any of the contents of the
1273 file except as expressed in Section 13.4.

1274 13.2 Persons who place any materials in the official file shall sign and indicate appropriate dates
1275 relevant to such material.

1276 13.3 Material in the personnel file of unit members which may serve as a basis for affecting the status
1277 of the unit member's employment is to be made available for the inspection of the unit member
1278 involved except as enumerated in Section 13.4.

1279 13.4 Materials in the file shall not be made available to the unit member if they include ratings, reports,
1280 or records which

1281 A. were obtained prior to the employment of the unit member involved,

1282 B. were prepared by identifiable examination committee members.

1283 13.5 Information of a derogatory nature, except material enumerated in Section 13.4 shall not be
1284 entered or filed unless and until the unit member is given notice and has an opportunity to review
1285 and comment thereon. A member shall have the right to enter, and have attached to any such
1286 derogatory statement, his/her own comments thereon.

1287 13.6 Every unit member shall have the right to inspect their file upon request, except material
1288 enumerated in Section 13.4.

1289 ARTICLE XIV – RESIGNATION

1290 14.1 Unit members who resign for other than health or retirement purposes shall forfeit an amount
1291 equal to two (2) percent of column 1, step 1 of Appendix A-1 if the resignation is received
1292 between July 15 and October 1. The District reserves the right to make exceptions on a case-by-
1293 case basis.

1294 ARTICLE XV - FACILITY USE

1295 15.1 Prior written permission and/or appropriate request forms approved by the site administrator are
1296 required to use District equipment, supplies, utilities, facilities, or vehicles for any purpose
1297 unrelated to the performance of assigned duties, except for the brief and incidental use of District
1298 equipment during non-duty time which involves no cost to the District, or except as authorized by
1299 another specific and express provision of this contract and/or specifically authorized by California
1300 law.

1301 15.2 Employees shall not use District equipment, supplies, utilities, facilities, or vehicles for any
1302 personal profit-making or personal entrepreneurial purpose without prior express written
1303 permission of the Superintendent.

1304 15.3 A staff lounge will be designated at each school site. Staff lounges will be used only by adults
1305 during posted time periods.

1306 ARTICLE XVI - SAVINGS

1307 16.1 In the event any provision of this contract is or shall be determined to be contrary to law by the
1308 final judgment of a court of competent jurisdiction, all other provisions of this contract shall
1309 continue in effect.

1310 16.2 Upon mutual agreement, both parties shall meet at the earliest possible time to renegotiate and
1311 endeavor to reach agreement on said provision.

1312 ARTICLE XVII- CONCERTED ACTIVITIES

1313 17.1 The Federation agrees that there will be no strike, or call for strike, work stoppage, walk-out,
1314 slow-down, picketing during the work day or refusal or failure to perform job functions and
1315 responsibilities by the Federation or by its officers or agents, including compliance with the
1316 request of other labor organizations to engage in such activity, during the term of this Agreement
1317 and until such time that it is expressly and legally rescinded.

1318 17.2 The District and the Federation recognize through ratification of this Agreement, the duty and
1319 obligation of their representatives to comply with the provisions of this Agreement and will make
1320 every effort to encourage such compliance.

1321 17.3 The Federation agrees that it will accept the legal consequences of any unlawful concerted
1322 activity by its unit members concerning any item within or outside the scope of this Agreement.

1323 ARTICLE XVIII - SENIORITY LIST AND EFFECTS OF LAYOFFS

1324 18.1 PLACEMENT ON THE SENIORITY LIST

1325 The seniority list is based upon the date of which a probationary or permanent employee first
1326 renders contractual paid service to the District (Ed Code 44845). Employment excluded by
1327 Article 2.1.1 does not constitute first date of paid service.

1328 18.2 CRITERIA FOR LAYOFFS

1329 LFT and the District will meet and confer on the criteria for layoffs as soon as possible, but no
1330 later than twenty-one (21) days before the deadline for the layoff notices.

1331 18.3 TIE BREAKER

1332 When two or more employees meet the same criteria, the Assistant Superintendent, Human
1333 Resources, another District designated person and two (2) LFT Executive Board members will be
1334 present for a random draw to determine placement on the seniority list for termination and/or
1335 rehire.

1336 ARTICLE XIX- EFFECT OF AGREEMENT

1337 19.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail
1338 over District practices and procedures and over state and federal laws to the extent permitted by
1339 law, and that in the absence of specific provisions in this Agreement, such practices and
1340 procedures are discretionary with the District as authorized by law. It is understood that the
1341 policies and practices of the District shall not in any way detract or diminish the rights of unit
1342 members or the Federation as they are expressly guaranteed in this Agreement.

1343 ARTICLE XX - CONCLUSIVENESS OF AGREEMENT

1344 20.1 During the term of this Agreement, the Federation expressly waives and relinquishes the right to
1345 meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with
1346 respect to any subject or matter whether or not referred to or covered in this Agreement, even
1347 though such subject or matter may not have been within the knowledge or contemplation of either
1348 or both the District and the Federation at the time they met and negotiated on and executed this
1349 Agreement, and even though such subjects or matters were proposed and later withdrawn.

1350 20.2 The District will consult with the Federation if the District proposes any change to the Conflict
1351 Resolution Administrative Regulation, 4144.1, during the term of this Agreement.

1352 ARTICLE XXI - SUPPORT OF AGREEMENT

1353 21.1 The District and the Federation agree that it is to their mutual benefit to encourage the resolution
1354 of differences through the meet and negotiation process. Therefore, it is agreed that the
1355 Federation will support this Agreement for its term and official representatives of the Federation
1356 will not appear before the Board of Education to seek change or improvement in any matter
1357 subject to the meet and negotiation process.

1358 21.2 The Federation and the District agree that in the event that both parties agree to enter into a Trust
1359 Agreement, one or more such agreements can exist concurrent with this contract.

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RULES AND REGULATIONS - CERTIFICATED NON-MANAGEMENT SALARY SCHEDULE

I. COMPENSATION

A. The compensation of teachers will be governed by these regulations and salary schedules Appendix A, B or C.

II. PLACEMENT ON SCHEDULE

A. Placement on this salary schedule shall be determined by training, experience, special assignments and/or additional responsibilities.

B. Salary credit may be earned in the following ways:

1. By earning institutional credit at an accredited college, university or teachers' college and by applying for said units on the appropriate District form.

a. Credit for additional semester units is allowed only for semester units taken since receipt of the Bachelor's Degree. Units must be upper division or graduate level, except as noted in item c. below, with not less than a grade of "C" or credit. Teachers whose first day of paid service is after July 1, 1995, may receive credit for graduate units taken concurrently if taken during the last semester before completion of a Bachelor's Degree and not required for graduation. A letter attesting to these specifications must be on file in order to receive credit.

b. To be accepted towards salary credit, courses should be in the field of the teacher's assignment, LDS Certificate, CLAD or BCLAD emphasis, or toward a special credential or degree. Any other courses are subject to special review.

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RULES AND REGULATIONS - CERTIFICATED NON-MANAGEMENT SALARY SCHEDULE (continued)

- c. Courses which are repeat courses or lower division courses are subject to special review.
 - c.1 Lower division courses leading to a new minor or applicable toward teaching in a credentialed area or because of a change in assignments, LDS Certificate, CLAD or BCLAD emphasis may be approved for credit. Salary credit for upper and lower division courses will be contingent upon completion of the minor, LDS Certificate, CLAD or BCLAD emphasis provided the employee has completed the requirements for the next hurdle.
- d. Teachers shall be entitled to receive salary credit for the ensuing school year for courses taken and academic degrees earned prior to September 1 of the school year for which credit is sought; provided that the teacher seeking to obtain such credit submits to the Human Resources Department on or before October 15 of that school year an official college transcript verifying completion of such courses or earning such academic degrees. In order to progress to the next classification, a total of fifteen (15) semester units must be verified.
 - d.1 If an employee plans to complete a hurdle or degree for the ensuing school year, a Statement of Intent shall be filed with the Human Resources Department not later than March 15 in order to receive credit during the ensuing year.
- e. Courses which are taken at District expense and/or while on paid status are subject to approval by the Reviewing Committee. These courses are subject to the same criteria as all other courses.

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RULES AND REGULATIONS - CERTIFICATED NON-MANAGEMENT SALARY SCHEDULE (continued)

2. Through experience as a full-time teacher in the public schools or in a private school recognized by its regional accreditation association.

a. New Teachers

In placing new teachers, nurses or counselors on this schedule, one (1) step will be allowed for each full year of satisfactory service. Teachers hired may receive not more than six (6) years of experience credit from outside the District. The District shall determine if lower division units taken after the granting of a Bachelor's degree will be accepted toward placement on the salary schedule.

b. Returning Teachers

Returning teachers shall receive equal credit for all previous experience in the District and shall not be placed lower on the salary schedule than they were when services were completed.

c. Retired Teachers

i. Retired teachers who are offered employment and elect to come out of retirement to work for the District must pay back incentive monies prior to reemployment except for participants in the District Retirement Plan A.

ii. Part-Time Support

Retired teachers working as part-time support teachers will be rated in as if they were new to the District, with credit for prior experience, as described in 2.a above. This category is exempt from paying back incentive monies.

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RULES AND REGULATIONS - CERTIFICATED NON-MANAGEMENT SALARY SCHEDULE (continued)

iii. District Determined Staffing Emergency

When the District determines that it has an emergency staffing situation where the only person qualified and available to fill a teaching position is a District retired employee, the bargaining unit member will be placed on the salary schedule as when they left the District at time of retirement.

This category is exempt from paying back incentive monies.

- d. One (1) year of experience is computed based on an assignment of at least seventy-five percent (75%) of the teaching days of the school year in a temporary, probationary, permanent or special certificated assignment in public or regionally accredited private schools.

- e. No credit will be allowed for teaching summer school.

- f. Vocational or Designated Subjects Credential Teachers

- i. A teacher with a vocational or designated subjects' credential shall be allowed years of related experience at a ratio of 2:1 to the maximum of six (6) years. Experience credit is contingent upon receipt of a preliminary vocational or designated subjects' credential. All work experience in the related field must be verified.

- ii. For Career Technical Education teachers with a vocational or designated subject credential only: Approved workshops, seminars, and other professional learning sessions may be used for credit for movement across salary schedule. The unit value to be given for completion of approved workshops, seminars, and other professional learning sessions shall be ten (10) hours for each semester unit.

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1461 RULES AND REGULATIONS - CERTIFICATED NON-MANAGEMENT SALARY SCHEDULE (continued)

1462 iii. For Career Technical Education teachers without a bachelor's degree
1463 only: both upper and lower division units from an accredited community
1464 college, college, university or career technical school may be used for
1465 advancement across the salary schedule.

1466 1. These units are subject to approval by the Reviewing
1467 Committee.

1468 2. For purposes of column advancement, unit members may be
1469 granted credit for approved earned continuing education units
1470 (CEU's). Such credit shall be granted at the rate of ten (10)
1471 hours of seat time for each semester unit. These units are
1472 subject to approval by the Reviewing Committee.

1473 g. One (1) year of credit for each full twenty-four (24) calendar months of active
1474 military service, to a maximum of three (3) years credit for six (6) years of
1475 active military service.

1476 h. It shall be the responsibility of the unit member to submit documentation to
1477 verify this experience, which is subject to review by the Human Resources
1478 Department not later than October 15.

1479 III. REVIEWING COMMITTEE

1480 A. Membership

1481 1. This committee will consist of three (3) teachers selected by the LFT President: one
1482 (1) elementary school, one (1) middle school, one (1) senior high school, to be
1483 selected for the term of this Agreement.

1484 2. Two (2) principals: one (1) elementary, one (1) secondary, selected by the District for
1485 the term of this Agreement.

1486 3. Assistant Superintendent, Human Resources or Designee.

1487 4. Committee members shall be appointed within thirty (30) days after the effective date
1488 of this Agreement.

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1490 RULES AND REGULATIONS - CERTIFICATED NON-MANAGEMENT SALARY SCHEDULE (continued)

1491 B. Duties of the Reviewing Committee

1492 1. To review applications for course work to be applied for salary credit and to make
1493 recommendations to the Superintendent.

1494 2. To review applications for sabbatical leave and to make recommendations to the
1495 Superintendent.

1496 3. To review courses taken at District expense and/or while on paid status.

1497 IV. EXPERIENCE FOR EXTRA ASSIGNMENT

1498 A. Athletics

1499 1. The first year of coaching in the District at the assistant level will start on Step 1.

1500 2. Coaches will receive full credit for paid coaching experience when the experience
1501 was full time and gained in the District, regardless of the sport or level of sport
1502 coached.

1503 3. Head coaches hired from outside the District will be allowed to start on Step 2 if they
1504 have been a head coach in the same sport for a period of three (3) years or more
1505 within the last eight (8) year period.

1506 4. Not more than one (1) year's credit can be gained in one school year.

1507 B. Credit will be granted for prior experience within the District in other co-curricular areas as
1508 designated in Appendix E.

1509 C. In order for a unit member to receive a full coaching stipend, his/her team must compete,
1510 at a minimum, in the league's full schedule.

1511 When a coach does not complete a full season, a pro-ration of all stipends related to that
1512 sport will be paid based on the percent of season completed. A season is defined as the
1513 number of days between the first and last contest dates, per the CIF Blue Book.

1514 The Board of Education may approve a full stipend for a coach when a school is
1515 participating in a sport under unusual circumstances and does not meet the requirements
1516 stated above.

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1518 RULES AND REGULATIONS - CERTIFICATED NON-MANAGEMENT SALARY SCHEDULE (continued)1519 V. SPECIAL ASSIGNMENTS1520 Annual Stipend1521 A. Department Chairpersons

- 1522 1. \$1,324 plus an additional \$26 for each section in excess of six (6) sections as
 1523 reflected by the September and February enrollment.
- 1524 2. Selection Procedures: Beginning in the school year 2000-01, all department
 1525 chairpersons will be selected for a three (3) year term. A secret ballot election will
 1526 take place (April of the preceding year) based on the number of sections taught in a
 1527 department. The principal has final say. The principal appoints department chairs
 1528 to complete a term in the event a department chair leaves the position. The
 1529 principal reserves the right to remove a department chair from the position for just
 1530 cause. If there are no candidates other than the incumbent, the incumbent remains
 1531 in the position.

1532 B. Athletic Directors: \$12,579

1533 C. District Lead Nurse: Shall be paid a stipend similar to Department Chairpersons based
 1534 on the following formula:

1535 Base Department Chairperson plus [(total number of Health Technicians, LVNs, Nurses)
 1536 x \$27 x 6 (equal to the 6 sections a full-time teacher teaches)]

1537 D. Elementary Teacher-in-Charge:

1538 All elementary schools will have a designated Teacher-in-Charge (TC). The stipend for
 1539 teachers assuming these positions shall be determined as follows:

- 1540 1. Base - \$1,324
- 1541 2. \$33 per year for each full time bargaining unit member over 20. Shared
 1542 teaching assignments count as one (1). This amount will be one-half (1/2)
 1543 for schools with a second (2nd) full time or part time administrator.
- 1544 3. Itinerant employees are not part of calculation (b).

RULES AND REGULATIONS - CERTIFICATED NON-MANAGEMENT SALARY SCHEDULE (continued)

- 4. The interview panel will consist of the principal and at least one teacher elected by staff by secret ballot.
- 5. The final selection of the Teacher(s)-in-Charge rests with the principal.
- 6. When reasonably possible, the appointment should be made in the month of April for the following school year.
- 7. Staffs may, by secret ballot, decide to have two (2) Teachers-in-Charge. In this case, the stipend would be equally divided. If a school so elects, the TC's will be responsible for watching each other's class when necessary.

E. Elementary Combination Classes: Teachers teaching combination classes shall be compensated at a stipend of 10% of Step I – Column I of the teacher salary scale.

F. Certified Athletic Trainer: \$12,579

VI. SUPPLEMENTAL PAY RATES

A. The following hourly pay rates will be used to compensate unit members for activities outside the assigned working day:

Tier I -- Column 1, Step I -- Unit members attending professional learning, conferences and other presentations, with pre-approval for compensation from the appropriate administrator.

Tier II -- Column 1, Step V -- Unit members developing instructional materials, pacing guides, testing instruments and other curricular content, with pre-approval for compensation from the appropriate administrator.

Tier III -- Column II, Step VII -- Unit members conducting professional learning, teaching Home/Hospital students, or other kinds of instruction, with specific beginning and end dates, outside the member's regular assignment, with pre-approval for compensation from the appropriate administrator.

These pay rates are based on the Part Time Support Teachers Salary Schedule (Appendix D).

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RULES AND REGULATIONS - CERTIFICATED NON-MANAGEMENT SALARY SCHEDULE (continued)

- B. Bargaining unit members will be paid at the substitute hourly rate (substitute daily rate divided by 6) for work done outside contract hours (not to exceed 12 hours) made necessary by a required classroom change. The District shall provide assistance in moving District material whenever a unit member is transferred or there is a required room change.
- C. Teachers on special assignment will be compensated at a rate equivalent to the amount received in all positions held at the time of release with the exception of site mentors who will receive the base mentor stipend. Teachers on special assignment who must leave their regular assignment shall be offered the opportunity to return to the same school and grade level for elementary and same school and department for secondary school teachers.

VII. AGRICULTURE TEACHER AND AQUARIUM DIRECTOR

For days beyond 185, an Accountability Log listing hours of instructional and non-instructional duties will be submitted to the Assistant Superintendent, Human Resources no later than September 1st (includes summer).
First semester includes Winter Break activities and will be due by January 31st. Second semester includes summer activities and will be due September 1st of the academic year.

VIII. NEW TEACHERS

New teachers who are required to attend additional days for purposes of orientation beyond the days stipulated in Section 9.3.8 (K) and (N) shall receive the daily rate for substitute teachers for each day.

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1597 RULES AND REGULATIONS - CERTIFICATED NON-MANAGEMENT SALARY SCHEDULE (continued)

1598 IX. Part Time Support (PTS) teachers are appropriately credentialed staff members whose primary
 1599 role is to support regularly assigned classroom teachers. PTS teachers provide a supplemental
 1600 instructional service and implement instructional programs.

1601 PTS teachers:

- 1602 ■ May work under the direction of a regularly assigned teacher
- 1603 ■ May work one-on-one with students and/or groups of students
- 1604 ■ May team up with the regular teacher to conduct lessons
- 1605 ■ Are not the teacher of record
- 1606 ■ Do not hold regular parent conferences but might be asked to attend a meeting with
 1607 parents
- 1608 ■ Are not responsible for assigning student grades, but collaborate with teacher of record
 1609 regarding student progress
- 1610 ■ PTST subs may be requested by the site administrator
- 1611 ■ Vacancies will be filled based on available substitutes

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1613 Evaluation:

1614 PTS teachers are subject to evaluation.

1615 X. TRAVEL COMPENSATION / STIPEND

- 1616 A. Unit members assigned to multiple school sites shall be compensated for travel
 1617 between/among school sites at the mileage rate the IRS allows.
- 1618 B. Secondary teachers whose regular assignment requires travel to another school
 1619 site during their prep period or lunch break on a daily basis shall receive a stipend
 1620 of \$2,607. These teachers will not be responsible for rotating duties at either site.
- 1621 C. Unit members who have a split assignment without daily travel, but who have extra duties
 1622 as a result of working at two sites, will receive a stipend of \$589. The number of these
 1623 stipends paid shall not exceed three (3). If four or more unit members qualify, the District
 1624 and LFT will meet to negotiate a solution.

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1626

APPENDIX A

1627 RULES AND REGULATIONS - CERTIFICATED NON-MANAGEMENT SALARY SCHEDULE (continued)

1628 XI. BENEFITS AND THE LAW

1629 In the event any increase in benefits provided for in this Agreement are determined pursuant
1630 to administrative or judicial authority to constitute a violation of the law, it is agreed that any
1631 such benefit increase shall be considered to have been null and void and the District shall
1632 thereby be empowered to make any and all adjustments in such employee benefits necessary
1633 to cure such violation including retroactive adjustments.

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LOMPOC UNIFIED SCHOOL DISTRICT

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Lompoc, California

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Teacher Annual Salary Schedule

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Adopted by the Board of Education on November 12, 2019

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2019-2020

| Column | I | II | III | IV | V |
|--------|--------------|---------|---------|---------|---------|
| | BA / BA + 15 | BA + 30 | BA + 45 | BA + 60 | BA + 75 |
| Step | | | | | |
| 1 | 53,028 | 55,336 | 58,627 | 61,918 | 65,209 |
| 3 | 54,271 | 57,563 | 60,853 | 64,145 | 67,435 |
| 5 | 58,724 | 62,017 | 65,306 | 68,597 | 71,889 |
| 7 | 63,180 | 66,470 | 69,760 | 73,052 | 76,343 |
| 9 | | | 76,714 | 80,006 | 83,297 |
| 11 | | | | 84,459 | 87,750 |
| 13 | | | | 86,685 | 89,976 |
| 15 | | | | 88,036 | 91,326 |
| 18 | | | | 89,387 | 92,676 |
| 21 | | | | 90,736 | 94,027 |
| 24 | | | | 92,089 | 96,583 |
| 27 | | | | 93,438 | 97,315 |
| 30 | | | | 94,705 | 98,735 |

1640

Column V 75 approved semester units and one of the following are required to progress to this column: A Master's Degree; second credential; Montessori Diploma; a Language Development Specialist (LDS) certificate; a Cross-cultural Language and Academic Development (CLAD) certificate; Cross-cultural Language and Academic emphasis specified on credential; a Bilingual Cross-cultural Language and Academic Development (BCLAD) certificate; a Bilingual Certificate of Competence (BCC); Bilingual Cross-cultural Language and Academic Development emphasis specified on credential; National Board Certification; or Gifted & Talented Education (GATE) Certificate. For the purpose of column advancement, the following credentials are not counted: Emergency or limited term credentials; and credentials that include English Learner authorization without CLAD or BCLAD emphasis.

1650

Advanced Degree Stipends An additional \$1496 shall be added for a Master's Degree and an additional \$1496 for a Doctor's Degree. The Doctor's Degree shall be in a subject area commonly taught in the District.

1653

Experience Credit Not more than six (6) years credit on the schedule shall be given to teachers entering the Lompoc Unified School District. *For the 2018/19, 2019/20 & 2020/21 school years the district will grant experience credit to teachers from another district of up to 15 years of total experience credit.

1657

Effective Date: July 1, 2019

1658

1659

LOMPOC UNIFIED SCHOOL DISTRICT

1660

Lompoc, California

1661

Special Education Teacher Annual Salary Schedule

1662

Adopted by the Board of Education: November 12, 2019

1663

2019-2020

| Column | I | II | III | IV | V |
|--------|--------------|---------|---------|---------|---------|
| | BA / BA + 15 | BA + 30 | BA + 45 | BA + 60 | BA + 75 |
| Step | | | | | |
| 1 | 53,888 | 56,234 | 59,577 | 62,922 | 66,266 |
| 3 | 55,151 | 58,496 | 61,840 | 65,185 | 68,529 |
| 5 | 59,677 | 63,023 | 66,364 | 69,710 | 73,054 |
| 7 | 64,204 | 67,548 | 70,891 | 74,237 | 77,581 |
| 9 | | | 77,959 | 81,303 | 84,648 |
| 11 | | | | 85,829 | 89,172 |
| 13 | | | | 88,090 | 91,435 |
| 15 | | | | 89,464 | 92,807 |
| 18 | | | | 90,836 | 94,179 |
| 21 | | | | 92,208 | 95,552 |
| 24 | | | | 93,582 | 98,148 |
| 27 | | | | 94,954 | 98,893 |
| 30 | | | | 96,241 | 100,336 |

1664

Column V 75 approved semester units and one of the following are required to progress to this column: A Master's Degree; second credential; Montessori Diploma; a Language Development Specialist (LDS) certificate; a Cross-cultural Language and Academic Development (CLAD) certificate; Cross-cultural Language and Academic emphasis specified on credential; a Bilingual Cross-cultural Language and Academic Development (BCLAD) certificate; a Bilingual Certificate of Competence (BCC); Bilingual Cross-cultural Language and Academic Development emphasis specified on credential; National Board Certification; or Gifted & Talented Education (GATE) Certificate. For the purpose of column advancement, the following credentials are not counted: Emergency or limited term credentials; and credentials that include English Learner authorization without CLAD or BCLAD emphasis.

1675

Advanced Degree Stipends An additional \$1496 shall be added for a Master's Degree and an additional \$1496 for a Doctor's Degree. The Doctor's Degree shall be in a subject area commonly taught in the District.

1678

Experience Credit Not more than six (6) years credit on the schedule shall be given to teachers entering the Lompoc Unified School District. For the 2018-19, 2019/20 & 2020/21 school years the district will grant experience credit to teachers from another district of up to 15 of total experience credit.

1682

Effective Date: July 1, 2019

1683

1684

LOMPOC UNIFIED SCHOOL DISTRICT
Lompoc, California

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1686

Teacher Support Provider Annual Salary Schedule

1687

Adopted by the Board of Education: November 12, 2019

1688

2019-2020

| Column | I | II | III | IV | V |
|--------|--------------|---------|---------|---------|---------|
| | BA / BA + 15 | BA + 30 | BA + 45 | BA + 60 | BA + 75 |
| Step | | | | | |
| 1 | 54,461 | 56,831 | 60,211 | 63,592 | 66,971 |
| 3 | 55,738 | 59,118 | 62,497 | 65,879 | 69,258 |
| 5 | 60,312 | 63,693 | 67,070 | 70,451 | 73,832 |
| 7 | 64,887 | 68,267 | 71,645 | 75,027 | 78,406 |
| 9 | | | 78,788 | 82,168 | 85,548 |
| 11 | | | | 86,742 | 90,121 |
| 13 | | | | 89,028 | 92,408 |
| 15 | | | | 90,416 | 93,794 |
| 18 | | | | 91,802 | 95,181 |
| 21 | | | | 93,188 | 96,567 |
| 24 | | | | 94,577 | 99,193 |
| 27 | | | | 95,964 | 99,946 |
| 30 | | | | 97,264 | 101,403 |

1689

Column V 75 approved semester units and one of the following are required to progress to this column: A Master's Degree; second credential; Montessori Diploma; a Language Development Specialist (LDS) certificate; a Cross-cultural Language and Academic Development (CLAD) certificate; Cross-cultural Language and Academic emphasis specified on credential; a Bilingual Cross-cultural Language and Academic Development (BCLAD) certificate; a Bilingual Certificate of Competence (BCC); Bilingual Cross-cultural Language and Academic Development emphasis specified on credential; National Board Certification; or Gifted & Talented Education (GATE) Certificate. For the purpose of column advancement, the following credentials are not counted: Emergency or limited term credentials; and credentials that include English Learner authorization without CLAD or BCLAD emphasis.

1699

Advanced Degree Stipends An additional \$1496 shall be added for a Master's Degree and an additional \$1496 for a Doctor's Degree. The Doctor's Degree shall be in a subject area commonly taught in the District.

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Experience Credit Not more than six (6) years credit on the schedule shall be given to teachers entering the Lompoc Unified School District. For the 2018-19, 2019/20 & 2020/21 school years the district will grant experience credit to teachers from another district of up to 15 Years of total experience credit.

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Effective Date: July 1, 2019

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LOMPOC UNIFIED SCHOOL DISTRICT

1709

Lompoc, California

1710

Activities Director, Counselor, Education Technology and Media Specialist

1711

District Lead Nurse, Nurse, Program Specialist Annual Salary Schedule

1712

Adopted by the Board of Education November 12, 2019

1713

2019-2020

| Column | I | II | III | IV | V |
|--------|--------------|---------|---------|---------|---------|
| | BA / BA + 15 | BA + 30 | BA + 45 | BA + 60 | BA + 75 |
| Step | | | | | |
| 1 | 55,894 | 58,327 | 61,796 | 65,265 | 68,734 |
| 3 | 57,205 | 60,674 | 64,143 | 67,612 | 71,081 |
| 5 | 61,899 | 65,370 | 68,836 | 72,305 | 75,775 |
| 7 | 66,595 | 70,064 | 73,531 | 77,001 | 80,470 |
| 9 | | | 80,861 | 84,331 | 87,800 |
| 11 | | | | 89,025 | 92,493 |
| 13 | | | | 91,371 | 94,840 |
| 15 | | | | 92,795 | 96,263 |
| 18 | | | | 94,218 | 97,685 |
| 21 | | | | 95,640 | 99,109 |
| 24 | | | | 97,066 | 101,803 |
| 27 | | | | 98,489 | 102,575 |
| 30 | | | | 99,824 | 104,072 |

1714

Column V 75 approved semester units and one of the following are required to progress to this column: A Master's Degree; second credential; Montessori Diploma; a Language Development Specialist (LDS) certificate; a Cross-cultural Language and Academic Development (CLAD) certificate; Cross-cultural Language and Academic emphasis specified on credential; a Bilingual Cross-cultural Language and Academic Development (BCLAD) certificate; a Bilingual Certificate of Competence (BCC); Bilingual Cross-cultural Language and Academic Development emphasis specified on credential; National Board Certification; or Gifted & Talented Education (GATE) Certificate. For the purpose of column advancement, the following credentials are not counted: Emergency or limited term credentials; and credentials that include English Learner authorization without CLAD or BCLAD emphasis.

1726

Advanced Degree Stipends An additional \$1496 shall be added for a Master's Degree and an additional \$1496 for Doctor's Degree. The Doctor's Degree shall be in a subject area commonly taught in the District.

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Effective Date: July 1, 2019

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LOMPOC UNIFIED SCHOOL DISTRICT

1732

Lompoc, California

1733

Athletic Directors Annual Salary Schedule

1734

Adopted by the Board of Education on November 12, 2019

1735

2019-2020

| Column | I | II | III | IV | V |
|--------|--------------|---------|---------|---------|---------|
| | BA / BA + 15 | BA + 30 | BA + 45 | BA + 60 | BA + 75 |
| Step | | | | | |
| 1 | 57,327 | 59,823 | 63,380 | 66,939 | 70,496 |
| 3 | 58,671 | 62,230 | 65,787 | 69,346 | 72,903 |
| 5 | 63,486 | 67,046 | 70,600 | 74,159 | 77,718 |
| 7 | 68,302 | 71,860 | 75,416 | 78,976 | 82,533 |
| 9 | | | 82,934 | 86,493 | 90,051 |
| 11 | | | | 91,307 | 94,864 |
| 13 | | | | 93,714 | 97,271 |
| 15 | | | | 95,174 | 98,731 |
| 18 | | | | 96,634 | 100,191 |
| 21 | | | | 98,093 | 101,650 |
| 24 | | | | 99,555 | 104,413 |
| 27 | | | | 101,015 | 105,206 |
| 30 | | | | 102,384 | 106,741 |

1736

Column V 75 approved semester units and one of the following are required to progress to this column:

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A Master's Degree; second credential; Montessori Diploma; a Language Development Specialist (LDS) certificate; a Cross-cultural Language and Academic Development (CLAD) certificate; Cross-cultural Language and Academic emphasis specified on credential; a Bilingual Cross-cultural Language and Academic Development (BCLAD) certificate; a Bilingual Certificate of Competence (BCC); Bilingual Cross-cultural Language and Academic Development emphasis specified on credential; National Board Certification; or Gifted & Talented Education (GATE) Certificate. For the purpose of column advancement, the following credentials are not counted: Emergency or limited term credentials; and credentials that include English Learner authorization without CLAD or BCLAD emphasis.

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Advanced Degree Stipends An additional \$1496 shall be added for a Master's Degree and an additional \$1496 for a Doctor's Degree. The Doctor's Degree shall be in a subject area commonly taught in the District.

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Experience Credit Not more than six (6) years credit on the schedule shall be given to teachers entering the Lompoc Unified School District. *For the 2018/19, 2019/20 & 2020/21 school years the district will grant experience credit to teachers from another district up to 15 years of total experience credit.

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Effective Date: July 1, 2019

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LOMPOC UNIFIED SCHOOL DISTRICT

1756

Lompoc, California

1757

Agriculture Teacher and Aquarium Director Annual Salary Schedule

1758

(Aquarium Director has 25 days added in lieu of stipend)

1759

Adopted by the Board of Education on November 12, 2019

1760

2019-2020

| Column | I | II | III | IV | V |
|--------|--------------|---------|---------|---------|---------|
| | BA / BA + 15 | BA + 30 | BA + 45 | BA + 60 | BA + 75 |
| Step | | | | | |
| 1 | 60,193 | 62,814 | 66,549 | 70,285 | 74,020 |
| 3 | 61,605 | 65,341 | 69,076 | 72,813 | 76,548 |
| 5 | 66,660 | 70,397 | 74,131 | 77,867 | 81,603 |
| 7 | 71,717 | 75,452 | 79,187 | 82,924 | 86,659 |
| 9 | | | 87,081 | 90,818 | 94,554 |
| 11 | | | | 95,873 | 99,608 |
| 13 | | | | 98,398 | 102,136 |
| 15 | | | | 99,933 | 103,667 |
| 18 | | | | 101,466 | 105,200 |
| 21 | | | | 102,998 | 106,733 |
| 24 | | | | 104,533 | 109,635 |
| 27 | | | | 106,065 | 110,466 |
| 30 | | | | 107,503 | 112,078 |

1761

Column V 75 approved semester units and one of the following are required to progress to this column: A Master's Degree; second credential; Montessori Diploma; a Language Development Specialist (LDS) certificate; a Cross-cultural Language and Academic Development (CLAD) certificate; Cross-cultural Language and Academic emphasis specified on credential; a Bilingual Cross-cultural Language and Academic Development (BCLAD) certificate; a Bilingual Certificate of Competence (BCC); Bilingual Cross-cultural Language and Academic Development emphasis specified on credential; National Board Certification; or Gifted & Talented Education (GATE) Certificate. For the purpose of column advancement, the following credentials are not counted: Emergency or limited term credentials; and credentials that include English Learner authorization without CLAD or BCLAD emphasis.

1771

Advanced Degree Stipends An additional \$1496 shall be added for a Master's Degree and an additional \$1496 for Doctor's Degree. The Doctor's Degree shall be in a subject area commonly taught in the District.

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Experience Credit Not more than six (6) years credit on the schedule shall be given to teachers entering the Lompoc Unified School District. For the 2018/19, 2019-20 & 2020/21 school years the district will grant experience credit to teachers from another district of up to 15 years of total experience credit.

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Effective Date: July 1, 2019

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LOMPOC UNIFIED SCHOOL DISTRICT
Lompoc, California

Psychologist Annual Salary Schedule
Adopted by the Board of Education on November 12, 2019

2019-2020

| Column | I | II |
|--------|---------|---------|
| | BA + 60 | BA + 75 |
| Step | | |
| 1 | 97,468 | 100,798 |
| 2 | 97,948 | 101,277 |
| 3 | 98,518 | 101,848 |
| 4 | 99,279 | 102,610 |
| 5 | 100,233 | 103,563 |
| 8 | 101,282 | 104,612 |
| 11 | 102,333 | 105,662 |
| 14 | 103,382 | 106,713 |
| 17 | 104,435 | 107,764 |
| 20 | 105,484 | 108,814 |
| 23 | 106,535 | 109,864 |
| 26 | 107,585 | 110,914 |
| 29 | 108,634 | 111,966 |

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ADVANCED DEGREES:
An additional \$1496 shall be added for a Master's Degree and an additional \$1496 shall be added for a Doctorate Degree. The Doctorate Degree shall be in a subject area commonly taught in the District.

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EXPERIENCE CREDIT:
Not more than six (6) years credit on the schedule shall be given to Psychologist entering the Lompoc Unified School District. *For the 2018/19, 2019/20 & 2020/21 school years the district will grant experience credit to psychologists from another district of up to 15 years of total experience credit.

1795

Effective Date: July 1, 2019

1796

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LOMPOC UNIFIED SCHOOL DISTRICT
Lompoc, California

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1799

Speech Therapist Annual Salary Schedule

1800

Adopted by the Board of Education on November 12, 2019

1801

2019-2020

| Column | I | II | III |
|--------|---------|---------|---------|
| | BA + 45 | BA + 60 | BA + 75 |
| Step | | | |
| 1 | 68,932 | 72,401 | 75,871 |
| 3 | 76,686 | 77,095 | 80,565 |
| 5 | 78,320 | 81,788 | 85,258 |
| 7 | 83,013 | 86,482 | 89,951 |
| 9 | | 87,906 | 92,771 |
| 11 | | 89,330 | 94,195 |
| 13 | | 90,752 | 95,619 |
| 15 | | 92,177 | 97,043 |
| 18 | | 93,600 | 98,466 |
| 21 | | 95,023 | 99,889 |
| 24 | | 96,446 | 105,279 |
| 27 | | 97,869 | 107,766 |
| 30 | | 101,297 | 109,349 |

1802

Advanced Degree Stipends An additional \$1496 shall be added for a Master's Degree and an additional \$1496 for a Doctor's Degree. The Doctor's Degree shall be in a subject area commonly taught in the District.

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1805

Experience Credit Not more than six (6) years credit on the schedule shall be given to teachers entering the Lompoc Unified School District. *For the 2018/19, 2019/20 & 2020/21 school years the district will grant experience credit to speech therapists from another district up to 15 years of total experience credit.

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Effective Date: July 1, 2019

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LOMPOC UNIFIED SCHOOL DISTRICT

1812

Lompoc, California

1813

Part Time Support Teacher (PTS) Salary Schedule

1814

Adopted by the Board of Education on November 12, 2019

1815

2019-2020

| Column | I | Hourly Rate | II | Hourly Rate |
|--------|-------------|-------------|-------------|-------------|
| Step | BA / BA <45 | | BA / BA +45 | |
| 1 | 30,591 | 28.33 | 32,519 | 30.11 |
| 3 | 31,913 | 29.55 | 33,819 | 31.31 |
| 5 | 34,480 | 31.93 | 36,419 | 33.72 |
| 7 | 37,091 | 34.34 | 39,008 | 36.12 |

1816 **COMPENSATION**

1817 Part Time Support (PTS) teachers are paid on a pro-rata basis based on contractual daily rate
1818 multiplied by the appropriate full-time equivalent percentage.

1819 Advancement on the salary schedule for PTS and PTSD teachers is based on:

- 1820 • Having worked at least 75% of the possible teaching days in that year.
- 1821 • A pro-rata share as determined by the FTE percentage with each yearly increment rounded
1822 to the nearest step.

1823 **CONTRACT**

1824 PTS teachers are generally employed in a Probationary or Temporary status pursuant to applicable
1825 Education Code.

1826 **WORK YEAR**

1827 PTS teachers are employed based on the student calendar.

1828 **HEALTH BENEFITS**

PTS teachers must be contracted at a minimum of 50% in order to qualify for the stipulations outlined in Article 11.3 of the Certificated Bargaining Agreement.

1829 Effective Date: July 1, 2019

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1831

EXTRA ASSIGNMENT SALARY SCHEDULE

APPENDIX E
Page 1 of 3

| LEVEL I | | <u>Step 1</u> | <u>Step 2</u> |
|---|---------------|---------------|---------------|
| Coaches: | Football | 4,235 | 4,705 |
| Assistant Coach Level I | | 3,176 | 3,530 |
| | | | |
| LEVEL II | | 3,708 | 4,121 |
| Band Director | | | |
| Senior High Spirit Leader | | | |
| Subject Coordinator | | | |
| Coaches: | Baseball | | |
| | Basketball | | |
| | Softball | | |
| | Track | | |
| | Water Polo | | |
| | Wrestling | | |
| Assistant Coach Level II | | 2,784 | 3,093 |
| | | | |
| LEVEL III | | 3,178 | 3,532 |
| Auxiliary Support Advisor | | | |
| FBLA Advisor | | | |
| FFA Advisor | | | |
| FHA Advisor | | | |
| Middle School Sports Instruction (per year) | | | |
| Mock Trial Advisor or Model UN Advisor | | | |
| Sr. High Choral Director | | | |
| Sr. High Dance Advisor | | | |
| Sr. High Drama Coach | | | |
| Sr. High Forensics Coach | | | |
| Sr. High Newspaper Advisor | | | |
| Sr. High Yearbook Advisor | | | |
| Ornamental Horticulture Teacher | | | |
| Skills USA Advisor | | | |
| | | | |
| Coaches: | Cross Country | | |
| | Golf | | |
| | Soccer | | |
| | Swimming | | |
| | Tennis | | |
| | Volleyball | | |
| Assistant Coach Level III | | 2,387 | 2,651 |
| Skills USA Assistant Advisor | | | |
| Assistant Drama Coach | | | |
| Equipment Manager | | | 5,764 |
| LEVEL IV (does not qualify for double or longevity extra-curricular stipend) | | | |
| Middle School Band Director (per year) | | 1224 | 1530 |

1832 Effective Date: July 1, 2019

1835 Additional Stipend:

- 1836 1. In order to qualify for the following additional stipends, a unit member must receive a
1837 minimum of 50% of a coaching or activity stipend. Unit members continue to earn longevity
1838 credit, even if their stipends are below 50%.
- 1839 2. Bargaining unit members who have served in two (2) or more extra assignments as listed in
1840 Appendix E in the academic year shall receive an additional stipend of \$992, payable at the
1841 end of the second assignment.
- 1842 3. Bargaining unit members who have served in one (1) or more extra assignment(s) as listed
1843 in Appendix E, including athletic trainers for more than four (4) years will receive an
1844 additional stipend of \$695 per year. A unit member who qualifies will only receive one (1)
1845 stipend of \$695 per year.
- 1846 4. Bargaining Unit Members who have served in (1) or more extra assignment(s) as listed in
1847 Appendix E, including athletic trainers will receive an additional stipend of \$695 per year at
1848 years 8-10, and additional \$695 at years 11 – 13 and an additional \$695 at years 14+
1849 (District service only). A member who qualifies will only receive one (1) stipend per year. A
1850 unit member who qualifies will receive maximum compensation equal to one longevity
1851 stipend per year. (See chart below).

| Years Served | Additional Compensation (Stipend) |
|---------------------|--|
| 5 – 7 | \$695 |
| 8 - 10 | \$1,390 (\$695 x 2) |
| 11 - 13 | \$2,085 (\$695 x 3) |
| 14+ | \$2,780 (\$695 x 4) |

- 1852 5. Coaches, Band Directors, Senior High Spirit Leader Advisors and Senior High Auxiliary
1853 Support Advisors participating in extended season Southern Section CIF team competition
1854 shall receive an additional stipend to be calculated at five percent (5%) of regular stipend
1855 per week of competition. Athletic Trainers participating in extended season Southern Section
1856 CIF team competition shall receive an additional stipend to be calculated at five percent
1857 (5%) of one-third (1/3) of their regular annual stipend per week of competition. The

1860 percentage shall be based on the largest regular stipend in the event the unit member
1861 serves in two co-curricular assignments participating in the CIF competition.

1862 6. Coaching stipends may be split to meet the needs of a particular sport. However, in order to
1863 qualify for additional stipends, a unit member must receive a minimum of 50% of a coaching
1864 or activity stipend. Unit members continue to earn longevity credit, even if their stipends are
1865 below 50%.

1866 7. Ford/AAA – Auto Skills Competition

1867 If a team qualifies for the State Ford/AAA Auto Skills Competition, the advisor will receive a
1868 stipend of \$1,656. If they can qualify for the National Competition, the advisor will receive
1869 an additional stipend of \$1,656.

1870 8. Meal Per Diem

1871 Coaches/Advisers will receive the District allocation for meals when traveling teams have a
1872 meal stop and Coaches/Advisers will receive the meal per diem for overnight trips. If a
1873 school pays for a tournament/performance, the school pays the meal per diem. If the
1874 team/organization pays for the tournament/performance, the sport/organization pays the
1875 meal per diem.

1876

1877 FISCAL EMERGENCY

1878 A fiscal emergency may be declared by the District if:

1879 A. The Basic Revenue Limit increase for any given year is less than the amount provided for in the
1880 schedule increase in any year, or

1881 B. The income is considered as part of the Basic Revenue Limit, or there is a reduction or
1882 elimination in the Federal Impact Aid entitlement, or

1883 C. Any court decisions, state or federal legislation or reductions in appropriations adversely affect
1884 the income of the District, or

1885 D. Any law hereinafter enacted and/or re-appropriated reduces the amount of financial assistance
1886 to the District to a level below what the assistance would have been had not the law been
1887 enacted or re-appropriated, or

1888 E. If this Article is invoked by the District, the parties shall renegotiate Article XI, Compensation and
1889 Health and Welfare, and, at the option of each of the parties, shall renegotiate up to two (2)
1890 additional articles of each party's choice. In the event the Federation chooses to renegotiate
1891 Article XV, Concerted Activities, such Article shall not be deemed to be binding after the
1892 Federation has fully met its negotiating and impasse procedure obligations with respect to the
1893 renegotiations under this Article; except, however, that any rights and obligations shall not be
1894 affected by the provisions of this Article. The invoking, applying or interpretation of this appendix
1895 is expressly excluded from Article V, Grievance Procedure.

1896

1897 LOMPOC UNIFIED SCHOOL DISTRICT SCHOOLS

1898 **Elementary:**

- 1899 Arthur Hapgood Elementary
- 1900 Buena Vista Elementary
- 1901 Clarence Ruth Elementary
- 1902 Crestview Elementary
- 1903 La Cañada Elementary
- 1904 La Honda Elementary STEAM Academy
- 1905 Leonora Fillmore Elementary
- 1906 Los Berros Visual and Performing Arts Academy
- 1907 Miguelito Elementary

1908 **Secondary:**

- 1909 Lompoc Valley Middle School
- 1910 Vandenberg Middle School
- 1911 Cabrillo High School
- 1912 Lompoc High School

1913 **Independent Study:**

- 1914 Mission Valley

1915 **Continuation:**

- 1916 Maple High School

1917 **Alternative:**

- 1918 Dr. Bob Forinash Community Day School