Number	Title	School year or Expiration	Notes/ BOARD DATE
HR84-LFT	Coronavirus Response (revised)	Until revised or 6/2021	Not to Board
HR83-LFT	LFT elected representative to be reimbursed release time to represent the LFT	20-21	Board Date 6/9/2020
HR82-LFT	Allan Hancock College Concurrent Enrollment	20-21	Board Date 6/9/2020
HR81-LFT	Teacher Cap Compensation - SPED	20-21	Board Date 6/9/2020
HR80-LFT	Health Benefit Employee Expense	20-21	Board Date 6/9/2020
HR79-LFT	Contract Nurses during school year	20-21	Board Date 5/26/2020
HR78-LFT	Contract Speech Therapists	20-21	Board Date 5/26/2020
HR77-LFT	End 19-20 negotiations and extend current Health Benefits MOU	19-20	
HR76-LFT	Time Period for voting on bell schedule changes	19-20	Not to Board
HR75-LFT	Coronavirus Response	19-20	Not to Board
HR74-LFT	2019-20 Summer Session Nurse	19-20	TBD
HR73-LFT	CIMI and Astro Camp teacher compensation	19-20	Board Date 12/16/19
ТА	TA Compensation Agreement	19-20	Board Date 10/22/19
HR72-LFT	LVMS/LHS Split Music - compensation to sub on portion of prep	19-20	Board Date 9/24/19
HR71-LFT	LFT elected representative to be reimbursed release time to represent the LFT	19-20	Board Date 9/10/19
HR70-LFT	Hiring Classified LVNs in lieu of Certificated RNs	19-20	BOARD DATE 10/08/19
HR69-LFT	Allan Hancock College Concurrent Enrollment	2019-20	Board Date 8/13/19
HR68-LFT	Middle School Athletics	2019-20 & 2020-21	Board Date 6/11/19

Number	Title	School year or Expiration	Notes/ BOARD DATE
HR67-LFT	Compensation for Secondary Unit Member(s) Absorbing Students or Substituting	2019-20	Board Date 6/25/19
HR66-LFT	LFT MOU Health Benefit Employee Expense	2019-20	Board Date 5/28/19
HR65-LFT	Contract Speech Therapists	2019-20	Board Date 5/28/19
HR64-LFT	Summer Conditioning	Summers of 18-19 and 19-20	Board Date 5/28/19
HR63-LFT	Contract Nurses during school year	Remainder of SY 18-19 & 2019-20	Board Date 5/28/19
HR62-LFT	Elementary Common Core Council	2020-21	Board Date 5/14/19
HR61-LFT	Site Mentor Teachers	2020-21	Board Date 5/14/19
HR60-LFT	2018-19 Summer Session Nurse	2018-19	Board Date 4/09/19
HR59-LFT	Teacher Cap Compensation - SPED	2018-19	BOARD DATE 3/12/19
HR58-LFT	Revised Allan Hancock College Concurrent Enrollment	2018-19	Not to Board
HR57-LFT	Substitute procedure when Elementary PE teacher is pulled	No expiration noted	
HR56-LFT	Loss of Kinder Support Time when Support teacher is pulled to sub in another class	No expiration noted	BOARD DATE 11/13/18
HR55-LFT	K-3 Literacy Specialist (Amended)	Previous MOU amended to add that the Lit Specialist will be a member of the School Leadership Team	

Number	Title	School year or Expiration	Notes/ BOARD DATE
		Previous MOU amended to specify that	
		K-3 Lit Specialists be added to School	
	Stipend for Elementary Leadership Teams (Amended)	Leadership Teams - In 20 -21	
HR54-LFT		negotiations season, the terms of this	
		MOU shall be revisited to extend or	
		possibly be included in Appendix A of	
		the contract	
	Allan Hancock College Concurrent	18-19 - contents to be revisited before	BOARD DATE 10/23/18
HR53-LFT	Enrollment	the start of the 19-20	
HR52-LFT	Teacher Cap Compensation Adjustment	Expires June 30, 2020	BOARD DATE 9/25/18
HK52-LF1	for 18-19 & 2019-2020		
		2018-2019, 2019-2020 & 2020-2021 -	
	Signing and Retention Bonus (\$10,000)	The District and Federation will meet	BOARD DATE 9/11/18
HR51-LFT	for High Needs Positions	yearly to determine other high Needs	
		Positions	
HR50-LFT	Contract Speech Therapists	18-19 School Year	BOARD DATE 8/13/18
	Stipend for Elementary Leadership Teams	18-19 - June 30, 2021 - This MOU	
HR49-LFT		replaces the previous MOU re Building	BOARD DATE 6/12/18
		Leadership Teams	
	K-3 Literacy Specialist	The position to begin 2018 and remain	
HR48-LFT		in effect until June 30, 2020 - This MOU	BOARD DATE 6/12/18
ПК40-LF I		replaces the previous MOU re K-3	
		Literacy specialists	
HR47-LFT	Health Benefit Employee Expense	18-19	BOARD DATE 6/12/18
HR46-LFT	Experience Credit	18-19, 19-20, 20-21 up to 15 years of	BOARD DATE 5/08/18
HK40-LF1		total experiencre credit	
HR45-LFT	Allan Hancock College Concurrent	17-18 - contents to be revisited before	
11143-661	Enrollment	the start of next school year	
HR44-LFT		17-18 ESY - June 14, 2018 - July 20, 2018	BOARD DATE 3/27/18
	Signing and Retention Bonus (\$5,000)for		BOARD DATE 11/14/17
HR43-LFT	High Needs Positions	Community Day School Added	

Number	Title	School year or Expiration	Notes/ BOARD DATE
HR42-LFT	Signing and Retention Bonus (\$5,000) for High Needs Positions	2017-2018 & 2018-2019 School Year	BOARD DATE 9/26/17
HR41-LFT	Teacher Cap Compensation Adjustment for 17-18	17-18 - expires June 30, 2018	BOARD DATE 9/26/17
HR40-LFT	Combination Classes	17-18 School Year	BOARD DATE 9/26/17
HR39-LFT	Contract Speech Therapists	17-18 School Year	BOARD DATE 8/14/17
HR38-LFT	ESY Nurse	16-17 ESY - June 19, 2017 - July 20, 2017	BOARD DATE 6/13/17
HR37-LFT	Health Benefit Employee Expense	17-18	BOARD DATE 6/13/17
HR36-LFT	Summer Conditioning	Two-year program Signed 02/09/17 (16- 17 & 17-18??)	BOARD DATE 3/20/17
HR35-LFT	Professional Learning - Principled Negotiations	Sessions to be completed prior to December 2017	BOARD DATE 3/20/17
HR34-LFT	Recind MOU (HR25-LFT) Achievement Teacher	Effective as of June 30, 2017	BOARD DATE 3/20/17
HR33-LFT	Combination Classes	17-18 School Year	BOARD DATE 3/20/17
HR32-LFT	Delay - BLT MOU (HR30-LFT)	Implementation will now be 2018-19 and 2019-2020	BOARD DATE 3/20/17
HR31-LFT	K-3 Literacy Specialist	17-18 Implementation Plan - Position to take effect July 1, 2018 and remain in effect until June 30, 2020	BOARD DATE 3/20/17
HR30-LFT	Building Leadership Team (BLT)	17-18 and 18-19	BOARD DATE 3/20/17
HR29-LFT	Contract Speech Therapists	16-17 School year	No signed copy, but have the minutes from the board meeting where it was approved.
HR28-LFT	Health Benefit Employee Expense	16-17	
HR27-LFT	ESY Nurse	15-16 ESY - June 17, 2016 - July 15, 2016	
HR26-LFT	Combination Classes	16-17 School year	
HR25-LFT	Achievement Teacher - grades 4-6	July 1, 2016 through June 30, 2018 (TWO YEARS)	
IR24-LFT	Release time for HS AD	16-17	

Number	Title	School year or Expiration	Notes/ BOARD DATE
HR23-LFT	Compensation Settlement	15-16	4% retro to July 1, 2015 - One-time 2% bonus
HR22-LFT	Health Benefit Employee Expense	15-16	
	Reimbursed Release time to represent	To be evaluated annually on or before	BOARD DATE 6/09/15
HR21-LFT	the Federation	February 15 of each year	
HR20-LFT	Release time for HS AD	15-16	BOARD DATE 4/14/15
HR19-LFT	Staffing Ratios 10 days		BOARD DATE 4/14/15
HR18-LFT	Combination Classes	15-16	BOARD DATE 4/14/15
HR17-LFT	Compensation Settlement	14-15	4.25% retro to July 1, 2014

#### Memorandum of Understanding

HR84-LFT

## Between Lompoc Federation of Teachers And Lompoc Unified School District (AFT 5131)

#### **RE: CORONAVIRUS RESPONSE**

This Memorandum of Understanding is agreed between Lompoc Unified School District and the Lompoc Federation of Teachers (together "LFT") concerning the District's response to the coronavirus (COVID-19) pandemic.

The District and LFT recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. Care shall be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations shall be maintained, and provisions shall be made for District employees who are impacted by the pandemic.

### LIVING AGREEMENT

For the purposes of this Memorandum of Understanding (MOU), the parties agree to meet and confer and/or meet and negotiate, upon the request of either party, as a result of issues that arise in the administration and application of this MOU.

# **SAFETY**

#### A. FACE COVERINGS

The District and LFT recognize the need to comply with state and local mandates regarding face coverings for the safety of students and staff. As these mandates change, the District and LFT shall meet to discuss the impacts and effects of changing the face covering policy.

#### B. CLEANING

Hand sanitizer shall be provided, restocked, and accessible at all sites.

#### C. SANITATION AND CLEANING PROCEDURES

Unit members shall be provided information for the purpose of unit members acquiring a better understanding of the sanitization procedures that shall be followed at sites. Sanitation versus cleaning shall be clarified. In addition, site schedules for sanitation and cleaning shall be provided. The District shall also comply with all Local, State, and National Public Health Department guidelines for PPE (Personal Protective Equipment) and provide such equipment to all employees required to report to work.

#### D. LEAVES

In the event a Unit Member believes they have been exposed to the Coronavirus they shall selfquarantine and the District shall apply all applicable leaves, such as, but not limited HR 6201 or FMLA. In addition, should a Unit Member fail a site health screening or self-identify as having symptoms of COVID-19, the District shall apply all applicable leaves, such as, but not limited HR 6201 or FMLA. All Unit Members in a vulnerable demographic, including but not limited to those 65 and older, those with underlying health condition such as diabetes, lung disease, compromised immune system, or care for such a person in their home, shall follow all Executive Orders from Local, State, and National authorities and may shelter in place, and not report to work. The District shall apply all applicable leaves, such as, but not limited to HR 6201 or FMLA and may arrange with the District for an accommodation using the Interactive Process.

# F. CLASS SIZE

In an effort to ensure that physical distancing is feasible within the classroom, class size in the physical classroom shall remain small enough to allow for 6' spacing between students. Principals, or designee(s) shall provide the specific capacity of a unit member's classroom(s) upon request.

## G. PHYSICAL DISTANCING

In order to maximize the safety of all, the importance of 6' physical distancing shall be taught to students, and shall be expected to be followed by all, whenever practicable. Furniture shall be positioned to provide for 6' physical distancing, whenever possible. In the event that this is not possible, seating shall be spaced to allow for 6' spacing between each person.

#### PEDAGOGY

A. Regardless of the final schedule chosen by the District, there will be no requirement to teach live and remote cohorts simultaneously.

The only exception shall be Unit Members who may be asked to take attendance and introduce lessons to remote learning students briefly at the beginning of class before they devote their full attention to in-class students.

#### **COMMUNICATION**

A. LFT and the District will continue to meet and consult as needed when issues related to the pandemic arise that impact Unit Members.

Agreed to on the 29<sup>th</sup> day of June 2020 and will expire June 28, 2021 unless extended by mutual agreement. This Memorandum of Understanding shall be non-precedent setting.

odene Blain

Lodene Blair President Lompoc Federation of Teachers

Bree Valla

Assistant Superintendent, Human Resources Lompoc Unified School District

Date

Date

Memorandum Of Understanding Between Lompoc Unified School District And Lompoc Federation Of Teachers (Aft 3151)

## For the 2020-2021 School Year

The Lompoc Unified School District (LUSD) and the Lompoc Federation of Teachers (LFT) agree to grant an LFT-elected representative reimbursed release time to represent the Federation on a parttime basis. The following conditions will prevail:

- 1. The representative granted the reimbursed release time will be selected by the LFT Executive Board and must be a member of LFT.
- 2. The Federation agrees to reimburse the District for the replacement cost of the LFT representative.

The LUSD will bill the LFT on a monthly basis for the cost. LFT will have 15 days from the date of billing to deliver payment to LUSD.

The LFT representative granted the reimbursed released time is guaranteed return to the same school and to the same position (or to choose any other school with an open position) with the same status and benefits previously held and seniority will continue to accrue.

The program will be evaluated annually by LUSD and LFT on or before February 15 of each year to determine if the program should be continued for the following year.

Agreed to this 20th day of May 2020

Lodene Blair President, Lompoc Federation of Teachers

Hear?

Steve Straight O President, LUSD Board of Education

John arbula

Assistant Superintendent, Business Services

512112020

HR83-LFT

### The Lompoc Unified School District

# And the Lompoc Federation of Teachers, AFT 3151

#### Memorandum of Understanding

The Lompoc Unified School District ("District") and the Lompoc Federation of Teachers, AFT 3151 ("Federation") agree as follows:

Allan Hancock College has informed the District that, according to statute, each Concurrent Enrollment course must have class periods that total at least 50 minutes.

The District and Federation agree that there is a need for the District to lengthen each 48-minute concurrent class period by 2 minutes for every course that is offered as Concurrent Enrollment with Allan Hancock during the 2020-21 school year.

Notwithstanding any requirement or limitation in the parties Certificated Bargaining Unit Contract ("Contract") including Article 2 of the Contract, or the Educational Employment Relations Act, the parties agree that the District will compensate teachers with a \$500 stipend per semester for additional services related to Concurrent Enrollment outlined below:

- Concurrent Class Teachers will instruct 2 extra minutes per concurrent class period,
- Calculate and report grades to Allan Hancock College,
- Provide a class syllabus to Allan Hancock for each concurrent class,
- Attend concurrent enrollment meetings, up to one per semester,
- Assist in collecting Concurrent Enrollment paperwork, •
- Ongoing communication with Allan Hancock Department Chair and other Allan Hancock staff as • needed
- Complete census rosters each semester by the deadline provided by Allan Hancock College. •

The parties also agree that the teachers of the Concurrent Enrollment courses must volunteer to teach the additional 2 minutes per concurrent classroom period, according the following:

- 1. Teachers that do not agree to teach the additional 2 minutes will not be eligible to teach a Concurrent Enrollment course.
- 2. For the reasons stated in paragraphs 2 and 3, the additional class minutes associated with this MOU are only for the duration of the 2020-21 school year, will not establish a custom or practice, and will not be precedential in any further contracted deliberations between the District and the LFT.
- 3. The contents of the MOU will be revisited before the start of each school year to establish any future practices.

Lodene Blair

President Lompor Federation of Teachers

Dr. John Karbula

Assistant Superintendent, Business Services

vr

Steve Straight President, Board of Education

5/20/2020 e

HR82 - LFT

5/21/2020 Date 5/21/2020

HR81-LFT

Memorandum of Understanding Between Lompoc Unified School District And The Lompoc Federation of Teachers

SPED Teacher Cap Compensation Adjustment For the 2020-2021 School Year

# PREAMBLE

For the 2020-2021 school year only, the following revisions and/or additions shall apply to Article X - Class Size.

- After the 10<sup>th</sup> day of school, Special Education Teachers shall be compensated as I. outlined below once each semester when their caseload exceeds the cap for a minimum of 10 days per semester. Exceptions require an agreement between the District and LFT.
  - \$500 per student for the first two (2) over cap and
  - \$800 for third student over cap, and
  - \$1200 for fourth student over cap.

Ex: Maximum compensation for four students over cap = 500+500+800+1200 =\$3,000

- In lieu of supply funds mentioned in LFT Contract Article 10.2, the Special Education II. Teacher will receive extra support in their classroom. The extra support will be one (1) substitute day per student over cap per school year when the caseload exceeds the cap for a minimum of 10 days. The teacher will report to campus and/or a District designated work location to work on IEPs/caseload files.
- This MOU, and its terms, shall expire at 11:59 pm, June 30, 2021. III.
- This MOU shall be non-precedent setting. TV.

DATED: 5 20 2020

For the Federation: odne 1

LFT President, Lodene Blair

Steve Straight, School Board President

For the District Assistant Superintendent Business &

Operations, John Karbula

5121/2020

HR80 - LFT

# MEMORANDUM OF UNDERSTANDING between THE LOMPOC UNIFIED SCHOOL DISTRICT and THE LOMPOC FEDERATION OF TEACHERS (AFT 3151)

### INTRODUCTION

The following memorandum of understanding reflects the full and complete agreement between the Lompoc Unified School District (hereafter "District") and the Lompoc Federation of Teachers (hereafter "Federation") regarding health benefit employee expense for the 2020-2021 school year.

# JOINT INTEREST

Both the District and the Federation have a joint interest of decreasing medical expenses for new and existing families working in the Lompoc Unified School District.

#### **IMPLEMENTATION**

- 1. The LFT District Collective Bargaining Agreement amends article 11.2 to reflect that the District will offer the Blue Cross 80% PPO medical plan as the highest district-sponsored individual medical plan rather than the Blue Cross PPO 100% medical plan.
- 2. The savings captured between fully-funding the single coverage Blue Cross 100% PPO, to the Blue Cross 80% PPO will be applied to the Employee +1 coverage, and the Employee + Family coverage to decrease the plan cost to those employees. For 2020-21, LUSD will contribute: \$1,039.60 for the 2-party plan (Employee +1) per month and \$1,355.20 for the family plan per month.
- 3. LUSD employees who wish to have a 90% or 100% PPO medical plan can choose to buy-up to those plans.
- 4. This health benefit plan contribution restructure does not result in any cost savings to the District.
- 5. This MOU is only for the 2020-2021 school year.

Tentatively agreed to on May 7, 2020.

Lodene Blair President, Lompoc Federation of Teachers

Steve Straight

President, Board of Education Lompoc Unified School District

John Karbula District Lead Negotiator Lompoc Unified School District

Date: 05/07/20

HR79 - LFT

# MEMORANDUM OF UNDERSTANDING

between the Lompoc Unified School District (LUSD) and the Lompoc Federation of Teachers (LFT)

The Lompoc Unified School District ("District") and the Lompoc Federation of Teacher, AFT 3151 ("Federation") agree as follows:

The District and Federation agree that there is an immediate need for the District to retain nurse(s) to meet the needs of the District students during the remainder of the 2020-21 school year.

Notwithstanding any requirement or limitation in the parties Certificated Bargaining Unit Contract (" Contract") including Article 2 of the Contract, or the Educational Employment Relations Act, the parties agree that the District may contract out for nurse(s) during the 2020-21 school year provided that the District continues its efforts to hire a regular employee(s) in this position.

The parties also agree that the retained nurse(s) shall not be part of the certificated bargaining unit.

The Federation hereby waives the opportunity to further negotiate this decision or any resulting impacts and effects, and agrees to forego any arguable legal remedy regarding this position, subject to the following:

- The contracting of individual nurse(s) will not be precedential in the future. 1.
- The District shall consult with the Federation as to the nurse's wages, benefits and working 2. conditions.
- The Federation shall be held harmless by the District against any claims by the individual 3. nurse(s) that may arise due to this Agreement.
- This MOU will expire June 30, 2021. 4.

Agreed to this 15<sup>th</sup> day of May 2020.

Lodene Blair, President Lompoc Federation of Teas

Dr. John Karbula District Lead Negotiator

Steve Straight President, Board of Education Lompoc Unified School District

 $\frac{5|5|2020}{Date}$   $\frac{5/19(2020)}{5/22/2020}$ Date

# HR78-LFT

# The Lompoc Unified School District and The Lompoc Federation of Teachers, AFT 3151 Memorandum of Understanding

The Lompoc Unified School District ("District") and the Lompoc Federation of Teachers, AFT 3151 ("Federation") agree as follows:

The District and Federation agree that there is an immediate need for the District to retain speech therapist(s) to meet the needs of the District students during the 2020-21 school year.

Notwithstanding any requirement or limitation in the parties Certificated Bargaining Unit Contract ("Contract") including Article 2 of the Contract, or the Educational Employment Relations Act, the parties agree that the District may contract out for speech therapist(s) for the 2020-21 school year.

The parties also agree that the retained speech therapist(s) shall not be part of the certificated bargaining unit.

The Federation hereby waives the opportunity to further negotiate this decision or any resulting impacts and effects, and agrees to forego any arguable legal remedy regarding this position, subject to the following:

- The hiring of individual speech therapist(s) will not be precedential in the future. 1.
- The District shall consult with the Federation as to the speech therapist's wages, benefits and 2. working conditions.
- The Federation shall be held harmless by the District against any claims by the individual 3. speech therapist(s) that may arise due to this Agreement.
- The District will continue to pursue through all available means permanent replacements for 4. all available speech therapist positions.

This MOU will expire June 30, 2021. 5.

Agreed to this 15th day of May 2020.

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Lodene Blair, President Lompoc Federation of Teachers

Dr. John Karbula

Distric Lead Negotiator

Steve Straight

President, Board of Education Lompoc Unified School District

5/22/2020 Date 5/20/2020 Date 5/22/2020

Date

Straw design #3

# HR77-LFT

#### MEMORANDUM OF UNDERSTANDING

Conclusion of 2019-2020 TNegotiations Between The Lompoc Unified School District And The Lompoc Federation of Teachers (AFT3151)

#### INTRODUCTION

The following memorandum of understanding (MOU) reflects the full and complete agreement between the Lompoc Unified School District ("LUSD") and the Lompoc Federation of Teachers ("LFT") regarding the conclusion of the 2019-2020 negotiations (brought to an early end by the Corona Virus) and the resolution of any unresolved issues from that negotiation.

#### JOINT INTEREST

Due to the unexpected and untimely conclusion of 2019-2020 negotiations from the closures of schools caused by the Corona Virus Pandemic, LFT and LUSD hereby agree to the following steps in order to close out the current year:

- That the District and LFT agree that negotiations are finished for the new 3-year contract based on the agreed upon TA's. These TA's are attached along with this document. There are a total of 22 TAs.
- That all unfinished openers that have not been finalized shall be transferred to next year's negotiation cycle in addition to the normal two openers and health benefits and compensation.
- That both parties agree to renew, for another term, the expiring health benefits MOU that will expire before the end of the current school year- see attachment.

This MOU is not precedent setting and is good only for the 2019-2020 school year.

FOR THE FEDERATION:

Blain Date: 5/5/2020 odene 1

Lodene Blair, LFT President

FOR THE DISTRICT:

Date: 05/05/20

John Karbula, Assistant Superintendent, Business Services (Lead Negotiator for the District)

#### MEMORANDUM OF UNDERSTANDING

HR78-LFT

Deadline for Voting on Schedule Changes

# Between

# The Lompoc Unified School District

#### And

# The Lompoc Federation of Teachers (AFT3151)

# INTRODUCTION

The following memorandum of understanding (MOU) reflects the full and complete agreement between the Lompoc Unified School District ("LUSD") and the Lompoc Federation of Teachers ("LFT") on Article 9.17 D, time period for voting on schedule changes.

#### JOINT INTEREST

Due to the closures of schools from the Covid-19 Pandemic and the need for all Elementary Schools to change their bell schedule because of a Federal Audit that found that the elementary schools did not meet the Federal Guideline under the Free and Reduced Lunch program, LFT and LUSD share an interest in extending the deadline for voting on schedule changes as outlined in Article 9.17. In order to give Elementary Administration and Certificated Staff more time to collaborate on finding a schedule that best suits the needs of each elementary school the deadline for voting is extended until May 29, 2020.

This MOU is not precedent setting and is good only for the 2019-2020 school year.

Date: 4/21/2020

FOR THE FEDERATION: odene t

Lodene Blair, LFT President

FOR THE DISTRICT

Date: 4/27/2020 John Karbula, Assistant Superintendent, Business Services

(Lead negotiator for the district)



# HR75-LFT

MEMORANDUM OF UNDERSTANDING between The Lompoc Unified School District and The Lompoc Federation of Teachers (AFT3151)

The District and LFT agree as follows:

- 1) For the duration of the COVID-19 school closures, and as long as County Public Health has officially deemed the virus a threat, the District and the Federation agree that the District will maintain pay and benefits for LFT unit members. All stipends will remain in effect during the pandemic.
- 2) Employees are reminded of their duty to do assigned work. Until County Public Health has officially deemed the virus no longer a threat, LFT Unit Members will not be required to meet with parents or students in-person but may be required to do so remotely.
- 3) In the event a LFT bargaining-unit employee believes they have been exposed, they shall self-quarantine using their leave while they await the results of the test. Should they be a confirmed positive, or if they have been exposed to a confirmed case and mandated to quarantine, the District shall credit the employee their used leaves retroactively. If the employee is taken ill with COVID-19, a doctor's note will not be required to use sick leave and differential pay. Similarly, those employees with medical proof of susceptibility to the virus shall follow all mandates from County Public Health. If all leaves are exhausted, the aforementioned employees shall be placed on fully paid administrative leave or arrange with the District to work remotely.
- 4) All Certificated employees in a vulnerable demographic, including but not limited to those 65 and older, those with underlying health condition such as diabetes, lung disease, compromised immune system, or who care for such a person in their home, may use the Interactive Process to identify ways to accommodate their needs or follow all mandates from County Public Health. If all leaves are exhausted, the aforementioned employees shall be placed on fully paid administrative leave or arrange with the District to work remotely.
- 5) Unit members that exhibit symptoms that are consistent with symptoms of COVID-19 as defined by County Public Health (e.g. fever, cough, and difficulty breathing) shall be sent home by LUSD if exhibiting a fever at or above 99.6° and shall use any available paid leaves for the duration of the active symptoms. Unit members shall not return to work until asymptomatic or unless the unit member provides a medical note clearing the unit member to return to work.
- 6) When working remotely, unit members must be reachable at all times during their regular work hours, and shall abstain from alcohol, marijuana, or illegal substances. If called to report to work, unit members shall report within two hours of notification to perform assigned duties as needed. This reporting can be done remotely. Employees who are not ill will not be required to use paid sick leave or any other form of paid time off during such an eventuality. During this closure, pre-approved leave shall continue to be used as

originally planned and the unit member will not be expected to be available to work unless released by his/her doctor.

Additional changes to the MOU may be required. Upon future changes and/or recommendations from the State of California or County Public Health & Safety, the provisions herein may be reviewed and renegotiated as appropriate. Either party may initiate said review. This MOU and its terms shall expire when County Public Health has officially deemed COVID-19 no longer a threat.

This MOU shall be non-precedent setting.

Lodene Blair President Lompoc Federation of Teachers John Karbula Asst. Supt. Business Services Lompoc Unified School District

# MEMORANDUM OF UNDERSTANDING (MOU)

HR-LFT74

between the Lompoc Unified School District (District) and The Lompoc Federation of Teachers, AFT 3151 (Federation)

The Lompoc Unified School District ("District") and the Lompoc Federation of Teachers, AFT 3151 ("Federation") agree as follows:

The District and Federation agree that there is an immediate need for the District to retain a nurse to meet the needs of the District students during the 2019-2020 Summer Session.

The Federation hereby waives the opportunity to further negotiate this decision or any resulting impacts and effects, and agrees to forego any arguable legal remedy regarding this position, subject to the following:

- 1. The hiring of a Summer Session nurse at their regular hourly rate.
- 2. This will not be precedential in the future.
- 3. The Federation will be held harmless by the District against any claim by any individual that may arise due to this agreement.

Agreed to this 20<sup>th</sup> day of March 2020.

Lodene Blair, President Lompoc Federation of Teachers

Date:

Trevor McDonald Superintendent of Schools

3/20/20 Date:

Dr. John Karbula

Assistant Superintendent, Business Services

3/20/2020 Date:

MEMORANDUM OF UNDERSTANDING between HR73-LFT The Lompoc Unified School District and The Lompoc Federation of Teachers (AFT 3151)

Board Tate 12/16/19

# INTRODUCTION

The following memorandum of understanding reflects the full and complete agreement between the Lompoc Unified School District (hereafter "District") and the Lompoc Federation of Teachers (hereafter "Federation") regarding Catalina Island Marine Institute (CIMI) and Astro Camp (Idyllwild, CA) field trips.

# JOINT INTEREST

It is the interest of the District and the Federation that teachers are encouraged to attend academic institutes and camps with their students. Several school sites offer the opportunity for fifth-grade students to attend Astro Camp in Idyllwild, CA. All 6<sup>th</sup> grade students in Lompoc Unified School District have the opportunity to attend the Catalina Island Marine Institute (CIMI). However, no 5<sup>th</sup> or 6<sup>th</sup> grade teacher shall be required to attend institutes or camps outside the regular workday. In the event that a 5<sup>th</sup> or 6<sup>th</sup> grade teacher cannot attend, the 5<sup>th</sup> or 6<sup>th</sup> grade teacher and the Principal will work together to ensure all students on their campus in designated grades have the opportunity to attend.

# **IMPLEMENTATION**

If the class teacher does not attend the institute or camp, the principal will:

• Provide same-site TK-5 teachers the option to volunteer in the 5<sup>th</sup> or 6<sup>th</sup> grade teacher's place.

In the case where no teachers on the site volunteer, the principal and human resources office will:

• Provide off-site TK-12<sup>th</sup> grade teachers the opportunity to volunteer in the 5<sup>th</sup> or 6<sup>th</sup> grade teacher's place.

To assist with the second option, the District will compile a list of district-wide TK-12 teachers who are interested in volunteering to take a class on the 3 day-institute or attend overnight camp. In order to avoid classroom instruction interruptions, these teachers may volunteer for one (1) CIMI trip per year. The volunteer teacher's site administrator must approve his/her attendance. Once a list is finalized, it will be distributed to all site administrators.

- The Site Administrator or classroom teacher will make contact with a volunteer teacher on the district list. The selected volunteer teacher will be provided dates, times and responsibilities involved prior to the acceptance by the volunteer teacher.
- The volunteer teacher will confirm with their site principal the dates they will be out on school business and email the principal of the school they will supervise, confirming they are willing to volunteer for the institute or camp.

# **Responsibilities**

- 5<sup>th</sup>/6<sup>th</sup> grade teacher not attending will substitute for the volunteer teacher going in his/her place.
- 5<sup>th</sup>/6<sup>th</sup> grade teacher will complete all necessary paperwork for his/her students to attend the Institute/Camp.
- Volunteer teacher will create lesson plans for their classroom. These plans will be used when the 5<sup>th</sup>/6<sup>th</sup> grade teacher substitutes for the volunteer teacher.
- Volunteer teacher and 5<sup>th</sup>/6<sup>th</sup> grade teacher will attend one site parent meeting.
- Volunteer teacher and 5<sup>th</sup>/6<sup>th</sup> grade teacher will coordinate a class meet & greet prior to the trip.

A \$500.00 stipend will be paid to teachers **chaperoning** a 3-day trip. A \$300.00 stipend will be paid to teachers **chaperoning** a 2-day trip.

The indicated stipends do not set a precedent and are contingent upon annual funding. Volunteer teachers will need to submit a timesheet to the Office of Common Core & Innovation within the fiscal year of the institute/camp.

One additional teacher or substitute will attend institutes or multi-night campus to release teachers for a period of two hours per day per teacher, in order for the teacher to have a duty-free student break.

Agreed to this 2 day of 2019. Stipend payments will be retroactive to August 14, 2019. The MOU is dependent on funding sources and will be revisited on annual basis.

Lodene Blair

President

Lompoc Federation of Teachers

Date: 17

Steve Straight

President, Board of Education Lompoc Unified School District

Date: Dec 4 2019

Dr. John Karbula

Assistant Superintendent, Business Services Lompoc Unified School District

Date: 12/3/19

MEMORANDUM OF UNDERSTANDING between the LOMPOC UNIFIED SCHOOL DISTRICT and The Lompoc Federation of Teachers (AFT 3151)

Due to the unique scheduling demands of the LVMS/LHS split music position, there are times when a teacher must give up part of their prep period to supervise the music class until the teacher of record arrives. In this situation, the teacher who gives up part of their prep will be compensated 1/7th. This shall be for the 2019-20 school year and shall not be precedent setting.

Agreed to this 6th day of September 2019. This MOU shall become final upon adoption by the Lompoc Unified School District Board of Education.

Lodene L. Blair President Lompoc Federation of Teachers

Steve Straight

President, Board of Education Lompoc Unified School District

Date

Dr. ohn Karbula

Assistant Supt. Business Services Lompoc Unified School District

HR72-LFT

# MEMORANDUM OF UNDERSTANDING between LOMPOC UNIFIED SCHOOL DISTRICT and LOMPOC FEDERATION OF TEACHERS (AFT 3151) For the 2019-2020 School Year

The Lompoc Unified School District (LUSD) and the Lompoc Federation of Teachers (LFT) agree to grant an LFT-elected representative reimbursed release time to represent the Federation on a part-time basis. The following conditions will prevail:

- 1. The representative granted the reimbursed release time will be selected by the LFT Executive Board and must be a member of LFT.
- 2. The Federation agrees to reimburse the District for the replacement cost of the LFT representative.

The LUSD will bill the LFT on a monthly basis for the cost. LFT will have 15 days from the date of billing to deliver payment to LUSD.

The LFT representative granted the reimbursed released time is guaranteed return to the same school and to the same position (or to choose any other school with an open position) with the same status and benefits previously held and seniority will continue to accrue.

The program will be evaluated annually by LUSD and LFT on or before February 15 of each year to determine if the program should be continued for the following year.

Agreed to this 14 day of August 2019

Lodene Blair President, Lompoc Federation of Teachers

John Karl

Assistant Superintendent, Business Services

Steve Straight President, LUSD Board of Education

HR70 – LFT HR08-CSEA

# MEMORANDUM OF UNDERSTANDING between The Lompoc Unified School District and The Lompoc Federation of Teachers (AFT 3151) and The California Schools Employee Association (CSEA Chapter 257)

# INTRODUCTION

The following memorandum of understanding reflects the full and complete agreement between the Lompoc Unified School District (hereafter "District"), the Lompoc Federation of Teachers (hereafter "Federation"), and California Schools Employee Association and its Lompoc Valley Chapter 257 (hereafter CSEA) regarding the hiring of LVN(s) in-lieu of RNs.

# JOINT INTEREST

It is the interest of the District, the Federation, and CSEA to provide medical support and services for students at each school site. Due to the lack of qualified RN applicants, the District agrees to hire LVNs in lieu of hiring an RN for the 2019-20 school year.

# IMPLEMENTATION

- 1. This program is effective August 2019 through June 2020 by mutual agreement between the Federation, CSEA, and the District.
- 2. The LVNs shall be guaranteed their positions with the District through the entire 2019-20 school year regardless of the subsequent hiring of a qualified RN at some point in the school year.
- 3. Should there be a need for a lay-off of an LVN(s) at the end of the 2019-20 school year, the procedures outlined in the Classified Bargaining Unit Contract, Chapter 16, shall be followed.

This agreement shall not be precedent setting and will become effective upon ratification of the parties and subject to CSEA Policy 610.

Agreed to this 9th day of August, 2019.

Lodene Blair President Lompoc Federation of Teachers

Steve Straight

President, Board of Education Lompoc Unified School District

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Phyllis Comstock, CSEA Labor Relations Representative

Dr. John Karbula Assistant Superintendent, Business Services Lompoc Unified School District

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Teresa Moore CSEA Chapter 257 President

# The Lompoc Unified School District

# And the Lompoc Federation of Teachers, AFT 3151

# Memorandum of Understanding

The Lompoc Unified School District ("District") and the Lompoc Federation of Teachers, AFT 3151 ("Federation") agree as follows:

Allan Hancock College has informed the District that, according to statute, each Concurrent Enrollment course must have class periods that total at least 50 minutes.

The District and Federation agree that there is a need for the District to lengthen each 48-minute concurrent class period by 2 minutes for every course that is offered as Concurrent Enrollment with Allan Hancock during the 2019-20 school year.

Notwithstanding any requirement or limitation in the parties Certificated Bargaining Unit Contract ("Contract") including Article 2 of the Contract, or the Educational Employment Relations Act, the parties agree that the District will compensate teachers with a \$500 stipend per semester for additional services related to Concurrent Enrollment outlined below:

- Concurrent Class Teachers will instruct 2 extra minutes per concurrent class period,
- Calculate and report grades to Allan Hancock College,
- Provide a class syllabus to Allan Hancock for each concurrent class,
- Attend concurrent enrollment meetings, up to one per semester,
- Assist in collecting Concurrent Enrollment paperwork, •
- Ongoing communication with Allan Hancock Department Chair and other Allan Hancock staff as • needed
- Complete census rosters each semester by the deadline provided by Allan Hancock College. •

The parties also agree that the teachers of the Concurrent Enrollment courses must volunteer to teach the additional 2 minutes per concurrent classroom period, according the following:

- 1. Teachers that do not agree to teach the additional 2 minutes will not be eligible to teach a Concurrent Enrollment course.
- 2. For the reasons stated in paragraphs 2 and 3, the additional class minutes associated with this MOU are only for the duration of the 2019-20 school year, will not establish a custom or practice, and will not be precedential in any further contracted deliberations between the District and the LFT.
- 3. The contents of the MOU will be revisited before the start of each school year to establish any future practices.

Lodene Blair

President Lompoc Federation of Teachers

Dr. John Karbula

Assistant Superintendent, Business Services

Steve Straight

President, Board of Education

HR69-LFT

8/5/19 Date 8/6/2019

# HR68-LFT

MEMORANDUM OF UNDERSTANDING	
between	TA #6
The Lompoc Unified School District	10:54 am
and	2/27/19
The Lompoc Federation of Teachers (AFT31 51)	

# INTRODUCTION

The following memorandum of understanding reflects the full and complete agreement between the Lompoc Unified School District ("District") and the Lompoc Federation of Teachers ("Federation") regarding support for coaching at the middle schools during the school year. This is a two-year program, 2019-2020 & 2020-2021 school years, at Lompoc Valley Middle School and Vandenberg Middle School.

# JOINT INTEREST

Each Middle School has a variety of sport programs after school. Coaches are needed to support & teach young athletes.

# IMPLEMENTATION

To support athletics at each Middle School, each school will receive \$9,000 in their annual budget. The compensation will solely be used for head and assistant coaches of after school programs. The District will allocate \$9,000 to each middle school's annual budget for this purpose. The Principal shall have the discretion to allocate this budget accordingly, given the unique circumstances of the sport at that school. To assist the Principal in a fair and equitable allocation of this budget, coaches must submit a game and practice schedule to the Principal prior to the beginning of the season.

No one individual coach may be compensated more than \$1,000 for one sport coaching assignment.

Double extra-curricular assignment stipends and longevity stipends do not apply-

This MOU and its terms shall expire at 11:59 pm, June 30, 2021.

This MOU shall be non-precedent setting.

Tentative Agreement

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Lodene Blair President Lompoc Federation of Teachers

Date

John Karbula Asst. Supt. Business Services Lompoc Unified School District

HR 67- LFT

# MEMORANDUM OF UNDERSTANDING between The Lompoc Unified School District and The Lompoc Federation of Teachers (AFT 3151)

# INTRODUCTION

The following memorandum of understanding reflects the full and complete agreement between the Lompoc Unified School District (hereafter "District") and the Lompoc Federation of Teachers (hereafter "Federation") regarding secondary Unit Members absorbing students and substituting.

### JOINT INTEREST

It is the interest of the District and the Federation to compensate Unit Members appropriately when absorbing students and substituting.

### **IMPLEMENTATION**

This program is effective August 2019 through June 2020

If a middle or high school secondary Unit Member substitutes in a classroom during their prep period, or absorbs a class into their regular class period(s), that teacher shall be paid  $3/7^{\text{th}}$  of the substitute daily rate for each period of substitution and/or absorption, not to exceed  $15/7^{\text{th}}$ .

Teachers shall not be asked to absorb or substitute more than five (5) periods in one school day.

The teacher may choose to accrue equivalent time rather than receive pay, depending on the funding source.

Six (6) periods of equivalent time will be the equivalent of one (1) workday.

Agreed to this 4<sup>th</sup> day of June 2019.

Lodene Blair President Lompoc Federation of Teachers

Date:

Steve Straight President, Board of Education Lompoc Unified School District

Date: June 24

Dr. John Karbula

Assistant Superintendent, Business Services Lompoc Unified School District

Date: 6/5/19

Board date 5/28/19

HR 66 - LFT

# MEMORANDUM OF UNDERSTANDING between THE LOMPOC UNIFIED SCHOOL DISTRICT and THE LOMPOC FEDERATION OF TEACHERS (AFT 3151)

# INTRODUCTION

The following memorandum of understanding reflects the full and complete agreement between the Lompoc Unified School District (hereafter "District") and the Lompoc Federation of Teachers (hereafter "Federation") regarding health benefit employee expense for the 2019-2020 school year.

# JOINT INTEREST

Both the District and the Federation have a joint interest of decreasing medical expenses for new and existing families working in the Lompoc Unified School District.

#### **IMPLEMENTATION**

- 1. The LFT District Collective Bargaining Agreement amends article 11.2 to reflect that the District will offer the Blue Cross 80% PPO medical plan as the highest district-sponsored individual medical plan rather than the Blue Cross PPO 100% medical plan.
- 2. The savings captured between fully-funding the single coverage Blue Cross 100% PPO, to the Blue Cross 80% PPO will be applied to the Employee +1 coverage, and the Employee + Family coverage to decrease the plan cost to those employees. For 2019-20, LUSD will contribute: \$1,039.60 for the 2-party plan (Employee +1) per month and \$1,355.20 for the family plan per month.
- 3. LUSD employees who wish to have a 90% or 100% PPO medical plan can choose to buy-up to those plans.
- 4. This health benefit plan contribution restructure does not result in any cost savings to the District.
- 5. This MOU is only for the 2019-20 school year.

Tentatively agreed to on May 10, 2019.

Lodene Blair President, Lompoc Federation of Teachers

Steve Straight President, Board of Education Lompoc Unified School District

John Karbula

District Lead Negotiator Lompoc Unified School District

Date: 5/29/17

Board Date 5/28/19

HR65-LFT

# The Lompoc Unified School District and The Lompoc Federation of Teachers, AFT 3151 Memorandum of Understanding

The Lompoc Unified School District ("District") and the Lompoc Federation of Teachers, AFT 3151 ("Federation") agree as follows:

The District and Federation agree that there is an immediate need for the District to retain speech therapist(s) to meet the needs of the District students during the 2019-2020 school year.

Notwithstanding any requirement or limitation in the parties Certificated Bargaining Unit Contract ("Contract") including Article 2 of the Contract, or the Educational Employment Relations Act, the parties agree that the District may contract out for speech therapist(s) for the 2019-2020 school year.

The parties also agree that the retained speech therapist(s) shall not be part of the certificated bargaining unit.

The Federation hereby waives the opportunity to further negotiate this decision or any resulting impacts and effects, and agrees to forego any arguable legal remedy regarding this position, subject to the following:

- 1. The hiring of individual speech therapist(s) will not be precedential in the future.
- 2. The District shall consult with the Federation as to the speech therapist's wages, benefits and working conditions.
- The Federation shall be held harmless by the District against any claims by the individual 3. speech therapist(s) that may arise due to this Agreement.
- 4. The District will continue to pursue through all available means permanent replacements for all available speech therapist positions.

5. This MOU will expire June 30, 2020.

Agreed to this 15<sup>th</sup> day of May 2019.

Lodene Blair, President Lompoc Federation of Teachers

Dr. John Karbula

Asst. Supt. Business Services

Steve Straight

President, Board of Education Lompoc Unified School District

Date 5/20/19 Date 5/20/2019

#### **MEMORANDUM OF UNDERSTANDING**

between The Lompoc Unified School District (LUSD) and The Lompoc Federation of Teachers (LFT)

HR64-LFT

## **INTRODUCTION**

The following memorandum of understanding reflects the full and complete agreement between the Lompoc Unified School District ("District") and the Lompoc Federation of Teachers ("Federation") regarding support for teachers during the summer conditioning and safety program. This is a two-year program at Cabrillo High School and Lompoc High School. The program is open to student athletes in all sports.

## JOINT INTEREST

Each high school will create a summer conditioning and safety program to improve student fitness.

# **IMPLEMENTATION**

To support the implementation of the summer conditioning and safety program, each high school will receive a \$5,000 annual stipend. No one individual shall be compensated more than \$2,500 of total allotment. The principal has the discretion to hire more than two people and divide the allocation accordingly.

Student attendance will be taken and turned in to the Athletic Director by August 30, annually.

Agreed to this 15<sup>th</sup> day of May 2019.

dene Blair, President Lompoc Federation of Teachers

John K

Assistant Superintendent, Business Services

Steve Straight, Pres Board of Education Lompoc Unified School District

5/15/19

 $\frac{5/20/19}{5/20/2019}$ 

# **MEMORANDUM OF UNDERSTANDING**

between the Lompoc Unified School District (LUSD) and the Lompoc Federation of Teachers (LFT)

HR63-LFT

Board date 5/28/19

The Lompoc Unified School District ("District") and the Lompoc Federation of Teacher, AFT 3151 ("Federation") agree as follows:

The District and Federation agree that there is an immediate need for the District to retain nurse(s) to meet the needs of the District students during the remainder of the 2018-2019 and the 2019-2020 school year.

Notwithstanding any requirement or limitation in the parties Certificated Bargaining Unit Contract ("Contract") including Article 2 of the Contract, or the Educational Employment Relations Act, the parties agree that the District may contract out for nurse(s) during the 2018-2019 and the 2019-2020 school year provided that the District continues its efforts to hire a regular employee(s) in this position.

The parties also agree that the retained nurse(s) shall not be part of the certificated bargaining unit.

The Federation hereby waives the opportunity to further negotiate this decision or any resulting impacts and effects, and agrees to forego any arguable legal remedy regarding this position, subject to the following:

- 1. The contracting of individual nurse(s) will not be precedential in the future.
- 2. The District shall consult with the Federation as to the nurse's wages, benefits and working conditions.
- 3. The Federation shall be held harmless by the District against any claims by the individual nurse(s) that may arise due to this Agreement.

4. This MOU will expire June 30, 2020.

Agreed to this 15<sup>th</sup> day of May 2019.

Lodene Blair, President Lompoc Federation of Teachers

John Karbu

Assistant Superintendent Business Services

Steve Straight President, Board of Education Lompoc Unified School District

Jate 11 Jate 5/20/19 Date 5/20,0 Date Date

# MEMORANDUM OF UNDERSTANDING between The Lompoc Unified School District and The Lompoc Federation of Teachers (AFT 3151)

## INTRODUCTION

The following memorandum of understanding reflects the full and complete agreement between the Lompoc Unified School District (hereafter "District") and the Lompoc Federation of Teachers (hereafter "Federation") regarding the establishment of Elementary Common Core Council teachers at grades TK-6.

#### JOINT INTEREST

It is the interest of the District and the Federation to provide a liaison between Education Services and each school site in order to ensure regular communication, provide information and elicit feedback from site grade-level teams. The ECCCs will assist with the full implementation of Common Core State Standards, the District's core instructional programs, practices and procedures.

### IMPLEMENTATION

- 1. This program is effective August 2019 through June 2021 by mutual agreement between the Federation and the District.
- 2. The Elementary Common Core Council teacher's stipend will be limited to the same base stipend as the Department Chairpersons identified in the contract under Appendix A, Special Assignments, Annual Stipend (A-1).
- 3. Selection Process: the Common Core Grade Level teachers will be selected for the term of this MOU by a secret ballot election. Teachers will only vote for the Chair(s) that represent their grade-level(s). Education Services has final approval. Education Services will appoint a Chair to complete a term in the event of a vacancy. Education Services has the right to remove a Chair from the position for just cause.

Agreed to this 22<sup>nd</sup> day of May 2019.

Lodene Blair President Lompoc Federation of Teachers

Date:

Steve Straight President, Board of Education Lompoc Unified School District

Date:

John Karbula

Assistant Superintendent, Business Services Lompoc Unified School District

5/2/19 Date:

Board date 5.14.19

# MEMORANDUM OF UNDERSTANDING between The Lompoc Unified School District and The Lompoc Federation of Teachers (AFT 3151)

## INTRODUCTION

The following memorandum of understanding reflects the full and complete agreement between the Lompoc Unified School District (hereafter "District") and the Lompoc Federation of Teachers (hereafter "Federation") regarding the establishment of Site Mentor Teachers.

#### JOINT INTEREST

It is the interest of the District and the Federation to provide site-based specialized expertise and support for classroom teachers. The Site Mentor Teacher will assist with the full implementation of Common Core State Standards, the District's core instructional programs, site practices and procedures, and will guide mentees in adherence to the California Standards for the Teaching Profession (CSTPs)

#### IMPLEMENTATION

- 1. This program is effective August 2019 through June 2021 by mutual agreement between the Federation and the District.
- 2. Site Mentor Teachers will be compensated \$500 per mentee.
- 3. Site Mentor Teachers may receive one-half of a release day per mentee on a case-by-case basis determined by administration.
- 4. Site Mentor Teachers will communicate with Teacher Support Providers and Human Resources on how to best support staff.
- 5. Site Mentor Teachers will support staff and will not evaluate staff.

Agreed to this 22 day of May 2019.

Lodene Blair President Lompoc Federation of Teachers

Date: Steve Straight

President, Board of Education Lompoc Unified School District

Date: <u>may (9, 2019</u>

Dr. Joł

Assistant Superintendent, Business Services Lompoc Unified School District

5/2/A Date:

Board date 5.14.19

#### MEMORANDUM OF UNDERSTANDING (MOU)

between the Lompoc Unified School District (District) and The Lompoc Federation of Teachers, AFT 3151 (Federation)

The Lompoc Unified School District ("District") and the Lompoc Federation of Teachers, AFT 3151 ("Federation") agree as follows:

The District and Federation agree that there is an immediate need for the District to retain a nurse to meet the needs of the District students during the 2018-19 Summer Session.

The Federation hereby waives the opportunity to further negotiate this decision or any resulting impacts and effects, and agrees to forego any arguable legal remedy regarding this position, subject to the following:

- 1. The hiring of a Summer Session nurse at their regular hourly rate.
- 2. This will not be precedential in the future.
- 3. The Federation will be held harmless by the District against any claim by any individual that may arise due to this agreement.

Agreed to this 2<sup>nd</sup> day of April 2019.

Lodene Blair, President Lompoc Federation of Teachers

Date:

Trevor McDonald Superintendent of Schools

Date:

Dr. John Karbula Assistant Superintendent, Business Services

Date: 4/2/19

HR59-LFT

# Memorandum of Understanding Between Lompoc Unified School District And The Lompoc Federation of Teachers

# SPED Teacher Cap Compensation Adjustment For the 2018-19 School Year

### PREAMBLE

For the 2018-2019 school year only, the following revisions and/or additions shall apply to Article X – Class Size.

- I. After the 10<sup>th</sup> day of school, Special Education Teachers shall be compensated as outlined below once each semester when their caseload exceeds the cap for a minimum of 10 days per semester. Exceptions require an agreement between the District and LFT.
  - \$500 per student for the first two (2) over cap and
  - \$800 for third student over cap, and
  - \$1200 for fourth student over cap.

Ex: Maximum compensation for four students over cap = 500+500+800+1200 = \$3,000

- II. In lieu of supply funds mentioned in LFT Contract Article 10.2, the Special Education Teacher will receive extra support in their classroom. The extra support will be one (1) substitute day per student per school year when the caseload exceeds the cap for a minimum of 10 days. The teacher will report to campus and/or a District designated work location to work on IEPs/caseload files.
- III. This MOU, and its terms, shall expire at 11:59 pm, June 30, 2019
- IV. This MOU shall be non-precedent setting

DATED:

For the Federation:

LFT President, Lodene Blair

Steve Straight, School Board President

For the District:

Assistant Superintendent Business & Operations, John Karbula

# The Lompoc Unified School District

#### and the Lompoc Federation of Teachers, AFT 3151

#### Memorandum of Understanding

The Lompoc Unified School District ("District") and the Lompoc Federation of Teachers, AFT 3151 ("Federation") agree as follows:

Allan Hancock College has informed the District that, according to statute, each Concurrent Enrollment course must have class periods that total at least 50 minutes.

The District and Federation agree that there is a need for the District to lengthen each 48-minute concurrent class period by 2 minutes for every course that is offered as Concurrent Enrollment with Allan Hancock during the 2018-19 school year.

Notwithstanding any requirement or limitation in the parties Certificated Bargaining Unit Contract ("Contract") including Article 2 of the Contract, or the Educational Employment Relations Act, the parties agree that the District will compensate teachers with a \$500 stipend per semester for additional services related to Concurrent Enrollment outlined below:

- Concurrent Class Teachers will instruct 2 extra minutes per concurrent class period,
- Calculate and report grades to Allan Hancock College, ٠
- Provide a class syllabus to Allan Hancock for each concurrent class, •
- Attend concurrent enrollment meetings, up to one per semester, •
- Assist in collecting Concurrent Enrollment paperwork, •
- Ongoing communication with Allan Hancock Department Chair and other Allan Hancock staff as needed •
- Complete census rosters each semester by the deadline provided by Allan Hancock College. •

The parties also agree that the teachers of the Concurrent Enrollment courses must volunteer to teach the additional 2 minutes per concurrent classroom period, according the following:

- 1. Teachers that do not agree to teach the additional 2 minutes will not be eligible to teach a Concurrent Enrollment course.
- 2. For the reasons stated in paragraphs 2 and 3, the additional class minutes associated with this MOU are only for the duration of the 2018-19 school year, will not establish a custom or practice, and will not be precedential in any further contracted deliberations between the District and the LFT.
- 3. The contents of the MOU will be revisited before the start of each school year to establish any future practices.

odue

Lompoc Federation of Teacher

John Karbula, PhD. Assistant Superintendent, Business Services

Date

Date

<u>/8/19</u> /18/19 Date

Trevor McDonald Superintendent of Schools

# MEMORANDUM OF UNDERSTANDING between the Lompoc Federation of Teachers, Local 3151 and the Lompoc Unified School District October 3, 2018 SUBSTITUTE PROCEDURE ELEMENTARY PHYSICAL EDUCATION

57

### INTRODUCTION

The following Agreement reflects the full and complete agreement of the Lompoc Federation of Teachers, Local 3151 ("Federation") and the Lompoc Unified School District ("District") regarding substitute procedures in Elementary P.E. This procedure is to be implemented in the event there is no substitute for the Elementary P.E. teacher or the Elementary P.E. teacher is pulled to substitute in another classroom:

The parties agree to the following terms:

- If a 4<sup>th</sup>, 5<sup>th</sup> or 6<sup>th</sup> grade teacher loses their P.E. time, thereby putting them over their contact minutes, it should be considered that they are substituting for the P.E. teacher and be compensated like a secondary teacher who substitutes for another teacher during their prep. They can choose either to receive pay (3/7 of the substitute pay) or Equivalent Time. (Article 9.6)
- 2) Since TK- 3<sup>rd</sup> grade teachers are not over their contracted minutes the above does not apply.

Lodene Blair President, Lompoc Federation of Teachers

Dr. John Karbula Assistant Superintendent, Business Services District Lead Negotiator
## MEMORANDUM OF UNDERSTANDING between the Lompoc Federation of Teachers, Local 3151 and the Lompoc Unified School District November 1, 2018 PROCEDURE FOR LOSS OF KINDERGARTEN SUPPORT TEACHER TIME

56

### **INTRODUCTION**

The following Agreement reflects the full and complete agreement of the Lompoc Federation of Teachers, Local 3151 ("Federation") and the Lompoc Unified School District ("District") regarding loss of Kindergarten Support time when the Support Teacher is pulled for substitution in another classroom.

This procedure is to be implemented in the event that the Kindergarten Support Teacher is pulled to substitute in another classroom:

The parties agree to the following terms:

The District will pay the impacted K teachers according to Appendix A Article VI of the Collective Bargaining agreement at the Tier III rate for the Extra Support time outlined in Article 10.2.1 that was

løst. odene Blair

President, Lompoc Federation of Teachers

Dr. John Karbula

Assistant Superintendent, Business Services District Lead Negotiator

#### MEMORANDUM OF UNDERSTANDING

55

#### LITERACY SUPPORT TEACHERS

#### Between

#### The Lompoc Unified School District

And

#### The Lompoc Federation of Teachers (AFT3151)

### AMENDED: 10/9/18 – Amended Language Shown in Italics

### INTRODUCTION

The following memorandum of understanding (MOU) reflects the full and complete agreement between the Lompoc Unified School District ("LUSD") and the Lompoc Federation of Teachers ("LFT") regarding support for teachers in grades Kindergarten through 3<sup>rd</sup> grade.

It is understood by both parties that this MOU replaces the previous MOU, signed on February 2, 2017, regarding this same subject – Literacy Support Teachers.

#### JOINT INTEREST

To support K-3 teachers in LUSD in the area of literacy, the district will assign a Literacy Support Teacher to each of the nine elementary school sites. The job description of the Literacy Support Teacher has been approved by the Lompoc Unified School Board and is attached to this MOU. Of importance to both LUSD and LFT is that the primary duties and responsibilities of this position is to work directly with students.

#### IMPLEMENTATION

1) During the spring of the 2017-2018 school year, an implementation plan will be developed. This team will be chaired by the Assistant Superintendent of Educational Services, and will consist of appropriate district personnel as well as LFT members who are classroom teachers.

2) The position will take effect on July 1, 2018 and will remain in effect until June 30, 2020.

3) The district will hire a 1.0 FTE Literacy Specialist at each elementary site to fulfill the joint interest of this MOU.

4) The Literacy Specialist will be used primarily to support literacy instruction.

5) The Literacy Specialist will follow the same planning and student contact schedule as K-3 teachers at the respective school sites.

6) The Literacy Specialist is expected to model research-based literacy instructional strategies at each grade level and across various content areas. They will work in close collaboration with the grade level teams at each site. They will analyze student data, as well as collect data, all of which will be shared within the existing site Professional Community Learning structure.

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7) The Literacy Specialist will have the same duties and responsibilities as all other K-3 teacher at the site, including (but not limited to): attending back to school nights, attending parent/teacher conferences, participating in collaboration, attending Open House, etc.

8) Permanent teachers who are interviewed for and hired for the Literacy Specialist Position will have a teaching position available for them upon the expiration of the MOU, but should not have an expectation of being able to return to their previous school or position.

9) The Literacy Specialist shall be a member of the school leadership team.

Originally signed: 4/25/18

Board Approved: 6/12/18

Amended and Signed:

FOR THE FEDERATION:

By: Lodene Blair, LFT President

Date:

FOR THE DISTRIC By:

Date:

John Karbula, Assistant Superintendent, Business Services Lead Negotiator for the District

# 54

### MEMORANDUM OF UNDERSTANDING

### STIPEND – ELEMENTARY LEADERSHIP TEAM

#### Between

The Lompoc Unified School District

And

### The Lompoc Federation of Teachers (AFT 3151)

### AMENDED - 10/9/18 - Amended language shown in italics

### **INTRODCTION**

The following (amended) memorandum of understanding (MOU) reflects the full and completed agreement between the Lompoc Unified School District (LUSD) and the Lompoc Federation of Teachers (LFT) regarding a stipend for members of the Elementary Leadership Team.

It is understood by both parties that this (amended) MOU replaces the previous MOU signed on October 10, 2016 regarding the same subject – Building Leadership Teams. (Note: a second MOU, delaying implementation, was signed February 9, 2017).

Term: the term of this agreement shall be from July 1, 2018 until June 30, 2020

In the 2020/2021 negotiations season, the terms of this MOU shall be revisited by The District and LFT and a determination made at that time regarding if it shall be extended or not and/or whether or not it might be included in Appendix A of the contract.

### JOINT INTEREST

Membership on an Elementary Leadership Team is "above and beyond," any current contract duty. While Department Chairs are compensated at the secondary level for similar "above and beyond," leadership efforts, elementary teachers have no similar compensation structure.

The joint interest of the Lompoc Unified School District and the Lompoc Federation of Teachers is to provide fairness between the levels in the assignment of a stipend for members of the Elementary Leadership Team.

### **IMPLEMENTATION**

1) At each Elementary School, the Leadership Team shall consist of *the Literacy Specialist*, two teachers from the lower elementary (TK-3) and two teachers from upper elementary. Each member of the leadership team shall receive a stipend of \$1,285.

2) All Elementary Leadership team members (*with the exception of the Literacy Specialist*) shall be selected for a three (3) year term by a secret ballot. Each full-time teacher shall have 4 votes and each part-time teacher shall have 2 votes at each grade span. The Principal shall have final say over the composition of the team. The Principal appoints a new member of the team in the event that a team member leaves prior to the expiration of their term. The Principal reserves the right to removed a member for just cause.

Originally signed: 3/9/18

Board Approved: 6/12/18

Amended and signed:

FOR THE FEDERATION:

K Date: 10 By: the

Lodene Blair, LFT President

FOR THE DISTRICT, By: Date: 16/9/18 n

John Karbola, Assistant Superintendent of Business Services Lead Negotiator for the District

•

The Lompoc Unified School District

and the Lompoc Federation of Teachers, AFT 3151

Board Apprilie

### Memorandum of Understanding

The Lompoc Unified School District ("District") and the Lompoc Federation of Teachers, AFT 3151 ("Federation") agree as follows:

Allan Hancock College has informed the District that, according to statute, each Concurrent Enrollment course must have class periods that total at least 50 minutes.

The District and Federation agree that there is a need for the District to lengthen each 48-minute concurrent class period by 2 minutes for every course that is offered as Concurrent Enrollment with Allan Hancock during the 2018-19 school year.

Notwithstanding any requirement or limitation in the parties Certificated Bargaining Unit Contract ("Contract") including Article 2 of the Contract, or the Educational Employment Relations Act, the parties agree that the District will compensate teachers with a \$500 stipend per semester for additional services related to Concurrent Enrollment outlined below:

- Concurrent Class Teachers will instruct 2 extra minutes per concurrent class period, ۲
- Calculate and report grades to Allan Hancock College, •
- Provide a class syllabus to Allan Hancock for each concurrent class, ٠
- Attend concurrent enrollment meetings, up to one per semester, •
- Assist in collecting Concurrent Enrollment paperwork.
- Ongoing communication with Allan Hancock Department Chair and other Allan Hancock staff as needed ۲
- Complete census rosters each semester by the deadline provided by Allan Hancock College. .

The parties also agree that the teachers of the Concurrent Enrollment courses must volunteer to teach the additional 2 minutes per concurrent classroom period, according the following:

- 1. Teachers that do not agree to teach the additional 2 minutes will not be eligible to teach a Concurrent Enrollment course.
- 2. For the reasons stated in paragraphs 2 and 3, the additional class minutes associated with this MOU are only for the duration of the 2018-19 school year, will not establish a custom or practice, and will not be precedential in any further contracted deliberations between the District and the LFT.
- 3. The contents of the MOU will be revisited before the start of each school year to establish any future practices.

Lompoc Federation of Teachers

John Karbula, PhD. Assistant Superintendent, Business Services

Date

Date

19/18 10/2018

Trevor McDonald Superintendent of Schools

Date

Memorandum of Understanding Between Lompoc Unified School District And Lompoc Federation of Teachers HMENT

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Teacher Cap Compensation Adjustment For the 2018-2019 & 2019-2020 School Years

### PREAMBLE

For the 2018-2019 & 2019-2020 school years, the following revisions and/or additions shall apply to Article X- Class Size.

I. After the 10<sup>th</sup> day of school, elementary teachers shall be
compensated as outlined below each semester per number of students over the grade level cap for a minimum of 10 days per semester. Exceptions require an agreement between the District and LFT.

- \$500 per student for the first two (2) students over cap
- \$800 per student for the third student over cap
- \$1200 per student for the fourth student over cap
- \$1700 per student for the fifth student over cap
- \$2300 per student for the sixth student over cap Any additional student after the sixth will receive the monies on the sixth student of \$2300

II. The supply money one time per year received per student over cap will carry over one year per teacher request. 2018-2019 to 2019-2020 and 2019-2020 to 2020-2021 school years.

III. This MOU, and its terms, shall expire at 11:59 PM, June 30, 2020.

IV. This MOU shall be non-precedent setting.

Dated

For the Federation:

LFT Interim President,

Scott Alvarez

For the District:

ohn Karbula, Asst. Supt.

Business Services

Memorandum of Understanding between Lompoc Unified School District and Lompoc Federation of Teachers

COPY

Signing and Retention Bonus for High Needs Positions For the 2018-19, 2019-2020 and 2020-2021 School Years

### PREAMBLE

The District and the Federation continue to share a mutual interest in attracting and retaining quality certificated employees. The parties have determined that high needs positions continue to be particularly hard to fill. Therefore, in order to attract and retain employees to these positions, the District may offer a signing bonus as set forth below for the 2018-19, 2019-2020 and 2020-2021 school years:

### 1. APPLICABILITY:

- A. The following positions are eligible for the signing bonus: Mild/Mod teachers; Mod/Severe teachers; Resource Specialists; Speech Language Pathologists; School Psychologists; School Nurses; Behavioral Specialists; Bob Forinash Community Day School Teachers and Secondary Mathematics teachers. The District and Federation will meet yearly to determine other high Needs Positions.
- B. For the 2018-19, 2019-2020 and 2020-2021 school years, the District may offer a signing and retention bonus to the following categories of personnel who are not current or prior probationary or permanent certificated employees of the District. Exceptions may be made on a case-by-case basis, upon agreement with LFT:
  - 1. Are employed to provide service requiring an Education Specialist Credential and
    - a. Possess such credential (including interns enrolled in university programs for the Education Specialist Credential; employees on short-term staff permits; provisional internship permits; Special Education Limited Assignment Permits; and Emergency Resource Permits) for Resource Specialist, Mild-Moderate and Moderate-Severe.
  - 2. Are employed to provide service requiring a credential for School Nurse, School Psychologist; and Speech Language Pathologists
    - a. Possess such credential (including interns enrolled in university programs for the School Nurse, School Psychologist; and Speech Language Pathologists; employees on short term staff permits; provisional internship permits; and variable term waivers specifically for Speech Language Pathologists) for School Nurse; School Psychologist; Behavioral Specialist; and Speech Language Pathologists.
  - 3. Are employed to provide service requiring a mathematics credential and
    - a. Possess such credential (including interns enrolled in university programs for a mathematics credential and employees on short-term staff permits; provisional internship permits; and variable term waiver) for secondary full-time mathematics positions.



- A. Individuals offered the \$10,000 signing bonus will receive payments by the following schedule:
  - 1. The first installment of \$2,000 will be paid on the October payroll for those employees who remain employed by the District as a certificated employee in a high needs position.
  - 2. The second installment of \$2,000 will be paid on the May payroll for those employees who remain employed by the District as a certificated employee in a high needs position and has indicated that they will return the following school year.
  - 3. The third installment of \$2000 will be paid on the November payroll of year 2 only to those employees who remain employed by the District as a certificated employee in a high needs position.
  - 4. The fourth installment of \$2,000 will be paid on the November payroll of year 3 only to those employees who remain employed by the District as a certificated employee in a high needs position.
  - 5. The fifth installment of \$2000 will be paid on the November payroll of year 4 only to those employees who remain employed by the District as a certificated employee in a high needs position.
  - 6. If during any school year an employee is less than full time, for that school year only, the signing bonus will be prorated.
- B. If teemployee should leave the employment of the District, either voluntarily or involuntarily, during the 2018-19, 2019-2020 and 2020-2021 years, bonus payment(s) will immediately stop. If an individual who leaves the District has already received a bonus payment, he/she will not be required to repay the bonus payment.

Dated:

For the Federation Scott Alvarez LFT President

For the District:

John Karbula Aésistant Superintendent

The Lompoc Unified School District and The Lompoc Federation of Teachers, AFT 3151 Board 50 Approved 8/13/18

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## Memorandum of Understanding

The Lompoc Unified School District ("District") and the Lompoc Federation of Teachers, AFT 3151 ("Federation") agree as follows:

The District and Federation agree that there is an immediate need for the District to retain speech therapist(s) to meet the needs of the District students during the 2018-2019 school year.

Notwithstanding any requirement or limitation in the parties Certificated Bargaining Unit Contract ("Contract") including Article 2 of the Contract, or the Educational Employment Relations Act, the parties agree that the District may contract out for speech therapist(s) for the 2018-2019 school year.

The parties also agree that the retained speech therapist(s) shall not be part of the certificated bargaining unit.

The Federation hereby waives the opportunity to further negotiate this decision or any resulting impacts and effects, and agrees to forego any arguable legal remedy regarding this position, subject to the following:

- The hiring of individual speech therapist(s) will not be precedential in the future. 1.
- The District shall consult with the Federation as to the speech therapist's wages, benefits and 2. working conditions.
- The Federation shall be held harmless by the District against any claims by the individual 3. speech therapist(s) that may arise due to this Agreement.
- The District will continue to pursue through all available means permanent replacements for 4. all available speech therapist positions.

For the Lompoc Federation of Teachers Scott Alvarez, President, LFT

For the Lompoc Unified School District Dr. John Karbula, Asst. Supt. Business Services

8/14/18 8/20/18

Date

Date

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Boarced Approved

### DRAFT #2 – MEMORANDUM OF UNDERSTANDING

#### STIPEND – ELEMENTARY LEADERSHIP TEAM

Between

The Lompoc Unified School District

And

The Lompoc Federation of Teachers (AFT3151)

INTRODUCTION

The following memorandum of understanding (MOU) reflects the full and complete agreement between the Lompoc Unified School District ("LUSD") and the Lompoc Federation of Teachers ("LFT") regarding a stipend for members of Elementary Leadership Teams.

It is understood by both parties that this MOU replaces the previous MOU, signed on October 10, 2016, regarding this same subject – Building Leadership Teams. (Note: a second MOU, delaying implementation, was signed February 9<sup>th</sup>, 2017)

Term: The term of this agreement shall be from July 1, 2018 until June 30, 2021.

In the 2020/2021 negotiations season, the terms of this MOU shall be revisited by The District and LFT, and a determination made at that time regarding if it shall be extended or not and/or whether or not it might be included in Appendix A of the contract.

#### JOINT INTEREST

Membership on an Elementary Leadership Team is "above and beyond," any current contract duty. While Department Chairs are compensated at the secondary level for similar "above and beyond," leadership efforts, elementary teachers have no similar compensation structure.

The joint interest of the Lompoc Unified School District and Lompoc Federation of Teachers is to provide fairness between the levels in the assignment of a stipend for members of an Elementary Leadership Team.

#### IMPLEMENTATION

1) At each Elementary School, the Leadership Team shall consist of two teachers from lower elementary (TK-3) and two teachers from upper elementary (4-6). Each member of an Elementary Leadership Team shall receive a stipend of \$1,285.

2) All Elementary Leadership Team members shall be selected for a three (3) year term by a secret ballot. Each full-time teacher shall have 4 votes and each part-time teacher shall have 2 votes. Teachers may vote for two representatives for their grade level span. Special Education teachers and PE teachers shall have 2 votes at each grade span. The Principal shall have final say over the composition of the team. The Principal appoints a new member of the team in the event that a team member leaves prior to the expiration of their term. The Principal reserves the right to remove a member for just cause.

3) A list of duties and responsibilities for their school shall be created and distributed to all certificated staff prior to the membership vote.

FOR THE FEDERATION By:

Date: 3/0/19

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Scott Alvarez, LFT President

FOR THE DISTRICT: Date: Bya

John Karbula, Assistant Superintendent, Business Services (Lead negotiator for the district)

Spand d Approved

### DRAFT #1 – MEMORANDUM OF UNDERSTANDING

#### LITERACY SUPPORT TEACHERS

Between

The Lompoc Unified School District

And

### The Lompoc Federation of Teachers (AFT3151)

#### INTRODUCTION

The following memorandum of understanding (MOU) reflects the full and complete agreement between the Lompoc Unified School District ("LUSD") and the Lompoc Federation of Teachers ("LFT") regarding support for teachers in grades Kindergarten through 3<sup>rd</sup> grade.

It is understood by both parties that this MOU replaces the previous MOU, signed on February 2, 2017, regarding this same subject – Literacy Support Teachers.

### JOINT INTEREST

To support K-3 teachers in LUSD in the area of literacy, the district will assign a Literacy Support Teacher to each of the nine elementary school sites. The job description of the Literacy Support Teacher has been approved by the Lompoc Unified School Board and is attached to this MOU. Of importance to both LUSD and LFT is that the primary duties and responsibilities of this position is to work directly with students.

#### IMPLEMENTATION

1) During the spring of the 2017-2018 school year, an implementation plan will be developed. This team will be chaired by the Assistant Superintendent of Educational Services, and will consist of appropriate district personnel as well as LFT members who are classroom teachers.

2) The position will take effect on July 1, 2018 and will remain in effect until June 30, 2020.

3) The district will hire a 1.0 FTE Literacy Specialist at each elementary site to fulfill the joint interest of this MOU.

4) The Literacy Specialist will be used primarily to support literacy instruction.

5) The Literacy Specialist will follow the same planning and student contact schedule as K-3 teachers at the respective school sites.

6) The Literacy Specialist is expected to model research-based literacy instructional strategies at each grade level and across various content areas. They will work in close collaboration with the grade level teams at each site. They will analyze student data, as well as collect data, all of which will be shared within the existing site Professional Community Learning structure.

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7) The Literacy Specialist will have the same duties and responsibilities as all other K-3 teacher at the site, including (but not limited to): attending back to school nights, attending parent/teacher conferences, participating in collaboration, attending Open House, etc.

8) Non-probationary teachers who are interviewed for and hired for the Literacy Specialist Position will have a teaching position available for them upon the expiration of the MOU, but should not have an expectation of being able to return to their previous school or position.

FOR THE FEDERATION Date: By:

Scott Alvarez, LFT President

FOR THE DISTRICT: By:

Date:

John Karbula, Assistant Superintendent, Business Services (Lead negotiator for the district)

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## MEMORANDUM OF UNDERSTANDING between THE LOMPOC UNIFIED SCHOOL DISTRICT and THE LOMPOC FEDERATION OF TEACHERS (AFT 3151)

### INTRODUCTION

The following memorandum of understanding reflects the full and complete agreement between the Lompoc Unified School District (hereafter "District") and the Lompoc Federation of Teachers (hereafter "Federation") regarding health benefit employee expense for the 2018-2019 school year.

### JOINT INTEREST

Both the District and the Federation have a joint interest of decreasing medical expenses for new and existing families working in the District.

### IMPLEMENTATION

- The LFT District Collective Bargaining Agreement amends article 11.2 to reflect that the District will offer the Blue Cross 80% PPO medical plan as the highest district sponsored individual medical plan rather than the Blue Cross PPO 100% plan.
- 2. The savings captured between fully funding the single coverage Blue Cross 100% PPO, to the Blue Cross 80% PPO will be applied to the Employee + One (1) coverage, and the Employee + Family coverage to decrease the plan cost to those employees. For 2018-19, the District will contribute: \$1,039.60 for the 2-party plan (Employee + 1) per month and \$1,355.20 for the family plan per month.
- 3. District employees who wish to have a 90% or 100% PPO medical plan can choose to buy-up to those plans.
- 4. The health plan contribution restructure does not result in any cost savings to the district.
- 5. The MOU is only for the 2018-2019 school year.

Tentatively agreed to on May 31, 2018

Scott Alvarez President, Lompoc Federation of Teachers

John Karbula

District Lead Negotiator

#### DRAFT #3 – MEMORANDUM OF UNDERSTANDING

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5/3/18

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### EXPERIENCE CREDIT

#### Between

The Lompoc Unified School District

And

### The Lompoc Federation of Teachers (AFT3151)

#### INTRODUCTION

The following memorandum of understanding (MOU) reflects the full and complete agreement between the Lompoc Unified School District ("LUSD") and the Lompoc Federation of Teachers ("LFT") regarding experience credit for teachers entering LUSD from another school district.

### JOINT INTEREST

LFT and LUSD share an interest in the capacity of the District to recruit certificated staff from outside LUSD for open teaching positions within the district. There is a particular interest on the part of both parties to target experienced certificated staff in hard to fill positions.

#### IMPLEMENTATION

For the 2018/2019, 2019/2020 & 2020/2021 school years the District will grant experience credit to certificated staff from another District of up to 15 years of total experience credit. CTE certificated staff would receive 1 year of credit for every 1 year of experience, also up to 15 total years of experience credit. Any unit member hired within the last 3 years prior to the 2018/2019 school year who had more than 6 years of experience credit at their time of hire will be appropriately placed based upon the terms of this MOU. These unit members shall not be given retro pay.

FOR THE FEDERATION By:

Date: 5/3/18

Scott Alvarez, LFT President

FOR THE DISTRICT By:

Date: 5/3/18

John Karbula, Assistant Superintendent, Business Services (Lead negotiator for the district)

#### 45 The Lompoc Unified School District

### and the Lompoc Federation of Teachers, AFT 3151

### Memorandum of Understanding

The Lompoc Unified School District ("District") and the Lompoc Federation of Teachers, AFT 3151 ("Federation") agree as follows:

Allan Hancock College has informed the District that, according to statute, each Concurrent Enrollment course must have class periods that total at least 50 minutes.

The District and Federation agree that there is an immediate need for the District to lengthen each 48-minute class period by 2 minutes for every course that is offered as Concurrent Enrollment with Allan Hancock during the 2017-2018 school year.

Notwithstanding any requirement or limitation in the parties Certificated Bargaining Unit Contract ("Contract") including Article 2 of the Contract, or the Educational Employment Relations Act, the parties agree that the District will compensate teachers for 2 additional minutes per Concurrent Enrollment class period during the 2017-2018 school year.

The parties also agree that the teachers of the Concurrent Enrollment courses must volunteer to teach the additional 2 minutes, according the following:

- 1. Teachers that do not agree to teach the additional 2 minutes will not be eligible to teach a Concurrent Enrollment course.
- 2. For the reasons stated in paragraphs 2 and 3, the additional class minutes associated with this MOU is only for the duration of the 2017-2018 school year, will not establish a custom or practice, and will not be precedential in any further contract between the District and the LFT.
- The contents of the MOU will be revisited before the start of the 2018-2019 school year to establish any future practices.
- 4. Each Concurrent Enrollment teacher will receive pro-rated compensation for the additional minutes based on the teacher's salary on the salary schedule.
- The additional minutes will begin on March 6th and will end on the last day of school, June 7th, 5.

Scott Alvarez, President Lompoc Federation of Teacher

John Karbula, PhD.

Assistant Superintendent, Business Services

**Trevor** McDonald Superintendent of Schools

Date

3/7/18 3/14/18

Date

Date

## ADDENDUM to INSTRUCTIONAL SERVICES AGREEMENT BETWEEN ALLAN HANCOCK COLLEGE JOINT COMMUNITY COLLEGE DISTRICT LOMPOC UNIFIED SCHOOL DISTRICT

This document amends the Instructional Services Agreement between Allan Hancock Joint Community College District, (hereinafter referred to as DISTRICT) and Lompoc Unified School District, (hereinafter referred to as SCHOOL) covering the period from July 1, 2015 through June 30, 2018.

Amendment:

SCHOOL confirms that:

Each approved course is held for a minimum of 50 minutes each class day. Instructors for these courses confirm course delivery of 50 minutes on each class day.

DISTRICT confirms that:

Any gap between 50 minutes and the actual class time of 2 minutes or less will be reimbursed by the DISTRICT at a rate of \$1.00 per minute for any concurrent enrollment class held less than 50 minutes. An additional 25% will be paid to cover ancillary payroll requirements. The formula example is:

\$1.00 per minute x 2 minutes x 712 class days (per LUSD academic calendar) = \$1,424 + \$356 (25%) = \$1,780.

This addendum to the agreement shall be binding upon the parties, their successors, assigns, and personal representatives.

### **AGREED TO BY:**

ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT

Date:

Michael R. Black Associate Superintendent/Vice President Finance and Administration

3-6-10 Date:

Melinda Nish, Ed.D. Interim Associate Superintendent Vice President, Academic Affairs

### LOMPOC UNIFIED SCHOOL DISTRICT

Date:

Trevor McDonald Superintendent

49

to to 3/8/18

**MEMORANDUM OF UNDERSTANDING (MOU)** 

between the Lompoc Unified School District (LUSD) and The Lompoc Federation of Teachers (LFT)

The Lompoc Unified School District ("District") and the Lompoc Federation of Teachers, AFT 3151 ("Federation") agree as follows:

The District and Federation agree that there is an immediate need for the District to retain a nurse to meet the needs of the District students during the 2017-2018 extended school year (ESY).

The Federation hereby waives the opportunity to further negotiate this decision or any resulting impacts and effects, and agrees to forego any arguable legal remedy regarding this position, subject to the following:

- 1. The District posted the ESY nurse position for June 14, 2018 through July 20, 2018. The assignment was posted as four (4) hours per day. The rate of pay was posted as \$35.05.
- 2. No applications were received for the ESY nurse.
- 3. Recommendation was made by Special Ed Department to allow a District nurse or nurses to fill the position at their regular rate(s) of pay.
- 4. The hiring of an ESY nurse at the regular hourly rate will not be precedential in the future.
- 5. The Federation will be held harmless by the District against any claim by any individual that may arise due to this agreement.

Agreed to this 8th day of March

Scott Alvarez, President Lompoc Federation of Teachers

Date

Trevor McDonald Superintendent of Schools

Date

Insterver

Margaret Christensen PhD Assistant Superintendent Human Resources

Date March 8, 2018

Board 11/14/17

## Memorandum of Understanding between Lompoc Unified School District and

Lompoc Federation of Teachers Signing and Retention Bonus for High Needs Positions For the 2017-2018 & 2018-19 School Year

### PREAMBLE

The District and the Federation continue to share a mutual interest in attracting and retaining quality certificated employees. The parties have determined that high needs positions continue to be particularly hard to fill. Therefore, in order to attract and retain employees to these positions, the District may offer a signing bonus as set forth below for the 2017-2018 & 2018-19 school years:

### I. APPLICABILITY:

- A. The following position is eligible for the signing bonus: Community Day School Teacher.
- B. For the 2017-2018 & 2018-19 school years, the District may offer a signing and retention bonus to a certificated teacher assigned to the Community Day School <u>who is not current or prior</u> <u>probationary or permanent certificated employee of the District. Exceptions may be made on a case-by-case basis, upon agreement with LFT:</u>

### II. BONUS PAYMENTS:

- A. Individuals offered the \$5,000 signing bonus will receive payments by the following schedule:
  - 1. The first installment of \$2,000 will be paid on the October payroll for those employees who remain employed by the District as a certificated employee in a high needs position.
  - 2. The second installment of \$2,000 will be paid on the May payroll for those employees who remain employed by the District as a certificated employee in a high needs position.
  - 3. The third installment of \$1,000 will be paid on the November payroll of year 2 only to those employees who remain employed by the District as a certificated employee in a high needs position.
  - 4. Individuals hired after October 31, 2017 will receive the first installment of \$2,000 on the May payroll; the second installment on the following November payroll; and the third installment on the following May payroll.
- B. If the employee should leave the employment of the District, either voluntarily or involuntarily, during the 2017-2018 & 2018-19 years, bonus payment(s) will immediately stop. If an individual who leaves the District has already received a bonus payment, he/she will not be required to repay the bonus payment.

Dated: October 19. 2017

For the Federation:

FT provid

For the District:

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Memorandum of Understanding between Lompoc Unified School District and Lompoc Federation of Teachers

Board 9/26/17

Signing and Retention Bonus for High Needs Positions For the 2017-2018 & 2018-19 School Year

### PREAMBLE

The District and the Federation continue to share a mutual interest in attracting and retaining quality certificated employees. The parties have determined that high needs positions continue to be particularly hard to fill. Therefore, in order to attract and retain employees to these positions, the District may offer a signing bonus as set forth below for the 2017-2018 & 2018-19 school years:

### I. APPLICABILITY:

- A. The following positions are eligible for the signing bonus: Mild/Mod teachers; Mod/Severe teachers; Resource Specialists; Speech Language Pathologists; School Psychologists; School Nurses; Behavioral Specialists; and Secondary Mathematics teachers.
- B. For the 2017-2018 & 2018-19 school years, the District may offer a signing and retention bonus to the following categories of personnel who are not current or prior probationary or permanent certificated employees of the District. Exceptions may be made on a case-by-case basis, upon agreement with LFT:
  - 1. Are employed to provide service requiring an Education Specialist Credential and
    - Possess such credential (including interns enrolled in university programs for the Education Specialist Credential; employees on short-term staff permits; provisional internship permits; Special Education Limited Assignment Permits; and Emergency Resource Permits) for Resource Specialist, Mild-Moderate and Moderate-Severe.
  - 2. Are employed to provide service requiring a credential for School Nurse, School Psychologist; and Speech Language Pathologists
    - a. Possess such credential (including interns enrolled in university programs for the School Nurse, School Psychologist; and Speech Language Pathologists; employees on short term staff permits; provisional internship permits; and variable term waivers specifically for Speech Language Pathologists) for School Nurse; School Psychologist; Behavioral Specialist; and Speech Language Pathologists.
  - 3. Are employed to provide service requiring a mathematics credential and
    - a. Possess such credential (including interns enrolled in university programs for a mathematics credential and employees on short-term staff permits; provisional internship permits; and variable term waiver) for secondary full time mathematics positions.

#### 11. **BONUS PAYMENTS:**

- A. Individuals offered the \$5,000 signing bonus will receive payments by the following schedule:
  - 1. The first installment of \$2,000 will be paid on the October payroll for those employees who remain employed by the District as a certificated employee in a high needs position.
  - 2. The second installment of \$2,000 will be paid on the May payroll for those employees who remain employed by the District as a certificated employee in a high needs position.
  - 3. The third installment of \$1,000 will be paid on the November payroll of year 2 only to those employees who remain employed by the District as a certificated employee in a high needs position.
- B. If the employee should leave the employment of the District, either voluntarily or involuntarily, during the 2017-2018 & 2018-19 years, bonus payment(s) will immediately stop. If an individual who leaves the District has already received a bonus payment, he/she will not be required to repay the bonus payment.

Dated:

For the Federation:

For the District:

#### MEMORANDUM OF UNDERSTANDING

#### between

#### The Lompoc Unified School District

and

#### The Lompoc Federation of Teachers (AFT3151)

### INTRODUCTION

The following memorandum of understanding reflects the full and complete agreement between the Lompoc Unified School District ("District") and the Lompoc Federation of Teachers ("Federation") regarding support for teachers during the summer conditioning and safety program. This is a two-year program at Cabrillo High School and Lompoc High School. The program is open to student athletes in all sports.

#### JOINT INTEREST

Each high school will create a summer conditioning and safety program to improve student fitness.

#### IMPLEMENTATION

To support the implementation of the summer conditioning and safety program, each high school will receive a \$5,000 annual stipend. No one individual shall be compensated more than \$2,500 of total allotment. The principal has the discretion to hire more than two people and divide the allocation accordingly.

Student attendance will be taken and turned in to the Athletic Director by August 30, annually.

**Tentative Agreement** 

Scott Alvarez President Lompoc Federation of Teachers

Date

Margaret Christensen Asst. Supt. Human Resources Lompoc Unified School District

2-9-2017

Date

Memorandum of Understanding between The Lompoc Unified School District and The Lompoc Federation of Teachers

### Background

- 1. The Lompoc Unified School District (District) and the Lompoc Federation of Teachers (Federation) have been involved in principled negotiations for an extended period.
- 2. The District and the Federation are committed to their ongoing involvement in principled negotiations.
- The District and the Federation recognize that ongoing professional learning pertaining to the tenets of principled negotiations are essential, due to numerous changes in the composition of our teams. Periodic professional learning will re-ground all participants in the fundamentals of principled negotiations.
- 4. The District and the Federation also recognize that the maintenance of positive relationships and expressions of high regard for one another are fundamental to the ongoing success of principled negotiations. Furthermore, the District and the Federation recognize that in order to maintain the positive relationships, it is vital to engage periodically in deliberate and facilitated conversations regarding the state of our relationships.
- 5. The District and Federation recognize that the impact of their relationship extends to the California State Employees Association (Association).

#### Therefore:

- 1. The District and the Federation agree to the following:
  - a. A professional learning session pertaining to the tenets of principled negotiations.
  - b. A facilitated session designed to re-examine and re-energize our relationships with one another.
  - c. Participants in the sessions will include and be limited to members of the officially designated negotiations teams.
  - d. The District will identify the facilitator and dates for the session(s).
  - e. The District will bear the costs for the facilitator/session materials and will obtain board approval for the costs, in the event the costs exceed \$5,000.
  - f. The leaders of the District and Federation negotiating teams will develop the agenda for the sessions.
  - g. The District will provide release time for employees to participate in the professional learning and facilitated session, not to exceed two (2) days at a time and place to be determined by the District.
  - h. The District and the Federation agree to share the responsibilities for providing lunch for the two-day session(s).
  - i. The District and Federation agree to hold these sessions prior to the end of December 2017.

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### DRAFT #2 MEMORANDUM OF UNDERSTANDING

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### between

### The Lompoc Unified School District

and

### The Lompoc Federation of Teachers (AFT3151)

### INTRODUCTION

The following memorandum of understanding reflects the full and complete agreement between the Lompoc Unified School District ("District") and the Lompoc Federation of Teachers ("Federation") regarding support for teachers in grades Kindergarten through 3.

### JOINT INTEREST

Each elementary school Building Leadership Team in the District will create a professional learning plan for staff to improve literacy achievement for students in grades Kindergarten through 3<sup>rd</sup> grade. This professional learning plan will focus on improving student literacy skills in specific areas of need as determined by the results of summative and formative student assessments at State, District, and site levels.

To support the implementation of the professional learning plan and to provide direct instruction to students, a K-3 Literacy Specialist (Literacy Specialist) will be assigned to each site. The job description for this certificated position will be approved by the school board. A draft of the job description is attached to this MOU.

### **IMPLEMENTATION**

- 1. During the 2017-2018 school year an implementation plan will be developed. The district agrees to appoint a committee composed of District members and a member of the Federation's negotiation team.
- 2. This position will take effect on July 1, 2018 and will remain in effect until June 30, 2020.
- The District will hire a 1.0 FTE Literacy Specialist at each elementary site to fulfill the joint interests of this MOU.
- 4. Each Building Leadership Team will develop SMART (Specific, Measurable, Achievable, Relevant, and Time-Based) literacy goals for each grade level, K-3. These goals will form the basis for improving student academic achievement through the use of research-based instructional strategies at each grade level.
  - a. The Building Leadership Team will write and submit their literacy achievement plan to the Assistant Superintendent of Education Service with copies provided to the Superintendent and Assistant Superintendent of Human Resources for comment and review, as appropriate.
  - b. This literacy achievement plan will include a SMART goal for improving literacy achievement at grade level, K-3.
  - c. This literacy achievement plan will also include SMART goals for improving literacy instruction through appropriate professional learning for each grade level, K-3.
  - d. The Literacy Specialist will be a member of the Building Leadership Team.
  - e. A tentative calendar and weekly schedule for the literacy specialist will also be included with the plan.
  - f. Each Literacy Specialist will be provided with at least 150 minutes of preparation time per week.
  - g. The Literacy Specialist may only be used to support literacy instruction.

- h. The Literacy Specialist is expected to model literacy strategies at each grade level and across various content areas. These strategies will be practiced by the grade level teacher across the grade levels. Student assessment data will be collected, shared and analyzed during collaboration time. The Literacy Specialist will share the results with the Building Leadership Team.
- i. The Literacy Specialist will have the same duties and responsibilities as all other K-3 teachers (e.g., attending back to school nights, attending parent conferences, participating in collaboration, attending open houses, etc.).
- j. Literacy Specialists will meet a minimum of one time per month to collaborate and plan. This meeting will be held outside of the Wednesday collaboration time. These meetings may be facilitated by a district office administrator.
- k. The Literacy Specialist, in collaboration with the principal and the Building Leadership Team, will collect student achievement data by grade level and provide it to the District no later than the end of May 2019.
- 5. This data, along with an analysis of progress and recommendations for next steps will be reviewed by the District and the Federation leadership during the all of 2018. These leadership teams will use this analysis to assess the efficacy of the Literacy Specialist position and determine the need for any potential changes.

Attachments: Draft Job Description

FOR THE FEDERATION	:				
By: Name: Title: LFt	Presin	Date: _	2-9-2	2017	
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### Memorandum of Understanding

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The District and the Federation believe that creating a strong team of teacher leaders through the establishment of Building Leadership Teams (BLT) in LUSD has multiple benefits:

- 1. Increased student achievement and growth through development of a shared leadership structure at the building level.
- 2. Broader use of effective teacher strategies through increased teacher collaboration.
- 3. Stronger and more positive school and building culture through the development and retention of highly effective teachers.

Both the District and the Federation also believe that teachers should be compensated for the time they devote to advancing student achievement outcomes through active participation in the Building Leadership Team.

LUSD is committed to:

- Advancing the implementation of the Professional Learning Community Model through the establishment of Building Leadership Teams.
- Improving student outcomes to close the achievement gap for all sub-groups.
- Providing an excellent education through a guaranteed and viable curriculum.

## LUSD AND FEDERATION Belief Statements.

- All students have the right to a high quality education.
- All students can achieve at high levels.
- All teachers can achieve at high levels.
- Learning is a lifelong process.
- Instructional decisions should be based on students' individual needs, determined through analysis of multiple work samples and available formative and summative data sources.
- LUSD Teacher Leaders Have Capacity to -
  - Persevere in the face of obstacles and have the capacity and desire to solve difficult, complex problems.
  - > Hold self and others accountable for student learning and adult learning.
  - > Influence others to achieve results while building relationships through mutual respect.
  - Support all teachers in using effective instructional strategies to meet students' diverse learning needs.
  - Leverage deep knowledge of curriculum, instruction, and assessment to improve student learning.
  - > Display honesty, trustworthiness, reliability, integrity, and sincerity in all interactions.
  - Foster a culture of excellence through personal leadership, collaboration, and a commitment to ongoing learning.

Therefore, the District and Federation agree to the establishment of Building Leadership Teams (BLT) for the 2017-2018 and 2018-2019 school year within the following parameters:

- 1. **Role Summary.** The purpose of the BLT is to collaborate, lead, and facilitate the implementation of district/building goals in order to improve outcomes for all students.
- 2. Leadership. The principal will lead the BLT.
- 3. Stipends.

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- a. Each BLT member will receive a stipend of \$1500 per school year plus a flat rate of \$250 per day for two (2) days to participate in District and/or building data retreats.
- b. There will be no split stipends.

### 4. BLT Composition.

- a. Elementary Schools: 1 per grade level for the following: TK/K, 1, 2, 3, 4, 5, 6, special education, plus the principal.
- b. Secondary Schools: 1 per core department (English, Math, Science, Social Studies, special education, Counseling, plus two (2) at large members and the principal.
- c. Continuation High School/CDS: 4 members plus the principal.

### 5. Meeting expectations.

- a. Annually, each BLT will participate in two days of data retreats outside of the regular school year for the purpose of establishing school-wide SMART goals for improved student achievement, based on District goals.
  - i. The first data retreat day will occur in June 2018 as determined by each BLT.
  - ii. The second data retreat may occur in June 2018 or after July 1, 2018 as determined by each BLT.
- b. Beginning with school year 2018, each BLT will meet ninety minutes (90) per week for the first four months of the school year and twice a month thereafter with additional meetings as determined by the BLT. The BLT's primary mission is to develop and monitor the implementation of a professional learning plan that is tied directly to the SMART goals established by the BLT.
- 6. **Professional Learning Community Context.** The BLT operates in the context of the school as a professional learning community as shown below:



- 7. Desired Characteristics of a BLT member. BLT members should demonstrate the qualities as listed in the Belief Statement section of this Memorandum of Understanding.
- 8. Selection Criteria.
  - a. Educators who wish to serve on the BLT will self-nominate via email to the principal and should include a statement regarding their commitment to the beliefs and parameters as established in this document.
  - b. In the event there are insufficient self-nominations, the principal will select the team member.
  - c. The principal retains the responsibility to make the final determination.
- 9. Length of Service.
  - a. Generally, the incumbent serves in the role during one complete academic year.
  - b. Roles reopen annually with successful incumbents encouraged to self-nominate again.
  - c. After 3-5 years in a role, a rotation of incumbents may occur to afford leadership opportunities to other members of the staff.
- 10. Assessment of Progress. The District and the Federation leadership will meet starting in January and June 2018 to discuss the progress of BLT implementation.
  - a. The principal will use a research-based tool provided by the District to collect observational data regarding the implementation of the building professional learning plan by the collaborative learning teams. This data will be used to assess progress, not to evaluate.
  - b. The information will be analyzed by the BLT and shared with the faculty, using the research-based protocol provided by the District.
  - c. The BLT will support collaborative learning teams as they work to implement the building professional learning plan.

Tentatively agreed LFtprenh

For the Federation

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