

**LOMPOC UNIFIED  
SCHOOL DISTRICT  
and  
LOMPOC FEDERATION  
OF TEACHERS**



**CERTIFICATED BARGAINING UNIT CONTRACT**

**2020-2023<sup>(1)</sup>**

**Year 1 of 3-year Contract**

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1     ARTICLE I - AGREEMENT

2     1.1     This Agreement is made and entered into this 26<sup>th</sup> day of May, 2020 between the Lompoc  
3             Federation of Teachers, Local 3151, CFT/AFT, (hereinafter referred to as "Federation"), and  
4             the Lompoc Unified School District, (hereinafter referred to as "District"), pursuant to the  
5             Educational Employment Relations Act (hereinafter referred to as "EERA") commencing at  
6             Government Code, Section 3540.

7     1.2     This Agreement shall remain in full force and effect from the date ratified by the Federation  
8             and the District up to and including June 30, 2023. Both the District and the Federation shall  
9             submit in writing their initial proposals to the other party for negotiation of a new three-year  
10            agreement by December 31, 2022.

11    1.3     For the period covering the 2021-2022 school year, there shall be reopener negotiations  
12             on Article XI – Compensation and Benefits and two additional Articles of each party's choice.  
13             Both the District and the Federation shall submit in writing their initial proposals to one another  
14             for negotiations by December 31, 2020.

15    1.4     For the period covering the 2022-2023 school year, there shall be reopener negotiations  
16             on Article XI – Compensation and Benefits and two additional Articles of each party's choice.  
17             Both the District and the Federation shall submit in writing their initial proposals to one another  
18             for negotiations by December 31, 2021.

19    1.5     For the period covering the 2023-2024 school year, both the District and the Federation  
20             shall submit in writing their initial proposals to the other party for negotiations of a new three-year  
21             agreement by December 31, 2022.

22 ARTICLE II - RECOGNITION

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

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

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

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



40 ARTICLE III - FEDERATION RIGHTS

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

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

46 A. An authorized Federation representative submits the appropriate Civic Center  
47 Act form to the Business Division which stipulates the specific time, place and  
48 type of activity to be conducted, and

49 B. The District can verify that such requested activities and use of facilities will not  
50 interfere with the school program and/or duties of unit members.

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

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

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

63 A. All postings for bulletin boards or items for school mail boxes must contain the  
64 date of the posting or distribution and the identification of the organization, and  
65 be signed by the Federation president,

66 B. All authorized Federation material will be of a professional nature, and comply  
67 with current LUSD Board policies, and

68 ARTICLE III - FEDERATION RIGHTS, (continued)

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

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

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

76 3.1.7 Representative(s) of the Federation shall be provided time, if needed, for the purpose of  
77 providing announcements following the conclusion of each regularly scheduled staff meeting.

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

81 3.2.1 For the subsection only, a "day" is defined as one calendar day.

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

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

89 The District is responsible for constructing the agendas for all new employee  
90 orientations.

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

95 ARTICLE III - FEDERATION RIGHTS, (continued)

96 3.2.4 The District shall provide by the first day of school the same information as in 3.2.3 for  
97 all employees, and then every 120 days after the first day of school or as requested.

97 3.3 The Federation has the right, upon request, to consult on the definition of educational objectives,  
98 determination of content of courses and curriculum and the selection of textbooks  
99 as defined in GOVERNMENT CODE, Section 3543.2.

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

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

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

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

117     3.8     MAINTENANCE OF MEMBERSHIP

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

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

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

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

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

#### ARTICLE IV - MANAGEMENT RIGHTS

140 4.1 The District shall retain all rights, authorities, and duties conferred upon and vested in it by the  
141 Laws and Constitutions of the United States and the State of California. Such rights,  
142 authorities, and duties include the right to determine and administer policy and may be limited  
143 only by the terms of this contract.

144 4.2 The District reserves the exclusive right and responsibility to direct, manage and control to the  
145 full extent authorized by law or as agreed upon by the terms of this contract; e.g., determine its  
146 organization; direct work of its unit members; determine the times and hours of operation;  
147 determine the kinds and levels of services to be provided, and the methods and means of  
148 providing them; establish its educational policies, goals and objectives; insure the rights and  
149 educational opportunities of students; determine staffing patterns; determine the number and  
150 kinds of personnel required; maintain the efficiency of District operations; determine the  
151 curriculum; build, move or modify facilities; establish budget procedures and determine  
152 budgetary allocation; determine the methods of raising revenue; contract out work; and take  
153 action on any matter in the event of an emergency in accordance with law. In addition, the  
154 District retains the right to hire, classify, assign, evaluate, reward, promote, terminate, take  
155 appropriate action against or in support of unit members and any other specific responsibilities  
156 enumerated to the full extent authorized by law.

157 4.3 In the event of an emergency, the District shall have the right to take immediate action as may  
158 be necessary to protect the health, welfare and/or safety of its pupils and/or employees of the  
159 District. An emergency is defined as an unforeseen occurrence or occasion.

160 4.4 The determination of whether or not an emergency exists is solely within the discretion of the  
161 Board and is expressly excluded from the provisions of Article V - Grievance Procedures.

162 ARTICLE V - GRIEVANCE PROCEDURE

163 5.1 DEFINITIONS

164 5.1.1 A "grievance" is a formal written allegation concerning a violation of this agreement by  
165 an individual unit member, group of unit members, or the Federation, who has been  
166 adversely affected by a violation, misapplication or misinterpretation of a specific  
167 provision of this Agreement. Actions to challenge or change the policies of the District  
168 as set forth in the rules and regulations or administrative regulations and procedures,  
169 not addressed by this Agreement, must be undertaken under separate legal processes.

170 5.1.2 A "day" is a day in which the Central Administration Office of the District is open for  
171 business.

172 5.1.3 The "immediate supervisor" is the lowest level building administrator having immediate  
173 jurisdiction over the grievant who has been designated by the District to adjust  
174 grievances.

175 5.1.4 The "appropriate administrator" is the Assistant Superintendent, Human Resources and  
176 /or the administrator who has jurisdiction over the area where the grievance originated.

177 5.1.5 The "grievant" is an individual unit member, group of unit members, or the Federation.

178 5.2 PROCEDURES

179 5.2.1 A unit member or group of unit members may at any time present grievances to the  
180 District and have such grievances adjusted without the intervention of the Federation,  
181 provided that the District shall not agree to a final resolution of the grievance until the  
182 Federation has received a copy of the grievance and the proposed resolution and has  
183 been given the opportunity to file a response. Said response shall be filed by the  
184 Federation within twenty (20) days following receipt.

185 5.2.2 The filing or pendency of any grievance shall in no way operate to impede, delay or  
186 interfere with the right of the District to take action.

ARTICLE V - GRIEVANCE PROCEDURE (continued)

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

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

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

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

- A. The Federation shall notify the District of the names of two (2) designated representatives within thirty (30) days of the first contracted day of each school year. The Federation shall inform the District in a timely manner of any changes that may occur during the school year.
- B. Twenty-four (24) hours prior to release from duties for grievance processing, as enumerated in Section 5.2.6.C (below), the designated representative shall inform the site administrator in order that an adequate substitute may be obtained, if necessary.

212 ARTICLE V - GRIEVANCE PROCEDURE (continued)

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

217 5.2.7 The Assistant Superintendent, Human Resources shall monitor and facilitate the  
218 processing of grievances. A grievance shall be submitted on the appropriate form  
219 provided by the District.

220 5.2.8 A grievant's failure at any step of this procedure to appeal a grievance to the next level  
221 within the specified time limit, shall be deemed a termination of the grievance.

222 5.2.9 Grievances can only be initiated or appealed by the grievant.

223 5.2.10 A grievance not initiated within twenty (20) days after the occurrence of the act,  
224 condition or omission on which the grievance is based, shall be considered as waived.  
225 Except where there are fewer than twenty (20) days remaining on the teacher  
226 professional calendar after the occurrence of the act, condition or omission on which the  
227 grievance is based, it is understood by all parties that the balance of these remaining  
228 days move to the beginning of the next immediate professional calendar date.

229 5.2.11 Group Grievance - If the grievance involves more than one unit member, and involves  
230 substantially the same claims, facts and times, the grievances may be submitted as a  
231 group grievance. The Federation must clearly identify the individuals in the group or  
232 groups for whom a group grievance is being filed, in order to facilitate a reasonable  
233 response to the issues of said group. The District may administer such grievance as a  
234 group grievance.

235 5.2.12 Time limits may be extended at any level by Agreement between the Superintendent or  
236 designee and the Federation.

237 5.2.13 If the Federation is representing the grievant, the decision at each level will also be  
238 communicated in writing to the Federation within the time limit.



239 ARTICLE V - GRIEVANCE PROCEDURE (continued)

240 5.2.14 All documents pertaining to a grievance shall be maintained in a file separate from the  
241 bargaining unit member's personnel file. The grievant and the Federation representative  
242 may inspect the material contained in this file during regular business hours, in the  
243 presence of a Human Resource representative. The grievant or the Federation shall  
244 give the District a twenty-four hour (24) notice of intent to view the files.

245 5.2.15 No reprisals of any kind shall be taken by the District against a grievant or person who  
249 assisted the grievant by reason of a person being a grievant or person who assisted the  
250 grievant.

251 5.3 INFORMAL LEVEL

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

254 5.4 FORMAL LEVEL

255 5.4.1 LEVEL I

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

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

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

270 ARTICLE V - GRIEVANCE PROCEDURE (continued)

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

273 5.4.2 LEVEL II

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

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

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

282 5.4.3 LEVEL III

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

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

297 ARTICLE V - GRIEVANCE PROCEDURE (continued)

298 grievant to be accompanied by any such representatives. The notice shall designate  
299 who such representative shall be. Such notice may be waived by express advance  
300 mutual agreement.

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

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

306 5.4.4 LEVEL IV

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

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

323 As soon as possible, after the conclusion of the hearing, the hearing officer shall render  
324 an advisory written decision to all parties. The hearing officer shall be empowered to

325 ARTICLE V - GRIEVANCE PROCEDURE (continued)

326 recommend any award reimbursement for financial loss of wages and or fringe benefits  
327 and/or non-financial remedies as judged to be proper. The hearing officers'  
328 recommendation shall be discussed at the next regularly scheduled Board meeting after  
329 the receipt of the hearing officer's decision, as long as, there are at least three (3) days  
330 before the next regularly scheduled Board meeting. The final decision rests with the  
331 Board of Education. The Board has the authority to accept, modify or reject the  
332 decision. The Board shall communicate its decision in writing, to the grievant and  
333 Federation within ten (10) days of the Board meeting.

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

## ARTICLE VI – TRANSFERS

336 6.1 A transfer shall be defined as an assignment of a unit member to another school plant within  
337 the same position classification.

338 6.1.1 If a certificated employee receives an unsatisfactory evaluation, the unit member may  
339 not be voluntarily, or involuntarily, transferred to another site or school without the  
340 written approval of the Superintendent or designee.

### 341 6.2 VOLUNTARY TRANSFER

342 6.2.1 The Human Resources Department shall compile a list of actual openings for the  
343 following school year no later than the 8<sup>th</sup> working day in May. Openings will be posted  
344 at each school site and an e-mail will be sent to each bargaining unit member's district  
345 e-mail account. Any openings that occur after the initial posting will be sent to each  
346 bargaining unit member's district e-mail account as soon as the openings occur.  
347 Openings that occur after July 15 will not be posted for voluntary transfers to help  
348 facilitate last minute staffing for the coming new school year.

349 6.2.1.1 Unit members who are eligible may apply for the various openings on this list up to  
350 and including the 3<sup>rd</sup> working day following each posting, provided they qualify for the posted  
351 position. This would be applicable when unit members are applying to transfer from a like to  
352 like position, such as a K-3 Literacy Specialist to K-3 Literacy Specialist, Math Coach to Math  
353 Coach, Classroom Teacher to Classroom Teacher. When in the judgment of the District all  
354 factors are best for school site, unit members will be placed in vacant positions before newly  
hired employees.

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

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

ARTICLE VI – TRANSFERS (continued)

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

- A. Qualifications and proper credentials.
- B. Competence.
- C. Balancing of staff with respect to experience, special skills and talents.
- D. Educational and subject needs.
- E. Legal requirements of the District.
- F. Length of successful service in the District.
- G. Adjustment to meet teacher/pupil ratios.

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

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

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

6.3 INVOLUNTARY TRANSFER

6.3.1 Involuntary transfers shall not be punitive in nature and shall be based on the legitimate, educationally related needs of the District. The District shall seek volunteers from the school where the reduction needs to occur before involuntarily transferring the least senior member of the staff. If a vacancy occurs up to five (5) days before the beginning of the school year at the site from which the teacher was transferred, the transferred teacher may return to the school of origin. The Federation will be contacted before any involuntary transfers are made. District seniority will be the primary consideration. However, required credentials for the school of origin and the receiving school may take precedence. Exceptions can be made under special circumstances when agreed to by the District and the Federation. No one teacher shall be involuntarily

386 ARTICLE VI – TRANSFERS (continued)

387 transferred more than three times without mutual consent of the District and the Federation

388 6.3.2 Exceptions can be made under special circumstances when agreed to by the District  
389 and the Federation.

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

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

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

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

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

415 ARTICLE VI – TRANSFERS (continued)

416 conflict resolution procedure by him/herself or, at his/her option, by a representative selected by  
417 the Federation.

418 6.5 REASSIGNMENT WITHIN A SCHOOL

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

422 6.6 ADJUSTMENTS TO WORK PLACES OF ITINERANT CERTIFICATED EMPLOYEES

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

428 ARTICLE VII – LEAVE PROVISIONS

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

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



443 ARTICLE VII – LEAVE PROVISIONS (continued)

444 7.2 PERSONAL ILLNESS AND INJURY LEAVE

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

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

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

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

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

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

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

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

471 ARTICLE VII - LEAVE PROVISIONS (continued)

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

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

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

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

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

499 ARTICLE VII - LEAVE PROVISIONS (continued)

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

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

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

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

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

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

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

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

526 ARTICLE VII - LEAVE PROVISIONS (continued)

527 7.3 PREGNANCY DISABILITY LEAVE

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

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

538 7.4 CHILD REARING LEAVE

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

544 7.5 INDUSTRIAL ACCIDENT AND ILLNESS

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

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

554 ARTICLE VII – LEAVE PROVISIONS (continued)

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

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

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

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

581 ARTICLE VII – LEAVE PROVISIONS (continued)

582 7.5.5 Upon complying with District medical release requirements and receiving District  
583 authorization to return to work, a unit member on Industrial Accident or Illness Leave  
584 shall be reinstated in a similar position without loss of status or benefits, provided the  
585 employee is able to perform the duties of said similar position.

586 7.6 PERSONAL NECESSITY LEAVE

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

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

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

603 7.6.1 Unit members are required to notify the District of Personal Necessity Leave no later  
604 than two (2) hours before reporting time on the day of the absence. A unit member  
605 desiring to cancel a reported absence shall notify the District as soon as possible, but  
606 not later than two (2) hours before reporting time on the day of return. The District may  
607 waive this requirement in case of an emergency.

609 ARTICLE VII – LEAVE PROVISIONS (continued)

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

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

621 7.7 BEREAVEMENT LEAVE

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

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

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

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

637 ARTICLE VII – LEAVE PROVISIONS (continued)

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

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

645 7.8 JURY DUTY

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

656 7.9 SABBATICAL LEAVE

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

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

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



665 ARTICLE VII – LEAVE PROVISIONS (continued)

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

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

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

693 ARTICLE VII – LEAVE PROVISIONS (continued)

694 7.9.2 Eligibility

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

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

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

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

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

711 7.9.3 Length of Leave

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

715 7.9.4 Application Procedure

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

720 ARTICLE VII – LEAVE PROVISIONS (continued)

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

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

726 7.9.5 Compensation

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

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

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

748 ARTICLE VII – LEAVE PROVISIONS (continued)

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

752 7.9.6 Return from Leave

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

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

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

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

776 ARTICLE VII – LEAVE PROVISIONS (continued)

777 7.9.7 Failure to Return or Observe the Sabbatical Leave Plan

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

782 7.10 MILITARY LEAVE

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

785 7.11 OTHER LEAVES WITHOUT PAY

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

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

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

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

801 7.15 DONATED SICK LEAVE FOR CATASTROPHIC ILLNESS AND ACCIDENTS

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

805 ARTICLE VII – LEAVE PROVISIONS (continued)

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

831 ARTICLE VIII - EMPLOYEE SAFETY CONDITIONS

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

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

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

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

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

845 8.2.1 In any reported assault case the District shall:

- 846 A. Inform the teacher of his/her rights under the law in connection with assault, and  
847 B. Pursue appropriate assistance in accordance with applicable law for any assault  
848 upon the teacher while acting in the discharge of his/her duties.

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

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

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

859 ARTICLE IX - HOURS

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

869 9.2 Unit members shall serve as assigned by the District and perform such tasks during the work day  
870 that will ensure the effective operation of the school. Assignment of student supervision during  
871 the work day shall be scheduled collaboratively between the Leadership Team at the elementary  
872 level, or the Department Chair(s) and Administrator(s) at the secondary level. Duty assignments  
873 shall be assigned equitably among all members unless program requirements prohibit such  
874 compliance.

875 9.2.1 Bargaining unit members will be provided access to their classrooms or workstations  
876 fourteen (14) days prior to their report date.

877 9.3 WORK DAYS

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

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

884 Unit members must be present on the work site while students are in attendance a  
885 minimum of ten (10) minutes after the last bell to ensure the safety and orderly dismissal  
886 of students, and when involved in other professional responsibilities which include but are



887 ARTICLE IX - HOURS (continued)

888 not limited to: established preparation periods; meetings with other staff members,  
889 students, or parents which require the unit member's attendance; assigned  
890 supervision activities, professional learning days, Back-to-School and Open House  
891 activities; faculty  
892 meetings and department meetings; and for assigned co-curricular and extra-curricular  
893 activities.

894 9.3.3 The professional responsibilities for an Independent Study teacher shall include the  
895 activities enumerated in 9.3. The professional workday for Independent Study Teachers  
896 shall be the same as that which is enumerated in 9.3.1 and 9.3.2. In the case of Mission Valley,  
897 the work site will be considered La Honda STEAM Academy.

898 9.3.4 Site administrators may require unit members to attend two mandatory staff meetings per  
899 month, one lasting no longer than 60 minutes and one lasting no longer than 40 minutes.  
900 If an employee needs to be absent from a mandatory staff meeting, the employee needs  
901 to inform their principal of the reason prior to the meeting or, in case of emergency, within  
902 24 hours after the meeting. Employees who are absent from any meeting are responsible  
903 for the information shared at the missed meeting. A draft of meeting agendas for staff  
904 meetings, common minimum days, and professional learning communities will be sent  
905 to unit members at least 24 hours prior to the meeting (excluding weekends, holidays, and  
906 non-work days).

907 9.3.5 Unit members may be assigned leadership and supervision responsibilities for student  
908 organizations and activities. Mutual consent shall be required for assignment to the  
909 supervision of dances, rooter buses, and athletic events.

910 9.3.6 Supervision, proctoring and extracurricular assignments shall be made on an equitable basis.

**ARTICLE IX - HOURS** (continued)

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

- Employee name
- Start / End Date / duration
- Site
- Signature of all parties

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

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

		2020-21	
A.	Activity Directors	195	
B.	Agriculture Teachers	210	
C.	Aquarium Director	210	
D.	Athletic Directors	200	
E.	Athletic Trainer	195	
F.	Behaviorists	206	
G.	Counselors	195	
H.	District Lead Nurse	210	
I.	Educational Technology and Media Specialist	195	
J.	Instructional Coaches	185	
K.	Nurses	195	
L.	Part Time Support Teacher	180	
M.	Psychologists	206	
N.	Speech Therapists	195	
O.	Program Specialist	195	
P.	Teachers (Regular Classroom)	185	
Q.	Teachers (Special Education)	188	These three additional days shall be non-pupil days that fall within the beginning and the end date of the 185-certificated teacher work year.
R.	Teachers (New to District)	185 +2	Will serve two additional days prior to the regular teacher contract to participate in New Teacher Orientation. Those attending will receive substitute pay for those extra days.
S.	Teacher Support Providers	190	

921 ARTICLE IX- HOURS (continued)

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

925 9.4 PROFESSIONAL LEARNING DAYS

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

928 9.5 OPTIONAL CLASSROOM PREPARATION HOURS

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

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

940 9.5.3 Scheduling Secondary Resource and Learning Handicapped Students

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

ARTICLE IX - HOURS (continued)

9.6 CLASSROOM SUBSTITUTE COVERAGE

Compensation/equivalent time shall be paid if the absence is reported through the substitute management system or approved by administration.

9.6.1 SECONDARY SUBSTITUTE COVERAGE

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<sup>th</sup> of the substitute daily rate for each period of substitution and/or absorption, not to exceed 15/7<sup>th</sup>. 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.

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

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

CLASS SUBSTITUTE COVERAGE, Grades 4 - 6

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

ARTICLE IX - HOURS (continued)

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

9.7 DUTY-FREE LUNCH

All unit members shall have a continuous thirty (30) minute, duty-free lunch period exclusive of time passing to and from their classes and exclusive of any required meetings.

A duty-free lunch shall be defined as thirty (30) minute rest period, free from all duties and responsibilities connected with the instruction and supervision of students in any way. During this time, unit members may leave the school site.

9.8 TEACHING TIME

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

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

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

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

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

ARTICLE IX - HOURS (continued)

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

9.9 SECONDARY TEACHERS WORKING BEYOND CONTACT MINUTES

A unit member assigned an additional instructional period, in place of a preparation period, shall be paid an additional 1/6 (16.2%) of their salary (minus student-free days) for the duration of the additional assignment. The unit member shall be available as necessary for all classroom responsibilities, which includes but is not limited to parent/student conferences, IEPs, meetings with supervisors, staff meetings, etc.

9.9.1 TRADITIONAL SECTIONS (7/7ths)

A unit member may accept a 7<sup>th</sup> instructional period, for which the unit member is instructing assigned students on a daily basis as the teacher of record, provided that the unit member is qualified.

9.9.2 NON-TRADITIONAL SECTIONS (7/7ths)

In those instances in which the site administration team intends to create a non-traditional section as a 7/7<sup>th</sup>, in order to serve the needs of a group of students, the general responsibilities for this non-traditional section shall be developed by the site administration in consultation with the Federation to ensure that the level of responsibility and overall accountability shall be the equivalent of a traditional section. The final decision rests with the Principal.

9.10 MINIMUM DAYS

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

9.11 MINIMUM DAYS FOR CONFERENCES

Ten (10) minimum days will be scheduled for parent/teacher conferences at grades TK-6.

During Fall conferences, teachers are required to schedule a meeting with all parents.

During Spring conferences teachers in grades TK-3 are required to schedule a meeting with all parents. Teachers in grades 4, 5, and 6 are required to have contact with all parents. The contact may be by telephone, written letter, e-mail and/or by conference.

ARTICLE IX - HOURS (continued)

9.12 PREPARATION/CONFERENCE PERIODS

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

9.13 PUPIL-FREE DAYS

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

9.14 PART TIME UNIT MEMBERS

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

1011 ARTICLE IX - HOURS (continued)

1012 9.15 RAINY DAYS

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

1017 9.16 DEPARTMENT CHAIR RELEASE TIME

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

1021 9.17 INSTRUCTIONAL MINUTES

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

1024 A. with the approval of a sixty-seven percent (67%) majority of those who vote provided  
1025 there is at least sixty percent (60%) of total staff voting.

1026 B. voting will take place by secret ballot.

1027 C. the plan, including the purpose of the scheduled activities, is developed collaboratively  
1028 with staff and administration.

1029 D. any classroom teacher can request a re-vote to be effective for the following school year.  
1030 However, only one (1) re-vote can take place during any school year and must take place  
1031 between March 1 and May 1 of the current school year.

1032 E. for schools that bank minutes for collaboration time, collaboration time shall not exceed  
1033 the total number of banked minutes.

1034 F. changes to instructional minutes must be approved by the District and the Federation.

1035 9.18 BANKED COLLABORATION TIME

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



ARTICLE IX - HOURS (continued)

- 1040           (1)     Collaboration time shall focus primarily on student academic achievement and shall  
1041                     follow the Professional Learning Community (PLC) Model.
- 1042           (2)     Each building leadership team shall work in collaboration together with the principal and  
1043                     their respective colleagues to develop specifics concerning PLC protocols, expectations  
1044                     and agendas for collaboration time.
- 1045           (3)     Examples of PLC activities that would focus on student academic achievement could  
1046                     include (but are not limited to):
- 1047                     Creating common unit and/or daily lesson plans; common formative/  
1048                     summative assessments and pacing guides tied to Common Core Standards;  
1049                     systems to track individual student progress, interventions, acceleration, and to  
1050                     support English Language Learners.
- 1051                     Examining student work and standardized test scores to monitor student  
1052                     progress.
- 1053                     Collaborative sharing of proven best practices and discussion of effective  
1054                     classroom management strategies, and grade level/department items.
- 1055           (4)     Sites will have the flexibility to determine by a vote of the certificated staff whether staff  
1056                     meetings can be held within the defined collaboration time, by a 67% majority vote.

1057    9.19   SITE-INITIATED MODIFICATION OF WORKING CONDITIONS

1058           Schools may, with a fifty-one percent (51%) majority of those voting, elect to modify working

ARTICLE IX - HOURS (continued)

1059 conditions excluding duty assignments, safety issues, and any issues beyond the site's control.

1060 9.20 CHECK OUT PROCEDURES

1061 Employees shall submit final assessment results, such as report cards and curriculum

1062 assessments, not later than the last day of school.

1063 9.20.1 In recognition for additional duties performed throughout the school year, on the last

1064 working day of the school year, the site administrator may allow unit members to leave

1065 when all professional duties are complete.

ARTICLE IX - HOURS (continued)

1067 9.21 SUBSTITUTE LESSON PLANS

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

1072 9.22 INDIVIDUALIZED EDUCATION PLANS (IEPs) RELEASE TIME

1073 Two days per month, per site, will be dedicated to IEPs during the months of  
1074 September through May using release time. Exceptions to this provision will be  
1075 determined by mutual agreement between the Federation and the District.

1076 ARTICLE X - CLASS SIZE

1077 10.1 The following class size ranges per classroom will be used to determine staffing.

1078 10.1.1 Elementary

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

1079 After the 10<sup>th</sup> day of school, elementary teachers shall be compensated as outlined below each  
1080 semester per number of students over the grade level class size range for a minimum of 10  
1077 days per semester:

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

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

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

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

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

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

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

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

ARTICLE X - CLASS SIZE, (continued)

10.1.2 Secondary

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

10.1.3 Independent Study

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

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

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

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

10.1.4 Elementary Combination Classes

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

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

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

ARTICLE X - CLASS SIZE, (continued)

10.2 SPECIAL EDUCATION TEACHER – RESOURCE (RSP) CASELOAD

The District shall attempt to staff below the agreed upon caseload in order to allow for growth.

The caseload of the Resource Teacher (Special Education RSP) shall not exceed 28 students.

The Federation and the District shall meet regularly to discuss Special Education caseloads and staffing.

10.3 SPEECH AND LANGUAGE THERAPIST

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

10.4 SUPPORT SERVICES

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

10.4.1 Education Technology Media Service

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

10.4.2 Counseling Ratios

Middle School	
1 - 475	1
476 - 713	1.5
714 - 950	2
951 - 1188	2.5
1189 - 1425	3

High School	
1 – 380	1
381 - 570	1.5
571 - 760	2
761 - 950	2.5
951 - 1140	3
1141 - 1330	3.5
1331 - 1520	4
1521 - 1710	4.5

ARTICLE X - CLASS SIZE, (continued)

1135            Counseling ratios will continue to follow the same pattern should enrollment increase  
1136            beyond what is included in the tables above. Counseling ratios will be based on student  
1137            projections as of May 31<sup>st</sup> of the current year. Adjustments to these ratios can only be  
1138            done by mutual agreement between the Federation and the District.  
1139            10.4.3 Special Education Teacher – Special Education Paraeducator Ratio  
1134            The FTE allocation of Certificated Special Education teachers at a site and Special  
1141            Education Paraeducators at a site shall be equivalent.

## ARTICLE XI - COMPENSATION AND HEALTH AND WELFARE BENEFITS

1142 11.1 Unit members will be paid according to the salary schedule attached as Appendix A-1, A-2, A-  
1143 3, A-4, B, C, D and E.

1144 11.1.1 All employees located on steps that were eliminated are y-rated, or temporarily  
1145 frozen, at their current salary amounts.

1146 11.2 In addition the District will provide for each full-time bargaining unit member currently enrolled  
1147 in a District provided medical plan, the amount equivalent to the highest individual plan (for the  
1148 bargaining unit), or \$8,100, whichever is higher, per year, to be applied to the medical and  
1149 dental premiums.

1150 11.2.1 For the 2014-15 school year, the Federation and the District agree to offer the Blue  
1151 Cross 100% PPO as the highest individual plan. A 90% plan, an 80% plan and a  
1152 base plan will also be offered.

1153 11.3 A less than full-time bargaining unit member shall receive a prorated benefit based on their  
1154 annualized contractual full-time equivalent (FTE). They may either:

- 1155 (1) Elect a District medical plan and receive a prorated benefit based on 11.2, or  
1156 (2) Not elect a medical plan and receive a benefit up to \$3,936 prorated, that may be  
1157 applied to other District plans and/or flex plans.

1158 11.4 Effective with the 2006-07 school year, enrollment in one of the District medical plans, as a  
1159 single, is mandatory for all full-time employees. Employees hired prior to July 1, 1994, and not  
1160 enrolled in a District medical plan and taking the cash-in-lieu of health benefits, are exempt from  
1161 mandatory enrollment and will receive \$3,936 per year.

### 1162 11.5 DOMESTIC PARTNERS

1163 The employee and the partner must:

- 1164 A. be 18 years of age,  
1165 B. be engaged in a relationship of mutual caring and commitment,  
1166 C. have shared the same residence for a minimum of six months,  
1167 D. must be financially interdependent,



1168 ARTICLE XI - COMPENSATION AND HEALTH AND WELFARE BENEFITS (continued)

1169 E. not have any other Domestic Partner and must not have been married or had another  
1170 Domestic Partner within the previous six months of the Affidavit of Domestic  
1171 Partnership, and

1172 F. not be related to a degree that would prohibit legal marriage.

1173 A completed and signed enrollment or change form as well as a completed, signed and  
1174 notarized Affidavit of Domestic Partnership are required. Opposite sex when one or the other is  
1175 age sixty-two (62) or same sex age eighteen (18) and older must provide a copy of the  
1176 Declaration of Domestic Partnership filed with the California Secretary of State. Domestic  
1177 Partners and their dependents are not eligible for continuation of coverage under the federal  
1178 COBRA law.

1179 11.6 NEWLY CREATED POSITIONS

1180 If the District creates any new classification with the bargaining unit during the term of the  
1181 Agreement, it shall negotiate with the Federation to determine and establish the salary rate, job  
1182 title and working conditions for the balance of the term of the Agreement. Such a wage  
1183 determination by the District shall not be subject to Article V - Grievance Procedure.

1184 11.7 Vision insurance will be provided by the District to those employees who are required to carry  
1185 coverage by the insurance company. In the case of two family members who are both  
1186 employees of the District, one policy will be provided.

1187 ARTICLE XII - EVALUATION PROCEDURES

1188 12.1 Each certificated employee shall be evaluated to determine whether such employee is meeting  
1189 the job responsibilities defined in the applicable job description, and/or defined in other actions  
1190 by the Board and applicable law (see Article 9.3.2 and Article 12.2). Such evaluation shall  
1191 attempt to assess the performance of each with regard to the fulfillment of the employee's job  
1192 responsibilities.

1193 12.2 The District may evaluate and assess the performance of each certificated employee as it  
1194 reasonably relates to:

1195 A. The California Standards for the Teaching Profession as reflected in the LUSD  
1196 Professional Development Report (PDR).

- 1197 1. Engaging and supporting all students in learning.  
1198 1. Creating and maintaining effective environments for student learning.  
1199 2. Understanding and organizing subject matter for student learning.  
1200 3. Planning instruction and designing learning experiences for all students.  
1201 4. Assessing student learning.  
1202 5. Developing as a professional educator.

1203 B. The fulfillment of job responsibilities as described within the specified job descriptions  
1204 (certificated non-instructional personnel).

1205 C. The evaluation and assessment of employee performance pursuant to the Stull Act  
1206 Evaluation Procedure shall not include the use of publishers' norms established by  
1207 standardized tests.

1208 12.3 PROFESSIONAL DEVELOPMENT REPORT (PDR) NOTIFICATION

1209 Each unit member will be notified no later than September 30<sup>th</sup> of each year during which the  
1210 unit member is to receive a regular evaluation, and shall meet with the evaluator no later than  
1211 October 31<sup>st</sup> to review the evaluation objectives, guidelines, forms and procedures. The  
1212 evaluator shall be the unit member's immediate supervisor or other management employee.  
1213 This does not negate the role and/or function of the PAR Agreement.

ARTICLE XII - EVALUATION PROCEDURES (continued)

12.4 TEMPORARY AND PROBATIONARY EMPLOYEES

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

12.5 PERMANENT EMPLOYEES

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

- A. At least once every other year.
- B. At least once every five years if all of the following conditions are met:
  - 1. The employee has been employed by the District at least 10 years.
  - 2. The employee meets the qualifications of a highly qualified teacher as defined in 20 USC 7801 of the federal No Child Left Behind Act, if 20 USC 6319 requires that his/her position be filled by a highly qualified teacher.
  - 3. The employee's previous evaluation rated him/her "satisfactory" in all standards.
- C. Annually, if the permanent employee has received an unsatisfactory or needs improvement on their evaluation until he/she receives a satisfactory evaluation or is separated from the District.

12.6 PROFESSIONAL DEVELOPMENT REPORT (PDR) PROCESS

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

Any observation or evaluation which contains an unsatisfactory or needs improvement

ARTICLE XII - EVALUATION PROCEDURES (continued)

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

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

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

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

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

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

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

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

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

ARTICLE XII - EVALUATION PROCEDURES (continued)

1267 12.14 If a certificated employee receives an unsatisfactory evaluation (s)he maynot be voluntarily, or  
1268 involuntarily, transferred to another site or school without the written approval of the  
1269 Superintendent or designee.

1270 ARTICLE XIII - PERSONNEL FILES

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

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

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

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

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

1282 B. were prepared by identifiable examination committee members.

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

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

#### ARTICLE XIV – RESIGNATION

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

#### ARTICLE XV - FACILITY USE

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

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

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

#### ARTICLE XVI - SAVINGS

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

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

## ARTICLE XVII- CONCERTED ACTIVITIES

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

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

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

## ARTICLE XVIII - SENIORITY LIST AND EFFECTS OF LAYOFFS

### 18.1 PLACEMENT ON THE SENIORITY LIST

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

### 18.2 CRITERIA FOR LAYOFFS

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

### 18.3 TIE BREAKER

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



ARTICLE XIX- EFFECT OF AGREEMENT

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

ARTICLE XX - CONCLUSIVENESS OF AGREEMENT

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

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

ARTICLE XXI - SUPPORT OF AGREEMENT

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

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

TENTATIVE AGREEMENT

Between the  
Lompoc Federation of Teachers (AFT 3151)  
and  
Lompoc Unified School District

BY:



Lodene Blair, President  
Lompoc Federation of Teachers

BY:



Trevor E. McDonald  
Superintendent of Schools

DATE: May 5, 2020

DATE: May 5, 2020

RATIFIED BY

LOMPOC FEDERATION OF TEACHERS

BY:



Lodene Blair, President  
Lompoc Federation of Teachers

DATE: May 22, 2020

APPROVED BY

LOMPOC UNIFIED SCHOOL DISTRICT

BY:



Steve Straight, President  
Board of Education

DATE: May 26, 2020

RULES AND REGULATIONS - CERTIFICATED NON-MANAGEMENT SALARY SCHEDULE

I. COMPENSATION

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

II. PLACEMENT ON SCHEDULE

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

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

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

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

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

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

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

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

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

a. New Teachers

In placing new teachers, nurses or counselors on this schedule, one (1) step will be allowed for each full year of satisfactory service. Teachers hired may receive not more than fifteen (15) years of experience credit from outside the District. The District shall determine if lower division units taken after the granting of a Bachelor's degree will be accepted toward placement on the salary schedule.

b. Returning Teachers

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

c. Retired Teachers

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

ii. Part-Time Support

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

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

iii. District Determined Staffing Emergency

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

This category is exempt from paying back incentive monies.

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

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

f. Vocational or Designated Subjects Credential Teachers

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

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

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

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

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

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

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

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

III. REVIEWING COMMITTEE

A. Membership

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

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

3. Assistant Superintendent, Human Resources or Designee.

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

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

1491 B. Duties of the Reviewing Committee

- 1492 1. To review applications for course work to be applied for salary credit and to make  
1493 recommendations to the Superintendent.
- 1494 2. To review applications for sabbatical leave and to make recommendations to the  
1495 Superintendent.
- 1496 3. To review courses taken at District expense and/or while on paid status.

1497 IV. EXPERIENCE FOR EXTRA ASSIGNMENT

1498 A. Athletics

- 1499 1. The first year of coaching in the District at the assistant level will start on Step 1.
- 1500 2. Coaches will receive full credit for paid coaching experience when the experience  
1501 was full time and gained in the District, regardless of the sport or level of sport  
1502 coached.
- 1503 3. Head coaches hired from outside the District will be allowed to start on Step 2 if they  
1504 have been a head coach in the same sport for a period of three (3) years or more  
1505 within the last eight (8) year period.
- 1506 4. Not more than one (1) year's credit can be gained in one school year.

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

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

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

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



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

V. SPECIAL ASSIGNMENTS

Annual Stipend

A. Department Chairpersons

1. \$1,324 plus an additional \$27 for each section in excess of six (6) sections as reflected by the September and February enrollment.
2. Selection Procedures: Beginning in the school year 2000-01, all department chairpersons will be selected for a three (3) year term. A secret ballot election will take place (April of the preceding year) based on the number of sections taught in a department. The principal has final say. The principal appoints department chairs to complete a term in the event a department chair leaves the position. The principal reserves the right to remove a department chair from the position for just cause. If there are no candidates other than the incumbent, the incumbent remains in the position.
3. Staffs may, by secret ballot, decide to have two (2) Department Chairpersons. In this case, the stipend would be equally divided.

B. Athletic Directors: \$12,579

- C. District Lead Nurse: Shall be paid a stipend similar to Department Chairpersons based on the following formula:
- Base Department Chairperson plus [(total number of Health Technicians, LVNs, Nurses) x \$27 x 6 (equal to the 6 sections a full-time teacher teaches)]

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

- 1537 D. Elementary Teacher-in-Charge:
- 1538 All elementary schools will have a designated Teacher-in-Charge (TC). The stipend for
- 1539 teachers assuming these positions shall be determined as follows:
- 1540 1. Base - \$1,324
  - 1541 2. \$33 per year for each full time bargaining unit member over 20. Shared
  - 1542 teaching assignments count as one (1). This amount will be one-half (1/2)
  - 1543 for schools with a second (2nd) full time or part time administrator.
  - 1544 3. Itinerant employees are not part of calculation (b).
  - 1547 4. The interview panel will consist of the principal and at least one teacher elected by
  - 1548 staff by secret ballot.
  - 1549 5. The final selection of the Teacher(s)-in-Charge rests with the principal.
  - 1550 6. When reasonably possible, the appointment should be made in the month of April
  - 1551 for the following school year.
  - 1552 7. Staffs may, by secret ballot, decide to have two (2) Teachers-in-Charge. In this
  - 1553 case, the stipend would be equally divided. If a school so elects, the TC's will be
  - 1554 responsible for watching each other's class when necessary.

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

- 1555 E. Elementary Combination Classes: Teachers teaching combination classes shall be  
1556 compensated at a stipend of 10% of Step I – Column I of the teacher salary scale.  
1557 In the event that there is a job share, where the combination class job is shared between  
1558 two (2) teachers, the compensation will be based on FTE.
- 1559 F. Certified Athletic Trainer: \$16,608
- 1560 G. Summer School and Extended School Year (ESY)  
1561 When Summer School and ESY programs are offered, the following procedures will  
1562 apply:
- 1563 1. Summer School and ESY applications will be available in February.
  - 1564 2. If selected, teachers will be notified as soon as possible by Human Resources  
1565 of their Summer School assignment.
  - 1566 3. Teachers selected for summer positions must commit to the entire duration of the  
1567 summer program.
  - 1568 4. Teachers will be required to attend professional development not to exceed six (6)  
1569 hours, unless by mutual agreement between the District and the Federation. This  
1570 professional development may happen during the regular school year.
  - 1571 5. Teachers will be provided with equal hours for classroom preparation and closing,  
1572 not to exceed six (6) hours for each.
  - 1573 6. In the event of a teacher absence, the teacher is responsible for securing a  
1574 substitute from a list provided by the District or by mutual agreement between the  
teacher and administrator.

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

1575 VI. SUPPLEMENTAL PAY RATES

1576 A. The following hourly pay rates will be used to compensate unit members for activities  
1577 outside the assigned working day:

1563 Tier I -- Column 1, Step I -- Unit members attending professional learning, conferences  
1562 and other presentations, with pre-approval for compensation from the appropriate  
1563 administrator.

1564 Tier II -- Column 1, Step V -- Unit members developing instructional materials, pacing  
1565 guides, testing instruments and other curricular content, with pre-approval for  
1566 compensation from the appropriate administrator.

1567 Tier III -- Column II, Step VII -- Unit members conducting professional learning,  
1568 teaching Home/Hospital students, or other kinds of instruction, with specific beginning  
1569 and end dates, outside the member's regular assignment, with pre-approval for  
1570 compensation from the appropriate administrator.

1571 These pay rates are based on the Part Time Support Teachers Salary Schedule (Appendix D).

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

B. Bargaining unit members will be paid at the substitute hourly rate (substitute daily rate divided by 6) for work done outside contract hours (not to exceed 12 hours) made necessary by a required classroom change. The District shall provide assistance in moving District material whenever a unit member is transferred or there is a required room change.

C. Teachers on special assignment will be compensated at a rate equivalent to the amount received in all positions held at the time of release with the exception of site mentors who will receive the base mentor stipend. Teachers on special assignment who must leave their regular assignment shall be offered the opportunity to return to the same school and grade level for elementary and same school and department for secondary school teachers.

VII. AGRICULTURE TEACHER AND AQUARIUM DIRECTOR

For days beyond 185, an Accountability Log listing hours of instructional and non-instructional duties will be submitted to the Assistant Superintendent, Human Resources no later than September 1<sup>st</sup> (includes summer).

First semester includes Winter Break activities and will be due by January 31<sup>st</sup>. Second semester includes summer activities and will be due September 1<sup>st</sup> of the academic year.

VIII. NEW TEACHERS

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

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

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

PTS teachers:

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

Evaluation:

PTS teachers are subject to evaluation.

X. TRAVEL COMPENSATION / STIPEND

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

APPENDIX A

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

1628 XI. BENEFITS AND THE LAW

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

APPENDIX A - 185 Day Work Year

**LOMPOC UNIFIED SCHOOL DISTRICT**  
Lompoc, California

Teacher Annual Salary Schedule  
Adopted by the Board of Education: May 26, 2020

2020-2021

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

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

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

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Stipends             Not more than fifteen (15) years credit on the schedule shall be given to teachers entering the Lompoc Unified School District.

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Effective Date: July 1, 2020  
No salary change for 2020-2021



LOMPOC UNIFIED SCHOOL DISTRICT  
Lompoc, California

Special Education Teacher Annual Salary Schedule  
Adopted by the Board of Education: May 26, 2020

2020-2021

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

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

Advanced Degree Stipends	An additional \$1496 shall be added for a Master's Degree and an additional \$1496 for a Doctor's Degree. The Doctor's Degree shall be in a subject area commonly taught in the District.
Experience Credit	Not more than fifteen (15) years credit on the schedule shall be given to teachers entering the Lompoc Unified School District.

Effective Date: July 1, 2020  
No salary change for 2020-2021

APPENDIX A - 190 Day Work Year

LOMPOC UNIFIED SCHOOL DISTRICT  
Lompoc, California

Teacher Support Provider Annual Salary Schedule  
Adopted by the Board of Education: May 26, 2020

2020-2021

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

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

Advanced Degree Stipends	An additional \$1496 shall be added for a Master's Degree and an additional \$1496 for a Doctor's Degree. The Doctor's Degree shall be in a subject area commonly taught in the District.
Experience Credit	Not more than fifteen (15) years credit on the schedule shall be given to teachers entering the Lompoc Unified School District.

Effective, July 1, 2020  
No salary change for 2020-2021

APPENDIX A - 195 Day Work Year

LOMPOC UNIFIED SCHOOL DISTRICT  
Lompoc, California

Activities Director, Certified Athletic Trainer, Counselor,  
Education Technology and Media Specialist, Nurse, Program Specialist  
Annual Salary Schedule

Adopted by the Board of Education: May 26, 2020

2020-2021

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

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

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Advanced Degree Stipends	An additional \$1496 shall be added for a Master's Degree and an additional \$1496 for a Doctor's Degree. The Doctor's Degree shall be in a subject area commonly taught in the District.
Experience Credit	Not more than fifteen (15) years credit on the schedule shall be given to teachers entering the Lompoc Unified School District.

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Effective Date: July 1, 2020  
No salary change for 2020-2021

APPENDIX A - 200 Day Work Year

LOMPOC UNIFIED SCHOOL DISTRICT  
Lompoc, California  
Athletic Directors Annual Salary Schedule  
Adopted by the Board of Education: May 26, 2020

2020-2021

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

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

Advanced Degree Stipends	An additional \$1496 shall be added for a Master's Degree and an additional \$1496 for a Doctor's Degree. The Doctor's Degree shall be in a subject area commonly taught in the District.
Experience Credit	Not more than fifteen (15) years credit on the schedule shall be given to teachers entering the Lompoc Unified School District.

Effective, July 1, 2020  
No salary change for 2020-2021

**APPENDIX A – 210 Day Work Year**

**LOMPOC UNIFIED SCHOOL DISTRICT  
Lompoc, California**

**Agriculture Teacher, Aquarium Director and District Lead Nurse Annual Salary Schedule**  
(Aquarium Director has 25 days added in lieu of stipend)  
Adopted by the Board of Education: May 26, 2020

2020-2021

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

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

Advanced Degree Stipends	An additional \$1496 shall be added for a Master's Degree and an additional \$1496 for a Doctor's Degree. The Doctor's Degree shall be in a subject area commonly taught in the District.
Experience Credit	Not more than fifteen (15) years credit on the schedule shall be given to teachers entering the Lompoc Unified School District.

Effective, July 1, 2020  
No salary change for 2020-2021

APPENDIX B - 206 Day Work Year

LOMPOC UNIFIED SCHOOL DISTRICT  
Lompoc, California

Psychologist Annual Salary Schedule  
Adopted by the Board of Education May 26, 2020

2020-2021

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

ADVANCED DEGREES:

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

EXPERIENCE CREDIT:

Not more than fifteen (15) years credit on the schedule shall be given to Psychologist entering the Lompoc Unified School District.

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Effective July 1, 2020

No salary change for 2020-2021

APPENDIX C -195 Day Work Year

LOMPOC UNIFIED SCHOOL DISTRICT  
Lompoc, California

Speech Therapist Annual Salary Schedule  
Adopted by the Board of Education: May 26, 2020

2020-2021

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

Advanced Degree Stipends	An additional \$1496 shall be added for a Master's Degree and an additional \$1496 for a Doctor's Degree. The Doctor's Degree shall be in a subject area commonly taught in the District.
Experience Credit	Not more than fifteen (15) years credit on the schedule shall be given to teachers entering the Lompoc Unified School District.

Effective July 1, 2020  
No salary change for 2020-2021

APPENDIX D -180 Day Work Year

LOMPOC UNIFIED SCHOOL DISTRICT  
Lompoc, California  
Part Time Support Teacher (PTS) Salary Schedule  
Adopted by the Board of Education: August 11, 2020

2020-2021

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

**COMPENSATION**

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

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

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

**CONTRACT**

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

**WORK YEAR**

PTS teachers are employed based on the student calendar.

**HEALTH BENEFITS**

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

Effective July 1, 2020

No salary change for 2020-2021



## EXTRA ASSIGNMENT SALARY SCHEDULE

## APPENDIX E

Page 1 of 3

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

Effective Date: July 1, 2020

Additional Stipend:

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

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

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

1860 percentage shall be based on the largest regular stipend in the event the unit member

1861 serves in two co-curricular assignments participating in the CIF competition.

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

1866 7. Ford/AAA – Auto Skills Competition

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

1870 8. Meal Per Diem

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

FISCAL EMERGENCY

A fiscal emergency may be declared by the District if:

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

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

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

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

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

1896

1897 LOMPOC UNIFIED SCHOOL DISTRICT SCHOOLS1898 **Elementary:**

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

1908 **Secondary:**

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

1913 **Independent Study:**

1914 Mission Valley

1915 **Continuation:**

1916 Maple High School

1917 **Alternative:**

1918 Dr. Bob Forinash Community Day School