

**Memorandum of Understanding
Between The
California School Employees Association (CSEA)
And Its Chapter 257
And The Lompoc Unified School District (LUSD)**

This Memorandum of Understanding (“MOU”) is made between the Lompoc Unified School District ("District," or “LUSD”) and the California School Employees Association and its Chapter 257 ("CSEA"). The District and CSEA may each be referred to as a “Party” in this Agreement or, collectively, the “Parties.”

WHEREAS, the District and CSEA recognize that when there are unfilled bus driver positions, there is a need for transportation of at most nine students to or from school using qualified LUSD Transportation Attendants in district vans or other non-school bus fleet vehicles.

WHEREAS to continue to attract and retain quality Transportation Attendants, the District will compensate qualified Transportation Attendants \$1.50/hour above their current hourly rate for the 2024-2025 school year for hours spent transporting students to or from school. The District will compensate unqualified Transportation Attendants for one (1) hour at their current hourly rate for the time spent obtaining valid CPR and First Aid Certifications. The District will compensate unqualified Transportation Attendants for one half (1/2) hour at their current hourly rate for the time spent learning to install and remove a car seat properly.

NOW, THEREFORE, the Parties wish to express their Agreement, memorialize intentions, and describe responsibilities.

THE PARTIES AGREE TO THE FOLLOWING:

A. APPLICABILITY AND QUALIFICATIONS

Existing permanent employees who have successfully passed the probationary period in the position of Transportation Attendant are eligible for the additional compensation. To qualify, Transportation Attendants must:

- Have a valid CA driver’s license
- Submit to random drug and alcohol testing
- Have a current and valid CPR and First Aid Certification
- Agree to enrollment in the DMV Pull-Notice System
- Be physically able to enter and exit the vehicle multiple times during routes to appropriately assist and lift students in and out of the vehicle and/or car seat.
- Be able to install and remove a car seat properly
- Notify the Transportation Manager in writing of their interest in transporting students to or from school.

Transportation Attendants will be added to an eligibility list upon demonstrating all of the qualifications listed above. Once added to the eligibility list, the Transportation Attendant will be eligible when future routes are offered according to distribution of routes below.

B. DISTRIBUTION OF ROUTES

At the beginning of and throughout the school year, when bus driver shortages necessitate the need for van drivers to transport students to or from school, the distribution of routes will be assigned on a rotating seniority basis. The Transportation Department will maintain a seniority list based on the date of hire for all Transportation Attendants who meet the above qualifications. When a van route becomes available, it will be offered to the most senior Transportation Attendant meeting the above qualifications. If the Transportation Attendant refuses the assignment, or when the next route becomes available, it will be offered to the next person on the seniority list. Once the list has been exhausted, the next route will be offered to the most senior Transportation Attendant meeting the above qualifications. Attendants may not transport students for more than ten (10) hours in any twenty-four (24) hour period, and may not transport students until having a minimum of eight (8) hours off duty.

C. COMPENSATION

Transportation Attendants will be compensated an additional \$1.50/hour above their current hourly rate for the hours they spend transporting students to and from school. In addition to completing their normal time sheet for the payroll department, they will be required to complete a Green Sheet for only those hours related to transporting students to or from school.

TERMINATION OF AGREEMENT

This Memorandum of Understanding will become final and binding upon the Parties with ratification by the membership of the Association (pursuant to Association Policy 610 and if required by that policy) and adoption by the Lompoc Unified School District Board of Trustees and shall be completed on (DATE) or when the language is revised by a subsequent MOU or contract language.

NATURE OF AGREEMENT

This Agreement represents the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications, however characterized, written or oral, between or on behalf of the Parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the Parties hereto and approved by LUSD's Board of Education.


GOVERNING LAW

This Agreement shall be governed by and interpreted, construed, and enforced in accordance with the laws of the State of California.

COUNTERPART EXECUTION: ELECTRONIC DELIVERY

This Agreement may be executed in any number of counterparts, which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an "ink-signed" original.

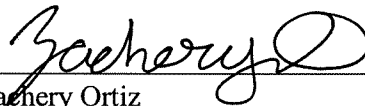
8-2-2024
Dated


Amy Jamar
CSEA Chapter 257 President


8-2-2024
Dated


Brian Jaramillo
District Lead Negotiator

8-2-2024
Dated


Zachery Ortiz
CSEA Labor Relations Representative

8/30/24
Dated


Franky (William) Caldeira
LUSD Board President