

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE LOMPOC UNIFIED SCHOOL DISTRICT
AND
THE LOMPOC FEDERATION OF TEACHERS (AFT3151)**

HR114-LFT

INTRODUCTION

The following Memorandum of Understanding (“MOU”) and its attachments reflect the full and complete agreement between the Lompoc Unified School District ("District") and the Lompoc Federation of Teachers ("Federation") regarding implementation of the mediated agreement between the District and the Federation through the assistance of the PERB and Impasse Process. The mediated agreement was Board approved June 14, 2022 (Attachment #A). Because there is ambiguity in the language of the mediated agreement and there are disagreements between the District and the Federation on the intentions during mediation behind the ambiguous language, the Parties enter into this MOU to clarify the June 14, 2022 MOU and its implementation.

JOINT INTEREST

The District and Federation have a joint interest to reach an agreement that clarifies the mediated agreement. The District and Federation have a joint interest to update additional language in the mediated agreement with respect to the 2022-2023 school year.

IMPLEMENTATION

I. Prior Agreements

The following items (#1, #6, #8) were mutually agreed upon by the District and the Federation in the above referenced mediated agreement and will remain in full effect:


- A. A salary increase of 2.875% that will be applied to the salary schedules and stipends retroactive to July 1, 2021.
- B. Salary schedules in Appendix A, C and D will have step 1 removed and step 3 will be replaced with Step 1 effective July 1, 2022.
- C. 2022-23 Memorandums of Understanding for: Release time for the LFT President, Contracted Speech Language Pathologists, and Health Benefits will be extended (Attachment #A).

II. Modifications to Prior Agreement

The District and the Federation mutually agreed to modify items #2, #3, #4, #5, #7 from the June 14 MOU as follows:

- A. Agreements in Principle 3, 5, 6, 8, 10 will be added to the *Lompoc Unified School District and Lompoc Federation of Teachers Certificated Bargaining Unit Contract 2020-2023: Year 2 of 3* to be effective for July 1, 2021 (see Attachment #B).

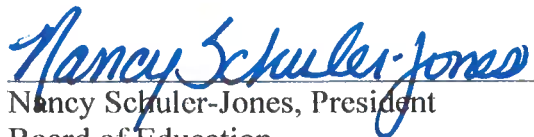
- B. The District and the Federation agree to reconvene for contract negotiations for the 2022-2023 school year in January 2023. The Parties agree that Article XI—Compensation and Benefits with associated appendices and two additional Articles of each Party’s choice will be opened. The District and Federation shall submit in writing their initial proposals to one another for negotiations by October 31, 2022. Any previously submitted initial proposals regarding the 2022-2023 reopener negotiations are rescinded by the Parties. The negotiation of Compensation and Benefits will commence no earlier than May 2023 after the May Revise has been released by the Governor and the District has had the opportunity to learn the implications for the 2022-2023 school year budget unless otherwise mutually agreed.
 - o For the period covering the 2023-2024 school year, both the District and the Federation shall submit in writing their initial proposals to the other party for negotiations of a new three-year agreement by June 30, 2023.
- C. The Federation will speak to their membership at LFT meetings about the importance of a General Obligation Bond.
- D. Any bargaining unit members hired for the 2018-2019 school year or later who had their prior years of experience capped at 15 years shall be credited with all years of experience and replaced on the salary schedule accordingly effective July 1, 2021. The placement of impacted teachers shall be pursuant to the language in Appendix A, section II.b.2. The Parties shall cooperate in implementing this change to the impacted members.
- E. The attached agreements (Attachment #C) regarding the following items will be added to the *Lompoc Unified School District and Lompoc Federation of Teachers Certificated Bargaining Unit Contract 2020-2023: Year 2 of 3* to be effective July 1, 2021:
 - i. Resource teachers going over cap
 - ii. Lead Psychologist Stipend
 - iii. Compensation for Overnight Field Trips
 - iv. Speech Salary Schedule revision
 - v. University Mentor Stipends


 Skyler Petersen, President
 Lompoc Federation of Teachers

9/6/2022
 Date


 Brian Jaramillo, Assistant Superintendent
 Student Services & Special Education

9/6/2022
 Date


 Nancy Schuler-Jones, President
 Board of Education
 Lompoc Unified School District

9/13/2022
 Date

HR108-LFT

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

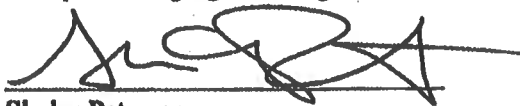
INTRODUCTION

The following is a memorandum of understanding reflects the full and complete agreement between the Lompoc Unified School District (hereafter "District") and the Lompoc Federation of Teachers (hereafter "Federation") regarding the mediated agreement between the District and the Federation through the assistance of PERB and the Impasse Process.

IMPLEMENTATION

The following items were mutually agreed upon by the District and the Federation:

1. A salary increase of 2.875% that will be applied to the salary schedules and stipends retroactive to July 1, 2021.
2. Agreements in Principle 3, 5, 6, 8, and 10 will be added to contract language.
3. The District and the Federation will agree to reconvene for the negotiation of Compensation and Benefits in May 2023 after the May Revise has been released by the Governor and the District has had the opportunity to learn the implications for the 2022-2023 school year.
4. The Federation will publicly endorse the General Obligation Bond for LUSD by sending out an email stating such to their membership using the list serve email that the Federation uses for their Weekly Memos. The Federation will also speak to their membership at LFT meetings about the importance of a General Obligation Bond.
5. Any Certificated Staff hired in the 2018-19 school year and forward will be granted unlimited years of service on the salary schedule.
6. Salary schedules in Appendix A, C and D will have step 1 removed and step 3 will be replaced with Step 1 effective July 1, 2022
7. Contract language will be added regarding: Resource teachers going over cap, Lead Psychologist Stipend, compensation for Overnight Field Trips, Speech Salary Schedule revision, and University Mentor Stipends.
8. 2022-23 Memorandums of Understanding for: Release time for the LFT President, Contracted Speech Language Pathologists, and Health Benefits will be extended



Skyler Petersen
President
Lompoc Federation of Teachers



Bree Valla
Deputy Superintendent
Lompoc Unified School District



Nancy Schuler-Jones
President, Board of Education
Lompoc Unified School District

Date: 6-14-2022

**Memorandum Of Understanding
Between
Lompoc Unified School District And
Lompoc Federation Of Teachers (AFT 3151)
For the 2022-2023 School Year**

HR 111 - LFT

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

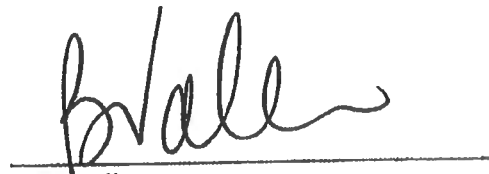
- 1. The representative granted the reimbursed release time will be selected by the LFT Executive Board and must be a member of LFT.**
- 2. The Federation agrees to reimburse the District for the replacement cost of the LFT representative. The LUSD will bill the LFT on a monthly basis for the cost. LFT will have 15 days from the date of billing to deliver payment to LUSD.**

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

Agreed to this 23rd day of May 2022



**Skyler Petersen
President, Lompoc Federation of Teachers**



**Bree Valla
Deputy Superintendent**



**Nancy Schuler-Jones
President, LUSD Board of Education**

MEMORANDUM OF UNDERSTANDING
Between
The Lompoc Unified School District
And
The Lompoc Federation of Teachers, AFT 3151

HR110-LFT

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

The District and Federation agree that there is an immediate need for the District to retain speech therapist(s) to meet the needs of the District students during the 2022-23 school year.


Notwithstanding any requirement or limitation in the parties Certificated Bargaining Unit Contract ("Contract") including Article 2 of the Contract, or the Educational Employment Relations Act, the parties agree that the District may contract out for speech therapist(s) for the 2022-23 school year.

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

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

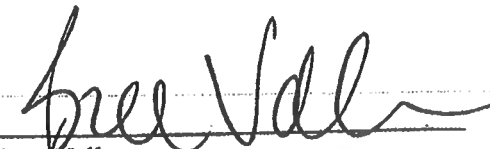
1. The hiring of individual speech therapist(s) will not be precedential in the future.
2. The Federation shall be held harmless by the District against any claims by the individual speech therapist(s) that may arise due to this Agreement.
3. The District will continue to pursue through all available means permanent replacements for all available speech therapist positions.
4. This MOU will expire June 30, 2023.

Agreed to May 23, 2022



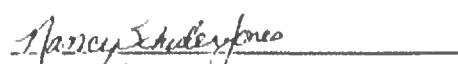
Skyler Petersen
President
Lompoc Federation of Teachers

Date: 6/1/2022



Bree Valla
Deputy Superintendent
Lompoc Unified School District

Date: 6/6/22



Nancy Schuler-Jones
President, Board of Education
Lompoc Unified School District

Date: 6-14-2022

HR109-LFT

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

INTRODUCTION

The following memorandum of understanding reflects the full and complete agreement between the Lompoc Unified School District (hereafter "District") and the Lompoc Federation of Teachers (hereafter "Federation") regarding health benefit employee expenses for the 2022-23 school year.

JOINT INTEREST

Both the District and the Federation have a joint interest in continuing the current practice regarding benefits for Certificated employees working in the Lompoc Unified School District for the 2022-2023 school year.


IMPLEMENTATION

1. For 2022-2023, LUSD will contribute tenthsly: 979.20 for the individual plan, \$1039.60 for the 2-party plan (Employee +1) and \$1355.20 for the family plan in accordance with the employee's FTE. This shall supersede Article 11.2 in the LFT Collective Bargaining Agreement.
2. LUSD employees who wish to have a 90% or 100% PPO medical plan can choose to buy-up to those plans.
3. This MOU will expire on 9/30/2023 or when Article XI has been revised during the 2022-23 negotiations cycle and incorporated into the LFT Collective Bargaining Agreement.
4. The District and the Federation shall not reenter into any discussion, negotiation, or extension of this MOU.

Agreed to on May 23, 2022.



Skyler Petersen
President
Lompoc Federation of Teachers



Bree Valla
Deputy Superintendent
Lompoc Unified School District



Nancy Schuler-Jones
President, Board of Education
Lompoc Unified School District

Date: 6-14-2022

The following are the Agreements in Principle listed in #2 on the Mediated Settlement Agreement

Agreement in Principle # 3 - Appendix A X.B TRAVEL COMPENSATION/STIPEND

Secondary teachers Elementary and Secondary Non-itinerant 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. (Agreement in Princ #3)

Agreement in Principle #5 – SDC Staffing Ratio

SDC students become part of the staffing ratio if they, or a compilation of students, are mainstreamed 25% or more of the instructional day of the grade-level teacher's classroom. Grades 4-6 mainstreamed students become part of the staffing ratio, regardless of inclusion time.

Agreement in Principle #6 – Appendix E – Third Column

<u>LEVEL I</u>		<u>Step</u> <u>1</u>	<u>Step</u> <u>2</u>	<u>Change</u>	<u>Step</u> <u>3</u>
Coaches:	Football	4,235	4,705	1.110979929	5227
Assistant Coach Level I		3,176	3,530	1.111460957	3923
<u>LEVEL II</u>		3,708	4,121	1.111380798	4580
Band Director					
<u>Sr. High Choral Director</u>					
<u>Sr. High Dance Advisor</u>					
<u>Sr. High Drama Coach</u>					
Senior High Spirit Leader					
Subject Coordinator					
Coaches:	Baseball				
	Basketball				
	Softball				
	Track				
	Water Polo				
	Wrestling				
Assistant Coach Level II		2,784	3,093	1.110991379	3436
<u>LEVEL III</u>		3,178	3,532	1.111390812	3925
Auxiliary Support Advisor					

FBLA Advisor					
FFA Advisor					
FHA Advisor					
Middle School Sports Instruction (per year)					
Mock Trial Advisor or Model UN Advisor					
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	1.110599078	2944
Skills USA Assistant Advisor					
Assistant Drama Coach					
Equipment Manager			5,764	1.11	6398
LEVEL IV (does not qualify for double or longevity or extra-curricular stipend)					
Middle School Band Director (per year)		1224	1530	1.11	1698

Agreement in Principle #8 Drama/Choir/Dance

move them on the stipend table from Level III to Level II

Agreement in Principle #10 – Concurrent Enrollment

G. Concurrent Enrollment: The District will compensate teachers with a \$1000 stipend per semester for additional services related to Concurrent Enrollment outlined below:

- **Concurrent Class Teachers will instruct extra minutes per concurrent class period as required by Allan Hancock College.**
- **Calculate and report grades to Allan Hancock College.**
- **Provide a class syllabus to Allan Hancock for each concurrent class.**
- **Attend concurrent enrollment meetings, up to one per semester.**
- **Assist in collecting Concurrent Enrollment paperwork.**

- Ongoing communication with Allan Hancock Department Chair and other Allan Hancock staff as needed.
- Complete census rosters each semester by the deadline provided by Allan Hancock College.

The parties also agree that the teachers of the Concurrent Enrollment courses must volunteer to teach the additional minutes per concurrent classroom period, as required by Allan Hancock College. Teachers that do not agree to teach the additional minutes as required by Allan Hancock College will not be eligible to teach a Concurrent Enrollment course.

i. 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.

After the 10th day of school, Resource Teachers shall be compensated as outlined below each semester per number of students over the caseload cap range for a minimum of 10 days per semester:

- **\$500 per student for the first two (2) students over the caseload cap**
- **\$800 per student for the third student over the caseload cap**
- **\$1200 per student for the fourth student over the caseload cap**

ii. LEAD PSYCHOLOGIST STIPEND

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

Base Department Chairperson plus [(**FOR NURSES**: total number of Health Technicians, LVNs, Nurses) (**FOR PSYCHOLOGISTS**: total number of school psychologists.) x **\$28** x 6 (equal to the 6 sections a full-time teacher teaches)]

iii. OVERNIGHT FIELD TRIP STIPENDS

1. **A \$500 stipend will be paid to certificated staff chaperoning a 3-day or longer trip.**
A \$300 stipend will be paid to certificated staff chaperoning a 2-day trip.

LOMPOC UNIFIED SCHOOL DISTRICT
Lompoc, California

Attachment C-iv

Speech Therapist Annual Salary Schedule
Adopted by the Board: August 9, 2022

2021-2022

Step	
1	79,591
3	84,420
5	89,248
7	94,076
9	96,977
11	98,442
13	99,907
15	101,372
18	102,836
21	104,300
24	109,845
27	112,403
30	114,032

Advanced

The stipend for a Master's Degree is included in the figures on the salary schedule above. An additional \$1539 shall be added 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 Speech Therapists entering the Lompoc Unified School District.

Speech Therapist with a BA and Credential

The state allows Speech Therapists to be credentialed for up to five (5) years without earning a Master's Degree. The Speech Therapist must demonstrate they have applied and made an effort to get into a program each year to renew the credential. The credential cannot be renewed after 5 years.

Step	BA + Credential
1	70,914
2	70,932
3	78,891
4	79,214
5	80,572

*The salary schedule was assembled using current salaries and adding the Master's stipend to the current salary. This was done to reflect all incoming Speech Therapists must have a Master's Degree within five years of earning their credential.

Effective Date: July 1, 2021

v. UNIVERSITY MENTORING STIPEND

Certificated staff who provide mentoring services for newly hired staff who are on internship permits and, as such, require a mentor to complete their Institute of Higher Learning's credential requirements, will be compensated with a \$1000 stipend per mentee.

- 1. The stipend will be paid in two installments. One will be in December and one in June.**
- 2. Should the mentorship end prematurely, the stipend will be pro-rated based on the percentage of the 185-day teacher calendar.**