Tentative Agreement
between the
Lompoc Unified School District
and
California School Employees Association and its Lompoc Valley Chapter 257

The following Agreement reflects the full and complete agreement between the Lompoc Unified School District (hereinafter “District”) and California School Employees Association and its Lompoc Valley Chapter 257 (hereinafter “CSEA”) regarding the 2019-2022 Successor Contract.

The parties agree on the attached and that salary shall be negotiated for the 2019-20 school year as soon as possible after September 15, 2019.

Tentatively agreed to on this 18th day of July, 2019. This tentative agreement shall become final and binding upon ratification of the membership of the Association (pursuant to Association Policy 610 and if required by that Policy) and adoption by the Board of Education for Lompoc Unified School District.

For The District:

For CSEA:

[Signatures]

[Signatures]
ARTICLE 2: DISTRICT RIGHTS

2.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to the following: determine its organization; direct work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the method of raising revenue; lawfully contract out work, as subject to the rights to Collectively Bargain under the EE RA; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

ARTICLE 4: ORGANIZATIONAL SECURITY

4.1 Effective January 1, 2004, classified bargaining unit employees shall join the California School Employees Association (CSEA) or pay the organization a fair share service fee, as required by Government Code Section 3546.

CSEA Members:

4.1 The District shall comply with the terms of CSEA's written authorization form for payroll deductions. Employee requests to cancel or change authorizations for payroll deductions shall be directed to CSEA rather than to the district.

4.1.1 CSEA shall be responsible for processing these requests. The District shall rely on the information provided by CSEA to cancel or change authorizations.

4.1.2 CSEA shall indemnify the District for any claims made by the employee for deductions made in reliance on that information.

4.1.3 CSEA certifies that it has and will maintain individual employee authorizations and shall not be required to submit to the District a copy of the employee's written authorization in order for the payroll deductions described in this section to be effective, unless a dispute arises about the existence or terms of the written authorization.
4.1.4 CSEA shall notify the District of new members and any member drops.

4.1.5 The employer shall not be obligated to put into effect any new or changed deductions until the next pay period commencing thirty (30) days or more after such submission.

The District shall not produce employee information in response to a public records request that is exempt from production pursuant to GC 6254.3, which includes an employee's personal address or personal phone number (land line or cellular). In addition to the privacy requirements of GC 6254.3, the District shall not produce an employee's social security number or status as a union member.

4.2.1 The District agrees that they shall inform CSEA of any public records request for employee/unit member work emails within 48 hours of receiving the request.

The District will deduct from the pay of bargaining-unit members who are members of CSEA and pay to the Association the normal and regular monthly Association membership dues as voluntarily authorized in writing by the employee on the appropriate authorization form, subject to the following conditions:

4.2.1 Such deduction shall be made only upon the submission of an authorization form on a duly executed and revocable authorization by the employee.

4.2.2 The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) working days or more after such submission.

4.2.3 An employee is required to maintain his or her membership in good standing for the duration of this agreement. The employee may terminate his or her obligation to the employee organization and convert to service fee status within a period of thirty (30) days following the expiration of the Agreement.

4.3 Service Fee Payers:

For employees who do not submit the form referenced in Article 4.2.1, the District pursuant to Education Code 45168(b), will make an involuntary deduction of a service fee and pay it to the Association within thirty (30) days.

4.3.1 A payroll deduction authorization form shall not be required for such deductions.
4.3.2—Any employee may pay service fees directly to CSEA in lieu of payroll deductions. The employee shall be responsible to provide the District proof of said payment.

4.4—Religious Objection

Any employee who is a member of a verified religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to support CSEA, except that such employee shall be required, in lieu of a service fee, to pay sums equal to such service fee either to a non-religious, non-labor organization, charitable fund exempt from taxation under Section 501(c)(3) Title 26 of the Internal Revenue Code, chosen by the employee from the following list:

- Boys and Girls Club of Lompoe
- Santa Barbara County American Red Cross/Lompoe
- LUSD Community Education Foundation
- Shelter Services for Women of Lompoe

4.4.1—Any bargaining unit member claiming this religious exemption must file a written request for exemption with the CSEA Legal Department. The member's request for exemption needs to be mailed by the member to:

CSEA—Legal Department
2045 Lundy Avenue
San Jose, CA 95131

If the request is granted, the Association will inform the District of the employee's designated charity and the District shall ensure that all future deductions of agency fees from the employee's paycheck be paid to the designated charity.
ARTICLE 5: GRIEVANCES

4. Level IV - Advisory Arbitration

5.2.4.1 The Association may move the grievance to Level IV by written notice to the District (Assistant Superintendent, Human Resources). A grievant(s) shall not have any independent authority to move the grievance to Level IV. The Association may move to Level IV at any time they feel a mutually acceptable resolution cannot be reached via the interest based grievance resolution process outlined in Article 5.2.3. Interest based approach records from Level III shall be included with the Level IV grievance in the form of a mutually agreed upon current technological format for charting as provided by the District.

ARTICLE 6: COMPENSATION AND BENEFITS

6.5 Retirement Incentive Program

a. Classified employees with ten (10) or more consecutive years of employment in the Lompoc Unified School District who have attained the age of fifty-five (55) and not yet fifty-nine (59) are eligible to participate in this early retirement program. However, no more than five percent (5%) of the classified, non-management work force can participate during any one (1) fiscal year. The maximum number of classified Bargaining Unit employee participants who can participate during any one (1) fiscal year, must result in a net zero cost or cost savings to the District. Eligible employees will be selected on a first-come-first-serve basis except employees fifty-eight (58) years of age will be given priority during this window period.

The charts on page 32 and 34 of the current contract that are inserted in Article 6.5 are outdated and inaccurate. The District and CSEA therefore agree that updated and accurate charts shall be inserted in the revised (successor agreement) contract. The District and CSEA further agree that the following language shall appear at the bottom of these new charts and all subsequent charts in Article 6.5:

“This chart will be updated and the numbers accordingly revised upon any changes negotiated to the salary schedules in Appendix A.1 and A.2”
ARTICLE 7: HOURS

7.1 Regular Work Week

The regular workweek of a full-time unit member shall be established as being forty (40) hours of work served over a seven (7) day period, which normally shall be eight (8) hours per day exclusive of meal breaks, Monday through Friday. At the time of creating a new bargaining unit position, the hours and workdays (consecutive or non-consecutive) shall be assigned at the discretion of District management. If the District wishes to change the existing hours and/or workdays of any vacant position (not newly created) they shall first reach mutual agreement for such change(s) with the Association prior to staffing. Any changes to hours and/or workdays after the time of hire shall be by mutual agreement of the employee and the District. If mutual agreement is not reached, the Association and District shall negotiate any proposed change(s).

7.1.1 All proposals to reduce hours, days or the work year of bargaining unit positions will be negotiated with the Association. All negotiated reductions will be accomplished in accordance with Article 16: Reduction of Hours, Layoff and Re-employment.

7.1.2 Employees wishing to change from alternate work week to traditional work week may present a request for change to their immediate supervisor. If the request is denied, the employee shall have the right to appeal the decision to a committee comprised of the following: District, CSEA, supervisor and the employee. If a decision cannot be reached by this committee, a neutral third party will become involved in the decision process.

7.1.2.1 Newly hired and/or promotional employees assigned to an alternate work week shall not be required to work both Saturday and Sunday, and shall be assigned two (2) consecutive days off.
7.1.2.2 Any unit member whose assigned work shift begins at 4:00 p.m. or later and at least half (1/2) of the shift is after 6:00 p.m., or whose regularly assigned work week includes Saturday shall receive an additional one hundred eleven dollars and seventy-three cents ($111.73) per month, provided this shift is four (4) consecutive days or more.

7.1.2.3 During the summer months, Tuesday through Saturday workers could revert to a Monday through Friday work week with mutual consent between the employee and their immediate supervisor. During non-student days, (i.e.; winter, February, spring and summer breaks) any unit member whose assigned work shift begins at 4:00 pm or later and at least half of the shift is after 6:00 PM, may revert to an earlier shift with mutual consent between the employee and their immediate supervisor. Also, during non-student days, any unit member assigned to a Tuesday through Saturday schedule may revert to a Monday through Friday schedule with mutual consent between the employee and their immediate supervisor. In the event that mutual consent is reached, differential pay shall not apply during the time the unit member is not on a differential schedule.

On days, excluding minimum days, for which unit members are scheduled to perform their duties pursuant to the work calendar then in effect, during which pupils would have been in attendance but are not and for which certificated personnel receive regular pay, unit members shall also receive regular pay whether or not they are required to report for duty.

7.4 Employees who are capable will be offered the opportunity to work in a higher classification in the absence of the regular incumbent in the case of a vacancy, or in a limited term assignment lasting no less than fifteen (15) days. The following sequence of eligibility shall be utilized in the order listed:

1. Site;
2. Promotional eligibility list - by rank, if tie interview all within rank;
3. Any employee, district-wide, interested in gaining work experience;
4. 39-month rehire list;
5. Outside relief personnel.
The most senior employee in the next highest classification in the site or department will be selected to work in a higher class when all other qualifications are equal. Employees with more seniority who are not selected may request reason(s) for not being selected. Such the selection procedure may begin on the first (1st) day, but shall not be required until the regular incumbent’s absence exceeds four (4) consecutive days if filled at the site level (sequence #1 above). If the selection is made utilizing sequence #2 through #5 above, the selection shall not be required until the regular incumbent’s absence exceeds five (5) consecutive days. Such selection procedures will not be made solely for monetary reasons. The District retains the right to fill, or not fill, the position. Substitute or outside relief personnel, if needed, shall be brought in at the lower classification in the department or work site. This subsection shall apply to all bargaining unit members.

7.4.1 Whenever a unit member is required to work out of his/her classification in a higher classification for more than two (2) working days in any fifteen (15) day calendar period he/she shall be compensated at the salary step of the salary range for the higher classification that constitutes an increase of a minimum of 5% over the employee’s regular base pay (5% effective with the 2009-2010 school year).

7.4.1.1 An employee who qualifies under Article 7.4.1 of the Classified Bargaining Unit Contract shall receive out-of-class compensation for a paid legal holiday and an approved, paid leave day provided the employee is working in that higher classification the day before or the day after the holiday and/or leave day.

7.4.2 Whenever a full time unit member works temporarily out of his/her regular classification in a lower classification on a full time basis the unit member shall not receive less than his/her regular base pay.

7.5 Notwithstanding Articles 7.1 and 7.2, the workweek for any unit member having an average workday of four (4) hours or more during the workweek shall consist of no more than five (5) working days. Such an employee shall be compensated for any work required to be performed on the sixth (6th) and seventh (7th) day following the commencement of the workweek at a rate equal to one and one-half (1-1/2) times the regular rate of pay of the employee designated by the District and authorized to perform such work.

7.6 For the purpose of computing the number of hours worked, time during which the unit member is excused from work because of holidays, sick leave, vacation, compensated time off, or other paid leaves of absence, shall be
considered as time worked by the unit member. The designation, authorization and allocation of any overtime shall rest solely with District management.

No payment shall be allowed for overtime unless said overtime has written approval of the immediate management supervisor. Overtime shall be computed from the first (1st) minute worked in multiples of fifteen (15) minutes. The employee shall inform the supervisor of the intended method of payment (overtime pay or compensatory time) prior to working the overtime. Up to two (2) non-consecutive compensatory time days may be used by unit members without prior approval, provided notice is given in the same manner as for sick leave.

Use of other compensatory time must be pre-approved by the immediate supervisor. Unit members denied a specific date(s) for use of compensatory time may request written reasons for such denial. The denial may be appealed by the employee to the District and Association who shall reach mutual agreement on the use of the compensatory time requested.

7.8 A unit member shall have the right to refuse overtime work, except in a government declared emergency, where the supervisor may direct the unit member to work overtime. The supervisor shall attempt to identify employees desiring to work overtime before directing a unit member to work against his/her will. An emergency as used in this section is defined as the following: the effects of natural, manmade, or war-caused emergencies which result in conditions of disaster or in extreme peril of life, property, and resources is of paramount importance requiring the responsible efforts of unit members. In any event, such changes shall be for only the length of the emergency.

7.9 In situations that could not have been planned for, a unit member called back to work after his/her regular work day or work week shall receive not less than two (2) hours of pay subject to Articles 7.2 and 7.4.
ARTICLE 7: HOURS (continued)

7.10 Unit members who work more than four (4) consecutive hours per day shall be entitled to a paid fifteen (15) minute rest period per each consecutive four (4) hour work period per day at times scheduled by the immediate supervisor.

7.11 Any unit members who have been on duty more than four (4) consecutive hours shall take an unpaid duty-free meal period of thirty (30) minutes or more per day to a maximum of one (1) hour at times scheduled by the immediate supervisor.

Unit members working six (6) hours or less can waive their meal period with mutual consent of the unit member and their immediate supervisor.

7.11.1 Unit members whose assignment is four or fewer hours shall not have an unpaid lunch break inserted in their schedule.

7.12 Whenever the District wishes to allocate all or part of the hours assigned to a particular vacant position to another unit position in the same classification rather than fill the position, such hours shall be offered to the unit member in that classification having the greatest seniority provided, however, that the employee's work schedule and District needs will permit the most senior employee to accept the extra hours and provided the extra hours will not place the unit member in an overtime status.

7.13 Four Day Work Week

Any unit member shall have the option of choosing to work a consecutive four-day work week upon mutual agreement between the unit member and his/her immediate management supervisor and the appropriate division head.

7.13.1 In the event a holiday(s) falls during any week, the total regularly scheduled hours for the week containing the holiday shall be divided by five (5) rather than four (4) to determine the number of hours to be worked during each day of the holiday week.
ARTICLE 7: HOURS (continued)

7.14 Workload

Prior to ongoing changes in the workload being enacted, the immediate supervisor will discuss changes with the affected employee(s). The immediate supervisor shall, with the input from the employee(s), make determination as to the workload priorities.

If the employee(s) feels workload concerns remain, they may appeal to an advisory resolution panel comprised of equal numbers of panelists from the District and the Association. The resolution panel shall be facilitated by the Director of Classified Personnel (Personnel Commission). Upon reviewing the information from the employee and immediate supervisor, an advisory decision shall be rendered. If either the employee(s) or the immediate supervisor feels that the workload issue is unresolved, the matter shall be resolved by the District and Association using Interest-Based Bargaining methods.

7.15 The annual calendar shall be negotiated by the Association and the District beginning no later than the end of September for the fiscal year calendar two years out. For operational needs, should the negotiations process for the upcoming fiscal year not be concluded by December 1, the District may establish a projected start date for that fiscal year pending the conclusion of the negotiations process. The parties acknowledge that the result of those negotiations may result in a change of the projected start date of the upcoming fiscal year.

7.15.1 A typical work calendar for 12-month employees is 260 days (including holidays). When it becomes know that the work calendar will increase to 261 or 262 workdays, a six-person delegation, including three (3) representatives from CSEA and three (3) representatives from LUSD will designate the 260 workday calendar.
Emergency Events: In the event the district declares an emergency, as defined in Article 2.3 and school closures occur, the following protocol shall be followed:

a. The district shall make every effort and with all means at their disposal to notify all classified employees that school sites are closed until further notice.

b. All classified employees shall be notified of their requirement whether or not to report to their assigned worksite.

c. Essential employees will be defined and can vary depending on the nature of the emergency.

d. Essential employees will be notified by their immediate supervisor to report to their assigned worksite or an alternate worksite for the duration of the emergency.

e. All employees required to work shall be paid their regular rate of pay for their assigned work hours. Overtime may apply as per Article 7.

f. All employees not required to report to work shall remain in paid status for the duration of the emergency and remain available to report to work, during their regular work hours, if the need arises of the emergency is declared over.

g. Any employee on an approved paid leave during the course of the emergency shall continue on the paid leave as approved.
ARTICLE 8: VACATIONS

Unit members shall accrue annual vacation at the regular rate of pay earned at the time the vacation is commenced according to the schedule established in Article 8.4. Such vacation shall not become a vested right until completion of six (6) months employment. However, vacation days will be accrued and may be used by probationary employees.

8.2 Scheduling

8.2.1 Vacations shall be scheduled between the unit member, including probationary employees, and immediate supervisor. Vacations of less than one (1) full day may be granted. Approval of vacation days should be obtained prior to making vacation plans. Vacations shall not be denied solely on the basis of the need for a substitute. The following factors are to be considered in granting vacations:

a. District needs
b. Employee preference
c. Extenuating circumstances
d. Long range planning
e. District-wide seniority

If mutual agreement cannot be reached in a timely manner between the unit member, including probationary employees, and the immediate supervisor, the unit member may appeal to the Vacation Committee which consists of the Association President, Assistant Superintendent, Human Resources, and a third party selected by the Association and the District. The third member, usually the immediate supervisor's supervisor, will only serve when the dispute pertains to his/her work site, school or division.

8.2.2 For purposes of this section, up to two (2) non-consecutive vacation days may be used by bargaining unit members without prior approval. A unit member shall not be permitted to reduce a day of vacation to less than the hours per day the unit member is normally assigned. The following provisions shall also be followed:

a. Notice of vacation usage shall be provided for the bargaining unit member's immediate supervisor by the end of the bargaining unit member's last work shift prior to the vacation day. The bargaining unit member shall complete the appropriate section of the vacation form (Appendix D) and submit
b. When unforeseen circumstances exist and notice of vacation use cannot be provided prior to the end of the bargaining unit member's last work shift, the bargaining unit member shall provide notice of their vacation day as they normally would whenever absent from work. Upon return to work, the bargaining unit member shall complete the appropriate section of the vacation form (Appendix D) and submit it to their immediate supervisor. Because the vacation day was taken due to an unforeseen circumstance, the bargaining unit member must state the nature of that unforeseen circumstance preventing them from providing the prior notice as noted in Paragraph A above. "Unforeseen circumstances" are defined as things that could not have been planned for.

8.2.3 Employees shall complete an Annual Vacation Plan Form (Appendix D) which shall be completed and signed by both parties no later than September 30. If there is not mutual agreement on the Annual Vacation Plan Form, it may be appealed to the Vacation Committee. Changes to the Annual Vacation Plan Form can be initiated by the employee no less than two (2) workdays prior to the scheduled vacation.

8.2.4 An employee who works during break periods shall complete a School Break Work Planner (Appendix D) when their assigned management supervisor is absent for three (3) or more consecutive workdays. The School Break Work Planner shall be mutually agreed upon by the employee and the immediate supervisor and shall document the work that is planned to be completed during the break period.

8.2.5-3 In the absence of an immediate supervisor, all employees who work during breaks shall be provided with the name and contact number of the assigned management supervisor. This management supervisor shall be available to answer any call and respond in a timely manner to any concerns and/or emergencies.

8.3 Upon separation from service, a permanent member shall be entitled to a lump sum compensation for all earned and unused vacation.

8.4 Unit members, including probationary employees, shall earn vacation in accordance with the following:

If an employee is hired the first (1st) through the fifteenth (15th) of the month, their vacation anniversary date will be the first (1st) of that month. If an employee is hired the sixteenth (16th) through the thirty-first (31st) of the month, their vacation anniversary date will be the first (1st) of the following month.
ARTICLE 10: LEAVE PROVISIONS

Article 10.11 Bonding Leave: California Family Rights Act (CFRA)

An employee who meet the provisions of eligibility for FMLA as defined in Article 10.10 of this agreement shall also be eligible for an additional 12 weeks of unpaid leave for Child Bonding. This 12 weeks shall be taken within one (1) year of the child’s birth, adoption, or the start of foster care. This leave will run after PDL leave and it may run after FMLA leave. Bonding leave may be taken in separate 2-week blocks but these blocks shall not exceed a total of 12 weeks and must occur within one (1) year of the child’s birth, adoption, or foster care. While both parents are entitled to Bonding Leave, if both parents work for Lompoc Unified School District, the District may choose to allow only twelve (12) weeks total for both parents.

10.11.1 At the conclusion of the CFRA leave, the employee shall be returned to the same position classification held by the employee and at the same geographically approximate work site the employee worked at prior to the commencement of the leave.

Article 10.12 Other Leaves Without Pay

10.12.1 Upon recommendation of the Superintendent and approval by the Board of Education, leave without compensation, increment, seniority or credit towards probationary or permanent status, may be granted for a period of one (1) school year for the following purposes: care for a member of the immediate family who is ill, long-term illness of the unit member, service in an elected public office, or retraining, study or research.

10.12.2 The application for and granting of such leaves of absence shall be in writing. In addition, a unit member on such leave shall notify the Director of Classified Human Resources no later than thirty (30) days prior to expiration of the leave of intent to return to employment in the District. Failure to so notify will be considered an abandonment of position and nullify any bumping rights.

10.13 Other Leaves

An employee may use accrued compensatory time or vacation (in this order) to cover non-duty days within the school year.
11.1 A unit member may be transferred at his/her request or for the good of the District from one position to another at the discretion of the immediate management supervisor, with the approval of the Director of Classified Personnel.

11.1.1 Involuntary transfers shall not be punitive in nature and shall be based on the legitimate needs of the District. The Association will be contacted before any involuntary transfers are made. District seniority will be the primary consideration. However, specific needs for the current and future work site may take precedence. Exceptions can be made under special circumstances when agreed to by the District and the Association.

11.1.2 Notice of involuntary transfers shall be given in writing, along with reasons to the unit member as soon as possible and not later than ten (10) days prior to the transfer.

11.2 The District shall post on each official classified bulletin board and the District website a list of positions that are vacant. Employees will have a maximum of five (5) working days from date of distribution to file a written request for transfer.

11.2.1 If there are transfer requests, those applicants shall be interviewed in advance of other applicants. In the event the District chooses to fill the vacancy from these transfer requests, no further interviews will be necessary. If a transfer candidate is not selected, then interviews from the appropriate eligibility list will be scheduled.

11.2.2 Transfer applicants who have an assignment less than eight (8) hours shall be entitled to transfer to a vacant position of greater hours at their physical work site provided their most recent evaluation reflects an overall evaluation of satisfactory. Such transfers shall be offered to the unit member in that classification having the greatest seniority. Full-time employees at the site shall have first right to be considered for transfer followed by employees with less than a full-time assignment. Full time employees at the site shall have first right to be considered for transfer followed by employees with less than a full time assignment.

Transfer applicants who have an assignment less than eight (8) hours shall be entitled to transfer to a vacant position of greater hours at their physical work site provided their most recent evaluation reflects an overall evaluation of satisfactory. Such transfers shall be offered to the unit member in that classification having the greatest seniority.

11.2.3 The decision of the District on which candidate is selected shall be final.
ARTICLE 15: EVALUATION

15.1 Definition

The primary purpose of the evaluation is to assess the bargaining unit member’s skills in relation to the job duties of their specific classification. The evaluation shall be conducted in good faith with the goal of accurately assessing the unit members’ work performance and be based on observation or knowledge. The process should acknowledge employees whose work performance meets or exceeds expectations, encourages professional growth, and when improvement is needed, offers a specific plan to facilitate said improvement.

The absence of timely evaluations indicates the employee meets job performance standards. All evaluations will be completed using Personnel Form 112 (Appendix G).

15.2 The evaluator shall be the lowest-level management supervisor having direct jurisdiction over the unit member, who directly observes and directs the unit member’s work on a routine basis. The management employee shall be allowed to seek recommendations from the unit member having lead responsibilities over the unit member being evaluated. Unit members (e.g. instructional assistants) may request that their formal evaluator conduct a direct observation prior to the written evaluation. Further, the District will consider any request by an instructional assistant to not seek direct input form their assigned teacher.

The evaluator will prepare the evaluation and meet facilitate a meeting with the employee in person to review the evaluation. No evaluation will be placed in the employee’s personnel file without the opportunity for discussion between the employee and the evaluator.

ARTICLE 23: TERM

23.1 This Agreement shall remain in full force and effect up to and including June 30, 2019-2022. Either party may notify the other in writing no later than March 31, 2019-2022 of its request to modify, amend or terminate a successor agreement.

23.2 It is agreed that the Association and the District shall each have the option to reopen two (2) articles in addition to Article 6: Compensation and Benefits for the 2017-18-20-21 and 2018-19 2021-22 School years. Either one or both of the two (2) articles may be new articles. Notice by both parties of intent to reopen articles shall take place via written initial proposals to each other no later than June 30, 2017-2020 and June 30, 2018-2021, respectively.
Provided the provisions of Article 23.1 of this Agreement have been met, negotiations between the Association and the District for a successor agreement shall begin no sooner than ninety (90) days prior to the expiration date of the Agreement between the District and the Association, provided that there is not a decertification petition filed under Government Code section 3544.7. Reopener negotiations shall begin no later than one (1) month after presentation of a written initial proposal by either party. The District shall bring all initial proposals to the Board of Education for consideration at their first meeting after receipt of the initial proposal.
August 2, 2019

Teresa Moore
Chapter President Chapter 257
344 St. Andrews Way
Lompoc, CA  93436-1319

RE: Tentative Agreement on Successor Agreement 2019-2022

Dear President Moore:

I have received the Successor Agreement tentatively agreed to between the Lompoc Unified School District and the California School Employees Association and its Lompoc Valley Chapter #257 (CSEA) that will be in effect from July 1, 2019 through June 30, 2022.

It has been reviewed in accordance with Policy 610. I have found no apparent violation of law, CSEA's Constitution and Bylaws, or Policy.

Ratification for this tentative agreement is required. After the agreement has been ratified by the chapter, and signed by you, the district, and your Labor Relations Representative (LRR) please provide your LRR with three (3) signed copies of the final agreement. Additionally, please provide your LRR with the ratification date so that we may update our records.

Please ensure your chapter complies with the Ratification Meeting requirements as identified in your chapter constitution and Policy 610 Ratification Notice.

I would like to take this opportunity to acknowledge the time and effort spent by you and the Negotiating Committee in negotiations. Your involvement and dedication are truly appreciated.

Please feel free to contact my office if you have any questions or concerns.

Congratulations on your agreement!

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Espe Medellin
Field Director

EM/Ik
19 PC 257 TA on Successor 2019-2022

Attachment

Cc: Jerry White, Regional Representative 37; Don Snyder, Area I Director; Phyllis Comstock, Labor Relations Representative; Chapter 257 File

Our mission: To improve the lives of our members, students and community.