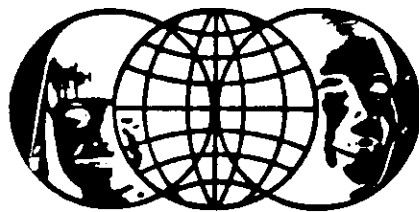


**LOMPOC UNIFIED
SCHOOL DISTRICT
and
LOMPOC FEDERATION
OF TEACHERS**



CERTIFICATED BARGAINING UNIT CONTRACT

2020-2023⁽²⁾

Year 2 of 3-year Contract

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ARTICLE I - AGREEMENT

- 1.1 This Agreement is made and entered into this 26th day of May, 2020 between the Lompoc Federation of Teachers, Local 3151, CFT/AFT, (hereinafter referred to as "Federation"), and the Lompoc Unified School District, (hereinafter referred to as "District"), pursuant to the Educational Employment Relations Act (hereinafter referred to as "EERA") commencing at Government Code, Section 3540.
- 1.2 This Agreement shall remain in full force and effect from the date ratified by the Federation and the District up to and including June 30, 2023. Both the District and the Federation shall submit in writing their initial proposals to the other party for negotiation of a new three-year agreement by December 31, 2022.
- 1.3 For the period covering the 2021-2022 school year, there shall be reopener negotiations on Article XI – Compensation and Benefits and two additional Articles of each party's choice. Both the District and the Federation shall submit in writing their initial proposals to one another for negotiations by December 31, 2020.
- 1.4 For the period covering the 2022-2023 school year, there shall be reopener negotiations on Article XI – Compensation and Benefits and two additional Articles of each party's choice. Both the District and the Federation shall submit in writing their initial proposals to one another for negotiations by December 31, 2021.
- 1.5 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 December 31, 2022.

ARTICLE II - RECOGNITION

- 2.1 The District recognizes the Federation as the exclusive representative for purposes of the Rodda Act (GOVERNMENT CODE, Section 3540, et seq., Title I, Division 4, Chapter 10.7) for that unit of employees certified by the Public Employment Relations Board in Case No. LA-R- 38, 268 as follows:
- 2.1.1 All regular, full-time and part-time, temporary, probationary and permanent certificated employees, all special contract employees within the meaning of EDUCATION CODE, Section 44909, and all subject coordinators, but excluding adult education teachers, home/hospital teachers, substitutes, all other employees, management, supervisory and confidential employees.
- 2.2 The Federation and the District agree that this represents the appropriate unit and that it will not seek by any means, including but not limited to any Public Employment Relations Board proceedings, to amend or change in any way the unit described herein. Nothing agreed to herein will prevent adjustments to the unit to be made upon mutual agreement of the District and the Federation.
- 2.3 Disputes concerning this Article shall be resolved by the Public Employment Relations Board in accordance with the procedures specified under its rules and Section 3540, et seq., of the GOVERNMENT CODE.

ARTICLE III - FEDERATION RIGHTS

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

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

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

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

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

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

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

ARTICLE III - FEDERATION RIGHTS (continued)

- C. The method of distribution of authorized Federation material shall not be disruptive to the program or operation of the school.
- 3.1.5 The District shall provide space on the District's website for the Federation to publish Federation communication to members and the public at large.
- 3.1.6 The Federation shall have the right to hold local site meetings with unit members outside their work hours (as defined in Article IX - Hours) provided there is no interruption in the educational program, such as a conference scheduled or in progress.
- 3.1.7 Representative(s) of the Federation shall be provided time, if needed, for the purpose of providing announcements following the conclusion of each regularly scheduled staff meeting.
- 3.2 In compliance with AB 119, the District will grant access to the Federation to new employee's orientations and provide bargaining unit lists. The District and the Federation agree to the following:
 - 3.2.1 For the subsection only, a "day" is defined as one calendar day.
 - 3.2.2 The District shall provide the Federation written notice of any new employee orientations in whatever form they make take, at least fifteen (15) days prior to the event.
Representatives of the Federation shall be permitted to make a presentation of up to sixty minutes and present written materials to any employee participating in such orientation.
Federation representatives shall have release time without loss of compensation to attend new employee orientations, if they occur during a school day.
The District is responsible for constructing the agendas for all new employee orientations.
 - 3.2.3 The District shall provide the Federation the following information (a) name; (b) job title; (c) department; (d) work location; (e) work, home and personal cellular telephone number; (f) personal email address; and (g) home address by the third working day of the month following their hiring.

ARTICLE III - FEDERATION RIGHTS (continued)

- 3.2.4 The District shall provide by the first day of school the same information as in 3.2.3 for all employees, and then every 120 days after the first day of school or as requested.
- 3.3 The Federation has the right, upon request, to consult on the definition of educational objectives, determination of content of courses and curriculum and the selection of textbooks as defined in GOVERNMENT CODE, Section 3543.2.
- 3.4 The District shall provide electronic copies of the Agreement, amendments or addenda thereto for all unit members.
- 3.5 The District shall mail to the Federation a copy of the Board of Education agenda and minutes as soon as printed.
- 3.6 Commencing on July 1 of each year, the District shall credit the Federation with 15 days of District paid Federal Release time to be used for Federation business. These hours shall not accrue beyond June 30 of each year. Release time shall be used at the discretion of the chapter as authorized by the President (or designee) for purposes of Federation events, trainings, conferences or official Federation business. The Federation may purchase twenty (20) days of release time for Federation business not inconsistent with this Agreement at a cost not to exceed that of a substitute teacher.
- 3.7 The Federation and the District shall meet on a monthly basis for the purpose of articulation of the contract, as well as discussion relating to pertinent areas of the contract, vis-à-vis interpretation and implementation. Such meetings shall include members of the Federation and District Cabinet and other employees as needed. By mutual consent, meetings may be scheduled more frequently. At the school site level, similar meetings as the above shall be held if mutually agreed to by the building site principal and a Federation representative.

3.8 MAINTENANCE OF MEMBERSHIP

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

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

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

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

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

ARTICLE IV - MANAGEMENT RIGHTS

- 4.1 The District shall retain all rights, authorities, and duties conferred upon and vested in it by the Laws and Constitutions of the United States and the State of California. Such rights, authorities, and duties include the right to determine and administer policy and may be limited only by the terms of this contract.
- 4.2 The District reserves the exclusive right and responsibility to direct, manage and control to the full extent authorized by law or as agreed upon by the terms of this contract; e.g., determine its organization; direct work of its unit members; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency in accordance with law. In addition, the District retains the right to hire, classify, assign, evaluate, reward, promote, terminate, take appropriate action against or in support of unit members and any other specific responsibilities enumerated to the full extent authorized by law.
- 4.3 In the event of an emergency, the District shall have the right to take immediate action as may be necessary to protect the health, welfare and/or safety of its pupils and/or employees of the District. An emergency is defined as an unforeseen occurrence or occasion.
- 4.4 The determination of whether or not an emergency exists is solely within the discretion of the Board and is expressly excluded from the provisions of Article V - Grievance Procedures.

ARTICLE V - GRIEVANCE PROCEDURE

5.1 DEFINITIONS

- 5.1.1 A "grievance" is a formal written allegation concerning a violation of this agreement by an individual unit member, group of unit members, or the Federation, who has been adversely affected by a violation, misapplication or misinterpretation of a specific provision of this Agreement. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures, not addressed by this Agreement, must be undertaken under separate legal processes.
- 5.1.2 A "day" is a day in which the Central Administration Office of the District is open for business.
- 5.1.3 The "immediate supervisor" is the lowest level building administrator having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances.
- 5.1.4 The "appropriate administrator" is the Assistant Superintendent, Human Resources and/or the administrator who has jurisdiction over the area where the grievance originated.
- 5.1.5 The "grievant" is an individual unit member, group of unit members, or the Federation.

5.2 PROCEDURES

- 5.2.1 A unit member or group of unit members may at any time present grievances to the District and have such grievances adjusted without the intervention of the Federation, provided that the District shall not agree to a final resolution of the grievance until the Federation has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. Said response shall be filed by the Federation within twenty (20) days following receipt.
- 5.2.2 The filing or pendency of any grievance shall in no way operate to impede, delay or interfere with the right of the District to take action.
- 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.

ARTICLE V - GRIEVANCE PROCEDURE (continued)

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

ARTICLE V - GRIEVANCE PROCEDURE (continued)

- 5.2.7 The Assistant Superintendent, Human Resources shall monitor and facilitate the processing of grievances. A grievance shall be submitted on the appropriate form provided by the District.
- 5.2.8 A grievant's failure at any step of this procedure to appeal a grievance to the next level within the specified time limit, shall be deemed a termination of the grievance.
- 5.2.9 Grievances can only be initiated or appealed by the grievant.
- 5.2.10 A grievance not initiated within twenty (20) days after the occurrence of the act, condition or omission on which the grievance is based, shall be considered as waived. Except where there are fewer than twenty (20) days remaining on the teacher professional calendar after the occurrence of the act, condition or omission on which the grievance is based, it is understood by all parties that the balance of these remaining days move to the beginning of the next immediate professional calendar date.
- 5.2.11 Group Grievance - If the grievance involves more than one unit member, and involves substantially the same claims, facts and times, the grievances may be submitted as a group grievance. The Federation must clearly identify the individuals in the group or groups for whom a group grievance is being filed, in order to facilitate a reasonable response to the issues of said group. The District may administer such grievance as a group grievance.
- 5.2.12 Time limits may be extended at any level by Agreement between the Superintendent or designee and the Federation.
- 5.2.13 If the Federation is representing the grievant, the decision at each level will also be communicated in writing to the Federation within the time limit.

ARTICLE V - GRIEVANCE PROCEDURE (continued)

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

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

5.3 INFORMAL LEVEL

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

5.4 FORMAL LEVEL

5.4.1 LEVEL I

Within twenty (20) days after the occurrence of the act, condition or omission giving rise to the grievance, the grievant must present such grievance in writing to the immediate supervisor. Any grievance not initiated within this twenty (20) day period is automatically waived. Except where there are fewer than twenty (20) days remaining on the teacher professional calendar after the occurrence of the act, condition or omission on which the grievance is based, it is understood by all parties that the balance of these remaining days move to the beginning of the next immediate professional calendar date. This statement shall be a clear, concise statement of the grievance, citation of the specific article, section, paragraph and sentence of the Agreement that is alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, the specific remedy sought, and be signed by the grievant. The supervisor shall communicate a decision to the unit member in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.

ARTICLE V - GRIEVANCE PROCEDURE (continued)

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

5.4.2 LEVEL II

In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision on the appropriate District form to the appropriate administrator within ten (10) days. This statement shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal. The appropriate administrator shall communicate a decision within ten (10) days after receiving the appeal. Either the grievant or the appropriate administrator may request a personal conference within the above time limits.

5.4.3 LEVEL III

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

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

ARTICLE V - GRIEVANCE PROCEDURE (continued)

representative shall be. Such notice may be waived by express advance mutual agreement.

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

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

5.4.4 LEVEL IV

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

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

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

ARTICLE V - GRIEVANCE PROCEDURE (continued)

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

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

ARTICLE VI – TRANSFERS

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

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

6.2 VOLUNTARY TRANSFER

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

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

6.2.3 Vacancies that occur after the beginning of the school year and are filled by temporary teachers will be considered open the following year for the purpose of meeting posting 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.

ARTICLE VI – TRANSFERS (continued)

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 transferred more than three times without mutual consent of the District and the Federation.
- 6.3.2 Exceptions can be made under special circumstances when agreed to by the District and the Federation.
- 6.3.3 Notice of involuntary transfers shall be given in writing along with reasons to the unit member as soon as possible and not later than five (5) days from the last day of school for teachers. The District may make exceptions to the five-day rule on a case by case basis. Transfers made because of overstaffing which occur after this date shall not be subject to this deadline.
- 6.3.4 Teachers designated to be involuntarily transferred shall have the right to indicate preferences from the list of all openings as indicated in Section 6.2.1. The District and the Federation will consult on each of the involuntary transfers before they are made. The final decision lies with the District.

ARTICLE VI – TRANSFERS (continued)

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

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

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

6.5 REASSIGNMENT WITHIN A SCHOOL

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

6.6 ADJUSTMENTS TO WORK PLACES OF ITINERANT CERTIFICATED EMPLOYEES

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

ARTICLE VII – LEAVE PROVISIONS

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

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

7.2 PERSONAL ILLNESS AND INJURY LEAVE

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

7.2.2 Unit members employed full-time for a year of contracted service (as defined in Article 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

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

ARTICLE VII – LEAVE PROVISIONS (continued)

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

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

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

For purposes of this provision, sick leave, including accumulated sick leave and the one hundred (100) work days period shall run consecutively. An employee shall not be provided more than one (1) one hundred (100) work day period per illness or accident. However, if a school year terminates before the one hundred (100) work day period is exhausted, the employee may take the balance of the one hundred (100) work day period in a subsequent school year. No other paid or partial paid illness or accident leave shall be granted by the District.

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

ARTICLE VII – LEAVE PROVISIONS (continued)

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

- 7.2.5 An illness leave of absence with pay shall be granted only after certification of the disability has been received by Human Resources from the unit member's physician or licensed health practitioner. Verification certifying the disability and inability to perform regular assigned duties must be submitted on the District's form, stating the expected date of delivery and period of disability. Monthly statements from the unit member's physician are required as to whether the unit member continues to be disabled and unable to perform the required duties of the position. Leave shall begin whenever the unit member is physically disabled to the point where the normal duties required of the position cannot be carried on or performed effectively, and shall be continued only for the length of the period of such physical disability. Unit members who remain on duty during pregnancy shall be required to perform all duties and responsibilities as established for the assignment.
- 7.2.6 To be eligible to apply for sick leave absence with pay, the unit member shall be in paid status and scheduled for work on the day of absence.
- 7.2.7 Unit members must notify the District of absence as soon as the necessity to be absent becomes known to the unit member but in no instance later than two (2) hours before reporting time on the day of absence. A unit member desiring to cancel a reported absence shall notify the District as soon as possible but no later than two (2) hours prior to reporting on the day of return. The District may waive this requirement in case of an emergency.
- 7.2.8 A verification of illness may be required on District forms.

ARTICLE VII – LEAVE PROVISIONS (continued)

- 7.2.9 Periodic medical reports may be required during the extended absence of a unit member. Unit members returning to work from illness absence involving surgery, serious illness or extended absence, shall be required to present a physician's release verifying medical permission to return to work including any specifications or restrictions.
- 7.2.10 At any time during the course of a personal illness or injury absence and upon return from absence, the unit member shall be required to supply such information as may be requested by the District regarding the nature of medical treatment, name and address of attending physician(s), date and time of medical appointment(s), and the place and phone where the employee may be reached and other related information.
- 7.2.11 If the unit member does not comply with Section 7.2.6 and 7.2.7 of this Article, the unit member may have his/her salary reduced accordingly. (See Section 7.1.1)
- 7.2.12 Unit members shall be provided with an accounting of accrued leave under Section 7.2.2 of this Article by June 30 of each year.

7.3 PREGNANCY DISABILITY LEAVE

- 7.3.1 Unit members are entitled to use sick leave as set forth in Section 7.2 for physical or psychological disabilities caused by or contributed to by pregnancy, miscarriage, childbirth, and recovery there-from or following adoption on the same terms and conditions governing leaves of absence from other illness or medical disability. The length of such leaves shall be determined by the bargaining unit member's physician.
- 7.3.2 Pregnancy disability absence shall be charged to sick leave in the same manner as other illness absences. A unit member shall be eligible for pregnancy disability leave during the period of disability as certified by her physician. When sick leave is expended before she is physically able to return to work, as certified by her physician or practitioner, she is entitled to use additional non-accumulated leave as stated in 7.2.4.

ARTICLE VII – LEAVE PROVISIONS (continued)

7.4 CHILD REARING LEAVE

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

7.5 INDUSTRIAL ACCIDENT AND ILLNESS

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

7.5.1 Payment for wages lost on any day shall not, when added to an award granted under the Workers' Compensation laws of this State, exceed the unit member's full salary for the month. Industrial accident and illness leave shall be reduced by one day for each day of authorized absence, regardless of a compensation award made under the Workers' Compensation. When an industrial accident or illness leave occurs at a time when the leave will overlap into the next fiscal year, the unit member shall be entitled to only that amount of leave remaining at the end of the fiscal year in which the industrial injury or illness occurred, for the same illness or injury.

ARTICLE VII – LEAVE PROVISIONS (continued)

- 7.5.2 For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check from the Workers' Compensation Fund which would make the total compensation from both sources exceed 100 percent of the amount the unit member would have received as salary had there been no industrial accident or illness. If the unit member fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant, the amount of such disability indemnity actually paid to and retained by the unit member.
- 7.5.3 Industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave will be used. If, however, the unit member continues to receive temporary disability indemnity under the Workers' Compensation laws of this state at the time of the exhaustion of benefits under this section, the unit member may elect to take as much of the unit member's accumulated and available sick leave, which, when added to the Workers' Compensation award, results in a payment of not more than the member's regular salary. A unit member requesting Industrial Accident and Illness Leave benefits may be required to comply with the medical verification and reporting provisions of the sick leave section of this Article.
- 7.5.4 The District has the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.
- 7.5.5 Upon complying with District medical release requirements and receiving District authorization to return to work, a unit member on Industrial Accident or Illness Leave shall be reinstated in a similar position without loss of status or benefits, provided the employee is able to perform the duties of said similar position.

ARTICLE VII – LEAVE PROVISIONS (continued)

7.6 PERSONAL NECESSITY LEAVE

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

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

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

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

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

ARTICLE VII – LEAVE PROVISIONS (continued)

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

7.7 BEREAVEMENT LEAVE

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

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

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

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

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

ARTICLE VII – LEAVE PROVISIONS (continued)

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

7.8 JURY DUTY

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

7.9 SABBATICAL LEAVE

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

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

7.9.1.1 Observations requiring travel when such observations and travel are connected with a well thought-out research project designed to give data from which conclusions and recommendations may be drawn for improvement of instruction, curriculum and/or administration which will benefit the students and

ARTICLE VII – LEAVE PROVISIONS (continued)

schools of the District. (Examples of such research projects include nationwide observation tours of schools employing educational television, team teaching, programmed teaching techniques, obtaining firsthand knowledge of the peoples and customs of other lands, etc.) Such observations may be made within the United States and/or foreign countries.

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

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

ARTICLE VII – LEAVE PROVISIONS (continued)

7.9.2 Eligibility

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

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

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

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

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

7.9.3 Length of Leave

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

7.9.4 Application Procedure

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

ARTICLE VII – LEAVE PROVISIONS (continued)

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

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

7.9.5 Compensation

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

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

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

ARTICLE VII – LEAVE PROVISIONS (continued)

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

7.9.6 Return from Leave

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

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

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

- A. The unit member shall return to a position comparable to that held when the Sabbatical Leave was taken.
- B. The unit member shall progress on the salary schedule in accordance with the rules and regulations established for experience credit on the salary schedule.
- C. The Sabbatical Leave shall count as service towards retirement provided that STRS accepts said credit.

ARTICLE VII – LEAVE PROVISIONS (continued)

7.9.7 Failure to Return or Observe the Sabbatical Leave Plan

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

7.10 MILITARY LEAVE

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

7.11 OTHER LEAVES WITHOUT PAY

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

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

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

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

ARTICLE VII – LEAVE PROVISIONS (continued)

7.15 DONATED SICK LEAVE FOR CATASTROPHIC ILLNESS AND ACCIDENTS

- Employees who are eligible for membership in LFT, CSEA and ALSA may participate.
- Any employee in one of the above groups may donate up to 10 days (80 hours) provided they have accrued at least 20 days of unused sick leave.
- Part time employees may also donate and receive sick leave days on an hour-for-hour basis.
- For the purposes of calculation, all full time employees will be considered eight hour employees.
- Donated sick leave days may be used retroactively up to 20 workdays from the receipt of the donation in Payroll Services. This limit may be extended under extenuating circumstances approved by the committee.
- A recipient may receive no more than 100 donated days per illness.
- This Donated Sick Leave Plan replaces all existing donated sick leave plans.
- The Donated Sick Leave Committee will review anonymous requests for catastrophic illnesses and accidents. If the committee deadlocks on approving eligibility for donated sick leave, the Assistant Superintendent, Human Resources will serve as the tie breaker.
- Employees requesting donated sick leave must provide the exact information regarding illness or accident which will be distributed to the committee by Payroll Services.
- The employee's name, will be circulated by the respective employee organization to eligible employees for donations, provided the employee grants express written consent to release his/her name. Otherwise, the organization will describe the need without the employee's name.
- Employees donating sick leave should use the back of the Absence Reporting Form to make a donation.
- Employees married to or in a domestic partnership with a Lompoc Unified School District employee may donate an unlimited amount of sick leave to their spouse/partner after the receiving spouse/partner has used all of their own sick leave. The donating spouse/partner must maintain a balance of ten (10) days.

ARTICLE VIII - EMPLOYEE SAFETY CONDITIONS

- 8.1 The District will make every attempt to provide safe working conditions.
- 8.1.1 Employees who feel they are being required to work under unsafe conditions or perform Tasks which endanger their health and/or safety shall report such conditions to the site administrator. The site administrator will take appropriate action as soon as feasible to correct the unsafe condition.
- 8.1.2 It is also agreed that employees are responsible for cooperating with all aspects of safety and health programs, including compliance with all rules and regulations, and for continuously practicing safety while performing their duties.
- 8.1.3 Verified claims for destruction or damage to personal items of employees while in the line of duty may be reimbursed to the employee in accordance with the law.
- 8.2 Any teacher who is threatened with bodily harm or who suffers bodily harm by an individual or group while carrying out his/her assigned duties shall promptly make a report to the principal who shall inform the Superintendent and the designated law enforcement authority.
- 8.2.1 In any reported assault case the District shall:
- A. Inform the teacher of his/her rights under the law in connection with assault, and
 - B. Pursue appropriate assistance in accordance with applicable law for any assault upon the teacher while acting in the discharge of his/her duties.
- 8.3 The District and the Federation agree to establish a District-wide Employee Safety Committee made up of Federation representatives, District administrators and representatives of the classified bargaining unit. Current laws and regulations will be reviewed and recommendations will be made for changes in Board Policy and Administrative Regulations. A report of findings will include relevant law, policies, regulations and procedures, as well as a means to educate and inform all interested parties.
- 8.3.1 Additionally, an Employee Safety Committee shall be established at all school sites with the responsibility of maintaining a safe environment for students and employees consistent with the District adopted Safe School Plan.
- 8.4 The District agrees to comply with all laws and policies regarding sexual harassment.

ARTICLE IX - HOURS

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

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

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

9.3 WORK DAYS

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

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

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

ARTICLE IX - HOURS (continued)

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

- 9.3.3 The professional responsibilities for an Independent Study teacher shall include the activities enumerated in 9.3. The professional workday for Independent Study Teachers shall be the same as that which is enumerated in 9.3.1 and 9.3.2. In the case of Mission Valley, the work site will be considered La Honda STEAM Academy.
- 9.3.4 Site administrators may require unit members to attend two mandatory staff meetings per month, one lasting no longer than 60 minutes and one lasting no longer than 40 minutes. If an employee needs to be absent from a mandatory staff meeting, the employee needs to inform their principal of the reason prior to the meeting or, in case of emergency, within 24 hours after the meeting. Employees who are absent from any meeting are responsible for the information shared at the missed meeting. A draft of meeting agendas for staff meetings, common minimum days, and professional learning communities will be sent to unit members at least 24 hours prior to the meeting (excluding weekends, holidays, and non-work days).
- 9.3.5 Unit members may be assigned leadership and supervision responsibilities for student organizations and activities. Mutual consent shall be required for assignment to the supervision of dances, rooter buses, and athletic events.
- 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:

		2021-22	
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 Media Specialist	195	
J.	Instructional Coaches	185	
K.	Nurses	195	
L.	Part Time Support Teacher	180	
M.	Psychologists	206	
N.	School Social Workers	206	
O.	Speech Therapists	195	
P.	Program Specialist	195	
Q.	Teachers (Regular Classroom)	185	
R.	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.
S.	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.
T.	Teacher Support Providers	190	

ARTICLE IX - HOURS (continued)

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

9.4 PROFESSIONAL LEARNING DAYS

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

9.4.1 An annual Professional Learning Day schedule for nurses, including the fulfillment of CPR requirements, shall be developed by the lead nurse, in collaboration with the District.

9.5 OPTIONAL CLASSROOM PREPARATION HOURS

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

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

9.5.3 Scheduling Secondary Resource and Learning Handicapped Students

Secondary sites earn ½ day of extra time per each FTE resource and learning handicapped unit member for the purposes of scheduling students at the beginning of the school year. Rate of pay is equal to the unit member's normal daily rate. This payment 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 3/7th of the substitute daily rate for each period of substitution and/or absorption, not to exceed 15/7th. 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	1/2 day substitute pay or 1/2 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	1/2 day substitute pay or 1/2 day equivalent time
Between 2 teachers	3/4 day substitute pay or 3/4 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 (4th) week of school. This date is to be placed on the District calendar.

ARTICLE IX - HOURS (continued)

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.

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 7th 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 7/7th, 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.

ARTICLE IX - HOURS (continued)

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.

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.

ARTICLE IX - HOURS (continued)

9.15 RAINY DAYS

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

9.16 DEPARTMENT CHAIR RELEASE TIME

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

9.17 INSTRUCTIONAL MINUTES

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

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

9.18 BANKED COLLABORATION TIME

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

ARTICLE IX - HOURS (continued)

- 1) Collaboration time shall focus primarily on student academic achievement and shall follow the Professional Learning Community (PLC) Model.
- 2) Each building leadership team shall work in collaboration together with the principal and their respective colleagues to develop specifics concerning PLC protocols, expectations and agendas for collaboration time.
- 3) Examples of PLC activities that would focus on student academic achievement could include (but are not limited to):

Creating common unit and/or daily lesson plans; common formative/summative assessments and pacing guides tied to Common Core Standards;

systems to track individual student progress, interventions, acceleration, and to support English Language Learners/

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

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

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

9.19 SITE-INITIATED MODIFICATION OF WORKING CONDITIONS

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

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

ARTICLE IX - HOURS (continued)

9.21 SUBSTITUTE LESSON PLANS

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

9.22 INDIVIDUALIZED EDUCATION PLANS (IEPs) RELEASE TIME

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

ARTICLE X – CLASS SIZE

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

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.

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.

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

- \$500 per student for the first two (2) students over the class size range
- \$800 per student for the third student over the class size range
- \$1200 per student for the fourth student over the class size range
- \$1700 per student for the fifth student over the class size range
- \$2300 per student for the sixth student over the class size range
- Any additional students after the sixth will receive the same monies as the sixth student or \$2300.

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

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

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

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

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

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

10.1.1.4 Each Kindergarten site team shall be provided 1 FTE of daily support, 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. The allocation ratio will not include additional sections that shall be provided by the District, including Special Education and Department Chairs. Additional sections beyond the allocation may be added by the District for purposes, such as, Career Technical Education, Aquarium, Activities and Athletic Director.

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 full time students to 1 - 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.

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

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.

ARTICLE X – CLASS SIZE (continued)

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

Counseling ratios will continue to follow the same pattern should enrollment increase beyond what is included in the tables above. Counseling ratios will be based on student projections as of May 31st of the current year. Adjustments to these ratios can only be done by mutual agreement between the Federation and the District.

10.4.3 Special Education Teacher – Special Education Paraeducator Ratio

The FTE allocation of Certificated Special Education teachers at a site and Special Education Paraeducators at a site shall be equivalent.

ARTICLE XI - COMPENSATION AND HEALTH AND WELFARE BENEFITS

- 11.1 Unit members will be paid according to the salary schedule attached as Appendix A-1, A-2, A- 3, A-4, B, C, D and E.
- 11.1.1 All employees located on steps that were eliminated are y-rated, or temporarily frozen, at their current salary amounts.
- 11.2 In addition the District will provide for each full-time bargaining unit member currently enrolled in a District provided medical plan, the amount equivalent to the highest individual plan (for the bargaining unit), or \$8,100, whichever is higher, per year, to be applied to the medical and dental premiums.
- 11.2.1 For the 2014-15 school year, the Federation and the District agree to offer the Blue Cross 100% PPO as the highest individual plan. A 90% plan, an 80% plan and a base plan will also be offered.
- 11.3 A less than full-time bargaining unit member shall receive a prorated benefit based on their annualized contractual full-time equivalent (FTE). They may either:
- (1) Elect a District medical plan and receive a prorated benefit based on 11.2, or
 - (2) Not elect a medical plan and receive a benefit up to \$3,936 prorated, that may be applied to other District plans and/or flex plans.
- 11.4 Effective with the 2006-07 school year, enrollment in one of the District medical plans, as a single, is mandatory for all full-time employees. Employees hired prior to July 1, 1994, and not enrolled in a District medical plan and taking the cash-in-lieu of health benefits, are exempt from mandatory enrollment and will receive \$3,936 per year.
- 11.5 DOMESTIC PARTNERS
- The employee and the partner must:
- A. be 18 years of age,
 - B. be engaged in a relationship of mutual caring and commitment,
 - C. have shared the same residence for a minimum of six months,
 - D. must be financially interdependent,

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

- E. not have any other Domestic Partner and must not have been married or had another Domestic Partner within the previous six months of the Affidavit of Domestic Partnership, and
- F. not be related to a degree that would prohibit legal marriage.

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

11.6 NEWLY CREATED POSITIONS

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

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

ARTICLE XII - EVALUATION PROCEDURES

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

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

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

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

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

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

12.3 PROFESSIONAL DEVELOPMENT REPORT (PDR) NOTIFICATION

Each unit member will be notified no later than September 30th of each year during which the unit member is to receive a regular evaluation, and shall meet with the evaluator no later than October 31st to review the evaluation objectives, guidelines, forms and procedures. The evaluator shall be the unit member's immediate supervisor or other management employee. 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 1st 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 15th. 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 15th 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)

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

ARTICLE XIII - PERSONNEL FILES

- 13.1 Each unit member shall have an official District personnel file which shall be maintained at the District Administration Office. Unit members have a right to reproduce any of the contents of the file except as expressed in Section 13.4.
- 13.2 Persons who place any materials in the official file shall sign and indicate appropriate dates relevant to such material.
- 13.3 Material in the personnel file of unit members which may serve as a basis for affecting the status of the unit member's employment is to be made available for the inspection of the unit member involved except as enumerated in Section 13.4.
- 13.4 Materials in the file shall not be made available to the unit member if they include ratings, reports, or records which
- A. were obtained prior to the employment of the unit member involved,
 - B. were prepared by identifiable examination committee members.
- 13.5 Information of a derogatory nature, except material enumerated in Section 13.4 shall not be entered or filed unless and until the unit member is given notice and has an opportunity to review and comment thereon. A member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon.
- 13.6 Every unit member shall have the right to inspect their file upon request, except material 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

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

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

ARTICLE XVII – CONCERTED ACTIVITIES

- 17.1 The Federation agrees that there will be no strike, or call for strike, work stoppage, walk-out, slow-down, picketing during the work day or refusal or failure to perform job functions and responsibilities by the Federation or by its officers or agents, including compliance with the request of other labor organizations to engage in such activity, during the term of this Agreement and until such time that it is expressly and legally rescinded.
- 17.2 The District and the Federation recognize through ratification of this Agreement, the duty and obligation of their representatives to comply with the provisions of this Agreement and will make every effort to encourage such compliance.
- 17.3 The Federation agrees that it will accept the legal consequences of any unlawful concerted 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

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

18.2 CRITERIA FOR LAYOFFS

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

18.3 TIE BREAKER

When two or more employees meet the same criteria, the Assistant Superintendent, Human Resources, another District designated person and two (2) LFT Executive Board members will be present for a random draw to determine placement on the seniority list for termination and/or 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
Lodene Blair, President
Lompoc Federation of Teachers

BY: Trevor E. McDonald
Trevor E. McDonald
Superintendent of Schools

DATE: May 5, 2020

DATE: May 5, 2020

RATIFIED BY

LOMPOC FEDERATION OF TEACHERS

BY: Lodene Blair
Lodene Blair, President
Lompoc Federation of Teachers

DATE: May 22, 2020

APPROVED BY

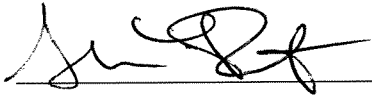
LOMPOC UNIFIED SCHOOL DISTRICT

BY: Steve Straight
Steve Straight, President
Board of Education

DATE: May 26, 2020

TENTATIVE AGREEMENT

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

BY: 

Skyler Petersen, President
Lompoc Federation of Teachers

BY: 

Dr. Debbie Blow
Interim Superintendent of Schools

DATE: November 1, 2022

DATE: November 1, 2022

RATIFIED BY

LOMPOC FEDERATION OF TEACHERS

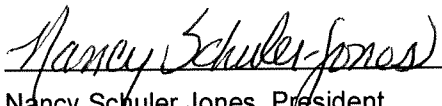
BY: 

Skyler Petersen, President
Lompoc Federation of Teachers

DATE: June 8, 2022

APPROVED BY

LOMPOC UNIFIED SCHOOL DISTRICT

BY: 

Nancy Schuler Jones, President
Board of Education

DATE: October 25, 2022

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 certificated staff on this schedule, one (1) step will be allowed for each full year of satisfactory service. Any certificated staff hired for the 2018-19 school year and onward will be granted unlimited years of service on the salary schedule. 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. Nurses shall be entitled to receive salary credit for undergraduate courses taken that pertain to nursing or the medical field and shall have them count toward movement 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%) or at least a 0.75 FTE 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.

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

B. Duties of the Reviewing Committee

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

IV. EXPERIENCE FOR EXTRA ASSIGNMENT

A. Athletics

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

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

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

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

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

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

V. SPECIAL ASSIGNMENTS

Annual Stipend

A. Department Chairpersons

1. \$1,362 plus an additional \$28 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: \$12,941

- 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)]

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

D. Elementary Teacher-in-Charge:

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

1. Base - \$1,362
2. \$34 per year for each full time bargaining unit member over 20. Shared teaching assignments count as one (1). This amount will be one-half (1/2) for schools with a second (2nd) full time or part time administrator.
3. Itinerant employees are not part of calculation (b).
4. The interview panel will consist of the principal and at least one teacher elected by staff by secret ballot.
5. The final selection of the Teacher(s)-in-Charge rests with the principal.
6. When reasonably possible, the appointment should be made in the month of April for the following school year.
7. Staffs may, by secret ballot, decide to have two (2) Teachers-in-Charge. In this case, the stipend would be equally divided. If a school so elects, the TC's will be responsible for watching each other's class when necessary.

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

- E. Elementary Combination Classes: Teachers teaching combination classes shall be compensated at a stipend of 10% of Step I – Column I of the teacher salary scale. In the event that there is a job share, where the combination class job is shared between two (2) teachers, the compensation will be based on FTE.
- F. Certified Athletic Trainer: \$17,085
- 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.

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

H. Summer School and Extended School Year (ESY)

When Summer School and ESY programs are offered, the following procedures will apply:

1. Summer School and ESY applications will be available in February.
2. If selected, teachers will be notified as soon as possible by Human Resources of their Summer School assignment.
3. Teachers selected for summer positions must commit to the entire duration of the summer program.
4. Teachers will be required to attend professional development not to exceed six (6) hours, unless by mutual agreement between the District and the Federation. This professional development may happen during the regular school year.
5. Teachers will be provided with equal hours for classroom preparation and closing, not to exceed six (6) hours for each.
6. In the event of a teacher absence, the teacher is responsible for securing a 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)

VI. SUPPLEMENTAL PAY RATES

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

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

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

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

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

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

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

VII. AGRICULTURE TEACHER AND AQUARIUM DIRECTOR

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

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

VIII. NEW TEACHERS

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

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. 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 \$2,682. 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 \$606. 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.

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

XI. 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.

XII. 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.

XIII. BENEFITS AND THE LAW

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

LOMPOC UNIFIED SCHOOL DISTRICT
Lompoc, California

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

2022-2023

Column	I	II	III	IV	V
	BA / BA + 15	BA + 30	BA + 45	BA + 60	BA + 75
Step					
1	55,831	59,218	62,603	65,989	69,374
5	60,412	63,800	67,184	70,569	73,956
7	64,996	68,381	71,766	75,152	78,538
9			78,920	82,306	85,692
11				86,887	90,273
13				89,177	92,563
15				90,567	93,952
18				91,957	95,340
21				93,345	96,730
24				94,737	99,360
27				96,124	100,113
30				97,428	101,574

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 \$1539 shall be added for a Master's Degree and an additional \$1539 for a Doctor's Degree. The Doctor's Degree shall be in a subject area commonly taught in the District.

Experience Credit: Any certificated staff hired for the 2018-19 school year and onward will be granted unlimited years of service on the salary schedule.

Effective Date: July 1, 2022

LOMPOC UNIFIED SCHOOL DISTRICT
Lompoc, California

Special Education Teacher Annual Salary Schedule
Adopted by the Board: August 9, 2022

2022-2023

Column	I	II	III	IV	V
	BA / BA + 15	BA + 30	BA + 45	BA + 60	BA + 75
Step					
1	56,737	60,178	63,618	67,059	70,499
5	61,393	64,835	68,272	71,714	75,154
7	66,050	69,490	72,929	76,371	79,811
9			80,200	83,640	87,082
11				88,297	91,736
13				90,623	94,064
15				92,036	95,475
18				93,448	96,887
21				94,859	98,299
24				96,272	100,970
27				97,684	101,736
30				99,008	103,221

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 \$1539 shall be added for a Master's Degree and an additional \$1539 for a Doctor's Degree. The Doctor's Degree shall be in a subject area commonly taught in the District.
Experience Credit:	Any certificated staff hired for the 2018-19 school year and onward will be granted unlimited years of service on the salary schedule.

Effective Date: July 1, 2022

LOMPOC UNIFIED SCHOOL DISTRICT
Lompoc, California

Teacher Support Provider Annual Salary Schedule
Adopted by the Board: August 9, 2022

2022-2023

Column	I	II	III	IV	V
	BA / BA + 15	BA + 30	BA + 45	BA + 60	BA + 75
Step					
1	57,340	60,818	64,294	67,773	71,249
5	62,046	65,524	68,998	72,476	75,955
7	66,753	70,230	73,705	77,184	80,660
9			81,053	84,530	88,008
11				89,236	92,712
13				91,588	95,065
15				93,015	96,491
18				94,441	97,917
21				95,867	99,343
24				97,296	102,045
27				98,723	102,819
30				100,060	104,318

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 \$1539 shall be added for a Master's Degree and an additional \$1539 for a Doctor's Degree. The Doctor's Degree shall be in a subject area commonly taught in the District.

Experience Credit: Any certificated staff hired for the 2018-19 school year and onward will be granted unlimited years of service on the salary schedule.

Effective Date: July 1, 2022

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: August 9, 2022

2022-2023

Column	I	II	III	IV	V
	BA / BA + 15	BA + 30	BA + 45	BA + 60	BA + 75
Step					
1	58,850	62,418	65,987	69,556	73,125
5	63,679	67,249	70,815	74,384	77,954
7	68,510	72,078	75,645	79,215	82,784
9			83,186	86,756	90,324
11				91,584	95,152
13				93,998	97,567
15				95,463	99,031
18				96,927	100,493
21				98,390	101,958
24				99,857	104,730
27				101,321	105,524
30				102,694	107,064

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 \$1539 shall be added for a Master's Degree and an additional \$1539 for a Doctor's Degree. The Doctor's Degree shall be in a subject area commonly taught in the District.
Experience Credit:	Any certificated staff hired for the 2018-19 school year and onward will be granted unlimited years of service on the salary schedule.

Effective Date: July 1, 2022

LOMPOC UNIFIED SCHOOL DISTRICT
Lompoc, California

Athletic Directors Annual Salary Schedule
Adopted by the Board: August 9, 2022

2022-2023

Column	I	II	III	IV	V
	BA / BA + 15	BA + 30	BA + 45	BA + 60	BA + 75
Step					
1	60,358	64,019	67,678	71,340	74,999
5	65,311	68,974	72,630	76,291	79,952
7	70,266	73,926	77,584	81,247	84,906
9			85,318	88,980	92,640
11				93,932	97,591
13				96,408	100,068
15				97,910	101,570
18				99,412	103,071
21				100,913	104,572
24				102,417	107,415
27				103,919	108,231
30				105,328	109,810

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 An additional \$1539 shall be added for a Master's Degree and an additional \$1539 for a Doctor's Degree. The Doctor's Degree shall be in a subject area commonly taught in the District.

Stipends

Experience Credit: Any certificated staff hired for the 2018-19 school year and onward will be granted unlimited years of service on the salary schedule.

Effective Date: July 1, 2022

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: August 9, 2022

2022-2023

Column	I	II	III	IV	V
	BA / BA + 15	BA + 30	BA + 45	BA + 60	BA + 75
Step					
1	63,376	67,220	71,062	74,906	78,749
5	68,576	72,421	76,262	80,106	83,949
7	73,779	77,621	81,464	85,308	89,150
9			89,585	93,429	97,272
11				98,629	102,472
13				101,227	105,072
15				102,806	106,647
18				104,383	108,225
21				105,959	109,802
24				107,538	112,787
27				109,114	113,642
30				110,594	115,300

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 \$1539 shall be added for a Master's Degree and an additional \$1539 for a Doctor's Degree. The Doctor's Degree shall be in a subject area commonly taught in the District.

Experience Credit: Any certificated staff hired for the 2018-19 school year and onward will be granted unlimited years of service on the salary schedule.

Effective Date: July 1, 2022

APPENDIX B - 206 Day Work Year

LOMPOC UNIFIED SCHOOL DISTRICT
Lompoc, California

Psychologist, Behaviorist & School Social Worker
Annual Salary Schedule
Adopted by the Board: August 9, 2022

2022-2023

Column	I	II
	BA + 60	BA + 75
Step		
1	100,270	103,696
2	100,764	104,189
3	101,350	104,776
4	102,133	105,560
5	103,115	106,540
8	104,194	107,620
11	105,275	108,700
14	106,354	109,781
17	107,438	110,862
20	108,517	111,942
23	109,598	113,023
26	110,678	114,103
29	111,757	115,185

Advanced Degree Stipends	An additional \$1539 shall be added for a Master's Degree and an additional \$1539 for a Doctor's Degree. The Doctor's Degree shall be in a subject area commonly taught in the District.
<hr/>	
Experience Credit:	Any certificated staff hired for the 2018-19 school year and onward will be granted unlimited years of service on the salary schedule.

Effective Date: July 1, 2022

LOMPOC UNIFIED SCHOOL DISTRICT
Lompoc, California

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

2022-2023

Step	
1	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 Degree Stipend:

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:

Any certificated staff hired for the 2018-19 school year and onward will be granted unlimited years of service on the salary schedule.

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, 2022

LOMPOC UNIFIED SCHOOL DISTRICT
Lompoc, California

Part Time Support Teacher (PTS) Salary Schedule
Adopted by the Board: August 9, 2022

2022-2023

Column	I	Hourly Rate	II	Hourly Rate
	BA / BA <45		BA / BA +45	
Step				
1	32,831	30.40	34,792	32.21
5	35,472	32.85	37,467	34.69
7	38,158	35.33	40,130	37.16

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 Date: July 1, 2022

EXTRA ASSIGNMENT SALARY SCHEDULE

APPENDIX E

Page 1 of 3

LEVEL I		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Coaches:	Football	4357	4841	5377
Assistant Coach Level I		3268	3632	4036
LEVEL II		3815	4240	4712
Band Director				
Senior High Spirit Leader				
Senior High Choral Director				
Senior High Dance Advisor				
Senior High Drama Coach				
Subject Coordinator				
Coaches:	Baseball			
	Basketball			
	Softball			
	Track			
	Water Polo			
	Wrestling			
Assistant Coach Level II		2865	3182	3535
LEVEL III		3270	3634	4038
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		2456	2728	3029
Skills USA Assistant Advisor				
Assistant Drama Coach				
Assistant Senior High Dance Advisor				
Assistant Senior High Spirit Leader				
Equipment Manager			5930	6582
LEVEL IV				
(does not qualify for double or longevity extra-curricular stipend)				
Middle School Band Director (per year)		1260	1574	1747

Effective Date: July 1, 2022

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 \$1,021, 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 \$715 per year. A unit member who qualifies will only receive one (1) stipend of \$715 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 \$715 per year at years 8-10, and additional \$715 at years 11 – 13 and an additional \$715 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	\$715
8 - 10	\$1,430 (\$715 x 2)
11 - 13	\$2,145 (\$715 x 3)
14+	\$2,860 (\$715 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 percentage shall be based on the largest regular stipend in the event the unit member serves in two co-curricular assignments participating in the CIF competition.

6. Coaching stipends may be split to meet the needs of a particular sport. However, in order to qualify for 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%.

7. Ford/AAA – Auto Skills Competition

If a team qualifies for the State Ford/AAA Auto Skills Competition, the advisor will receive a stipend of \$1,704. If they can qualify for the National Competition, the advisor will receive an additional stipend of \$1704.

8. Meal Per Diem

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

LOMPOC UNIFIED SCHOOL DISTRICT SCHOOLS

Elementary:

Arthur Hapgood Elementary
Buena Vista Elementary
Clarence Ruth Elementary
Crestview Elementary
La Cañada Elementary
La Honda Elementary STEAM Academy
Leonora Fillmore Elementary
Los Berros Visual and Performing Arts Academy
Miguelito Elementary

Secondary:

Lompoc Valley Middle School
Vandenberg Middle School
Cabrillo High School
Lompoc High School

Independent Study:

Mission Valley

Continuation:

Maple High School

Alternative:

Dr. Bob Forinash Community Day School