



STATE OF CALIFORNIA  
PUBLIC EMPLOYMENT RELATIONS BOARD  
**AMENDED UNFAIR PRACTICE CHARGE**

Unfair Practice Charge Case  
Number:

Date of Amended  
Charge:

Amended Charge:      First      Second      Other \_\_\_\_\_

**INSTRUCTIONS:** File this amended charge form via the e-PERB Portal, with proof of service. Parties exempt from using the e-PERB Portal may file the original form in the appropriate PERB regional office (see PERB Regulation 32075), with proof of service attached. Proper filing includes concurrent service and proof of service of the charge as required by PERB Regulation 32615(c). All forms are available from the regional offices or PERB's website at [www.perb.ca.gov](http://www.perb.ca.gov). If more space is needed for any item on this form, attach additional sheets and number items. Questions regarding your filing may also be directed to the Board agent assigned to your charge.

**1. Charging Party:**

**2. Respondent:**

**3. PERB Regulation 32621 provides that an amended charge must provide certain information required by PERB Regulation 32615, including contact information for all parties, the statute, regulation, and/or local rule(s) alleged to be violated, and a copy of the local rule(s) if applicable.**

*(Check one box only)*

The undersigned confirms that all of this information has previously been provided to PERB.

To the extent that some of this information has not been previously provided, it is included herein as an attachment.

**4. Statement of Charge:**

Provide a clear and concise statement of the conduct alleged to constitute an unfair practice including, where known, the time and place of each instance of respondent's conduct, and the name and capacity of each person involved. This must be a statement of the facts that support your claim and *not conclusions of law*. A statement of the remedy sought must also be provided. *(Use and attach additional sheets of paper if necessary.)*

**DECLARATION**

I declare under penalty of perjury that I have read the above charge and that the statements herein are true and complete to the best of my knowledge and belief and that this declaration was executed on \_\_\_\_\_

(Date)

at \_\_\_\_\_  
(City and State)

(Type or Print Name)

(Signature)

Title, if any: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

## PROOF OF SERVICE

I declare that I am a resident of or employed in the County of \_\_\_\_\_,  
State of \_\_\_\_\_. I am over the age of 18 years. The name and address of my  
Residence or business is \_\_\_\_\_

On \_\_\_\_\_, I served the \_\_\_\_\_  
(Date) (Description of document(s))

\_\_\_\_\_ in Case No. \_\_\_\_\_  
(Description of document(s) continued) PERB Case No., if known)

on the parties listed below by (check the applicable method(s)):

placing a true copy thereof enclosed in a sealed envelope for collection and  
delivery by the United States Postal Service or private delivery service following  
ordinary business practices with postage or other costs prepaid;

personal delivery;

electronic service - I served a copy of the above-listed document(s) by  
transmitting via electronic mail (e-mail) or via e-PERB to the electronic service  
address(es) listed below on the date indicated. *(May be used only if the party  
being served has filed and served a notice consenting to electronic service or has  
electronically filed a document with the Board. See PERB Regulation 32140(b).)*

*(Include here the name, address and/or e-mail address of the Respondent and/or any other parties served.)*

I declare under penalty of perjury under the laws of the State of California that the  
foregoing is true and correct and that this declaration was executed on \_\_\_\_\_,  
at \_\_\_\_\_  
(City) (State) (Date)



(Type or print name)

(Signature)

The Lompoc Federation of Teachers (LFT) has been negotiating directly with the Board of Education for the Lompoc Unified School District circumventing the designated District Negotiating Team. Individual Board Members are directly approached. In addition, LFT uses individual Board members to negotiate items not originally sunshined, violating the Rhodda Act. Similarly, LFT violates the EERA by negotiating with Board Members instead of the designated negotiations representatives of the District. LFT purposely undermined the District negotiating team members to the LUSD School Board. LFT demanded a change in Board Member representation after the Board had chosen their representative for LFT negotiations during a public meeting. This was after the Board member chosen during a public Board meeting, shared an opinion during negotiations contrary to what LFT wanted. Therefore, they reached out to a different Board member to solicit their involvement.

Requested Remedy: Public acknowledgment from PERB that the bargaining unit broke the Rhodda Act, EERA, and Government 3453.6. LFT publicly acknowledges that they must follow the Rhodda Act and all other laws governing negotiations.

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**From:** Cindy Spangler <[cspangler59@gmail.com](mailto:cspangler59@gmail.com)>

**Sent:** Tuesday, June 8, 2021 11:49 AM

**Subject:** interrupted negotiations

Good morning,

I'm writing as a certificated employee and also a member of the LFT negotiations team. I want to share my anger and disappointment at the interruption of the current negotiations cycle and the fact that the District negotiating team presented this interruption as being on behalf of the Lompoc School Board.

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As a member of the negotiating team, I appreciate the hard work that Jim Walker has done to guide us in working together. To have him unilaterally fired in the middle of a negotiations cycle is detrimental both to the outcome of negotiations and also to our ability to work together with the District. In addition, their presentation of this firing and the consideration of hiring Jim Brown as coming from the School Board appears to be deceptive.

It is my hope that the School Board will take this disruption very seriously and will consider the lasting impact that this deception and Jim Walker's firing may have on current and future negotiations. I understand that the District is now calling this "a big misunderstanding" and that they have agreed to retain Jim Walker for the remainder of this negotiations cycle. I am glad that negotiations will resume as planned in the fall, but am not in agreement that it was a misunderstanding. It was an attempt to disrupt negotiations and was a deception to say that it came from the School Board. This is unacceptable and will very likely negatively impact future negotiations.

Thank you,  
Cindy Spangler  
Program Specialist, LUSD  
Member, LFT Negotiations team

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**From:** Skyler Petersen <[skylerlft@gmail.com](mailto:skylerlft@gmail.com)>

**Sent:** Sunday, June 6, 2021 8:06 AM

**To:** William Heath <[dr.bill.lusdboard@gmail.com](mailto:dr.bill.lusdboard@gmail.com)>; Stephen Straight <[straight.stephen@lusd.org](mailto:straight.stephen@lusd.org)>;  
[nsjlusdsb@gmail.com](mailto:nsjlusdsb@gmail.com) <[nsjlusdsb@gmail.com](mailto:nsjlusdsb@gmail.com)>; Tom E. Blanco <[blanco.tom@lusd.org](mailto:blanco.tom@lusd.org)>; [blevins.janet@lompocschools.org](mailto:blevins.janet@lompocschools.org) <[blevins.janet@lompocschools.org](mailto:blevins.janet@lompocschools.org)>

**Subject:** Jim Walker

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Good morning, School Board Members,

A lot has happened over the course of this weekend involving the status of our negotiations ~~facilitator Jim Walker. All of what's happened was instigated by the below email from Bree Valla, which was sent to Jim on Friday in response to an email he sent inquiring about renewing his contract. (I received the exchange because Jim cc'd me and Jerry White in his initial email and in his reply to this.)~~

On Jun 4, 2021, at 1:24 PM, Bree B. Valla <[valla.bree@lusd.org](mailto:valla.bree@lusd.org)> wrote:

Thanks, Jim! I hope your water lines were cleared of mud and life is back to normal at home!

The Board has been pushing to have Jim Brown, who has been doing our Board Governance trainings, also lead negotiations. Let me see what I can do to continue your contract instead of changing.

I will be in touch soon.

Can I get a few points clarified?

- Will consulting be done in-person or via Zoom?
- What will your rates be?

Is Bree's statement about the Board an accurate representation of the Board's desire? Does the Board in fact prefer to have Jim Brown leading negotiations?

If so, I understand that the Board may differ in your opinions from CSEA and LFT, but I wish both organizations' leaders had been made aware of this preference (since Bree never shared this preference with either of us).

If this doesn't represent the will of the Board, please know that the District may have just damaged beyond repair our relationship with Jim Walker, who has effectively served as negotiations facilitator in our district for 10 years. Jim is (perhaps now was) ready and interested in continuing with us in person next year. In fact, we ended negotiations last week with dates scheduled for the fall and a discussion about LFT's desire to return to in-person bargaining. Jim agreed that he hoped we would be meeting in person by then.

As our bargaining unit may be directly impacted by the fallout from Bree's above email, I'm very interested in getting to the bottom of this. Any information you can provide to help me understand what's going on would be helpful as we try to proceed from here.

Thank you,  
Skyler

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Skyler Petersen

*President*

*Lompoc Federation of Teachers, Local 3151*

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From: **Jerry White** <[decante@gmail.com](mailto:decante@gmail.com)>

Date: Fri, Jun 11, 2021 at 7:22 AM

Subject: Letter

To: Bill Heath <[dr.bill.lusdboard@gmail.com](mailto:dr.bill.lusdboard@gmail.com)>, Janet Blevins <[blevins.janet@lompocschools.org](mailto:blevins.janet@lompocschools.org)>, Nancy Schuler Jones <[nsjlusdsb@gmail.com](mailto:nsjlusdsb@gmail.com)>, Steve Straight <[straight7@hotmail.com](mailto:straight7@hotmail.com)>, Tom Blanco <[trtomlhs@hotmail.com](mailto:trtomlhs@hotmail.com)>

CC: Skyler Petersen <[skylerlft@gmail.com](mailto:skylerlft@gmail.com)>

Good morning,

Attached you will find a joint letter from the LFT and CSEA.

In Strength and Unity.

Jerry A. White  
CSEA Lompoc Chapter 257  
Chapter President

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June 7, 2021

Dear School Board Members,

On Friday June 4, CSEA and LFT Leadership were made aware that Deputy Superintendent Bree Valla had informed our long-time negotiations facilitator Jim Walker, whose contract with LUSD expires June 30, that the School Board was pushing to replace him with another facilitator. Ms. Valla specifically informed Mr. Walker that the School Board was seeking to use the services of Jim Brown, who has been running the Board workshops that have been ongoing throughout this year. Neither CSEA nor LFT was informed of this decision prior to Mr. Walker receiving notice from the Deputy Superintendent, and we only learned of this decision from Mr. Walker himself.

Then, over the weekend, we discovered through inquiries made to School Board members that the School Board had not, in fact, made any such request to seek a replacement for Mr. Walker, nor had any discussion on the topic ever been held between District management and the School Board.

We also learned of an email sent to the School Board from Superintendent Trevor McDonald on Saturday where Mr. Walker was quoted out of context and without noting that he was responding to Ms. Valla's email informing him that the School Board wished to engage the services of Jim Brown in his place. The Superintendent's email created the impression that Mr. Walker would not be available for in-person meetings and no longer had a desire to work with LUSD. At the last negotiations with both LFT and CSEA, at which a Board member was present, Mr. Walker clearly stated that he looked forward to continuing our negotiations and would be happy when we could meet in person.

To be clear, both CSEA and LFT Leadership are outraged over these discoveries. Jim Walker has effectively served as the negotiations facilitator in both CSEA's and LFT's bargaining sessions with the District for ten years. He is respected by all parties because he is fair, knowledgeable, and has skillfully helped both unions resolve periods of tension and conflict with the District at various points in his ten-year history working in our District.

Both CSEA and LFT were expecting to continue into the next school year with Jim Walker in negotiations. Both unions are currently in the middle of important work with Mr. Walker—CSEA is in the process of creating and committing to its relationship compact with the District, while LFT has yet to finish this year's contract negotiations cycle. To lose him at this moment is in neither CSEA's nor LFT's interest. Without him as our facilitator, our current and future work in negotiations with the District would be impaired, to the detriment of our respective memberships.



Additionally, both CSEA and LFT each respectively have an Always Consult Before Deciding (ACBD) agreement with the District in place which requires parties to notify one another before major decisions are made that could impact relations. District management failed to live up to this ACBD agreement, both when notifying Mr. Walker that the Board wanted to seek another facilitator and when on Sunday they unilaterally cancelled all upcoming negotiation sessions that were currently scheduled for CSEA and LFT negotiations.

One of the core tenets of the interest-based bargaining process we use in negotiations is trust. Because of the events of the past few days, we are now deeply concerned by management's misrepresentation of the will of the School Board. We have no choice but to question other instances in which the District has claimed to speak on behalf of the Board, including instances that have recently arisen in closed-door labor-management negotiations. Moving forward, both CSEA and LFT fully intend to be vigilant in monitoring discussion at School Board meetings and fact-checking any future instance in which District management claims to be speaking on behalf of the Board.

CSEA and LFT both are committed to doing everything we can to convince Mr. Walker to renew his contract with LUSD. We were relieved to learn late yesterday afternoon that District management has agreed to the terms now set forth by Mr. Walker that he requires as a means to repair the trust that has been broken. In the interest of all members of CSEA's and LFT's bargaining units, we urge the Board to vote to renew his contract, which we hope to see on the next School Board agenda.

In unity,



Jerry White  
President, CSEA Lompoc Chapter 257



Skyler Petersen  
President, LFT Local 3151

## **Additional Violations**

### **#7 & 8 added March 9, 2022**

ince the initial filing of the Unfair Labor Practice, the below instances of directly negotiating with the Board have occurred

#### **1. 11/24/2021 Email to Board**

LFT President Skyler Petersen emailed the entire LUSD Board threatening a mass exodus if negotiations continued as they were going. Requested that the Board discipline members of the District Negotiations Team, arguing the Unfair Labor Charge filed with PERB directly with the Board, and requesting that the Board change existing negotiated contract language regarding monthly Labor Management meetings.

#### **2. 11/29/2021 Email to Board**

LFT President Skyler Petersen emailed the entire LUSD Board requesting to be on an interview panel. (See attached.)

#### **3. 12/13/21 School Board Meeting**

During public comment, Skyler Peteresen, LFT President made the following remarks to the School Board directly negotiating with the Board regarding the negotiations facilitator, negotiating contract language regarding monthly labor management meetings, failing to abide by the grievance procedure and taking their complaints directly to the board after filing grievances, and more.

#### **4. 12/15/21 Special Board Meeting**

During public comment Skyler, after identifying herself as the LFT President, spoke about funding for substitutes coming from the General Fund as a way so that LUSD has less money for negotiations. "Use the right payment as another excuse as why the District cannot give our members an acceptable raise." Pled with the Board to questions the funding source, clearly directly asking the Board for money as the union president. <https://youtu.be/i8Ne6m7oRos>

#### **5. 1/25/2022 Letter to the Board**

During the Public Comment period, the attached letter was submitted by LFT Executive Board Member Margaret Tennant and Negotiations Team member and read on behalf of the VMS LFT members negotiating directly with the Board regarding compensation.

#### **6. 2/5/2022 Email to Board Members**

Cindy Spangler, LFT Executive Officer and member of the negotiating team, emailed the Board members requesting that they reinstate a MOU, rather than going through the negotiations process.

#### **7. 2/11/ 2022 Facebook Plea re Stipend**

Margaret Tennant, LFT Executive Officer and member of the LFT Negotiations Team, posted a plea on Facebook for the community to pressure the Board to pay a stipend for teachers chaperoning a field trip. The MOU had already been discussed by negotiating teams and LUSD shared, in August 2021, that they would not renew, but would negotiate the stipend. LFT did not discuss this stipend during compensation negotiations. Rather, they are taking their desire for additional stipends to the Board directly, circumventing the negotiations process.

**8.3/9/22 Email re Negotiations Facilitator-** LFT President and Negotiations Team Member Skyler Petersen emailed the Board about the negotiations facilitator. Selecting the negotiations facilitator is a function of negotiations. LFT is unhappy with how the process is working and went directly to the Board to share their unhappiness with the process.

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**From:** Skyler Petersen <skylerlft@gmail.com>

**Sent:** Wednesday, November 24, 2021 1:06 PM

**To:** nsjlusdsb@gmail.com <nsjlusdsb@gmail.com>; blevins.janet@lompocschools.org <blevins.janet@lompocschools.org>; William Heath <dr.bill.lusdboard@gmail.com>; Tom E. Blanco <blanco.tom@lusd.org>; Stephen Straight <straight.stephen@lusd.org>

**Subject:** Fwd: Fw: Filing

Board Members,

I'm reaching out to keep you in the loop about another frivolous unfair labor practice charge that the District (Bree Valla) has filed against LFT, in case you were not already informed by the District. Attached is the filing I was sent last Wednesday morning, so that you can see it for yourself. The allegations are as follows:

*The Lompoc Federation of Teachers has repeatedly used Lompoc Unified email during work hours for union business. Violations occurred on: 5/17, 5/10, 5/5, 5/3/21, 5/24/21, 6/1/21, 6/2/21, 6/7/21, 8/23/21 (2), 8/30/21, 9/3/21, 9/7/21, 9/13/21, 9/20/21, 9/21/21, 9/27/21, 9/29/21, 10/4/21, 10/6/21, 10/11/21, 10/18/21, 10/12/21, 10/25/21, 11/1/21, 11/8/21, 11/3/21, 11/15/21 (2)*

I characterize this charge as "frivolous" for a variety of reasons:

(1) In reviewing the dates Ms. Valla included in this filing, it seems she is referring to emails I send to members of our bargaining unit using a District-provided group email list of all certificated staff (including management). Most of those dates correspond to our LFT Weekly Memo, while others pertain to reminders about our General Membership Meetings, survey links, and negotiations updates.

(2) Several of the dates listed were sent on days that I was out of the classroom for union business. One date listed (10/25) was the day I was out of the classroom on a sick day (recovering from the effects of the COVID booster shot), which Ms. Valla was aware of because I had to cancel a negotiations session that day and explained to her the reason why.

(3) Most of the other emails listed were emailed outside of the contracted work day (either before or after school or during my duty-free lunch).

(4) Most importantly, even if the above were not true, LFT holds the contractual right to use

District email for communication purposes with our membership. As stated in Article 3.1.3 of our contract:

*"The Federation shall have the right to use the District's email system, email and/or mailboxes in and between school and administration sites for the purpose of communicating with employees."*

Notice--there is no limit stated within this language that prevents us from using District email at any point during the workday.

The filing and the above facts raise some important questions that I sincerely hope, as Board members, you will all take seriously:

(1) With this contractual right so plainly stated in our contract, why did the District file this charge? If they were unaware of this contractual provision, that is worrisome and raises questions on their competence in dealing with both labor unions in our District. If they were aware and still filed the charge knowing that we hold this right, why? Is this an attempt to limit communication between our bargaining unit members and their elected representatives? Is this another example of harassment of LFT leadership?

(2) As I mentioned above, District management also receives the emails listed in their charge, as they are part of the certificated email list we use to communicate with our members. You all also receive our LFT Weekly Memos, and have been since the start of the last school year. If this is supposedly an infraction worthy enough of the District filing a charge against LFT with the Public Employee Relations Board, why has nothing been communicated to LFT about this practice at any point before the charge was filed?

(3) If you look at the timestamp of when Ms. Valla sent me this filing, you'll see that it was sent to me at 8:10 AM on Wednesday, November 17. This was minutes before our negotiations session began that day--a session that Superintendent McDonald didn't even bother to attend. Was the timing of this filing meant to interfere with our bargaining efforts that day?

(4) Is this really the best use of District resources? If this proceeds to a PERB hearing, presumably the District will need to make use of legal counsel, as we intend to fight this charge. Does the District really believe that our funds are best spent in this fashion?

(5) Is this a sign of a management team that really cares about its employees (the way that, in writing, the Superintendent and Deputy Superintendent like to claim)? If they truly care, why are they trying to obstruct communication to our membership from their elected representatives?

I send this to you, and I included you on the response I sent to Superintendent McDonald last Wednesday when he failed to attend--for the third consecutive month--our regular meeting with Superintendent/Cabinet, because I think you all should be aware of the state of labor-management relations right now.

I am deeply troubled by the District's actions in recent months toward LFT, actions that have resulted in our own unfair labor practice charge, six grievances against the District, and a number of concerns we've raised with management from our members that have been ignored or dismissively responded to by District management.

I am very afraid that with management's behavior toward LFT and CSEA leaders and by extension toward our bargaining unit members, that we are going to see a mass exodus of employees by the end of this school year. As I shared in negotiations with those present on the District's negotiating team last week, I (and the rest of LFT's leadership team) have heard from more members this school year who want to get out of LUSD than we heard from in the entirety of the 2020-21 school year--and it's only November. Our members know that there are opportunities in other Districts that have more supportive District leadership, and that offer pay better on top of that. We have enough challenges with our geographic isolation in attracting new hires to our District. If conditions persist as they have been, we will be in a much worse position next year than we are now.

As the elected governing body in our District, you all hold the power to manage the Superintendent. Right now, because of the treatment that's been afforded to their duly elected union representatives, our members are not feeling like he and his leadership team respect them or take their concerns seriously. As the governing School Board, our members--and frankly, our District's students--need you now more than ever to use your authority to make positive change in dealing with the questionable leadership at the District.

Thank you for taking the time to read these concerns. I hope you all have a great Thanksgiving.

Skyler

----- Forwarded message -----

From: **Skyler Petersen** <[petersen.skyler@lusd.org](mailto:petersen.skyler@lusd.org)>  
Date: Wed, Nov 17, 2021 at 8:28 AM  
Subject: Fw: Filing  
To: Skyler Petersen <[skylerlft@gmail.com](mailto:skylerlft@gmail.com)>

Skyler Petersen  
*Social Studies Teacher, Lompoc High School*  
*President, Lompoc Federation of Teachers, Local 3151*

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**From:** Bree B. Valla <[valla.bree@lusd.org](mailto:valla.bree@lusd.org)>  
**Sent:** Wednesday, November 17, 2021 8:10 AM  
**To:** Skyler Petersen <[petersen.skyler@lusd.org](mailto:petersen.skyler@lusd.org)>  
**Subject:** Filing

Good morning,

Please see the attached filed today.

*Bree Valla*

Deputy Superintendent  
Lompoc Unified School District  
(805) 742-3280

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Skyler Petersen  
*President*  
*Lompoc Federation of Teachers, Local 3151*

Additional Instance #2

**11/29/2021 Email to Board**



**From:** [Skyler Petersen](#)  
**To:** [Bree B. Valla](#); [Trevor McDonald](#)  
**Cc:** [Stephen Straight](#); [nsjlusdsb@gmail.com](mailto:nsjlusdsb@gmail.com); [blevins.janet](mailto:blevins.janet); [Tom E. Blanco](#); [dr.bill.lusdboard \(dr.bill.lusdboard@gmail.com\)](mailto:dr.bill.lusdboard@dr.bill.lusdboard@gmail.com)  
**Subject:** Re: Interview panel  
**Date:** Monday, November 29, 2021 3:12:46 PM

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Just because there are teachers from our bargaining unit on the panel does not make them representatives of our union. For them to be representative of the union in such a situation would require the union's elected representatives to designate them as such on the panel.

My understanding is that CSEA President Jerry White was asked to send a representative. I was not afforded the same right on behalf of LFT.

Why was Jerry asked to select a representative for the panel and LFT was treated differently?

Thank you,

Skyler Petersen  
*Social Studies Teacher, Lompoc High School*  
*President, Lompoc Federation of Teachers, Local 3151*

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**From:** Bree B. Valla <[valla.bree@lusd.org](mailto:valla.bree@lusd.org)>  
**Sent:** Monday, November 29, 2021 3:09 PM  
**To:** Skyler Petersen <[petersen.skyler@lusd.org](mailto:petersen.skyler@lusd.org)>; Trevor McDonald <[mcdonald.trevor@lusd.org](mailto:mcdonald.trevor@lusd.org)>  
**Cc:** Stephen Straight <[straight.stephen@lusd.org](mailto:straight.stephen@lusd.org)>; [nsjlusdsb@gmail.com](mailto:nsjlusdsb@gmail.com) <[nsjlusdsb@gmail.com](mailto:nsjlusdsb@gmail.com)>; [blevins.janet@lompocschools.org](mailto:blevins.janet@lompocschools.org); [Tom E. Blanco <blanco.tom@lusd.org>](mailto:blanco.tom@lusd.org); [dr.bill.lusdboard \(dr.bill.lusdboard@gmail.com\)](mailto:dr.bill.lusdboard@dr.bill.lusdboard@gmail.com) <[dr.bill.lusdboard@gmail.com](mailto:dr.bill.lusdboard@gmail.com)>  
**Subject:** RE: Interview panel

Hi Skyler,

There are 2 teachers on the panel, just as there are 2 staff representing CSEA.

*Bree Valla*  
Bree Valla  
Deputy Superintendent  
Lompoc Unified School District  
(805) 742-3280

CONFIDENTIALITY NOTICE - This communication and any documents, files, or previous e-mail messages attached to it, constitute an electronic communication within the scope of the Electronic Communication Privacy Act, 18 USCA 2510. This communication may contain non-public, confidential, or legally privileged information intended for the sole use of the designated recipient(s). The unlawful interception, use, or disclosure of such information is strictly prohibited under 18 USCA 2511 and any applicable laws.

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**From:** Skyler Petersen <petersen.skyler@lUSD.org>

**Sent:** Monday, November 29, 2021 3:07 PM

**To:** Trevor McDonald <mcdonald.trevor@lUSD.org>; Bree B. Valla <valla.bree@lUSD.org>

**Cc:** Stephen Straight <straight.stephen@lUSD.org>; nsjlusdsb@gmail.com; blevins.janet <blevins.janet@lompocschools.org>; Tom E. Blanco <blanco.tom@lUSD.org>; dr.bill.lusdboard (dr.bill.lusdboard@gmail.com) <dr.bill.lusdboard@gmail.com>

**Subject:** Interview panel

Good afternoon,

I understand that there are interviews taking place tomorrow for the elementary dean positions. I also understand that CSEA was asked to provide a rep to participate in the interview panel tomorrow.

LFT was not afforded the same opportunity. Was this an oversight, or was LFT intentionally excluded?

Thank you,

Skyler Petersen

*Social Studies Teacher, Lompoc High School*

*President, Lompoc Federation of Teachers, Local 3151*

# **Additional Instance #3**

## **12/13/21 School Board Meeting:**

Page 3 of the minutes or see below letter:

[https://resources.finalsite.net/images/v1642032411/lusdorg/t7kuiysjsghlm0fa2gsi/21\\_12\\_13\\_Minutes.pdf](https://resources.finalsite.net/images/v1642032411/lusdorg/t7kuiysjsghlm0fa2gsi/21_12_13_Minutes.pdf)

Good evening,

My name is Skyler Petersen, and I proudly serve as President of the Lompoc Federation of Teachers. I am here this evening to discuss major concerns I have about the state of labor-management relations in our District.

Over the past year, but especially over the last few months, there has been a serious escalation in the mistreatment of our union by upper management. This mistreatment has included, but is not limited to:

- District management misrepresenting the will of the School Board in an attempt to end the use of our long-serving negotiations facilitator Jim Walker
- the targeting of an LFT officer through a sham investigation and excessive discipline that led to our union filing an unfair labor practice charge for retaliation
- two frivolous unfair labor practice charges filed against us by the District—one that made allegations that were wholly untrue and one that alleges as an infraction a practice that the union holds a contractual right to
- six grievances we have had to file against the District this year for various contract violations, including three that have involved the District waging a campaign of misinformation and going so far as to change a previous Board meeting's agenda after the fact, all to justify denying payment to our members of compensation they are contractually entitled to
- the Superintendent and Cabinet failing to show up to long-scheduled monthly meetings with the LFT Executive Board, and instead sending lower-level management in their place
- the intentional exclusion of LFT from interview panels, despite inviting CSEA leadership to send a representative from their union

This kind of behavior toward our union would be unacceptable at any point, but it is especially egregious now, considering all that our members are dealing with this year.

As you all know, this year has been an incredibly hard year. Our members are overworked and are dealing with difficulties on a daily basis that are leaving them physically and emotionally exhausted. Staff shortages are requiring them to pick up the slack on multiple fronts. Student behavior issues are at an all-time high, including, at some sites, students physically assaulting teachers and other students in the classroom. The Orenda assessments have created more work for both elementary and secondary teachers and have cut into needed instructional time. Our nurses have never been busier, dealing with COVID issues on top of their other duties serving our students' health needs. The list goes on and on.

Our members have continued to step up, despite these difficulties, to serve our students to the best of their abilities. But it is deeply demoralizing to have as leaders in our District a management team that is so openly hostile toward our union and its elected representatives.

Our members' working conditions are our students' learning conditions. District management needs to do better, needs to do right by our members, because if this current anti-LFT behavior continues, they are going to drive our members from this District. And it will be our District's students who, at the end of the day, will pay the ultimate price for that.

School Board members, our members are counting on you, as the governing body of this District, to hold this management team accountable.

Thank you.

## **Additional Instance #4**

**12/15/21 Special Board Meeting.**

**<https://youtu.be/i8Ne6m7oRos>**

## **Additional Instance #5**

**1/25/2022 Letter to the Board**

## **LUSD Board Members,**

We, the collective LFT members of Vandenberg Middle School, are reaching out to you as a group to express our deep concern with the relationship our current district administration has with the teaching staff of Lompoc Unified. While the relationship has not always been so contentious, we feel that over that last three school years it has become unsettling and has reached its boiling point. We think it is pertinent that the board understands exactly how the teachers of LUSD are feeling and what is at jeopardy if the district administration continues to have free reign to mistreat this community's teachers.

Our first concern is our students. Students need consistency in order to be successful. Lompoc Unified used to offer a competitive pay rate which brought in amazing and talented educators. Over the last 6 years we have seen a massive amount of teacher turn over. LUSD is losing teachers, even some who were 20+ year veterans, because of the lack of fair pay in congruence with the ill treatment displayed towards teachers by district administration. The district, who are struggling to hire teachers in essential positions, cannot afford to continue to lose its talent. The teachers are here for their students every single day, but eventually the students will feel that their teachers are exhausted, stretched thin, and burning out.

Throughout the pandemic Vandenberg Middle School teachers put their all into distance and hybrid learning. We spent hours, weekends, summers, and breaks preparing materials to engage and educate our students despite having so many odds against us. This can be said about most teachers in our district. We were offered "Bright Spots" and "Self Care" tips in exchange; a disguised political move by the deputy superintendent to put rose colored glasses over their true treatment of the LUSD certificated and classified staff. Then, in what felt like a punishment upon returning to full time instruction, Math and English teachers had the Orenda program involuntarily thrust upon them. This program has created an immense amount of stress for both teachers and students and has proven to be an incredible waste of millions of dollars. Its mission to "teach students to the test" has been proven many times over to be ineffective and harmful to student learning. This program will not create equitable learning for its students as the district claims, but paying Lompoc Unified's current amazing teachers a competitive salary and bringing in other talented educators across the district would most certainly create an equitable learning environment for our students.

Currently the LFT is negotiating with district administration over on schedule salary raises. The district is offering a measly 1.25% raise for its teachers. This number is embarrassing, insulting, and a reflection of how our superintendent and deputy superintendent feels about the teachers they are supposed to be serving. Inflation projections for the year of 2021 are at 8% alone. Teachers cannot afford their homes, their childcare, their groceries, their bills with the current salaries now. At some point, teachers must weigh their own personal options. The district claims that there is no money for teacher raises but just created 8 brand new jobs that are not all necessary and have a totaled salary amount of over \$1 million. The money for these jobs could have been used to give ALL teachers in Lompoc Unified a decent and adequate raise. The district is potentially on the precipice of losing a large amount of teachers to surrounding districts who are paying their teachers an average of 10% more. Who will teach our students when there are no teachers left? Who will suffer the most? The answer is the children of Lompoc and the community as a whole.

Please take our words into serious consideration and step in. This community elected you and are relying on you to work for the greater good.

With all due respect, The Vandenberg Middle School LFT Members



# **Additional Instance #6**

## **2/5/2022 Email to Board Members**

I want to make sure you are aware that the District has decided not to renew the MOU providing for a stipend for teachers going on the Catalina trip with our Lompoc sixth grade students. These teachers are usually required to be at school around 4-5 a.m. on the morning of departure and are on duty day and night until they return several days later. It's WAY beyond their normal duty hours, and they do it for the kids.

Please consider reinstating this stipend. This is from me as a Program Specialist who supports several of our SPED teachers who have generously volunteered to accompany students on the trip.

Thank you,  
Cindy Spangler

## **Additional Instance #7**

### **Facebook Post re Stipend**



## Lompoc Valley Forum



Margaret Jacobs-Tennant · 11h ·

Just sharing my own personal opinion if you have a 6th grader who is going to Catalina show their teacher some love and appreciation as the district has chosen not to pay them a stipend this year. Remember they are working from 4am on Monday till 8pm on Wednesday. I'm not suggesting you give them money but a thank you a hand written note by your child would mean a lot! Yes they have the option of not going but they are not going to disappoint their students and that is what the district is counting on! They are not paying the teachers their stipend but just paid 20,000 for the CALM app! If you find this perplexing please voice your opinion to the school board members!



Teddy Smith and 103 others

19 Comments



Like



Comment



Send

**#8**

**3/9/2022 Email to Board re Negotiations  
Facilitator**




Wed 3/9/2022 4:37 PM

Skyler Petersen

**Fw: Facilitator search**

To Bree B. Valla; Brian Jaramillo; Trevor McDonald

Cc nsjlusdsb@gmail.com; Stephen Straight; blevins.janet; Tom E. Blanco; William Caldeira

 You replied to this message on 3/9/2022 4:40 PM.

Good afternoon,

Two days ago I reached out to ask if there were any updates the District had regarding the search for a replacement facilitator, as LFT has periodically asked the District over the last few months. I never received a response to that question.

This week, CSEA leadership shared with me that the District last week informed them that they do have someone in mind as a potential future negotiations facilitator, and they relayed to CSEA this individual's name and contact information. LFT was not afforded the same courtesy.

I have many questions about this. Why, once again, is LFT being treated differently than CSEA? Why, when given the opportunity to share this information with me when I reached out on Monday to directly inquire about the facilitator search, did the District instead choose to ignore my question?

Also concerning to me is the fact that the candidate in question is the same PERB mediator assigned to our upcoming impasse mediation. By not sharing with LFT the fact that this individual has apparently submitted an RFQP, even after being specifically asked for an update this week on this matter, it gives the appearance that the District was intentionally keeping this information from LFT for certain motives that remain unknown.

LFT would welcome an explanation from the District as to the differing communication to LFT and CSEA on this matter, especially since the District has long communicated that both unions would be involved in the process of selecting our next facilitator.