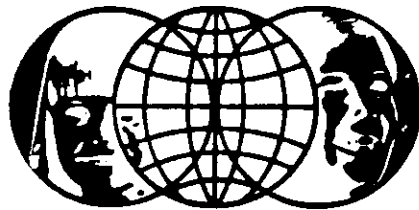


**LOMPOC UNIFIED
SCHOOL DISTRICT
and
LOMPOC FEDERATION
OF TEACHERS**



CERTIFICATED BARGAINING UNIT CONTRACT

2023-2026⁽¹⁾

Year 1 of 3-year Contract

TABLE OF CONTENTS

ARTICLE I - AGREEMENT	1
ARTICLE II - RECOGNITION	2
ARTICLE III - FEDERATION RIGHTS	3
ARTICLE IV - MANAGEMENT RIGHTS	8
ARTICLE V - GRIEVANCE PROCEDURE	9
5.1 DEFINITIONS	9
5.2 PROCEDURES	9
5.3 INFORMAL LEVEL	12
5.4 FORMAL LEVEL	12
5.4.1 LEVEL I	12
5.4.2 LEVEL II	13
5.4.3 LEVEL III	13
5.4.4 LEVEL IV	14
ARTICLE VI - TRANSFERS	16
6.2 VOLUNTARY TRANSFER	16
6.3 INVOLUNTARY TRANSFER	17
6.5 REASSIGNMENT WITHIN A SCHOOL	19
6.6 ADJUSTMENTS TO WORK PLACES OF ITINERANT CERTIFICATED EMPLOYEES.....	19
ARTICLE VII - LEAVE PROVISIONS	20
7.2 PERSONAL ILLNESS AND INJURY LEAVE	20
7.3 PREGNANCY DISABILITY LEAVE	23
7.4 CHILD REARING LEAVE	24
7.5 INDUSTRIAL ACCIDENT AND ILLNESS	24
7.6 PERSONAL NECESSITY LEAVE	25
7.7 BEREAVEMENT LEAVE	27
7.8 JURY DUTY	27
7.9 SABBATICAL LEAVE	28
7.9.1 PURPOSE	28
7.9.2 ELIGIBILITY	29
7.9.3 LENGTH OF LEAVE	30
7.9.4 APPLICATION PROCEDURE	30
7.9.5 COMPENSATION	30
7.9.6 RETURN FROM LEAVE	31
7.9.7 FAILURE TO RETURN OR OBSERVE THE SABBATICAL LEAVE PLAN	32

TABLE OF CONTENTS (continued)

7.10	MILITARY LEAVE	32
7.11	OTHER LEAVES WITHOUT PAY	33
7.15	DONATED SICK LEAVE FOR CATASTROPHIC ILLNESS AND ACCIDENTS	33
ARTICLE VIII - EMPLOYEE SAFETY CONDITIONS		35
ARTICLE IX - HOURS		38
9.1	SCHOOL YEAR FOR UNIT MEMBERS	38
9.3	WORK DAYS.....	38
9.4	PROFESSIONAL LEARNING DAYS	41
9.5	OPTIONAL CLASSROOM PREPARATION HOURS	41
9.6	CLASSROOM SUBSTITUTE COVERAGE.....	42
9.7	DUTY-FREE LUNCH.....	45
9.8	TEACHING TIME	45
9.9	SECONDARY TEACHERS TEACHING BEYOND CONTRACT MINUTES.....	46
9.10	MINIMUM DAYS.....	47
9.11	MINIMUM DAYS FOR CONFERENCES	47
9.12	PREPARATION/CONFERENCE PERIODS	47
9.13	PUPIL-FREE DAYS.....	47
9.14	PART TIME UNIT MEMBERS.....	47
9.15	RAINY DAYS.....	48
9.16	DEPARTMENT CHAIR RELEASE TIME	48
9.17	INSTRUCTIONAL MINUTES	48
9.18	BANKED COLLABORATION TIME.....	48
9.19	SITE-INITIATED MODIFICATION OF WORKING CONDITIONS	49
9.20	CHECK-OUT PROCEDURES	49
9.21	SUBSTITUTE LESSON PLANS.....	49
9.22	INDIVIDUALIZED EDUCATION PLANS (IEPs) RELEASE TIME.....	50
ARTICLE X – CLASS SIZE.....		51
ARTICLE XI - COMPENSATION AND HEALTH AND WELFARE BENEFITS		56
11.2	DISTRICT MONETARY ALLOWANCE FOR BENEFITS.....	56
11.3	LESS THAN FULL-TIME BARGAINING MEMBER	56
11.4	MANDATORY ENROLLMENT FOR FULL-TIME EMPLOYEES	56
11.5	DOMESTIC PARTNERS	56
11.6	NEWLY CREATED POSITIONS	57
11.7	VISION INSURANCE.....	57

TABLE OF CONTENTS (continued)

ARTICLE XII - EVALUATION PROCEDURES	58
ARTICLE XIII - PERSONNEL FILES	62
ARTICLE XIV - RESIGNATION	63
ARTICLE XV – STAFF LOUNGE	63
ARTICLE XVI - SAVINGS	63
ARTICLE XVII – CONCERTED ACTIVITIES.....	63
ARTICLE XVIII – SENIORITY LIST AND EFFECTS OF LAYOFFS	64
ARTICLE XIX – EFFECT OF AGREEMENT	64
ARTICLE XX – CONCLUSIVENESS OF AGREEMENT	65
ARTICLE XXI – SUPPORT OF AGREEMENT	65
APPENDIX A - RULES AND REGULATIONS - CERTIFICATED NON-MANAGEMENT SALARY SCHEDULE	67
I. COMPENSATION	67
II. PLACEMENT ON SCHEDULE.....	67
III. REVIEWING COMMITTEE	71
IV. EXPERIENCE FOR EXTRA ASSIGNMENT	72
V. SPECIAL ASSIGNMENTS	73
A. DEPARTMENT CHAIRPERSONS	73
B. ATHLETIC DIRECTORS	73
C. DISTRICT LEAD NURSE AND LEAD PSYCHOLOGIST.....	73
D. ELEMENTARY TEACHER-IN-CHARGE	74
E. ELEMENTARY COMBINATION CLASSES	74
F. CERTIFIED ATHLETIC TRAINER.....	74
G. CONCURRENT ENROLLMENT	75
H. SUMMER SCHOOL AND EXTENDED SCHOOL YEAR (ESY).....	75
VI. SUPPLEMENTAL PAY RATES.....	76
VII. AGRICULTURE TEACHER AND AQUARIUM DIRECTOR	77
VIII. NEW UNIT MEMBERS.....	77
IX. PART TIME SUPPORT (PTS) TEACHERS	77
X. TRAVEL COMPENSATION/STIPEND.....	78
XI. UNIVERSITY MENTORING STIPEND	79
XII. OVERNIGHT FIELD TRIPS	79
XIII. BENEFITS AND THE LAW	79

APPENDICES A THROUGH G

APPENDIX A - 185 DAY WORK YEAR
TEACHER ANNUAL SALARY SCHEDULE 80

APPENDIX A - 188 DAY WORK YEAR
TEACHER ANNUAL SALARY SCHEDULE (SPECIAL EDUCATION) 81

APPENDIX A - 190 DAY WORK YEAR
TEACHER SUPPORT PROVIDER ANNUAL SALARY SCHEDULE 82

APPENDIX A - 195 DAY WORK YEAR
ACTIVITIES DIRECTOR, CERTIFIED ATHLETIC TRAINER, COUNSELOR, EDUCATION
TECHNOLOGY MEDIA SPECIALIST, NURSE, PROGRAM SPECIALIST ANNUAL SALARY
SCHEDULE 83

APPENDIX A - 200 DAY WORK YEAR
ATHLETIC DIRECTORS ANNUAL SALARY SCHEDULE 84

APPENDIX A - 210 DAY WORK YEAR
AGRICULTURE TEACHER, AQUARIUM DIRECTOR, DISTRICT LEAD NURSE SALARY
SCHEDULE 85

APPENDIX B - 206 DAY WORK YEAR
PSYCHOLOGIST, BEHAVIORIST, SOCIAL WORKER II ANNUAL SALARY SCHEDULE 86

APPENDIX C - 195 DAY WORK YEAR
SPEECH THERAPIST ANNUAL SALARY SCHEDULE 87

APPENDIX D – 205 DAY WORK YEAR
SOCIAL WORKER I 88

APPENDIX E - 180 DAY WORK YEAR
PART TIME SUPPORT (PTS) TEACHERS SALARY SCHEDULE 89

APPENDIX F - EXTRA ASSIGNMENT SALARY SCHEDULE..... 90

APPENDIX G - FISCAL EMERGENCY 94

APPENDIX H - LOMPOC UNIFIED SCHOOL DISTRICT SCHOOLS 95

1 ARTICLE I - AGREEMENT

2 1.1 This Agreement is made and entered into this 25th day of June, 2024 between the Lompoc
3 Federation of Teachers, Local 3151, CFT/AFT, (hereinafter referred to as "Federation"), and the
4 Lompoc Unified School District, (hereinafter referred to as "District"), pursuant to the Educational
5 Employment Relations Act (hereinafter referred to as "EERA") commencing at Government Code,
6 Section 3540.

7 1.2 This Agreement shall remain in full force and effect from the date ratified by the Federation and
8 the District up to and including June 30, 2026.

9 1.3 For the period covering the 2023-2024 and 2024-2025 school year, the District and Federation
10 shall negotiate Years One and Two of the three-year contract, and compensation for Year Two
11 (2024-2025). Both the District and the Federation shall submit in writing articles to reopen to one
12 another for negotiations by October 1, 2023. During the 2022-2023 school year, compensation
13 was negotiated for the 2023-2024 school year.

14 1.4 For the period covering the Year Three (2025-2026) school year, there shall be reopener
15 negotiations on Article XI – Compensation and Benefits and two additional Articles of each party's
16 choice. Both the District and the Federation shall submit in articles to reopen to one another for
17 negotiations by October 1, 2024.

18 1.5 By October 1, 2025, the District and the Federation shall submit in writing articles to open to the
19 other party for negotiations of a new agreement that will take effect in the contract year beginning
20 on July 1, 2026.

21 ARTICLE II - RECOGNITION

22 2.1 The District recognizes the Federation as the exclusive representative for purposes of the Rodda
23 Act (GOVERNMENT CODE, Section 3540, et seq., Title I, Division 4, Chapter 10.7) for that unit
24 of employees certified by the Public Employment Relations Board in Case No. LA-R- 38, 268 as
25 follows:

26 2.1.1 All regular, full-time and part-time, temporary, probationary and permanent certificated
27 employees, all special contract employees within the meaning of EDUCATION CODE,
28 Section 44909, and all subject coordinators, but excluding adult education teachers,
29 home/hospital teachers, substitutes, all other employees, management, supervisory and
30 confidential employees.

31 2.2 The Federation and the District agree that this represents the appropriate unit and that it will not
32 seek by any means, including but not limited to any Public Employment Relations Board
33 proceedings, to amend or change in any way the unit described herein. Nothing agreed to herein
34 will prevent adjustments to the unit to be made upon mutual agreement of the District and the
35 Federation.

36 2.3 Disputes concerning this Article shall be resolved by the Public Employment Relations Board in
37 accordance with the procedures specified under its rules and Section 3540, et seq., of the
38 GOVERNMENT CODE.

39 ARTICLE III - FEDERATION RIGHTS

40 3.1 The Federation shall have the right to communicate with members of the bargaining unit as
41 follows:

42 3.1.1 All Federation meetings will be conducted by unit members or Federation officials outside
43 established work hours as defined in the Article in this Agreement regarding Hours, and
44 will be conducted in places other than District property, except when:

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

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

50 3.1.2 Federation representatives shall have the right to visit unit members provided there is no
51 interruption in the teaching/learning process such as a class in session, including
52 planning activities or a conference with parents, students or other staff members.
53 Representatives shall make their presence known to the appropriate authority in the
54 school.

55 3.1.3 The Federation shall have the right to use the District's mail system, e-mail and/or
56 mailboxes in and between school and administration sites for the purpose of
57 communicating with employees. Such material will be distributed by building
58 representatives or a Federation designee at each school. The contents of these materials
59 will be consistent with current Board Policies.

60 3.1.4 The District agrees to provide bulletin board space of adequate size in each school for
61 Federation use subject to the following conditions:

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

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

67 ARTICLE III - FEDERATION RIGHTS (continued)

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

70 3.1.5 The District shall provide space on the District's website for the Federation to publish
71 Federation communication to members and the public at large.

72 3.1.6 The Federation shall have the right to hold local site meetings with unit members outside
73 their work hours (as defined in Article IX - Hours) provided there is no interruption in the
74 educational program, such as a conference scheduled or in progress.

75 3.1.7 Representative(s) of the Federation shall be provided time, if needed, for the purpose of
76 providing announcements following the conclusion of each regularly scheduled staff
77 meeting.

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

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

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

84 Representatives of the Federation shall be permitted to make a presentation of up to sixty
85 minutes and present written materials to any employee participating in such orientation.

86 Federation representatives shall have release time without loss of compensation to
87 attend new employee orientations, if they occur during a school day. The District is
88 responsible for constructing the agendas for all new employee orientations.

89 3.2.3 The District shall provide the Federation the following information (a) name; (b) job
90 title; (c) department; (d) work location; (e) work, home and personal cellular telephone
91 number; (f) personal email address; and (g) home address by the third working day of the
92 month following their hiring.

93 ARTICLE III - FEDERATION RIGHTS (continued)

94 3.2.4 The District shall provide by the first day of school the same information as in 3.2.3 for all
95 employees, and then every 120 days after the first day of school or as requested.

96 3.3 The Federation has the right, upon request, to consult on the definition of educational objectives,
97 determination of content of courses and curriculum and the selection of textbooks as defined in
98 GOVERNMENT CODE, Section 3543.2.

99 3.4 The District shall provide electronic copies of the Agreement, amendments or addenda thereto for
100 all unit members.

101 3.5 The District shall email to the Federation a copy, in PDF format, of the Board of Education
102 agenda and minutes as soon as they are posted on the District website.

103 3.6 Commencing on July 1 of each year, the District shall credit the Federation with 15 days of
104 District paid Federal Release time to be used for Federation business. These hours shall not
105 accrue beyond June 30 of each year. Release time shall be used at the discretion of the chapter
106 as authorized by the President (or designee) for purposes of Federation events, trainings,
107 conferences or official Federation business. The Federation may purchase twenty (20) days of
108 release time for Federation business not inconsistent with this Agreement at a cost not to exceed
109 that of a substitute teacher.

110 3.7 The Federation and the District shall meet on a monthly basis for the purpose of articulation of the
111 contract, as well as discussion relating to pertinent areas of the contract, vis-à-vis interpretation
112 and implementation. Such meetings shall include members of the Federation and District Cabinet
113 and other employees as needed. By mutual consent, meetings may be scheduled more
114 frequently. At the school site level, similar meetings as the above shall be held if mutually agreed
115 to by the building site principal and a Federation representative.

116 3.8 MAINTENANCE OF MEMBERSHIP

117 As the exclusive bargaining agent, the Federation shall have the sole and exclusive right to have
118 membership dues deducted by the District for employees who voluntarily join the union. The
119 Federation shall provide the District with a copy of the unit member's application authorizing
120 payroll deductions of membership dues and any COPE contributions. Pursuant to such

121 ARTICLE III - FEDERATION RIGHTS (continued)

122 authorization, the District shall deduct one eleventh (1/11) of such dues from the regular salary
123 check of the unit member each month for eleven (11) months. The submission of new, changed,
124 or discontinued deductions on or before the nineteenth(19th) day of each month will go into effect
125 with the subsequent pay warrant. Submission of the deduction after the nineteenth (19th) day of
126 each month will go into effect with the second (2nd) subsequent pay warrant.

127 This dues deduction authorization shall remain in effect unless revoked by the unit member by
128 providing written notice to the Federation President via U.S. mail (P.O. Box 1348, Lompoc, CA
129 93438) or an email from the unit member's district email account within 15 days before or after (1)
130 the annual anniversary date of signing their union membership agreement or (2) the termination
131 of the applicable collective bargaining agreement between the District and the Federation. This
132 dues deduction authorization will renew automatically from year to year unless the unit member
133 revokes it during one of the above window periods and as required by the Federation's policies
134 and outlined in this Article. The District shall rely solely on information provided by the Federation
135 regarding whether dues or COPE deductions are maintained, changed or cancelled. This dues
136 authorization is voluntary and is not a condition of employment.

137 The District and Federation agree that any unit member who is a member of the Federation or
138 who becomes a Federation member during the term of this Article must maintain membership so
139 long as the unit member remains a member of the bargaining unit or is re-employed by the
140 District, unless they revoke their membership during on of the above window periods. Federation
141 members who transfer to positions outside the bargaining unit and later return to a bargaining unit
142 position, without a break in employment with the District, will resume Federation membership and
143 dues deductions without filling out a new dues deduction authorization.

144 3.8.1 With respect to all membership dues deducted by the District, the District agrees
145 promptly to remit such monies to the Federation accompanied by an alphabetical list of
146 unit members for whom such deductions have been made, indicating any changes in
147 personnel from the list previously furnished. There shall be no charge to the Federation
148 for such deductions.

149 ARTICLE III - FEDERATION RIGHTS (continued)

150 3.8.2 It is the unit member's responsibility to notify the Federation if they believe their
151 deductions are incorrect or if they are no longer in the bargaining unit represented by the
152 Federation. In the event a unit member contacts District personnel directly regarding
153 payroll deductions, the unit member will be referred to the Federation President.

154 3.9 The District shall deduct from the pay of unit members District approved credit union contributions
155 and District approved group insurance premiums voluntarily authorized in writing by the unit
156 member on a District form.

157 3.10 The Federation shall indemnify and hold the District harmless from any and all claims, demands,
158 suits or any liability arising out of Sections 3.8, 3.9 and 3.10 of this Article.

159 3.11 The District and the Federation agree to grant an LFT-elected representative reimbursed release
160 time to represent the Federation on a part-time or full-time basis. The following conditions will
161 prevail:

162 A. The Federation agrees to reimburse the District for the replacement cost of the LFT
163 representative at the rate of the least costly unit member district-wide who can teach the
164 same assignment as the released representative.

165 B. The District will bill the Federation on a monthly basis for the cost. The Federation will
166 have fifteen (15) days from the date of billing to deliver payment to the District.

167 C. The LFT Representative granted the reimbursed release time is guaranteed to return to
168 the same school and to the same position (or to choose any other school with an open
169 position) with the same status and benefits previously held. Seniority shall continue to
170 accrue.

171 D. The Federation shall notify the District by April 1 of each year of who shall be utilizing the
172 LFT release time and whether it will be full-time or part-time.

173 E. Exceptions or modifications to the terms of this Section may be made on an annual basis,
174 by mutual agreement between the Federation and the District. The parties will endeavor
175 to agree to such changes by April 1st of each year.

176 ARTICLE IV - MANAGEMENT RIGHTS

177 4.1 The District shall retain all rights, authorities, and duties conferred upon and vested in it by the
178 Laws and Constitutions of the United States and the State of California. Such rights, authorities,
179 and duties include the right to determine and administer policy and may be limited only by the
180 terms of this contract.

181 4.2 The District reserves the exclusive right and responsibility to direct, manage and control to the full
182 extent authorized by law or as agreed upon by the terms of this contract; e.g., determine its
183 organization; direct work of its unit members; determine the times and hours of operation;
184 determine the kinds and levels of services to be provided, and the methods and means of
185 providing them; establish its educational policies, goals and objectives; insure the rights and
186 educational opportunities of students; determine staffing patterns; determine the number and
187 kinds of personnel required; maintain the efficiency of District operations; determine the
188 curriculum; build, move or modify facilities; establish budget procedures and determine budgetary
189 allocation; determine the methods of raising revenue; contract out work; and take action on any
190 matter in the event of an emergency in accordance with law. In addition, the District retains the
191 right to hire, classify, assign, evaluate, reward, promote, terminate, take appropriate action
192 against or in support of unit members and any other specific responsibilities enumerated to the
193 full extent authorized by law.

194 4.3 In the event of an emergency, the District shall have the right to take immediate action as may be
195 necessary to protect the health, welfare and/or safety of its pupils and/or employees of the
196 District. An emergency is defined as an unforeseen occurrence or occasion.

197 4.4 The determination of whether or not an emergency exists is solely within the discretion of the
198 Board and is expressly excluded from the provisions of Article V - Grievance Procedures.

199 ARTICLE V - GRIEVANCE PROCEDURE

200 5.1 DEFINITIONS

201 5.1.1 A "grievance" is a formal written allegation concerning a violation of this agreement
202 by an individual unit member, group of unit members, or the Federation, who has
203 been adversely affected by a violation, misapplication or misinterpretation of a
204 specific provision of this Agreement. Actions to challenge or change the policies of
205 the District as set forth in the rules and regulations or administrative regulations and
206 procedures, not addressed by this Agreement, must be undertaken under separate
207 legal processes.

208 5.1.2 A "day" is a day in which the Central Administration Office of the District is open for
209 business.

210 5.1.3 The "immediate supervisor" is the lowest level building administrator having
211 immediate jurisdiction over the grievant who has been designated by the District to
212 adjust grievances.

213 5.1.4 The "appropriate administrator" is the Assistant Superintendent, Human Resources
214 and/or the administrator who has jurisdiction over the area where the grievance
215 originated.

216 5.1.5 The "grievant" is an individual unit member, group of unit members, or the
217 Federation.

218 5.2 PROCEDURES

219 5.2.1 A unit member or group of unit members may at any time present grievances to the
220 District and have such grievances adjusted without the intervention of the Federation,
221 provided that the District shall not agree to a final resolution of the grievance until the
222 Federation has received a copy of the grievance and the proposed resolution and
223 has been given the opportunity to file a response. Said response shall be filed by the
224 Federation within twenty (20) days following receipt.

225 5.2.2 The filing or pendency of any grievance shall in no way operate to impede, delay or
226 interfere with the right of the District to take action.

227 ARTICLE V - GRIEVANCE PROCEDURE (continued)

228 5.2.3 Failure to comply with time limits, to attend scheduled meetings to discuss or hear
229 the grievance, or to provide requested information at the grievant's disposal relating
230 to the subject matter of the grievance shall be deemed a termination of the grievance
231 by the unit member.

232 5.2.4 The grievant has right to be present at each step of the grievance procedure.

233 5.2.5 Both the grievant and the administrative staff who are involved in the conferences,
234 investigations, and review procedures prescribed herein, shall have the right starting
235 at Level I to have assistance of counsel or one representative and at the informal
236 level the unit member shall have the right to be accompanied and represented by a
237 unit member. At least twenty-four (24) hours notice shall be given to all parties
238 concerned when it is the intention of any person to be accompanied by such
239 representative. The notice shall designate who such representative shall be. Such
240 notice may be waived by express advance mutual agreement. Release time shall be
241 limited solely to the provisions of Section 5.2.6 of this Article.

242 5.2.6 The Federation shall receive release time for designated Federation members to
243 serve as representatives for the processing of grievances past Level I, subject to the
244 following conditions:

245 A. The Federation shall notify the District of the names of two (2) designated
246 representatives within thirty (30) days of the first contracted day of each
247 school year. The Federation shall inform the District in a timely manner of
248 any changes that may occur during the school year.

249 B. Twenty-four (24) hours prior to release from duties for grievance processing,
250 as enumerated in Section 5.2.6.C (below), the designated representative
251 shall inform the site administrator in order that an adequate substitute may
252 be obtained, if necessary.

253 ARTICLE V - GRIEVANCE PROCEDURE (continued)

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

258 5.2.7 The Assistant Superintendent, Human Resources shall monitor and facilitate the
259 processing of grievances. A grievance shall be submitted on the appropriate form
260 provided by the District.

261 5.2.8 A grievant's failure at any step of this procedure to appeal a grievance to the next
262 level within the specified time limit, shall be deemed a termination of the grievance.

263 5.2.9 Grievances can only be initiated or appealed by the grievant.

264 5.2.10 A grievance not initiated within twenty (20) days after the occurrence of the act,
265 condition or omission on which the grievance is based, shall be considered as
266 waived. Except where there are fewer than twenty (20) days remaining on the
267 teacher professional calendar after the occurrence of the act, condition or omission
268 on which the grievance is based, it is understood by all parties that the balance of
269 these remaining days move to the beginning of the next immediate professional
270 calendar date.

271 5.2.11 Group Grievance - If the grievance involves more than one unit member, and
272 involves substantially the same claims, facts and times, the grievances may be
273 submitted as a group grievance. The Federation must clearly identify the individuals
274 in the group or groups for whom a group grievance is being filed, in order to facilitate
275 a reasonable response to the issues of said group. The District may administer such
276 grievance as a group grievance.

277 5.2.12 Time limits may be extended at any level by Agreement between the Superintendent
278 or designee and the Federation.

279 5.2.13 If the Federation is representing the grievant, the decision at each level will also be
280 communicated in writing to the Federation within the time limit.

281 ARTICLE V - GRIEVANCE PROCEDURE (continued)

282 5.2.14 All documents pertaining to a grievance shall be maintained in a file separate from
283 the bargaining unit member's personnel file. The grievant and the Federation
284 representative may inspect the material contained in this file during regular business
285 hours, in the presence of a Human Resource representative. The grievant or the
286 Federation shall give the District a twenty-four hour (24) notice of intent to view the
287 files.

288 5.2.15 No reprisals of any kind shall be taken by the District against a grievant or person
289 who assisted the grievant by reason of a person being a grievant or person who
290 assisted the grievant.

291 5.3 INFORMAL LEVEL

292 5.3.1 Before filing a formal written grievance, the grievant shall attempt to resolve it by an
293 informal conference with the grievant's immediate supervisor.

294 5.4 FORMAL LEVEL

295 5.4.1 LEVEL I

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

309 ARTICLE V - GRIEVANCE PROCEDURE (continued)

310 does not respond within the time limits, the grievant may appeal to the next level.

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

313 5.4.2 LEVEL II

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

321 5.4.3 LEVEL III

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

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

337 ARTICLE V - GRIEVANCE PROCEDURE (continued)

338 shall designate who such representative shall be. Such notice may be waived by
339 express advance mutual agreement.

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

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

345 5.4.4 LEVEL IV

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

354 The hearing officer shall hold a hearing at the earliest possible time. At least five (5)
355 days' notice will be given to all parties of the time and place of the hearing. The
356 jurisdiction of the hearing officer shall be confined to a determination of the facts and
357 the interpretation of the provision of this Agreement. The hearing office will have no
358 power to add to, subtract from, or modify the terms of this Agreement or the written
359 policies, rules, regulations, and procedures of the District. Witnesses will be assured
360 that their testimony is confidential.

361 The District shall make available all witnesses necessary for the arbitration and the
362 hearing shall be conducted during normal business days.

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

365 ARTICLE V - GRIEVANCE PROCEDURE (continued)

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

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

376 ARTICLE VI – TRANSFERS

377 6.1 A transfer shall be defined as an assignment of a unit member to another school site within
378 the same position classification.

379 6.1.1 If a certificated employee receives an unsatisfactory evaluation, the unit member may
380 not be voluntarily, or involuntarily, transferred to another site or school without the
381 written approval of the Superintendent or designee.

382 6.2 VOLUNTARY TRANSFER

383 6.2.1 The Human Resources Department shall compile a list of actual openings for the
384 following school year no later than the 8th working day in May. Openings will be
385 posted at each school site and an e-mail will be sent to each bargaining unit
386 member's district e-mail account. Any openings that occur after the initial posting will
387 be sent to each bargaining unit member's district e-mail account as soon as the
388 openings occur. Openings that occur after July 15 will not be posted for voluntary
389 transfers to help facilitate last minute staffing for the coming new school year.

390 6.2.1.1 Unit members who are eligible may apply for the various openings on this list
391 up to and including the 3rd working day following each posting, provided they
392 qualify for the posted position. When in the judgment of the District all factors
393 are best for school site, unit members will be placed in vacant positions
394 before newly hired employees. Unit members must contact directly the site
395 administrator at the school where the opening exists.

396 6.2.3 Vacancies that occur after the beginning of the school year and are filled by
397 temporary teachers will be considered open the following year for the purpose of
398 meeting posting requirements described in this section.

399 6.2.4 Transfers will be considered based on all of the following criteria:

- 400 A. Balancing of staff with respect to experience, special skills and talents.
- 401 B. Competence.
- 402 C. Educational and subject needs.
- 403 D. Legal requirements of the District.

404 ARTICLE VI – TRANSFERS (continued)

405 E. Length of successful service in the District.

406 F. Adjustment to meet teacher/pupil ratios.

407 6.2.5 The administrator shall invite a teacher/designee or department head to be involved
408 in the interview process. The final decision lies with the administrator.

409 6.2.6 Applicants listed in this section shall be notified after the position is filled.

410 6.2.7 A unit member denied a voluntary transfer may request a meeting with the following
411 people present: the unit member, a Federation representative, the Assistant
412 Superintendent, Human Resources and such additional management personnel as
413 the Assistant Superintendent, Human Resources deems is appropriate for the
414 purpose of providing the unit member with the reasons for the denial of the transfer.

415 6.3 INVOLUNTARY TRANSFER

416 6.3.1 Involuntary transfers shall not be punitive in nature and shall be based on the
417 legitimate, educationally related needs of the District. The District shall seek
418 volunteers from the school where the reduction needs to occur before involuntarily
419 transferring the least senior member of the staff. If a vacancy occurs up to five (5)
420 days before the beginning of the school year at the site from which the teacher was
421 transferred, the transferred teacher may return to the school of origin. The Federation
422 will be contacted before any involuntary transfers are made. District seniority will be
423 the primary consideration.

424 However, required credentials for the school of origin and the receiving school may
425 take precedence. Exceptions can be made under special circumstances when
426 agreed to by the District and the Federation. No one teacher shall be involuntarily
427 transferred more than three times without mutual consent of the District and the
428 Federation.

429 6.3.2 Exceptions can be made under special circumstances when agreed to by the District
430 and the Federation.

431 ARTICLE VI – TRANSFERS (continued)

432 6.3.3 Notice of involuntary transfers shall be given in writing along with reasons to the unit
433 member as soon as possible and not later than five (5) days from the last day of
434 school for teachers. The District may make exceptions to the five-day rule on a case
435 by case basis. Transfers made because of overstaffing which occur after this date
436 shall not be subject to this deadline.

437 6.3.4 Teachers designated to be involuntarily transferred shall have the right to indicate
438 preferences from the list of all openings as indicated in Section 6.2.1. The District and
439 the Federation will consult on each of the involuntary transfers before they are made.
440 The final decision lies with the District.

441 6.3.5 An employee who was involuntarily transferred from a worksite or program due to
442 declining enrollment or program elimination will be given priority consideration to
443 return to that work site or program for up to three years from date of transfer if a
444 vacancy should occur or the program is reinstated. The employee must be properly
445 credentialed and highly qualified for said vacancy.

446 6.3.6 A teacher who is involuntarily transferred after the start of the school year to a new
447 site, shall be allowed three (3) working days to facilitate the move without students.

448 6.4 Any grievance arising from this Article filed under the Grievance Procedure Article of this
449 Agreement shall be limited to a claim that the procedures or provisions of Section 6.3.5 of this
450 Article regarding voluntary and involuntary transfers have not been followed. No grievance
451 arising under the Grievance Procedure of this Agreement shall challenge the reasons,
452 standards or criteria for a transfer. Lompoc Unified School District Administrative Regulation.
453 AR4144 Complaints shall be the mechanism for addressing concerns which are excluded
454 from the grievance procedure in this Article. An employee may be represented at all stages of
455 the conflict resolution procedure by him/herself or, at his/her option, by a representative
456 selected by the Federation.

457 ARTICLE VI – TRANSFERS (continued)

458 6.5 REASSIGNMENT WITHIN A SCHOOL

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

462 6.6 ADJUSTMENTS TO WORK PLACES OF ITINERANT CERTIFICATED EMPLOYEES

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

468 ARTICLE VII – LEAVE PROVISIONS

469 7.1 The benefits which are expressly provided by this Article, are the leave benefits which are a
470 part of this Agreement, and it is agreed that other statutory or regulatory leave benefits are
471 not incorporated either directly or implied into this Agreement, nor are such other benefits
472 subject to Article V - Grievance Procedure.

473 7.1.1 In the event of suspected abuse of sick leave or other leaves by a unit member, the
474 District may issue a warning that future abuses by said unit member may cause the
475 District to require a doctor's verification of claimed illnesses or verification of other
476 claims. In specific instances that appear to be a work stoppage, sick-in or withholding
477 of services by employees, the Superintendent or designee may request for any days
478 or hours of claimed sick leave or other leaves, that employees shall provide
479 additional verification of illness or other claims. The form of verification may include,
480 but not be limited to, a doctor's verification of illness, verification by employee's
481 affidavit, or other appropriate means. The determination of whether or not a specific
482 instance warrants a request for additional verification is solely at the discretion of the
483 Superintendent.

484 7.2 PERSONAL ILLNESS AND INJURY LEAVE

485 7.2.1 It is understood and agreed that use of paid illness leave under Section 7.2 is
486 reserved to instances where an employee, due to illness or accident, is unable to
487 perform his/her assigned duties.

488 7.2.2 Unit members employed full-time for a year of contracted service (as defined in
489 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

490 Unit members employed part-time for a year of contracted service (as defined in Article
491 9.2) shall be entitled to that portion of their Leave of Absence for illness or injury.

492 ARTICLE VII – LEAVE PROVISIONS (continued)

493 7.2.3 Unused sick leave shall be accumulated from year to year.

494 7.2.4 Extended Sick Leave (Education Code Sections 44977 and 44978.1)

495 During each school year, when a member of the bargaining unit has exhausted all
496 available sick leave, including all accumulated sick leave, and continues to be absent
497 from his or her duties on account of illness or accident for an additional period of one
498 hundred (100) work days, whether or not the absence arises out of or in the course of
499 employment, the amount deducted from the salary due him or her for any of the
500 additional one hundred (100) work days in which the absence occurs shall not
501 exceed the sum that is actually paid a substitute employee employed to fill his or her
502 position during his or her absence or, if no substitute employee was employed, the
503 amount that would have been paid to the substitute had he or she been employed.
504 For purposes of this provision, sick leave, including accumulated sick leave and the
505 one hundred (100) work days period shall run consecutively. An employee shall not
506 be provided more than one (1) one hundred (100) work day period per illness or
507 accident. However, if a school year terminates before the one hundred (100) work
508 day period is exhausted, the employee may take the balance of the one hundred
509 (100) work day period in a subsequent school year. No other paid or partial paid
510 illness or accident leave shall be granted by the District.

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

521 ARTICLE VII – LEAVE PROVISIONS (continued)

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

528 7.2.5 An illness leave of absence with pay shall be granted only after certification of the
529 disability has been received by Human Resources from the unit member’s physician
530 or licensed health practitioner. Verification certifying the disability and inability to
531 perform regular assigned duties must be submitted on the District’s form, stating the
532 expected date of delivery and period of disability. Monthly statements from the unit
533 member’s physician are required as to whether the unit member continues to be
534 disabled and unable to perform the required duties of the position. Leave shall begin
535 whenever the unit member is physically disabled to the point where the normal duties
536 required of the position cannot be carried on or performed effectively, and shall be
537 continued only for the length of the period of such physical disability. Unit members
538 who remain on duty during pregnancy shall be required to perform all duties and
539 responsibilities as established for the assignment.

540 7.2.6 To be eligible to apply for sick leave absence with pay, the unit member shall be in
541 paid status and scheduled for work on the day of absence.

542 7.2.7 Unit members must notify the District of absence as soon as the necessity to be
543 absent becomes known to the unit member but in no instance later than two (2) hours
544 before reporting time on the day of absence. A unit member desiring to cancel a
545 reported absence shall notify the District as soon as possible but no later than two (2)
546 hours prior to reporting on the day of return. The District may waive this requirement
547 in case of an emergency.

548 7.2.8 A verification of illness may be required on District forms.

549 ARTICLE VII – LEAVE PROVISIONS (continued)

550 7.2.9 Periodic medical reports may be required during the extended absence of a unit
551 member. Unit members returning to work from illness absence involving surgery,
552 serious illness or extended absence, shall be required to present a physician's
553 release verifying medical permission to return to work including any specifications or
554 restrictions.

555 7.2.10 At any time during the course of a personal illness or injury absence and upon return
556 from absence, the unit member shall be required to supply such information as may
557 be requested by the District regarding the nature of medical treatment, name and
558 address of attending physician(s), date and time of medical appointment(s), and the
559 place and phone where the employee may be reached and other related information.

560 7.2.11 If the unit member does not comply with Section 7.2.6 and 7.2.7 of this Article, the
561 unit member may have his/her salary reduced accordingly. (See Section 7.1.1)

562 7.2.12 Unit members shall be provided with an accounting of accrued leave under Section
563 7.2.2 of this Article by June 30 of each year.

564 7.3 PREGNANCY DISABILITY LEAVE

565 7.3.1 Unit members are entitled to use sick leave as set forth in Section 7.2 for physical or
566 psychological disabilities caused by or contributed to by pregnancy, miscarriage,
567 childbirth, and recovery there-from or following adoption on the same terms and
568 conditions governing leaves of absence from other illness or medical disability. The
569 length of such leaves shall be determined by the bargaining unit member's physician.

570 7.3.2 Pregnancy disability absence shall be charged to sick leave in the same manner as
571 other illness absences. A unit member shall be eligible for pregnancy disability leave
572 during the period of disability as certified by her physician. When sick leave is
573 expended before she is physically able to return to work, as certified by her physician
574 or practitioner, she is entitled to use additional non-accumulated leave as stated in
575 7.2.4.

576 ARTICLE VII – LEAVE PROVISIONS (continued)

577 7.4 CHILD REARING LEAVE

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

583 7.5 INDUSTRIAL ACCIDENT AND ILLNESS

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

588 7.5.1 Payment for wages lost on any day shall not, when added to an award granted under
589 the Workers' Compensation laws of this State, exceed the unit member's full salary
590 for the month. Industrial accident and illness leave shall be reduced by one day for
591 each day of authorized absence, regardless of a compensation award made under
592 the Workers' Compensation. When an industrial accident or illness leave occurs at a
593 time when the leave will overlap into the next fiscal year, the unit member shall be
594 entitled to only that amount of leave remaining at the end of the fiscal year in which
595 the industrial injury or illness occurred, for the same illness or injury.

596 7.5.2 For any days of absence from duty as a result of the same industrial accident, the
597 unit member shall endorse to the District any wage loss benefit check from the
598 Workers' Compensation Fund which would make the total compensation from both
599 sources exceed 100 percent of the amount the unit member would have received as
600 salary had there been no industrial accident or illness. If the unit member fails to
601 endorse to the District any wage loss disability indemnity check received on account
602 of the industrial accident or illness as provided above, the District shall deduct from
603 the unit member's salary warrant, the amount of such disability indemnity actually
604 paid to and retained by the unit member.

605 ARTICLE VII – LEAVE PROVISIONS (continued)

606 7.5.3 Industrial accident or illness leave is to be used in lieu of normal sick leave benefits.

607 When entitlement to industrial accident or illness leave under this section has been
608 exhausted, entitlement to other sick leave will be used. If, however, the unit member
609 continues to receive temporary disability indemnity under the Workers' Compensation
610 laws of this state at the time of the exhaustion of benefits under this section, the unit
611 member may elect to take as much of the unit member's accumulated and available
612 sick leave, which, when added to the Workers' Compensation award, results in a
613 payment of not more than the member's regular salary. A unit member requesting
614 Industrial Accident and Illness Leave benefits may be required to comply with the
615 medical verification and reporting provisions of the sick leave section of this Article.

616 7.5.4 The District has the right to have the unit member examined by a physician
617 designated by the District to assist in determining the length of time during which the
618 unit member will be temporarily unable to perform assigned duties and the degree to
619 which a disability is attributable to the injury involved.

620 7.5.5 Upon complying with District medical release requirements and receiving District
621 authorization to return to work, a unit member on Industrial Accident or Illness Leave
622 shall be reinstated in a similar position without loss of status or benefits, provided the
623 employee is able to perform the duties of said similar position.

624 7.6 PERSONAL NECESSITY LEAVE

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

629 The maximum fifteen (15) days of personal necessity may be used for the illness of an
630 immediate family member as defined in Article 7.7.1. If the employee is sick, they must use
631 sick leave. Personal necessity leave is subtracted from accrued illness and injury leave as
632 defined in Article 7.2.2. Illness and injury leave may be accrued and, as noted above, may be

633 ARTICLE VII – LEAVE PROVISIONS (continued)

634 used as personal necessity leave. An employee with fewer than the fifteen (15) days of total
635 accrued illness and injury leave days may only use their available accumulated leave as
636 personal necessity.

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

642 7.6.1 Unit members are required to notify the District of Personal Necessity Leave no later
643 than two (2) hours before reporting time on the day of the absence. A unit member
644 desiring to cancel a reported absence shall notify the District as soon as possible, but
645 not later than two (2) hours before reporting time on the day of return. The District
646 may waive this requirement in case of an emergency.

647 7.6.2 The total number of days allowed in one (1) school year for Personal Necessity
648 Leave shall not exceed fifteen (15) days and shall not be accumulated from school
649 year to school year. Absences in excess of allowable days shall be deducted at full
650 salary unless authorized by the Assistant Superintendent, Human Resources in
651 consultation with the Federation president.

652 7.6.3 If a unit member wishes to utilize any additional days provided for in Section 7.6 (s)
653 he shall submit the request on a District form to the Payroll Services Office not less
654 than three (3) work days prior to the beginning date of the leave. Absences in excess
655 of allowable days shall be deducted at full salary unless authorized by the Assistant
656 Superintendent Human Resources in consultation with the Federation. Such leaves
657 will be charged against the unit member's sick leave account.

658 ARTICLE VII – LEAVE PROVISIONS (continued)

659 7.7 BEREAVEMENT LEAVE

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

663 7.7.1 A unit member shall be entitled to a maximum of five (5) days leave of absence at the
664 unit member's regular rate of pay on account of death of the following immediate
665 family members: Spouse, domestic partner (as designated in Article 11.5), fiancé,
666 mother (in-law or step), father (in-law or step), grandparents (in-law or step), son (in-
667 law or step), daughter (in-law or step), grandchild (in-law or step), brother (in-law or
668 step), sister (in-law or step), legally placed foster children or any relative living in the
669 immediate household of the employee.

670 7.7.2 A unit member shall be entitled to a maximum of three (3) days leave of absence at
671 the unit member's regular rate of pay on account of death of the following family
672 members: aunt, uncle, or foster parent.

673 7.7.3 Employees who utilize bereavement leave will be required to indicate on the absence
674 report (PERS-14c) the relative by name and relationship.

675 7.7.4 Domestic partners (as designated in 11.5) shall be limited to the same family
676 members as named in 7.7.1.

677 7.7.5 Unit members shall be required to contact the District not later than two (2) hours
678 before reporting time on the day of their absence to request leave. A unit member
679 desiring to cancel a reported absence shall notify the District as soon as possible, but
680 not later than two (2) hours before reporting time on the day of return. The District
681 may waive notification requirement in the event of an emergency.

682 7.8 JURY DUTY

683 The District agrees to grant to unit members regularly called for jury duty in the manner
684 provided by law, leave of absence without loss of pay for time the unit member is required to
685 perform jury duty during the unit member's regularly assigned working hours. Unit members

686 ARTICLE VII – LEAVE PROVISIONS (continued)

687 called for jury duty must notify the District of service dates upon receiving said notice from
688 officers of the Court. The District shall pay the unit member the difference, if any, between the
689 unit member's regular rate of pay and the amount received for jury duty, less meals, travel,
690 and parking allowances. Unit members are required to return to work during any day in which
691 jury duty services are not required. The District may require verification of jury duty time prior
692 to or subsequent to providing jury duty compensation. This leave provision does not include
693 voluntary service on a grand jury.

694 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.

695 7.9.1 Purpose: Sabbatical leaves of absence may be granted to unit members for one of
696 two reasons:

697 7.9.1.1 Observations requiring travel when such observations and travel are
698 connected with a well thought-out research project designed to give data
699 from which conclusions and recommendations may be drawn for
700 improvement of instruction, curriculum and/or administration which will
701 benefit the students and schools of the District. (Examples of such research
702 projects include nationwide observation tours of schools employing
703 educational television, team teaching, programmed teaching techniques,
704 obtaining firsthand knowledge of the peoples and customs of other lands,
705 etc.) Such observations may be made within the United States and/or foreign
706 countries.

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

711 ARTICLE VII – LEAVE PROVISIONS (continued)

712 7.9.1.2 Study at a college or university, if such study is related to the applicant's
713 teaching field or a field in which the District has need for more trained
714 certificated personnel. The applicant for such a leave shall submit a program
715 of study as well as a brief statement explaining how the completion of such a
716 program will benefit the schools and students of the District. Such program
717 must include a full load of at least fifteen (15) semester hours of upper
718 division work per semester or twelve (12) hours of graduate work, or the
719 equivalent thereof. Where appropriate undergraduate courses are taken as
720 part of graduate work, such courses shall apply toward the twelve (12)
721 semester hour minimum graduate requirement. Any deviation from the
722 approved program that would involve additional lower division courses or
723 non-compliance of the stated requirements shall receive prior approval of
724 the District. Courses which are repeat courses or lower division courses are
725 subject to special review prior to taking the courses. If they are not submitted
726 for approval prior to being taken, they are automatically disapproved. The
727 applicant for such leave shall submit a program of study delineating the
728 number of units and the level of courses.

729 7.9.2 Eligibility

730 7.9.2.1 To be eligible for a Sabbatical Leave, the unit member must have served at
731 least seven (7) consecutive years as a regular full-time certificated employee
732 of the District. Service of at least seventy-five (75) percent of the contract
733 days in each year count as a full school year.

734 7.9.2.2 Leaves of absence do not cause interruption of service for this purpose, but
735 time spent on such leaves may not be counted toward the requirement of
736 seven years.

737 7.9.2.3 After a unit member has had a Sabbatical Leave, an additional seven
738 consecutive years must be served before becoming eligible for another

739 ARTICLE VII – LEAVE PROVISIONS (continued)

740 Sabbatical Leave. Such service shall be computed in accordance with
741 Section 7.9.2.1 above.

742 7.9.2.4 The number of unit members absent on Sabbatical Leave at any one time
743 shall not exceed one-and-one-half (1½) percent of the total number of
744 members in the unit.

745 7.9.2.5 The Superintendent shall not recommend for approval a Sabbatical Leave of
746 absence unless the services of the applicant are satisfactory.

747 7.9.3 Length of Leave

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

751 7.9.4 Application Procedure

752 7.9.4.1 Applications for Sabbatical Leave must be made in writing and shall include
753 all information stipulated in Section 7.9.1 of this Article. The application shall
754 be submitted to the Human Resources Department not later than March 1 of
755 the school year preceding the intended leave.

756 7.9.4.2 Applications must include a complete outline of the proposed leave program
757 and a statement of how the program will benefit the schools and pupils of the
758 District in accordance with Section 7.9.1 of this Article.

759 7.9.4.3 The Reviewing Committee shall make recommendations to the Board of
760 Education for approval.

761 7.9.5 Compensation

762 7.9.5.1 Compensation for the unit member on Sabbatical Leave shall be one-half
763 (1/2) of the regular teacher's salary which would have been received had
764 he/she remained in active service. The unit member shall receive fifty (50)
765 percent of the Health and Welfare benefits as set forth in section 11.2 of this
766 Agreement.

767 ARTICLE VII – LEAVE PROVISIONS (continued)

768 7.9.5.2 Unit members who desire to receive salary allowance while on Sabbatical
769 Leave must furnish a suitable bond indemnifying the District for any salary
770 paid the unit member during the period of the Sabbatical Leave in the event
771 the unit member fails to return to render two (2) full years of service to the
772 District following the termination of the Sabbatical Leave; or in the event the
773 unit member fails satisfactorily to carry out the program of study or the
774 itinerary of the trip approved; or in the event the comprehensive report is not
775 submitted within one hundred and twenty (120) days after return to service,
776 or official transcripts are not submitted within forty-five (45) days after return
777 to service. Unit members who do not desire to furnish a bond and receive
778 salary while on Sabbatical Leave shall be paid in two equal annual
779 installments as:

- 780 A. At the end of the first year of service after the unit member's return to
781 duty, the District shall release the first (1st) installment upon receipt
782 of a Board of Education resolution authorizing the payment of said
783 installment and including an affirmative statement to the effect that
784 the unit member has completed one year of service and fulfilled all
785 other legal requirements.
- 786 B. At the end of the second (2nd) year of service, a similar procedure of
787 the second (2nd) and shall be followed authorizing payment of the
788 second (2nd) and final installment.

789 7.9.6 Return from Leave

790 7.9.6.1 The unit member shall, within the time prescribed in Section 7.9.5.2, submit a
791 comprehensive report to the Human Resources Department certifying the
792 successful fulfillment of the terms and conditions under which the leave was
793 granted. This comprehensive report shall include:

794 ARTICLE VII – LEAVE PROVISIONS (continued)

795 A. Formal Study Leave. An official transcript showing all courses
796 completed and/or degrees earned and a copy of all pertinent
797 materials developed during the leave.

798 B. Travel Leave. A written report including a complete travel itinerary
799 and a complete file of all pertinent materials collected and/or
800 developed during the leave.

801 C. A recommendation for use within the District of all of the materials
802 collected and developed.

803 7.9.6.2 The following rights will be granted to the unit member upon return from
804 Sabbatical Leave provided that all the conditions set forth in Section 7.9.6.1
805 have been met:

806 A. The unit member shall return to a position comparable to that held when
807 the Sabbatical Leave was taken.

808 B. The unit member shall progress on the salary schedule in accordance
809 with the rules and regulations established for experience credit on the
810 salary schedule.

811 C. The Sabbatical Leave shall count as service towards retirement provided
812 that STRS accepts said credit.

813 7.9.7 Failure to Return or Observe the Sabbatical Leave Plan

814 7.9.7.1 If the terms and conditions under which the Sabbatical Leave was granted
815 are not fulfilled, the unit member may be penalized by action of the Board
816 against the Indemnity Bond or the withholding of payment under Section
817 7.9.5.2 (A), (B) of this Article.

818 7.10 MILITARY LEAVE

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

821 ARTICLE VII – LEAVE PROVISIONS (continued)

822 7.11 OTHER LEAVES WITHOUT PAY

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

829 7.12 A unit member may apply and the District may grant a partial leave without pay when job
830 sharing or teaching part time without loss of increment or seniority for a period not to exceed
831 three (3) school years.

832 7.13 Upon request of a bargaining unit member, based on compelling, extraordinary
833 circumstances, the District may extend the leave authorized under Section 7.11 or Section
834 7.12.

835 7.14 The applications for and granting of such leaves of absence shall be in writing. In addition, a
836 unit member on such leave shall notify the Human Resources Department by March 1 of the
837 school year as to an intent to return to employment in the District. Failure to notify the District
838 by this date shall be considered an irrevocable resignation from the District.

839 7.15 DONATED SICK LEAVE FOR CATASTROPHIC ILLNESS AND ACCIDENTS

- 840 ▪ Employees who are eligible for membership in LFT, CSEA and ALSA may
841 participate.
- 842 ▪ Any employee in one of the above groups may donate up to 10 days (80 hours)
843 provided they have accrued at least 20 days of unused sick leave.
- 844 ▪ Part time employees may also donate and receive sick leave days on an hour-for-
845 hour basis.
- 846 ▪ For the purposes of calculation, all full-time employees will be considered eight-hour
847 employees.

848 ARTICLE VII – LEAVE PROVISIONS (continued)

- 849 ▪ Donated sick leave days may be used retroactively up to 20 workdays from the
850 receipt of the donation in Payroll Services. This limit may be extended under
851 extenuating circumstances approved by the committee.
- 852 ▪ A recipient may receive no more than 100 donated days per illness.
- 853 ▪ This Donated Sick Leave Plan replaces all existing donated sick leave plans.
- 854 ▪ The Donated Sick Leave Committee will review anonymous requests for catastrophic
855 illnesses and accidents. If the committee deadlocks on approving eligibility for
856 donated sick leave, the Assistant Superintendent, Human Resources will serve as
857 the tie breaker.
- 858 ▪ Employees requesting donated sick leave must provide the exact information
859 regarding illness or accident which will be distributed to the committee by Payroll
860 Services.
- 861 ▪ The employee’s name, will be circulated by the respective employee organization to
862 eligible employees for donations, provided the employee grants express written
863 consent to release his/her name. Otherwise, the organization will describe the need
864 without the employee’s name.
- 865 ▪ Employees donating sick leave should use the back of the Absence Reporting Form
866 to make a donation.
- 867 ▪ Employees married to or in a domestic partnership with a Lompoc Unified School
868 District employee may donate an unlimited amount of sick leave to their
869 spouse/partner after the receiving spouse/partner has used all of their own sick
870 leave. The donating spouse/partner must maintain a balance of ten (10) days.

871 ARTICLE VIII - EMPLOYEE SAFETY CONDITIONS

872 8.1 The District will make every attempt to provide safe working conditions.

873 8.1.1 Employees who feel they are being required to work under unsafe conditions or
874 perform Tasks which endanger their health and/or safety shall report such conditions
875 to the site administrator. The site administrator will take appropriate action as soon as
876 feasible to correct the unsafe condition.

877 8.1.2 It is also agreed that employees are responsible for cooperating with all aspects of
878 safety and health programs, including compliance with all rules and regulations, and
879 for continuously practicing safety while performing their duties.

880 8.1.3 Verified claims for destruction or damage to personal items of employees while in the
881 line of duty may be reimbursed to the employee in accordance with the law.

882 8.2 Any teacher who is threatened with bodily harm or who suffers bodily harm by an individual or
883 group while carrying out his/her assigned duties shall promptly make a report to the principal
884 who shall inform the Superintendent and the designated law enforcement authority.

885 8.2.1 In any reported assault case the District shall:

886 A. Inform the teacher of his/her rights under the law in connection with assault,
887 and

888 B. Pursue appropriate assistance in accordance with applicable law for any
889 assault upon the teacher while acting in the discharge of his/her duties.

890 8.3 The District and the Federation agree to establish a District-wide Employee Safety
891 Committee made up of Federation representatives, District administrators and
892 representatives of the classified bargaining unit. Current laws and regulations will be
893 reviewed and recommendations will be made for changes in Board Policy and Administrative
894 Regulations. A report of findings will include relevant law, policies, regulations and
895 procedures, as well as a means to educate and inform all interested parties.

896 8.3.1 Additionally, an Employee Safety Committee shall be established at all school sites
897 with the responsibility of maintaining a safe environment for students and employees
898 consistent with the District adopted Safe School Plan.

899 ARTICLE VIII - EMPLOYEE SAFETY CONDITIONS (continued)

900 8.4 The District agrees to comply with all laws and policies regarding sexual harassment.

901 8.5 Upon request from the unit member, each non-air-conditioned classroom and/or workspace
902 shall be provided with one or two fans to help circulate the air throughout the
903 classroom/workspace.

904 8.6 Rights and responsibilities of Teachers to Suspend Students, as Outlined in Education Code
905 48910

906 8.6.1 A unit member may suspend a student from class for the day of the suspension and
907 the following day for any act that disrupts or diminishes the education process. As
908 soon as possible, the unit member shall ask the parent or guardian of the student to
909 attend a parent teacher conference regarding the suspension. A school administrator
910 shall attend the conference if the unit member or the parent or guardian so requests.

911 8.6.2 The unit member shall immediately report the suspension to the site administrator in
912 charge of discipline of that student.

913 8.6.3 The student shall not be returned to the class during the period of suspension without
914 the express permission of the unit member who initiated the suspension.

915 8.6.4 The suspended student shall not be placed in another regular class during the period
916 of the suspension. (If the student is assigned more than one (1) class per day, this
917 shall apply only to the classes scheduled during the same time as the class from
918 which the student was suspended.)

919 8.7 Rights and Responsibilities Regarding Notification to Unit Members of Students with a History
920 of Violent Behavior Per Education Cide 49079

921 8.7.1 Within the (10) school days, the District shall notify in writing, outside of the student
922 management system, all unit members in direct contact with a student with a history
923 of violent behavior that has occurred within the last three (3) years. For the purposes
924 of this Section, violent behavior shall be defined as any act that involves a serious
925 threat or bodily harm to a staff member or involves the use of a deadly weapon, as
926 per Education Code 48915(a)1(E) and 48915(c).

927 ARTICLE VIII - EMPLOYEE SAFETY CONDITIONS (continued)

928 8.7.2 Any information received by a unit member pursuant to this section shall be received
929 in confidence for the limited purpose for which it was provided and shall not be further
930 disseminated by the unit member.

931 ARTICLE IX - HOURS

932 9.1 The school year for unit members shall be as enumerated in Section 9.3.9. The annual
933 calendar shall be determined by the Calendar Committee, which includes representatives
934 from LFT, CSEA, and the District, and shall be presented for adoption to the Board of
935 Education. The Committee shall work collaboratively to create two contiguous work year
936 calendars that include District holidays, spring and winter recesses, professional learning
937 days, and the start/end of the school year. The Committee shall meet every year to create the
938 out-year calendar such that there is always a two-year calendar in place. In the event that the
939 parties cannot agree on the work-year calendar by December 1st, the District shall adopt a
940 tentative calendar which will provide a guaranteed start date.

941 9.2 Unit members shall serve as assigned by the District and perform such tasks during the work
942 day that will ensure the effective operation of the school. Assignment of student supervision
943 during the work day shall be scheduled collaboratively between the Leadership Team at the
944 elementary level, or the Department Chair(s) and Administrator(s) at the secondary level.
945 Duty assignments shall be assigned equitably among all members unless program
946 requirements prohibit such compliance.

947 9.2.1 Bargaining unit members will be provided access to their classrooms or workstations
948 fourteen (14) days prior to their report date.

949 9.3 WORK DAYS

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

953 9.3.1 Unit members must meet the minimum hours of work required by the Education Code
954 and Title V. Unit members must be on duty at the school site at least 20 minutes
955 before the tardy bell of the unit member's assigned work day.

956 ARTICLE IX – HOURS (continued)

957 9.3.2 Unit members must be present on the work site while students are in attendance a
958 minimum of ten (10) minutes after the last bell to ensure the safety and orderly
959 dismissal of students, and when involved in other professional responsibilities which
960 include but are not limited to: established preparation periods; meetings with other
961 staff members, students, or parents which require the unit member’s attendance;
962 assigned supervision activities, professional learning days, Back-to-School and Open
963 House activities; faculty meetings and department meetings; and for assigned co-
964 curricular and extra-curricular activities.

965 9.3.3 The professional responsibilities for an Independent Study teacher shall include the
966 activities enumerated in 9.3. The professional workday for Independent Study
967 Teachers shall be the same as that which is enumerated in 9.3.1 and 9.3.2. Mission
968 Valley’s professional work day shall mirror the work day at the site on which they are
969 housed.

970 9.3.4 Site administrators may require unit members to attend two mandatory staff meetings
971 per month, one lasting no longer than 60 minutes and one lasting no longer than 40
972 minutes. If an employee needs to be absent from a mandatory staff meeting, the
973 employee needs to inform their principal of the reason prior to the meeting or, in case
974 of emergency, within 24 hours after the meeting. Employees who are absent from
975 any meeting are responsible for the information shared at the missed meeting. A draft
976 of meeting agendas for staff meetings, common minimum days, and professional
977 learning communities will be sent to unit members at least 24 hours prior to the
978 meeting (excluding weekends, holidays, and non-work days).

979 9.3.5 Unit members may be assigned leadership and supervision responsibilities for
980 student organizations and activities. Mutual consent shall be required for assignment
981 to the supervision of dances, rooter buses, and athletic events.

982 9.3.6 Supervision, proctoring and extracurricular assignments shall be made on an
983 equitable basis.

984 ARTICLE IX – HOURS (continued)

985 9.3.7 Variations in hours may be approved by mutual consent of the unit member, LFT,
 986 immediate supervisor and the Superintendent’s Designee with the following written
 987 agreement:

- 988 • Employee name
- 989 • Start / End Date / duration
- 990 • Site
- 991 • Signature of all parties

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

995 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 and SEL Counselors	195	
H.	District Lead Nurse	210	
I.	Educational Tech 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	

996 ARTICLE IX – HOURS (continued)

997 9.3.9 Additional days may be approved by mutual agreement of the unit member, the
998 District, and the Lompoc Federation of Teachers (LFT). These additional days will be
999 compensated at the unit member’s daily rate.

1000 9.3.10 Ten (10) work days’ notice shall be provided to unit members if their attendance is
1001 expected at an IEP or 504 meeting. In the event an IEP or 504 meeting needs to be
1002 rescheduled, the IEP or 504 team shall make a good faith attempt to agree on a new
1003 date/time for the rescheduled meeting. In the event that fewer than ten (10) work
1004 days’ notice is given for an IEP or 504 meeting held outside the regular work day,
1005 there shall be no evaluative penalty for a unit member who is unable to attend.

1006 9.4 PROFESSIONAL LEARNING DAYS

1007 Attendance at Professional Learning Days is mandatory for all unit members. Unit members
1008 utilizing any type of leave must report the absence and state “No Sub Required.”

1009 9.4.1 An annual Professional Learning Day schedule for nurses, including the fulfillment of
1010 CPR requirements, shall be developed by the lead nurse, in collaboration with the
1011 District.

1012 9.5 OPTIONAL CLASSROOM PREPARATION HOURS

1013 9.5.1 A maximum of two (2) days [cumulative based on a six (6) hour day] shall be made
1014 available to bargaining unit members assigned to K-6 school sites who do not have
1015 extended contracts for classroom preparation prior to the start of the contractual work
1016 year. Hours will be paid at the substitute rate of pay. Time sheets for work completed
1017 shall be turned in at the school site to the appropriate administrator on or before the
1018 last working day in September.

1019 9.5.2 A maximum of two days [cumulative based on a six (6) hour day] shall be made
1020 available to bargaining unit members assigned to secondary school sites who do not
1021 have extended contracts for classroom preparation at the substitute rate of pay. Time
1022 sheets for work completed shall be turned in at the school site to the appropriate
1023 administrator on or before the last working day in September.

1024 ARTICLE IX – HOURS (continued)

1025 9.5.3 Scheduling Secondary Students with Disabilities

1026 Secondary Special Education FTEs may earn ½ day of extra pay for the purposes of
1027 scheduling students prior to the start of the school year. Rate of pay is equal to the
1028 unit member’s normal daily rate. This payment is restricted to unit members
1029 performing the duty.

1030 9.6 CLASSROOM SUBSTITUTE COVERAGE

1031 Compensation/equivalent time shall be paid if the absence is reported through the substitute
1032 management system or approved by administration.

1033 9.6.1 SECONDARY SUBSTITUTE COVERAGE

1034 If a middle or high school secondary unit member substitutes in a classroom during
1035 their prep period, or absorbs a class into their regular class period(s), or is not
1036 provided with a substitute teacher in the event of a teacher absence in a General
1037 Education/Special Education co-teaching or in-class support (ICS) class; then that
1038 teacher shall be paid 3/7th of the substitute daily rate for each period of substitution
1039 and/or absorption. The teacher may choose to accrue equivalent time rather than
1040 receive pay, depending on the funding source. Six (6) periods of equivalent time will
1041 be the equivalent of one (1) workday.

1042 A. If a unit member is directed to substitute or absorb a class, they shall not be
1043 required to provide coverage for more than five (5) periods in one school day
1044 (i.e., more than 15/7th in one day).

1045 B. A unit member who volunteers to substitute or absorb a class shall have no cap
1046 on the number of periods or classes for which they provide coverage.

1047 C. Site administrators may exercise discretion in instances where excessive
1048 substituting may interfere with student learning.

1049 D. Substitute coverage opportunities shall be provided equitably among volunteers,
1050 prior to any volunteer being asked to provide substitute coverage for more than
1051 five (5) periods in a day.

1052 ARTICLE IX – HOURS (continued)

1053 9.6.2 CLASS SUBSTITUTE COVERAGE, Grades K-3, Maple and Dr. Bob Forinash
 1054 Community Day School, Adult Transition Program.

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

1055 CLASS SUBSTITUTE COVERAGE, Grades 4 - 6

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

1056 9.6.3 EQUIVALENT TIME

1057 Equivalent time should be used under the same rules as sick leave, family medical
 1058 leave or personal necessity leave; it should not be used for vacations (Articles 7.2
 1059 and 7.6). Unit members may use up to five (5) days of accrued equivalent time per
 1060 year, or more if approved by the Leave Committee. There is no limit on the amount of
 1061 equivalent time that can be accrued. The teacher has the option of cashing out
 1062 equivalent time yearly at the substitute rate of pay.

1063 9.6.4 PROTOCOL FOR SUBSTITUTE COVERAGE

1064 A. ELEMENTARY SUBSTITUTE COVERAGE PROTOCOL

1065 If a substitute teacher cannot be procured to cover an elementary teacher
 1066 absence, the following protocol shall be used:

- 1067 1) The school site shall ask for volunteers to substitute or split the
 1068 uncovered class between teachers.

1069 ARTICLE IX – HOURS (continued)

1070 2) If there are no volunteers to substitute or split the class, staff shall be
1071 assigned to substitute in the following order, by rotation starting where
1072 left off previously:

- 1073 a. Part-Time Support Teacher
- 1074 b. Classes shall be split between teachers
- 1075 c. Elementary P.E. Teacher
- 1076 d. K-3 Literacy Specialist
- 1077 e. Site-level Administrator
- 1078 f. Elementary VAPA Teacher
- 1079 g. SEL Counselor

1080 3) Site administrators may exercise discretion in instances where excessive
1081 substitution may interfere with student learning.

1082 B. SECONDARY SUBSTITUTE COVERAGE PROTOCOL

1083 If a substitute teacher cannot be procured to cover a secondary teacher
1084 absence, the following protocol shall be used:

- 1085 1) The school site shall ask for volunteers to substitute during their
1086 preparation period or to absorb the class into their regularly taught class.
- 1087 2) If there are no volunteers, staff shall be assigned to cover the class in the
1088 following order (not a rotation):
- 1089 3) Teachers on their preparation period
- 1090 4) Teachers who, due to class size or available space, can absorb a class
1091 or classes into their regularly taught class
- 1092 5) Site-level Administrators
- 1093 6) Counselors (including SEL Counselors)9.6.5 There shall be no penalty,
1094 including for evaluation purposes, for unit members who decline to
1095 substitute or absorb/split classes when asked to volunteer to do so.

1096 9.6.6 When a unit member who is not a classroom Elementary Teacher substitutes for an
1097 uncovered elementary class, that unit member is excused from all other regular
1098 duties for the day and will not receive the additional compensation outlined in Article
1099 9.6.2.

1100 ARTICLE IX – HOURS (continued)

1101 9.6.7 It shall not be considered a violation of this agreement for District certificated
1102 personnel to substitute in times of urgent need.

1103 9.6.8 SUBSTITUTE PROCEDURE FOR ELEMENTARY 4th – 6th GRADE PHYSICAL
1104 EDUCATION

1105 A. If a 4th, 5th or 6th grade teacher loses the P.E. instruction provided for in
1106 Article 9.8 (Teaching Time), thereby putting them over their contact minutes,
1107 it should be considered that they are substituting for the P.E. teacher and be
1108 compensated like a secondary teacher who substitutes for another teacher
1109 during their prep. They can choose either to receive pay (3/7 of the substitute
1110 pay) or Equivalent Time.

1111 B. Since TK-3rd grade teachers are not over their contracted minutes the above
1112 does not apply.

1113 9.7 DUTY-FREE LUNCH

1114 All unit members shall have a continuous thirty (30) minute, duty-free lunch period exclusive
1115 of Time passing to and from their classes and exclusive of any required meetings. A duty-free
1116 lunch shall be defined as thirty (30) minute rest period, free from all duties and responsibilities
1117 connected with the instruction and supervision of students in any way. During this time, unit
1118 members may leave the school site.

1119 9.8 TEACHING TIME

1120 The daily teaching time, which excludes preparation periods, student passing and student
1121 break time required of a regular classroom teacher shall be as indicated below or such
1122 greater minutes as may be specified in the Education Code in order to qualify for full funding.

	<u>Daily Minutes</u>
Grades TK-3 K-3 Literacy Specialists	288
Grades 4 – 6 *** Elementary PE Teachers Elementary VAPA Teachers	294
Grades 7 - 8	280
Grades 9 - 12	288

1123 ARTICLE IX – HOURS (continued)

1124 *** In order to meet the yearly instructional minutes, the District shall provide students in
1125 grades 4, 5, and 6, 80 minutes weekly of P.E. instruction.

1126 9.8.1 For the first three (3) weeks of school TK / K will be on a modified daily 200-minute
1127 schedule. Full day TK / K starts on the first school day of the fourth (4th) week of
1128 school. This date is to be placed on the District calendar.

1129 9.8.2 Additional minutes may be required with the mutual agreement of the unit member
1130 and site administrator and mutual consent of the District and the Federation.

1131 9.8.3 Teachers shall be required to sign out if they leave before the end of their minimum
1132 duty hours.

1133 9.9 SECONDARY TEACHERS WORKING BEYOND CONTACT MINUTES

1134 A unit member assigned an additional instructional period, in place of a preparation period,
1135 shall be paid an additional 1/6 (16.2%) of their salary (minus student-free days) for the
1136 duration of the additional assignment. The unit member shall be available as necessary for all
1137 classroom responsibilities, which includes but is not limited to parent/student conferences,
1138 IEPs, meetings with supervisors, staff meetings, etc.

1139 9.9.1 TRADITIONAL SECTIONS (7/7ths)

1140 A unit member may accept a 7th instructional period, for which the unit member is
1141 instructing assigned students on a daily basis as the teacher of record, provided that
1142 the unit member is qualified.

1143 9.9.2 NON-TRADITIONAL SECTIONS (7/7ths)

1144 In those instances in which the site administration team intends to create a non-
1145 traditional section as a 7/7th, in order to serve the needs of a group of students, the
1146 general responsibilities for this non-traditional section shall be developed by the site
1147 administration in consultation with the Federation to ensure that the level of
1148 responsibility and overall accountability shall be the equivalent of a traditional
1149 section. The final decision rests with the Principal.

1150 ARTICLE IX – HOURS (continued)

1151 9.10 MINIMUM DAYS

1152 Each school site has eight (8) minimum days available for professional learning and
1153 curriculum planning. Other activities including report card preparation, may take place as
1154 determined by the principal in consultation with the faculty.

1155 9.11 MINIMUM DAYS FOR CONFERENCES

1156 Ten (10) minimum days will be scheduled for parent/teacher conferences at grades TK-6.

1157 During Fall conferences, teachers are required to schedule a meeting with all parents.

1158 During Spring conferences teachers in grades TK–3 are required to schedule a meeting with
1159 all parents. Teachers in grades 4, 5, and 6 are required to have contact with all parents. The
1160 contact may be by telephone, written letter, e-mail and/or by conference.

1161 9.12 PREPARATION/CONFERENCE PERIODS

1162 Each full-time regular classroom teacher in grades TK-12, including Elementary PE and
1163 Elementary VAPA teachers, shall be afforded a preparation and conference period, except
1164 when there are school assemblies, emergency drills, emergencies or proctoring state or
1165 federally mandated assessments. Preparation and conference periods shall be used for
1166 professional job-related work which will include preparation for classes, preparation of
1167 teaching materials, presentation of or attendance at demonstration lessons, faculty meetings,
1168 and conferences with administrators, other employees, counselors, students or parents. A
1169 preparation period shall be a regular period in length at the high school and middle school
1170 level. A preparation period at the elementary level shall not exceed forty (40) minutes in
1171 length and shall vary to allow primary and intermediate teachers to leave at the same time.

1172 9.13 PUPIL-FREE DAYS

1173 On days when unit members are scheduled to work but pupils are not scheduled to be
1174 present, the minimum duty hours shall be not less than set forth in Section 9.3 of this Article.

1175 9.14 PART TIME UNIT MEMBERS

1176 Part-time unit members may be assigned supervision and leadership responsibilities and may
1177 be required to attend staff meetings, professional learning, and curriculum planning activities.

1178 ARTICLE IX – HOURS (continued)

1179 9.15 RAINY DAYS

1180 On days that elementary teachers have been placed on rainy day schedule by the principal
1181 and have supervised students during normal break time, the teacher may leave at the
1182 conclusion of the student day as long as there are no scheduled meetings, collaboration,
1183 SST's, IEP's and/or professional learning.

1184 9.16 DEPARTMENT CHAIR RELEASE TIME

1185 Five (5) periods of release time for department chairpersons shall be provided at each
1186 secondary school exclusive of Maple Continuation School. Said release time shall be
1187 assigned to the Math, English, Science, Social Science, and Special Education Departments.

1188 9.17 INSTRUCTIONAL MINUTES

1189 Schools may elect to average their required daily minutes over a ten (10) day period in order
1190 to create time for collaboration:

- 1191 A. with the approval of a sixty-seven percent (67%) majority of those who vote provided
1192 there is at least sixty percent (60%) of total staff voting.
- 1193 B. voting will take place by secret ballot.
- 1194 C. the plan, including the purpose of the scheduled activities, is developed collaboratively
1195 with staff and administration.
- 1196 D. any classroom teacher can request a re-vote to be effective for the following school year.
1197 However, only one (1) re-vote can take place during any school year and must take place
1198 between March 1 and May 1 of the current school year.
- 1199 E. for schools that bank minutes for collaboration time, collaboration time shall not exceed
1200 the total number of banked minutes.
- 1201 F. changes to instructional minutes must be approved by the District and the Federation.

1202 9.18 BANKED COLLABORATION TIME

1203 At those sites where teachers have elected to “bank” collaborative minutes by working longer
1204 days in exchange for collaborative time, the following framework shall apply for the use of
1205 that time:

1206 ARTICLE IX – HOURS (continued)

- 1207 1) Collaboration time shall focus primarily on student academic achievement and shall
1208 follow the Professional Learning Community (PLC) Model.
- 1209 2) Each building leadership team shall work in collaboration together with the principal and
1210 their respective colleagues to develop specifics concerning PLC protocols, expectations
1211 and agendas for collaboration time.
- 1212 3) Examples of PLC activities that would focus on student academic achievement could
1213 include (but are not limited to):
- 1214 Creating common unit and/or daily lesson plans; common formative/summative
1215 assessments and pacing guides tied to Common Core Standards; systems to track
1216 individual student progress, interventions, acceleration, and to support English Language
1217 Learners/
1218 Examining student work and standardized test scores to monitor student progress.
1219 Collaborative sharing of proven best practices and discussion of effective classroom
1220 management strategies, and grade level/department items.
- 1221 4) Sites will have the flexibility to determine by a vote of the certificated staff whether staff
1222 meetings can be held within the defined collaboration time, by a 67% majority vote.

1223 9.19 SITE-INITIATED MODIFICATION OF WORKING CONDITIONS

1224 Schools may, with a fifty-one percent (51%) majority of those voting, elect to modify working
1225 conditions excluding duty assignments, safety issues, and any issues beyond the site's
1226 control.

1227 9.20 In recognition for additional duties performed throughout the school year, on the last working
1228 day of the school year, the site administrator may allow unit members to leave when all
1229 professional duties are complete.

1230 9.21 SUBSTITUTE LESSON PLANS

1231 In the event of a teacher's absence, the teacher shall supply standards-based lesson plans
1232 for the substitute, appropriate to the subject matter, grade level, and expected duration of the
1233 teacher's absence, no later than 20 minutes before the start of school. All teachers shall

1234 ARTICLE IX – HOURS (continued)

1235 provide three (3) days of emergency lesson plans by the end of August and updated as they
1236 are used throughout the year. If the unit member is unable to provide lesson plans, due to
1237 unforeseen circumstances, the three days of emergency lesson plans shall be available.

1238 9.22 INDIVIDUALIZED EDUCATION PLANS (IEPs) RELEASE TIME

1239 A minimum of one (1) day per 40 or fewer students on IEPs, per site, shall be provided during
1240 the months of August through May for Special Ed and General Ed substitute release time.

1241 The District shall prioritize scheduling IEPs during the work day. Exceptions to this provision
1242 will be determined by mutual agreement between the Federation and the District.

1243 Example:

Students on IEPs	Release days per month, per site
1-40	1
41-80	2
81-120	3

1244 IEP substitute release day ratios will continue to follow the same pattern should enrollment of
1245 students on IEPs increase beyond what is included in the table above.

1246 ARTICLE X – CLASS SIZE

1247 10.1 The following class size ranges per classroom will be used to determine staffing.

1248 10.1.1 Elementary

Grade	Class Size Range	Extra Support
TK / K	20 to 22	At 23 students the teacher receives \$548 extra supply funds per every student above 22.
1 – 3	22 to 24	At 25 students the teacher receives \$548 extra supply funds per every student above 24.
4 – 6	30 to 33	At 34 students the teacher receives \$548 extra supply funds per every student above 33.

1249 SDC students become part of the staffing ratio if they, or a compilation of students, are
1250 mainstreamed 25% or more of the instructional day of the grade-level teacher’s classroom.

1251 Grades 4-6 mainstreamed students become part of the staffing ratio, regardless of inclusion
1252 time. After the 10th day of school, elementary teachers shall be compensated as outlined
1253 below each semester per number of students over the grade level class size range for a
1254 minimum of 10 days per semester:

- 1255 ▪ \$548 per student for the first two (2) students over the class size range
- 1256 ▪ \$878 per student for the third student over the class size range
- 1257 ▪ \$1316 per student for the fourth student over the class size range
- 1258 ▪ \$1865 per student for the fifth student over the class size range
- 1259 ▪ \$2523 per student for the sixth student over the class size range
- 1260 ▪ Any additional students after the sixth will receive the same monies as the sixth
1261 student or \$2523.

1262 For TK-3 the class size average per school shall not be higher than 24.

1263 The maximum number of students in a 4-6 grade class shall be 36.

1264 For each Special Education student that is mainstreamed in a non-Special Education
1265 classroom 50% (or more) of the instructional day that places a classroom above the
1266 negotiated pupil-teacher class size cap, that teacher will receive \$548 Extra Supply Fund
1267 monies.

1268 ARTICLE X – CLASS SIZE (continued)

1269 10.1.1.1 There shall not be any Kindergarten/1st grade combination classes.

1270 10.1.1.2 There shall not be any TK/K combination classes.

1271 10.1.1.3 TK/K shall receive 75 minutes of daily extra support.

1272 10.1.1.4 Each Kindergarten site team shall be provided 1 FTE of daily
 1273 support, provided the TK support continues to be funded through
 1274 LCAP.

1275 10.1.2 Secondary

1276 The base section allocations for secondary schools will be based on a 30.6 students
 1277 per FTE ratio. The allocation ratio will not include additional sections that shall be
 1278 provided by the District, including Special Education and Department Chairs.
 1279 Additional sections beyond the allocation may be added by the District for purposes,
 1280 such as, Career Technical Education, Aquarium, Activities and Athletic Director.

1281 10.1.3 Independent Study

1282 Recognizing that Independent Study students require uninterrupted student/teacher
 1283 contact time, Independent Study student teacher class size ranges will be as follows:

1284 **For all schools:**

Dept/Grade	Class Size Ranges	7/7 Pay Applies
Independent Study	28 to 30 students	31-35 students

1285 **For high schools:**

Student sections per full-time independent study teacher	Total Overage Pay Per Semester (applies after the first ten days of the semester)
181-186	\$548
187-192	\$1097
193-198	\$1975
199-204	\$3291
205-210	\$5156

1286 ARTICLE X – CLASS SIZE (continued)

1287 **For part-time IS teachers:**

1288 The class size range for part-time Independent Study teachers is proportionate based
1289 on the teacher’s FTE status; e.g. a 0.5 FTE would have a class size range of 14-15
1290 students.

Student Sections Over Maximum Each period of IS has a maximum of 30 student sections	Total Overage Pay Per Semester (applies after the first ten days of the semester)
1-6	\$548
7-12	\$1097
13-18	\$1975
19-24	\$3291
25-30	\$5156

1291 A student section is defined as an individual student’s enrollment in an independent
1292 study course.

1293 10.1.4 Elementary Combination Classes

1294 1. Teachers teaching combination classes would have a class size range per
1295 the following table:

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

- 1296 2. The maximum number of students for upper grade combos is 30.
- 1297 3. The class size range for a 3 – 4 combo shall be the same as a 1 – 3 combo.
- 1298 4. The position of combination teacher would rotate among permanent
1299 teachers. Ideally, no first-year teacher, probationary teacher or temporary
1300 teacher would be assigned to this position. When there are no permanent
1301 teachers at the assigned grade levels, the most senior first year, probationary
1302 or temporary teacher would be assigned to the position.

1303 10.2 SPECIAL EDUCATION TEACHER – RESOURCE (RSP) CASELOAD

1304 The District shall attempt to staff below the agreed upon caseload in order to allow for growth.
1305 The caseload of the Resource Teacher (Special Education RSP) shall not exceed 28

1306 ARTICLE X – CLASS SIZE (continued)

1307 students. The Federation and the District shall meet regularly to discuss Special Education
1308 caseloads and staffing.

1309 After the 10th day of school, Resource Teachers shall be compensated as outlined below
1310 each semester per number of students over the caseload cap range for a minimum of 10
1311 days per semester:

- 1312 ▪ \$548 per student for the first two (2) students over the caseload cap
- 1313 ▪ \$878 per student for the third student over the caseload cap
- 1314 ▪ \$1316 per student for the fourth student over the caseload cap

1315 10.3 SPEECH AND LANGUAGE THERAPIST

1316 It is the responsibility of the speech therapist to manage his or her total caseload to a
1317 maximum of sixty-five (65) students. Assistance in managing such caseloads will be provided
1318 by the Director of Special Education and Auxiliary Support Services, the speech therapist
1319 department chairperson and the site principal.

1320 10.4 SUPPORT SERVICES

1321 The District recognizes the need to provide support services in the areas of special
1322 education, nursing, counseling, and psychological services as determined by criteria listed in
1323 Section 10.1.

1324 10.4.1 Education Technology Media Service

1325 The District agrees to provide a District Librarian Education Technology Media
1326 Specialist to oversee and coordinate education technology media services
1327 throughout the District.

1328 ARTICLE X – CLASS SIZE (continued)

1329 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

1330 Counseling ratios will continue to follow the same pattern should enrollment increase
1331 beyond what is included in the tables above. Counseling ratios will be based on
1332 student projections as of May 31st of the current year. Adjustments to these ratios
1333 can only be done by mutual agreement between the Federation and the District.

1334 10.4.3 Special Education Teacher – Special Education Paraeducator Ratio

1335 The FTE allocation of Certificated Special Education teachers at a site and Special
1336 Education Paraeducators at a site shall be equivalent.

1337 ARTICLE XI - COMPENSATION AND HEALTH AND WELFARE BENEFITS

1338 11.1 Unit members will be paid according to the salary schedule attached as Appendix A-1, A-2,
1339 A- 3, A-4, B, C, D and E.

1340 11.1.1 All employees located on steps that were eliminated are y-rated, or temporarily
1341 frozen, at their current salary amounts.

1342 11.2 In addition, the District will provide for each full-time bargaining unit member currently
1343 enrolled in a District provided medical plan, the amount equivalent to the highest individual
1344 plan (for the bargaining unit), or \$8,100, whichever is higher, per year, to be applied to the
1345 medical and dental premiums.

1346 11.2.1 For the 2014-15 school year, the Federation and the District agree to offer the Blue
1347 Cross 100% PPO as the highest individual plan. A 90% plan, an 80% plan and a
1348 base plan will also be offered.

1349 11.3 A less than full-time bargaining unit member shall receive a prorated benefit based on their
1350 annualized contractual full-time equivalent (FTE). They may either:

- 1351 1) Elect a District medical plan and receive a prorated benefit based on 11.2, or
1352 2) Not elect a medical plan and receive a benefit up to \$3,936 prorated, that may be
1353 applied to other District plans and/or flex plans.

1354 11.4 Effective with the 2006-07 school year, enrollment in one of the District medical plans, as a
1355 single, is mandatory for all full-time employees. Employees hired prior to July 1, 1994, and
1356 not enrolled in a District medical plan and taking the cash-in-lieu of health benefits, are
1357 exempt from mandatory enrollment and will receive \$3,936 per year.

1358 11.5 DOMESTIC PARTNERS

1359 The employee and the partner must:

- 1360 A. be 18 years of age,
1361 B. be engaged in a relationship of mutual caring and commitment,
1362 C. have shared the same residence for a minimum of six months,
1363 D. must be financially interdependent,

1364 ARTICLE XI - COMPENSATION AND HEALTH AND WELFARE BENEFITS (continued)

1365 E. not have any other Domestic Partner and must not have been married or had another
1366 Domestic Partner within the previous six months of the Affidavit of Domestic
1367 Partnership, and

1368 F. not be related to a degree that would prohibit legal marriage.

1369 A completed and signed enrollment or change form as well as a completed, signed and
1370 notarized Affidavit of Domestic Partnership are required. Opposite sex when one or the other
1371 is age sixty-two (62) or same sex age eighteen (18) and older must provide a copy of the
1372 Declaration of Domestic Partnership filed with the California Secretary of State. Domestic
1373 Partners and their dependents are not eligible for continuation of coverage under the federal
1374 COBRA law.

1375 11.6 NEWLY CREATED POSITIONS

1376 If the District creates any new classification with the bargaining unit during the term of the
1377 Agreement, it shall negotiate with the Federation to determine and establish the salary rate,
1378 job title and working conditions for the balance of the term of the Agreement. Such a wage
1379 determination by the District shall not be subject to Article V - Grievance Procedure.

1380 11.7 Vision insurance will be provided by the District to those employees who are required to carry
1381 coverage by the insurance company. In the case of two family members who are both
1382 employees of the District, one policy will be provided.

1383 ARTICLE XII - EVALUATION PROCEDURES

1384 12.1 Each certificated employee shall be evaluated to determine whether such employee is
1385 meeting the job responsibilities defined in the applicable job description, and/or defined in
1386 other actions by the Board and applicable law (see Article 9.3.2 and Article 12.2). Such
1387 evaluation shall attempt to assess the performance of each with regard to the fulfillment of
1388 the employee's job responsibilities.

1389 12.2 The District may evaluate and assess the performance of each certificated employee as it
1390 reasonably relates to:

1391 A. The California Standards for the Teaching Profession as reflected in the LUSD
1392 Professional Development Report (PDR).

- 1393 1. Engaging and supporting all students in learning.
- 1394 2. Creating and maintaining effective environments for student learning.
- 1395 3. Understanding and organizing subject matter for student learning.
- 1396 4. Planning instruction and designing learning experiences for all students.
- 1397 5. Assessing student learning.
- 1398 6. Developing as a professional educator.

1399 B. The fulfillment of job responsibilities as described within the specified job descriptions
1400 (certificated non-instructional personnel).

1401 C. The evaluation and assessment of employee performance pursuant to the Stull Act
1402 Evaluation Procedure shall not include the use of publishers' norms established by
1403 standardized tests.

1404 12.3 PROFESSIONAL DEVELOPMENT REPORT (PDR) NOTIFICATION

1405 Each unit member will be notified no later than September 30th of each year during which the
1406 unit member is to receive a regular evaluation, and shall meet with the evaluator no later than
1407 October 31st to review the evaluation objectives, guidelines, forms and procedures. The
1408 evaluator shall be the unit member's immediate supervisor or other management employee.

1409 This does not negate the role and/or function of the PAR Agreement.

1410 ARTICLE XII - EVALUATION PROCEDURES (continued)

1411 12.4 TEMPORARY AND PROBATIONARY EMPLOYEES

1412 Each temporary and probationary certificated employee shall be evaluated each year and
1413 must receive at least one formal observation by December 1st following procedures outlined
1414 in Article 12.6.

1415 12.5 PERMANENT EMPLOYEES

1416 The performance of each certificated employee with permanent status shall be evaluated and
1417 assessed on a continuing basis as follows: (Education Code 44664)

- 1418 A. Once every other year, unless there is just cause.
- 1419 B. Once every five (5) years, if all of the following conditions are met:
- 1420 1. The employee has been employed by the District at least 10 years.
- 1421 2. The employee meets the qualifications of a highly qualified teacher as defined in 20
1422 USC 7801 of the federal No Child Left Behind Act, if 20 USC 6319 requires that their
1423 position be filled by a highly qualified teacher.
- 1424 3. The employee's previous evaluation rated them "satisfactory" in all standards listed in
1425 Article 12.2.

1426 The District may evaluate an employee who meets the above conditions more often than
1427 once every five (5) years with just cause, but in no circumstances more often than once
1428 every three (3) years, except as provided by Article 12.5 (C).

- 1429 C. Annually, if the permanent employee has received an unsatisfactory in an overall
1430 performance for standard section of their Professional Development Report (PDR) until
1431 they receive a satisfactory in all overall performance for standard sections.

1432 12.6 PROFESSIONAL DEVELOPMENT REPORT (PDR) PROCESS

1433 Each school year the assigned evaluator and the certificated employee should meet to
1434 discuss specific objectives for the school year. The evaluator shall determine such specific
1435 objectives after review of input from appropriate sources including the evaluatee. The PDR
1436 finalized pursuant to this Article should reference such specific objectives in addition to the
1437 evaluatee's other job responsibilities. The PDR shall not be finalized unless there are formal

1438 ARTICLE XII - EVALUATION PROCEDURES (continued)

1439 and informal observations of the performance of the certificated employee by the evaluator.

1440 At least one formal observation shall include the opportunity for a pre-observation conference
1441 and a post- observation conference.

1442 Any observation or evaluation which contains an unsatisfactory or needs improvement
1443 rating shall include specific recommendations or directives to improve the certificated
1444 employee's performance.

1445 An unsatisfactory or needs improvement rating shall not be solely based on a complaint by
1446 an individual to the evaluator which has not been reasonably investigated by the evaluator.

1447 12.7 Signed and dated copies of the observation report shall be submitted to the unit member
1448 within ten (10) working days after the observation. Within ten (10) days after receipt of an
1449 observation report, the unit member shall be given an opportunity to discuss the observation
1450 with the evaluator. The employee shall have the right to an observer present at such a
1451 meeting.

1452 12.8 Unit members may request that evaluators come to observe particular classes, performance
1453 of assigned duties or lessons for evaluation purposes.

1454 12.9 Each evaluatee shall have the right to submit a written response to the PDR within ten (10)
1455 days. This written response shall be placed in the permanent personnel file of the evaluatee.
1456 A unit member who receives a negative classroom observation may request an additional
1457 classroom observation and may also request that the District provide an additional observer.

1458 12.10 Any PDR made pursuant to this Article shall be in writing and a copy given to the evaluatee
1459 by May 15th. If, in the event that the deadline cannot be met, a new date can be set prior to
1460 the last day scheduled on the school calendar with mutual agreement among the unit
1461 member, immediate supervisor, and the Federation. Any PDR filed after May 15th without
1462 mutual agreement cannot be placed in the unit member's personnel file.

1463 12.11 Each evaluatee shall be granted a meeting with the evaluator to discuss the PDR. This
1464 meeting shall be scheduled before the last day scheduled on the school calendar.

1465 ARTICLE XII - EVALUATION PROCEDURES (continued)

1466 12.12 The job performance of certificated employees may be observed and assessed at any time.

1467 In cases of serious deficiencies in job performance, an evaluator may refer the unit member
1468 to Peer Assistance and Review (PAR).

1469 12.13 The contents or comments in any evaluation document completed by an evaluator shall not
1470 be grievable. The sole remedy for the evaluatee is a written response within ten (10) calendar
1471 days.

1472 12.14 If a certificated employee receives an unsatisfactory evaluation (s)he may not be voluntarily,
1473 or involuntarily, transferred to another site or school without the written approval of the
1474 Superintendent or designee.

1475 ARTICLE XIII - PERSONNEL FILES

1476 13.1 Each unit member shall have an official District personnel file which shall be maintained at
1477 the District Administration Office. Unit members have a right to reproduce any of the contents
1478 of the file except as expressed in Section 13.4.

1479 13.2 Persons who place any materials in the official file shall sign and indicate appropriate dates
1480 relevant to such material.

1481 13.3 Material in the personnel file of unit members which may serve as a basis for affecting the
1482 status of the unit member's employment is to be made available for the inspection of the unit
1483 member involved except as enumerated in Section 13.4.

1484 13.4 Materials in the file shall not be made available to the unit member if they include ratings,
1485 reports, or records which

1486 A. were obtained prior to the employment of the unit member involved,

1487 B. were prepared by identifiable examination committee members.

1488 13.5 Information of a derogatory nature, except material enumerated in Section 13.4 shall not be
1489 entered or filed unless and until the unit member is given notice and has an opportunity to
1490 review and comment thereon. A member shall have the right to enter, and have attached to
1491 any such derogatory statement, his/her own comments thereon.

1492 13.6 Every unit member shall have the right to inspect their file upon request, except material
1493 enumerated in Section 13.4.

1494 ARTICLE XIV – RESIGNATION

1495 14.1 Unit members who resign for other than health or retirement purposes shall forfeit an amount
1496 equal to two (2) percent of column 1, step 1 of Appendix A-1 if the resignation is received
1497 between July 15 and October 1. The District reserves the right to make exceptions on a case-
1498 by- case basis.

1499 ARTICLE XV - STAFF LOUNGE

1500 15.1 A staff lounge will be designated at each school site. Staff lounges will be used only by District
1501 employees except by express permission of a site administrator

1502 ARTICLE XVI – SAVINGS

1503 16.1 In the event any provision of this contract is or shall be determined to be contrary to law by
1504 the final judgment of a court of competent jurisdiction, all other provisions of this contract
1505 shall continue in effect.

1506 16.2 Upon mutual agreement, both parties shall meet at the earliest possible time to renegotiate
1507 and endeavor to reach agreement on said provision.

1508 ARTICLE XVII – CONCERTED ACTIVITIES

1509 17.1 The Federation agrees that there will be no strike, or call for strike, work stoppage, walk-out,
1510 slow-down, picketing during the work day or refusal or failure to perform job functions and
1511 responsibilities by the Federation or by its officers or agents, including compliance with the
1512 request of other labor organizations to engage in such activity, during the term of this
1513 Agreement and until such time that it is expressly and legally rescinded.

1514 17.2 The District and the Federation recognize through ratification of this Agreement, the duty and
1515 obligation of their representatives to comply with the provisions of this Agreement and will
1516 make every effort to encourage such compliance.

1517 17.3 The Federation agrees that it will accept the legal consequences of any unlawful concerted
1518 activity by its unit members concerning any item within or outside the scope of this
1519 Agreement.

1520 ARTICLE XVIII - SENIORITY LIST AND EFFECTS OF LAYOFFS

1521 18.1 PLACEMENT ON THE SENIORITY LIST

1522 The seniority list is based upon the date of which a probationary or permanent employee first
1523 renders contractual paid service to the District (Ed Code 44845). Employment excluded by
1524 Article 2.1.1 does not constitute first date of paid service.

1525 18.2 CRITERIA FOR LAYOFFS

1526 LFT and the District will meet and confer on the criteria for layoffs as soon as possible, but no
1527 later than twenty-one (21) days before the deadline for the layoff notices.

1528 18.3 TIE BREAKER

1529 When two or more employees meet the same criteria, the Assistant Superintendent, Human
1530 Resources, another District designated person and two (2) LFT Executive Board members
1531 will be present for a random draw to determine placement on the seniority list for termination
1532 and/or rehire.

1533 ARTICLE XIX – EFFECT OF AGREEMENT

1534 19.1 It is understood and agreed that the specific provisions contained in this Agreement shall
1535 prevail over District practices and procedures and over state and federal laws to the extent permitted
1536 by law, and that in the absence of specific provisions in this Agreement, such practices and
1537 procedures are discretionary with the District as authorized by law. It is understood that the policies
1538 and practices of the District shall not in any way detract or diminish the rights of unit members or the
1539 Federation as they are expressly guaranteed in this Agreement.

1540 ARTICLE XX - CONCLUSIVENESS OF AGREEMENT

1541 20.1 During the term of this Agreement, the Federation expressly waives and relinquishes the right
1542 to meet and negotiate and agrees that the District shall not be obligated to meet and
1543 negotiate with respect to any subject or matter whether or not referred to or covered in this
1544 Agreement, even though such subject or matter may not have been within the knowledge or
1545 contemplation of either or both the District and the Federation at the time they met and
1546 negotiated on and executed this Agreement, and even though such subjects or matters were
1547 proposed and later withdrawn.

1548 20.2 The District will consult with the Federation if the District proposes any change to the Conflict
1549 Resolution Administrative Regulation, 4144.1, during the term of this Agreement.


1550 ARTICLE XXI - SUPPORT OF AGREEMENT

1551 21.2 The District and the Federation agree that it is to their mutual benefit to encourage the
1552 resolution of differences through the meet and negotiation process. Therefore, it is agreed
1553 that the Federation will support this Agreement for its term and official representatives of the
1554 Federation will not appear before the Board of Education to seek change or improvement in
1555 any matter subject to the meet and negotiation process.

1556 21.2 The Federation and the District agree that in the event that both parties agree to enter into a
1557 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: 

Skyler Petersen, President
Lompoc Federation of Teachers

BY: 

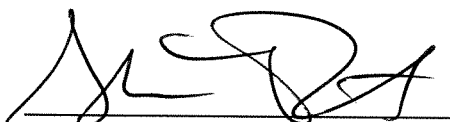
Dr. Clara Finneran
Superintendent of Schools

DATE: June 6, 2024

DATE: June 6, 2024

RATIFIED BY

LOMPOC FEDERATION OF TEACHERS

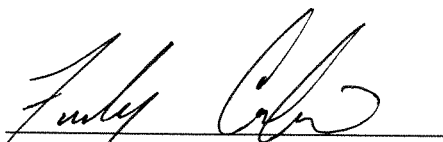
BY: 

Skyler Petersen, President
Lompoc Federation of Teachers

DATE: June 14, 2024

APPROVED BY

LOMPOC UNIFIED SCHOOL DISTRICT

BY: 

William (Franky) Caldeira, President
LUSD Board of Education

DATE: June 25, 2024

1573 RULES AND REGULATIONS - CERTIFICATED NON-MANAGEMENT SALARY SCHEDULE

1574 I. COMPENSATION

1575 A. The compensation of unit members will be governed by these regulations and
1576 salary schedules Appendix A, B, C, and D.

1577 II. PLACEMENT ON SCHEDULE

1578 A. Placement on this salary schedule shall be determined by training, experience,
1579 special assignments and/or additional responsibilities.

1580 B. Salary credit may be earned in the following ways:

1581 1. By earning institutional credit at an accredited college, university or unit
1582 members' college and by applying for said units on the appropriate District
1583 form.

1584 a. Credit for additional semester units is allowed only for semester units
1585 taken since receipt of the Bachelor's Degree. Units must be upper
1586 division or graduate level, except as noted in item c. below, with not
1587 less than a grade of "C" or credit. Unit members whose first day of paid
1588 service is after July 1, 1995, may receive credit for graduate units taken
1589 concurrently if taken during the last semester before completion of a
1590 Bachelor's Degree and not required for graduation. A letter attesting to
1591 these specifications must be on file in order to receive credit.

1592 b. To be accepted towards salary credit, courses should be in the field of
1593 the unit member's assignment, LDS Certificate, CLAD or BCLAD
1594 emphasis, or toward a special credential or degree. Any other courses
1595 are subject to special review on an individual basis. All courses taken
1596 for salary schedule advancement must be approved by the committee.
1597 It is strongly recommended that unit members submit courses they
1598 plan to take for pre-approval.

1599 RULES AND REGULATIONS - CERTIFICATED NON-MANAGEMENT SALARY SCHEDULE (continued)

- 1600 c. Courses which are repeat courses or lower division courses are subject to
1601 special review on an individual basis.
- 1602 Lower division courses leading to a new minor or applicable toward
1603 teaching in a credentialed area or because of a change in
1604 assignments, Childhood Development/Early Childhood Ed. Specialist,
1605 LDS Certificate, CLAD or BCLAD emphasis may be approved for
1606 credit. Salary credit for upper and lower division courses will be
1607 contingent upon completion of the minor, LDS Certificate, CLAD or
1608 BCLAD emphasis provided the unit member has completed the
1609 requirements for the next hurdle.
- 1610 d. Unit members shall be entitled to receive salary credit for the ensuing
1611 school year for courses taken and academic degrees earned prior to
1612 September 1 of the school year for which credit is sought; provided
1613 that the unit member seeking to obtain such credit submits to the
1614 Human Resources Department on or before October 15 of that
1615 school year an official college transcript verifying completion of such
1616 courses or earning such academic degrees. In order to progress to
1617 the next classification, a total of fifteen (15) semester units must be
1618 verified. Column advancement shall be reflected on the paycheck
1619 issued on the last working day of November, retroactive to the start
1620 of the school year.
- 1621 e. Courses which are taken at District expense and/or while on paid
1622 status are subject to approval by the Reviewing Committee. These
1623 courses are subject to the same criteria as all other courses.

1624 RULES AND REGULATIONS - CERTIFICATED NON-MANAGEMENT SALARY SCHEDULE (continued)

1625 2. Through experience as a full-time certificated employee in a public school, or
1626 equivalent experience in a private school recognized by its regional
1627 accreditation association.

1628 a. New Unit Members

1629 In placing new unit members on this schedule, one (1) step will be allowed
1630 for each full year of satisfactory service. Any unit member hired for the
1631 2018-19 school year and onward will be granted unlimited years of service
1632 on the salary schedule. The District shall determine if lower division units
1633 taken after the granting of a Bachelor's degree will be accepted toward
1634 placement on the salary schedule. Nurses shall be entitled to receive
1635 salary credit for undergraduate courses taken that pertain to nursing or
1636 the medical field and shall have them count toward movement on the
1637 salary schedule.

1638 b. Returning Unit Members

1639 Returning unit members shall receive equal credit for all previous
1640 experience in the District and shall not be placed lower on the salary
1641 schedule than they were when services were completed.

1642 c. Retired Unit Members

1643 i. Retired unit members who are offered employment and elect to
1644 come out of retirement to work for the District must pay back
1645 incentive monies prior to reemployment except for participants in
1646 the District Retirement Plan A.

1647 ii. District Determined Staffing Emergency

1648 When the District determines that it has an emergency staffing
1649 situation where the only person qualified and available to fill a
1650 bargaining unit position is a District retired employee, the

1651 RULES AND REGULATIONS - CERTIFICATED NON-MANAGEMENT SALARY SCHEDULE (continued)

1652 returning bargaining unit member is exempt from paying back
1653 incentive monies.

1654 iii. Part-Time Support

1655 Retired unit members working as part-time support teachers will
1656 be rated in as if they were new to the District with credit for prior
1657 experience, as described in 2.a above. This category is exempt
1658 from paying back incentive monies.

1659 d. One (1) year of experience is computed based on an assignment of
1660 at least seventy-five percent (75%) or at least a 0.75 FTE of the
1661 teaching days of the school year in a temporary, probationary,
1662 permanent or special certificated assignment in public or regionally
1663 accredited private schools.

1664 e. No credit will be allowed for work during summer school.

1665 f. Vocational or Designated Subjects Credential Teachers

1666 i. A teacher with a vocational or designated subjects' credential
1667 shall be allowed years of related experience at a ratio of 2:1 to
1668 the maximum of six (6) years. Experience credit is contingent
1669 upon receipt of a preliminary vocational or designated subjects'
1670 credential. All work experience in the related field must be
1671 verified.

1672 ii. For Career Technical Education teachers with a vocational or
1673 designated subject credential only: Approved workshops,
1674 seminars, and other professional learning sessions may be used
1675 for credit for movement across salary schedule. The unit value to
1676 be given for completion of approved workshops, seminars, and

1677 RULES AND REGULATIONS - CERTIFICATED NON-MANAGEMENT SALARY SCHEDULE (continued)

1678 other professional learning sessions shall be ten (10) hours for each
1679 semester unit.

1680 iii. For Career Technical Education teachers without a bachelor's
1681 degree only: both upper and lower division units from an
1682 accredited community college, college, university or career
1683 technical school may be used for advancement across the salary
1684 schedule.

1685 1. These units are subject to approval by the Reviewing
1686 Committee.

1687 2. For purposes of column advancement, unit members
1688 may be granted credit for approved earned continuing
1689 education units (CEU's). Such credit shall be granted at
1690 the rate of ten (10) hours of seat time for each semester
1691 unit. These units are subject to approval by the
1692 Reviewing Committee.

1693 g. One (1) year of credit for each full twenty-four (24) calendar months of
1694 active military service, to a maximum of three (3) years credit for six (6)
1695 years of active military service.

1696 h. It shall be the responsibility of the unit member to submit documentation to
1697 verify this experience, which is subject to review by the Human Resources
1698 Department not later than October 15.

1699 III. REVIEWING COMMITTEE

1700 A. Membership

1701 1. This committee will consist of three (3) unit members selected by the LFT
1702 President one (1) elementary school, one (1) middle school, one (1) senior high
1703 school.

1704 RULES AND REGULATIONS - CERTIFICATED NON-MANAGEMENT SALARY SCHEDULE (continued)

1705 2. Two (2) principals: one (1) elementary, one (1) secondary, selected by the
1706 District.

1707 3. Assistant Superintendent, Human Resources or Designee.

1708 B. Duties of the Reviewing Committee

1709 1. To review courses for pre-approval and to review applications for course work to
1710 be applied for salary credit and to make recommendations to the Superintendent.

1711 2. To review applications for sabbatical leave and to make recommendations to
1712 the Superintendent.

1713 3. To review courses taken at District expense and/or while on paid status.

1714 IV. EXPERIENCE FOR EXTRA ASSIGNMENT

1715 A. Athletics

1716 1. The first year of coaching in the District at the assistant level will start on Step 1.

1717 2. Coaches will receive full credit for paid coaching experience when the experience
1718 was full time and gained in the District, regardless of the sport or level of sport
1719 coached.

1720 3. Head coaches hired from outside the District will be allowed to start on Step 2 if
1721 they have been a head coach in the same sport for a period of three (3) years or
1722 more within the last eight (8) year period.

1723 4. Not more than one (1) year's credit can be gained in one school year.

1724 B. Credit will be granted for prior experience within the District in other co-curricular areas as
1725 designated in Appendix F.

1726 C. In order for a unit member to receive a full coaching stipend, his/her team must compete,
1727 at a minimum, in the league's full schedule.

1728 When a coach does not complete a full season, a pro-ration of all stipends related to that
1729 sport will be paid based on the percent of season completed. A season is defined as the
1730 number of days between the first and last contest dates, per the CIF Blue Book.

1731 RULES AND REGULATIONS - CERTIFICATED NON-MANAGEMENT SALARY SCHEDULE (continued)

1732 The Board of Education may approve a full stipend for a coach when a school is
1733 participating in a sport under unusual circumstances and does not meet the requirements
1734 stated above.

1735 V. SPECIAL ASSIGNMENTS

1736 Annual Stipend

1737 A. Department Chairpersons

1738 1. \$1494 plus an additional \$31 for each section in excess of six (6) sections as
1739 reflected by the September and February enrollment.

1740 2. Selection Procedures: Beginning in the school year 2000-01, all department
1741 chairpersons will be selected for a three (3) year term. A secret ballot election will
1742 take place (April of the preceding year) based on the number of sections taught in
1743 a department. The principal has final say. The principal appoints department
1744 chairs to complete a term in the event a department chair leaves the position. The
1745 principal reserves the right to remove a department chair from the position for just
1746 cause. If there are no candidates other than the incumbent, the incumbent
1747 remains in the position.

1748 3. Staffs may, by secret ballot, decide to have two (2) Department Chairpersons. In
1749 this case, the stipend would be equally divided.

1750 B. Athletic Directors: \$14,195

1751 C. District Lead Nurse and District Lead Psychologist: Shall be paid a stipend similar to
1752 Department Chairpersons based on the following formula:
1753 Base Department Chairperson plus [(FOR NURSES: total number of Health Technicians,
1754 LVNs, Nurses) (FOR PSYCHOLOGISTS: total number of school psychologists.) x \$31 x 6
1755 (equal to the 6 sections a full-time teacher teaches)]

1756 RULES AND REGULATIONS - CERTIFICATED NON-MANAGEMENT SALARY SCHEDULE (continued)

1757 D. Elementary Teacher-in-Charge:

1758 All elementary schools will have a designated Teacher-in-Charge (TC). The stipend for
 1759 teachers assuming these positions shall be determined as follows:

- 1760 1. Base - \$1,494
- 1761 2. \$37 per year for each full time bargaining unit member over 20. Shared teaching
 1762 assignments count as one (1). This amount will be one-half (1/2) for schools with
 1763 a second (2nd) full time or part time administrator.
- 1764 3. Itinerant employees are not part of calculation (b).
- 1765 4. The interview panel will consist of the principal and at least one teacher elected
 1766 by staff by secret ballot.
- 1767 5. The final selection of the Teacher(s)-in-Charge rests with the principal.
- 1768 6. When reasonably possible, the appointment should be made in the month of April
 1769 for the following school year.
- 1770 7. Staffs may, by secret ballot, decide to have two (2) Teachers-in-Charge. In this
 1771 case, the stipend would be equally divided. If a school so elects, the TC's will be
 1772 Responsible for watching each other's class when necessary.

1773 E. Elementary Combination Classes: Teachers teaching combination classes shall be
 1774 compensated at a stipend of 10% of Step I – Column I of the teacher salary scale. In the
 1775 event that there is a job share, where the combination class job is shared between two (2)
 1776 teachers, the compensation will be based on FTE.

1777 F. Certified Athletic Trainer: \$18,742

1778 RULES AND REGULATIONS - CERTIFICATED NON-MANAGEMENT SALARY SCHEDULE (continued)

1779 G. Concurrent Enrollment: The District shall compensate unit members with a \$1097 stipend
 1780 per semester for additional services related to Concurrent Enrollment outlined below:

- 1781 • Concurrent Class Instructors will instruct extra minutes per concurrent class
 1782 period as required by the concurrent enrollment college,
- 1783 • Calculate and report grades to the concurrent enrollment college,
- 1784 • Provide a class syllabus to the concurrent enrollment college for each
 1785 concurrent class,
- 1786 • Attend concurrent enrollment meetings, up to one per semester,
- 1787 • Assist in collecting concurrent enrollment paperwork,
- 1788 • Ongoing communication with the concurrent enrollment college Department
 1789 Chair and other concurrent enrollment college staff as needed,
- 1790 • Complete census rosters each semester by the deadline provided by the
 1791 concurrent enrollment college.
- 1792 • Fulfill all required responsibilities as assigned by the concurrent enrollment
 1793 college.

1794 The parties also agree that the instructors of the Concurrent Enrollment courses must
 1795 volunteer to teach the additional minutes per concurrent classroom period, as required by
 1796 the concurrent enrollment college. Instructors that do not agree to teach the additional
 1797 minutes as required by Allan Hancock College will not be eligible to teach a Concurrent
 1798 Enrollment course.

1799 H. Summer School and Extended School Year (ESY)

1800 When Summer School and ESY programs are offered, the following procedures will apply:

- 1801 1. Summer School and ESY applications will be available in February.
- 1802 2. If selected, unit members will be notified as soon as possible by Human
 1803 Resources of their Summer School assignment.

1804 RULES AND REGULATIONS - CERTIFICATED NON-MANAGEMENT SALARY SCHEDULE (continued)

- 1805 3. Unit members selected for summer positions must commit to the entire duration
1806 of the summer program.
- 1807 4. Unit members will be required to attend professional development not to exceed
1808 six (6) hours, unless by mutual agreement between the District and the
1809 Federation. This professional development may happen during the regular school
1810 year.
- 1811 5. Teachers will be provided with equal hours for classroom preparation and closing,
1812 not to exceed six (6) hours for each.
- 1813 6. In the event of a teacher absence, the teacher is responsible for securing a
1814 substitute from a list provided by the District or by mutual agreement between the
1815 teacher and administrator.

1816 VI. SUPPLEMENTAL PAY RATES

- 1817 A. The following hourly pay rates will be used to compensate unit members for activities
1818 outside the assigned working day:
- 1819 Tier I -- Column 1, Step I -- Unit members attending professional learning, conferences
1820 and other presentations, with pre-approval for compensation from the appropriate
1821 administrator.
- 1822 Tier II -- Column 1, Step V -- Unit members developing instructional materials, pacing
1823 guides, testing instruments and other curricular content, with pre-approval for
1824 compensation from the appropriate administrator.
- 1825 Tier III -- Column II, Step VII -- Unit members conducting professional learning, teaching
1826 Home/Hospital students, or other kinds of instruction, with specific beginning and end
1827 dates, outside the member's regular assignment, with pre-approval for compensation from
1828 the appropriate administrator.
- 1829 These pay rates are based on the Part Time Support Teachers Salary Schedule
1830 (Appendix D).

1831 RULES AND REGULATIONS - CERTIFICATED NON-MANAGEMENT SALARY SCHEDULE (continued)

1832 B. Teachers will be paid at the substitute hourly rate (substitute daily rate divided by 6) for
1833 work done outside contract hours (not to exceed 12 hours) made necessary by a required
1834 classroom change. The District shall provide assistance in moving District material
1835 whenever a teacher is transferred or there is a required room change.

1836 C. Teachers on special assignment will be compensated at a rate equivalent to the amount
1837 received in all positions held at the time of release with the exception of site mentors who
1838 will receive the base mentor stipend. Teachers on special assignment who must leave
1839 their regular assignment shall be offered the opportunity to return to the same school and
1840 grade level for elementary and same school and department for secondary school
1841 teachers.

1842 VII. AGRICULTURE TEACHER AND AQUARIUM DIRECTOR

1843 For days beyond 185, an Accountability Log listing hours of instructional and non-instructional
1844 duties will be submitted to the Assistant Superintendent, Human Resources no later than
1845 September 1st (includes summer).
1846 First semester includes Winter Break activities and will be due by January 31st. Second semester
1847 includes summer activities and will be due September 1st of the academic year.

1848 VIII. NEW UNIT MEMBERS

1849 New unit members who are required to attend additional days for purposes of orientation beyond
1850 the days stipulated in Section 9.3.8 (K) and (N) shall receive the daily rate for substitute teachers
1851 for each day.

1852 IX. Part Time Support (PTS) teachers are appropriately credentialed staff members whose primary role
1853 is to support regularly assigned classroom teachers. PTS teachers provide a supplemental
1854 instructional service and implement instructional programs.

1855 RULES AND REGULATIONS - CERTIFICATED NON-MANAGEMENT SALARY SCHEDULE (continued)

1856 **PTS teachers:**

- 1857 ■ May work under the direction of a regularly assigned teacher
- 1858 ■ May work one-on-one with students and/or groups of students
- 1859 ■ May team up with the regular teacher to conduct lessons
- 1860 ■ Are not the teacher of record
- 1861 ■ Do not hold regular parent conferences but might be asked to attend a meeting with
- 1862 ■ parents
- 1863 ■ Are not responsible for assigning student grades, but collaborate with teacher of record
- 1864 ■ regarding student progress
- 1865 ■ PTST subs may be requested by the site administrator
- 1866 ■ Vacancies will be filled based on available substitutes

1867 **Evaluation:**

1868 PTS teachers are subject to evaluation.

1869 X. TRAVEL COMPENSATION / STIPEND

- 1870 A. Unit members assigned to multiple school sites shall be compensated for travel between/
1871 among school sites at the mileage rate the IRS allows.
- 1872 B. Elementary and Secondary Non-itinerant teachers whose regular assignment requires
1873 travel to another school site during their prep period or lunch break on a daily basis shall
1874 receive a stipend of \$2,942. These teachers will not be responsible for rotating duties at
1875 either site.
- 1876 C. Unit members who have a split assignment without daily travel, but who have extra duties
1877 as a result of working at two sites, will receive a stipend of \$665. The number of these
1878 stipends paid shall not exceed three (3). If four or more unit members qualify, the District
1879 and LFT will meet to negotiate a solution.

1880 RULES AND REGULATIONS - CERTIFICATED NON-MANAGEMENT SALARY SCHEDULE (continued)

1881 XI. UNIVERSITY MENTORING STIPEND

1882 Unit members who provide mentoring services for newly hired staff who are on internship permits
1883 and, as such, require a mentor to complete their Institute of Higher Learning's credential
1884 requirements, will be compensated with a \$1097 stipend per mentee.

- 1885 1. The stipend will be paid in two installments. One will be in December and one in June.
- 1886 2. Should the mentorship end prematurely, the stipend will be pro-rated based on the
1887 percentage of the 185-day teacher calendar.

1888 XII. OVERNIGHT FIELD TRIP STIPENDS

- 1889 1. A \$548 stipend will be paid to unit members chaperoning a 3-day or longer trip. A \$329
1890 stipend will be paid to unit members chaperoning a 2-day trip.

1891 XIII. BENEFITS AND THE LAW

1892 In the event any increase in benefits provided for in this Agreement are determined pursuant to
1893 administrative or judicial authority to constitute a violation of the law, it is agreed that any such
1894 benefit increase shall be considered to have been null and void and the District shall thereby be
1895 empowered to make any and all adjustments in such employee benefits necessary to cure such
1896 violation including retroactive adjustments.

LOMPOC UNIFIED SCHOOL DISTRICT
Lompoc, California

Teacher Annual Salary Schedule
Adopted by the Board: June 25, 2024

2024-2025

Column	I	II	III	IV	V
	BA / BA + 15	BA + 30	BA + 45	BA + 60	BA + 75
Step					
1	61,244	64,960	68,672	72,387	76,100
5	66,269	69,985	73,698	77,411	81,126
7	71,297	75,010	78,724	82,438	86,152
9			86,572	90,285	94,000
11				95,311	99,025
13				97,822	101,537
15				99,347	103,061
17				100,873	104,583
19				102,394	106,108
21				103,922	108,993
23				105,444	109,819
25				106,874	111,421

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 \$1688 shall be added for a Master's Degree and an additional \$1688 for a Doctor's Degree. The Doctor's Degree shall be in a subject area commonly taught in the District.

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

Effective Date: July 1, 2024

LOMPOC UNIFIED SCHOOL DISTRICT
Lompoc, California

Special Education Teacher Annual Salary Schedule
Adopted by the Board: June 25, 2024

2024-2025

Column	I	II	III	IV	V
	BA / BA + 15	BA + 30	BA + 45	BA + 60	BA + 75
Step					
1	62,238	66,012	69,786	73,561	77,334
5	67,345	71,121	74,891	78,666	82,441
7	72,454	76,227	80,000	83,775	87,548
9			87,975	91,749	95,524
11				96,857	100,630
13				99,409	103,184
15				100,959	104,731
17				102,507	106,281
19				104,056	107,829
21				105,605	110,759
23				107,155	111,599
25				108,607	113,229

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 \$1688 shall be added for a Master's Degree and an additional \$1688 for a Doctor's Degree. The Doctor's Degree shall be in a subject area commonly taught in the District..
Experience Credit:	Any unit members hired for the 2018-19 school year and onward will be granted unlimited years of service on the salary schedule.

Effective Date: July 1, 2024

LOMPOC UNIFIED SCHOOL DISTRICT
Lompoc, California

Teacher Support Provider Annual Salary Schedule
Adopted by the Board: June 25, 2024

2024-2025

Column	I	II	III	IV	V
	BA / BA + 15	BA + 30	BA + 45	BA + 60	BA + 75
Step					
1	62,899	66,715	70,527	74,343	78,156
5	68,061	71,877	75,687	79,502	83,319
7	73,225	77,039	80,851	84,668	88,480
9			88,912	92,725	96,540
11				97,887	101,700
13				100,468	104,282
15				102,032	105,846
17				103,597	107,411
19				105,161	108,974
21				106,729	111,938
23				108,295	112,788
25				109,761	114,432

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 \$1688 shall be added for a Master's Degree and an additional \$1688 for a Doctor's Degree. The Doctor's Degree shall be in a subject area commonly taught in the District.

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

Effective Date: July 1, 2024

LOMPOC UNIFIED SCHOOL DISTRICT
Lompoc, California

Activities Director, Certified Athletic Trainer, Counselor, SEL Counselor,
Education Technology and Media Specialist, Nurse, Program Specialist
Annual Salary Schedule
Adopted by the Board: June 25, 2024

2024-2025

Column	I	II	III	IV	V
	BA / BA + 15	BA + 30	BA + 45	BA + 60	BA + 75
Step					
1	64,556	68,470	72,385	76,300	80,215
5	69,852	73,768	77,680	81,596	85,512
7	75,152	79,066	82,978	86,894	90,810
9			91,251	95,167	99,081
11				100,464	104,377
13				103,111	107,026
15				104,718	108,632
17				106,324	110,236
19				107,929	111,843
21				109,538	114,884
23				111,144	115,755
25				112,650	117,444

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 \$1688 shall be added for a Master's Degree and an additional \$1688 for a Doctor's Degree. The Doctor's Degree shall be in a subject area commonly taught in the District.
Experience Credit:	Any unit members hired for the 2018-19 school year and onward will be granted unlimited years of service on the salary schedule.

Effective Date: July 1, 2024

LOMPOC UNIFIED SCHOOL DISTRICT
Lompoc, California

Athletic Directors Annual Salary Schedule
Adopted by the Board: June 25, 2024

2024-2025

Column	I	II	III	IV	V
	BA / BA + 15	BA + 30	BA + 45	BA + 60	BA + 75
Step					
1	66,210	70,226	74,239	78,256	82,270
5	71,643	75,661	79,672	83,688	87,704
7	77,078	81,093	85,106	89,123	93,137
9			93,590	97,606	101,621
11				103,039	107,053
13				105,755	109,770
15				107,402	111,417
17				109,050	113,064
19				110,696	114,710
21				112,347	117,828
23				113,994	118,724
25				115,540	120,456

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 \$1688 shall be added for a Master's Degree and an additional \$1688 for a Doctor's Degree. The Doctor's Degree shall be in a subject area commonly taught in the District.

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

Effective Date: July 1, 2024

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: June 25, 2024

2024-2025

Column	I	II	III	IV	V
	BA / BA + 15	BA + 30	BA + 45	BA + 60	BA + 75
Step					
1	69,520	73,737	77,952	82,168	86,383
5	75,224	79,443	83,656	87,872	92,087
7	80,931	85,147	89,362	93,578	97,794
9			98,271	102,487	106,702
11				108,191	112,406
13				111,041	115,259
15				112,773	116,986
17				114,502	118,718
19				116,232	120,447
21				117,964	123,722
23				119,692	124,659
25				121,316	126,478

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 \$1688 shall be added for a Master's Degree and an additional \$1688 for a Doctor's Degree. The Doctor's Degree shall be in a subject area commonly taught in the District.
Experience Credit:	Any unit members hired for the 2018-19 school year and onward will be granted unlimited years of service on the salary schedule.

Effective Date: July 1, 2024

APPENDIX B - 206 Day Work Year

LOMPOC UNIFIED SCHOOL DISTRICT
Lompoc, California

Psychologist, Behaviorist & School Social Worker II
Annual Salary Schedule

Adopted by the Board: June 25, 2024

2024-2025

Column	I	II
	BA + 60	BA + 75
Step		
1	109,991	113,749
2	110,533	114,290
3	111,176	114,934
4	112,035	115,794
5	113,112	116,869
8	114,296	118,054
11	115,481	119,238
14	116,665	120,424
17	117,854	121,610
20	119,038	122,795
23	120,224	123,981
26	121,408	125,165
29	122,592	126,353

Advanced Degree Stipends	An additional \$1688 shall be added for a Master's Degree and an additional \$1688 for a Doctor's Degree. The Doctor's Degree shall be in a subject area commonly taught in the District.
Experience Credit:	Any unit members hired for the 2018-19 school year and onward will be granted unlimited years of service on the salary schedule.

Effective Date: July 1, 2024

LOMPOC UNIFIED SCHOOL DISTRICT
Lompoc, California

Speech Therapist Annual Salary Schedule
Adopted by the Board: June 25, 2024

2024-2025

Step	
1	92,605
5	97,900
7	103,196
9	106,379
11	107,986
13	109,593
15	111,200
17	112,806
19	114,412
21	120,494
23	123,300
25	125,087

Advanced Degree Stipend:

The stipend for a Master's Degree is included in the figures on the salary schedule above. An additional \$1688 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 unit members 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	77,789
2	77,809
3	86,540
4	86,893
5	88,383

*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, 2024

LOMPOC UNIFIED SCHOOL DISTRICT
Lompoc, California

School Social Worker I Annual Salary Schedule
Adopted by the Board: **June 25, 2024**

2024-2025

Step	I BA + 45	II BA + 60
1	80,213	84,329
5	85,781	89,898
7	91,351	95,467
9	100,048	104,163
11	105,616	109,730
13	108,399	112,515
15	110,089	114,203
18	111,777	115,890
21	113,464	117,579
24	115,156	120,776
27	116,844	121,692
30	118,427	123,467

Advanced Degree Stipends An Additional \$1688 shall be added for a Master's Degree and an additional \$1688 for a Doctor's Degree. The Doctor's Degree shall be in a subject area commonly taught in the District.

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

Effective Date: July 1, 2024

LOMPOC UNIFIED SCHOOL DISTRICT
Lompoc, California

Part Time Support Teacher (PTS) Salary Schedule
Adopted by the Board: June 25, 2024

2024-2025

Column	I	Hourly Rate	II	Hourly Rate
	BA / BA <45		BA / BA +45	
Step				
1	36,018	33.35	38,167	35.34
5	38,923	36.04	41,094	38.05
7	41,860	38.76	44,021	40.76

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, 2024

EXTRA ASSIGNMENT SALARY SCHEDULE

APPENDIX F

LEVEL I		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Coaches:	Football	4,780	5,309	5,898
Assistant Coach Level I		3,584	3,983	4,427
LEVEL II		4,184	4,650	5,168
Band Director				
Senior High Spirit Leader				
Senior High Choral Director				
Senior High Dance Advisor				
Senior High Drama Coach				
Coaches:	Baseball			
	Basketball			
	Flag Football			
	Softball			
	Track			
	Water Polo			
	Wrestling			
Assistant Coach Level II		3,142	3,490	3,878
LEVEL III		3,586	3,986	4,429
Dance Line/Color Guard Coach				
FBLA Advisor				
FFA Advisor				
FHA Advisor				
Middle School Sports Instruction (per year)				
Mock Trial Advisor or Model UN Advisor				
Sr. High Newspaper Advisor				
Sr. High Yearbook Advisor				
Ornamental Horticulture Teacher				
Skills USA Advisor				
Coaches:	Cross Country			
	E-Sports			
	Golf			
	Soccer			
	Swimming			
	Tennis			
	Volleyball			
Assistant Coach Level III		2,694	2,992	3,323
Skills USA Assistant Advisor				
Assistant Drama Coach				
Assistant Senior High Dance Advisor				
Assistant Senior High Spirit Leader				
Middle School ASB Advisor				
Equipment Manager			6,505	7,220
LEVEL IV (does not qualify for double or longevity extra-curricular stipend)				
Middle School Band Director (per year)		1,382	1,726	1,916

Effective Date: July 1, 2024

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 F in the academic year shall receive an additional stipend of \$1,120 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 F, including athletic trainers for more than four (4) years will receive an additional stipend of \$784 per year. A unit member who qualifies will only receive one (1) stipend of \$784 per year.
4. Bargaining Unit Members who have served in (1) or more extra assignment(s) as listed in Appendix F, including athletic trainers will receive an additional stipend of \$784 per year at years 8-10, and additional \$784 at years 11 – 13 and an additional \$784 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	\$784
8 - 10	\$1,569 (\$784 x 2)
11 - 13	\$2,353 (\$784 x 3)
14+	\$3,137 (\$784 x 4)

5. Coaches, Band Directors, Senior High Spirit Leader Advisors and Senior High Auxiliary Support Advisors participating in extended season 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 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. Skills USA Competition

If a team qualifies for and participates in the Skills USA Competition, the advisor will receive a stipend of \$1,869. If they qualify for and participate in the National Competition, the advisor will receive an additional stipend of \$1,869.

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.

9. Summer Conditioning

The District shall allocated \$10,000 to each traditional high school annually to be used for sports and activities during the summer. Only staff who coach or advise high school sports and activities listed on Appendix F: Extra Assignment Salary Schedule during the regular school year will be eligible for compensation. This \$10,000 allotment shall be exempt from any negotiated raises.

To be considered for compensation, eligible staff must:

- Work with students 10 or more days, for a minimum of 2 hours daily, outside of their regular contract year;
- Provide goals and purpose and a practice schedule prior to the start of the summer activity;
- Take daily student attendance and submit to the principal at the end of the summer

Site administration shall have discretion over how to distribute funds allocated to each school, provided that no one individual or sport/extracurricular activity shall be compensated more than one sixth (1/6) of the \$10,000 site allotment, or about \$1,667. Fractional shares (up to 1/6 site allotment) may be split among coaches/advisors, subject to final approval of distribution by site administration. Additional work outside the regular contract year that qualifies for payment under this Section does not count towards the “two (2) or more extra assignments” stipend listed in Appendix F.2.

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