

Certificated Bargaining Unit Agreement

Lompoc Unified School District

And

Lompoc Federation of Teachers



2026-2029

Year 1 of 3-year Contract

July 2026

TABLE OF CONTENTS

ARTICLE I - AGREEMENT	1
ARTICLE II - RECOGNITION	2
ARTICLE III - FEDERATION RIGHTS	3
ARTICLE IV - MANAGEMENT RIGHTS	9
ARTICLE V - GRIEVANCE PROCEDURE	10
5.1 DEFINITIONS	10
5.2 PROCEDURES	10
5.3 INFORMAL LEVEL	13
5.4 FORMAL LEVEL	13
5.4.1 LEVEL I	13
05.4.2 LEVEL II	14
5.4.3 LEVEL III	14
5.4.4 LEVEL IV	15
ARTICLE VI - TRANSFERS	17
6.2 VOLUNTARY TRANSFER	17
6.3 INVOLUNTARY TRANSFER	18
6.5 REASSIGNMENT WITHIN A SCHOOL	20
6.6 ADJUSTMENTS TO WORK PLACES OF ITINERANT CERTIFICATED EMPLOYEES	20
ARTICLE VII - LEAVE PROVISIONS	21
7.2 PERSONAL ILLNESS AND INJURY LEAVE	21
7.3 PREGNANCY DISABILITY LEAVE	24
7.4 CHILD REARING LEAVE	25
7.5 INDUSTRIAL ACCIDENT AND ILLNESS	25
7.6 PERSONAL NECESSITY LEAVE	26
7.7 BEREAVEMENT LEAVE	27
7.8 REPRODUCTIVE LOSS LEAVE	28
7.9 JURY DUTY	30
7.10 MILITARY LEAVE	30
7.11 OTHER LEAVES WITHOUT PAY	30
7.15 DONATED SICK LEAVE FOR CATASTROPHIC ILLNESS AND ACCIDENTS	31
ARTICLE VIII - EMPLOYEE SAFETY CONDITIONS	33
ARTICLE IX - HOURS	36
9.1 SCHOOL YEAR FOR UNIT MEMBERS	36
9.3 WORK DAYS	36
9.4 PROFESSIONAL LEARNING DAYS	39

TABLE OF CONTENTS (continued)

9.5	OPTIONAL CLASSROOM PREPARATION HOURS	39
9.6	CLASSROOM SUBSTITUTE COVERAGE.....	40
9.7	DUTY-FREE LUNCH.....	44
9.8	TEACHING TIME	44
9.9	SECONDARY TEACHERS TEACHING BEYOND CONTRACT MINUTES.....	45
9.10	MINIMUM DAYS.....	45
9.11	MINIMUM DAYS FOR CONFERENCES	46
9.12	PREPARATION/CONFERENCE PERIODS	46
9.13	PUPIL-FREE DAYS.....	46
9.14	PART TIME UNIT MEMBERS.....	46
9.15	RAINY DAYS	46
9.16	DEPARTMENT CHAIR RELEASE TIME	47
9.17	INSTRUCTIONAL MINUTES	47
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	57
11.2	DISTRICT MONETARY ALLOWANCE FOR BENEFITS.....	57
11.3	LESS THAN FULL-TIME BARGAINING MEMBER	57
11.4	MANDATORY ENROLLMENT FOR FULL-TIME EMPLOYEES	57
11.5	DOMESTIC PARTNERS	57
11.6	NEWLY CREATED POSITIONS	58
11.7	VISION INSURANCE.....	58
	ARTICLE XII - EVALUATION PROCEDURES	60
	ARTICLE XIII - PERSONNEL FILES	64
	ARTICLE XIV - RESIGNATION	66
	ARTICLE XV – STAFF LOUNGE	66
	ARTICLE XVI - SAVINGS	66
	ARTICLE XVII – CONCERTED ACTIVITIES.....	66
	ARTICLE XVIII – SENIORITY LIST AND EFFECTS OF LAYOFFS	67
	ARTICLE XIX – EFFECT OF AGREEMENT	67
	ARTICLE XX – CONCLUSIVENESS OF AGREEMENT	67

TABLE OF CONTENTS (continued)

ARTICLE XXI – SUPPORT OF AGREEMENT	67
APPENDIX A - RULES AND REGULATIONS - CERTIFICATED NON-MANAGEMENT	
SALARY SCHEDULE	70
I. COMPENSATION	70
II. PLACEMENT ON SCHEDULE.....	70
III. REVIEWING COMMITTEE	74
IV. EXPERIENCE FOR EXTRA ASSIGNMENT	75
V. SPECIAL ASSIGNMENTS	76
A. DEPARTMENT CHAIRPERSONS	76
B. ATHLETIC DIRECTORS	76
C. DISTRICT LEAD NURSE AND LEAD PSYCHOLOGIST	76
D. TEACHER-IN-CHARGE	77
E. ELEMENTARY COMBINATION CLASSES	77
F. CERTIFIED ATHLETIC TRAINER.....	77
G. CONCURRENT ENROLLMENT	78
H. SUMMER SCHOOL AND EXTENDED SCHOOL YEAR (ESY).....	78
VI. SUPPLEMENTAL PAY RATES.....	79
VII. AGRICULTURE TEACHER AND AQUARIUM DIRECTOR	80
VIII. NEW UNIT MEMBERS.....	80
IX. PART TIME SUPPORT (PTS) TEACHERS.....	81
X. TRAVEL COMPENSATION/STIPEND.....	81
XI. UNIVERSITY MENTORING STIPEND	81
XII. OVERNIGHT FIELD TRIPS	82
XIII. BENEFITS AND THE LAW	82

APPENDICES A THROUGH G

APPENDIX A - 185 DAY WORK YEAR

TEACHER ANNUAL SALARY SCHEDULE	83
--------------------------------------	----

APPENDIX A - 188 DAY WORK YEAR

TEACHER ANNUAL SALARY SCHEDULE (SPECIAL EDUCATION)	84
--	----

APPENDIX A - 194 DAY WORK YEAR

INSTRUCTIONAL COACH ANNUAL SALARY SCHEDULE	85
--	----

APPENDIX A - 195 DAY WORK YEAR

ACTIVITIES DIRECTOR, CERTIFIED ATHLETIC TRAINER, COUNSELOR, SEL COUNSELOR, EDUCATION TECHNOLOGY MEDIA SPECIALIST, NURSE, PROGRAM SPECIALIST ANNUAL SALARY SCHEDULE	86
--	----

APPENDIX A - 200 DAY WORK YEAR

ATHLETIC DIRECTOR ANNUAL SALARY SCHEDULE	87
--	----

APPENDIX A - 210 DAY WORK YEAR

AGRICULTURE TEACHER, AQUARIUM DIRECTOR, DISTRICT LEAD NURSE SALARY SCHEDULE	88
--	----

APPENDIX B - 206 DAY WORK YEAR

PSYCHOLOGIST, BEHAVIORIST, SOCIAL WORKER II ANNUAL SALARY SCHEDULE	89
--	----

APPENDIX C - 195 DAY WORK YEAR

SPEECH THERAPIST ANNUAL SALARY SCHEDULE	90
---	----

APPENDIX D – 205 DAY WORK YEAR

SOCIAL WORKER I	91
-----------------------	----

APPENDIX E - 180 DAY WORK YEAR

PART TIME SUPPORT (PTS) TEACHERS SALARY SCHEDULE	92
--	----

APPENDIX F - EXTRA ASSIGNMENT SALARY SCHEDULE	93
---	----

APPENDIX G - FISCAL EMERGENCY	97
-------------------------------------	----

APPENDIX H - LOMPOC UNIFIED SCHOOL DISTRICT SCHOOLS	98
---	----

1 ARTICLE I - AGREEMENT

2 1.1 This Agreement is made and entered into this 23rd day of June, 2026 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, 2029.

9 1.3 For the period covering the 2027-2028 school year, there shall be reopener negotiations on
10 Article XI – Compensation and Benefits and two additional articles of each party's choice. Both
11 the District and the Federation shall submit to one another in writing their articles to reopen for
12 negotiations by October 1, 2026.

13 1.4 For the period covering the 2028-2029 school year, there shall be reopener negotiations on
14 Article XI – Compensation and Benefits and two additional articles of each party's choice. Both
15 the District and the Federation shall submit to one another in writing their articles to reopen for
16 negotiations by October 1, 2027.

17 1.5 By October 1, 2028, the District and the Federation shall submit to one another in writing their
18 articles to open for negotiations of a new Agreement that will take effect in the contract year
19 beginning on July 1, 2029.

20 ARTICLE II - RECOGNITION

21 2.1 The District recognizes the Federation as the exclusive representative for purposes of the Rodda
22 Act (GOVERNMENT CODE, Section 3540, et seq., Title I, Division 4, Chapter 10.7) for that unit
23 of employees certified by the Public Employment Relations Board in Case No. LA-R- 38, 268 as
24 follows:

25 2.1.1 All regular, full-time and part-time, temporary, probationary and permanent certificated
26 employees, all special contract employees within the meaning of EDUCATION CODE,
27 Section 44909, and all subject coordinators, but excluding adult education teachers,
28 home/hospital teachers, substitutes, all other employees, management, supervisory and
29 confidential employees.

30 2.2 The Federation and the District agree that this represents the appropriate unit and that it will not
31 seek by any means, including but not limited to any Public Employment Relations Board
32 proceedings, to amend or change in any way the unit described herein. Nothing agreed to herein
33 will prevent adjustments to the unit to be made upon mutual agreement of the District and the
34 Federation.

35 2.3 Disputes concerning this Article shall be resolved by the Public Employment Relations Board in
36 accordance with the procedures specified under its rules and Section 3540, et seq., of the
37 GOVERNMENT CODE.

ARTICLE III - FEDERATION RIGHTS

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

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

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

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

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

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

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

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

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

ARTICLE III - FEDERATION RIGHTS (continued)

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III - FEDERATION RIGHTS (continued)

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

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

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

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

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

3.8 MAINTENANCE OF MEMBERSHIP

As the exclusive bargaining agent, the Federation shall have the sole and exclusive right to have membership dues deducted by the District for employees who voluntarily join the union. The Federation shall provide the District with a copy of the unit member's application authorizing payroll deductions of membership dues and any COPE contributions. Pursuant to such authorization, the District shall deduct one eleventh (1/11) of such dues from the regular salary check of the unit member each month for eleven (11) months. The submission of new, changed,

ARTICLE III - FEDERATION RIGHTS (continued)

or discontinued deductions on or before the nineteenth(19th) day of each month will go into effect with the subsequent pay warrant. Submission of the deduction after the nineteenth (19th) day of each month will go into effect with the second (2nd) subsequent pay warrant.

When a new membership application is submitted to the District, Payroll will acknowledge receipt of the membership application in writing and will begin dues deductions immediately. Responses to communications between LFT and Payroll regarding dues deductions shall be prompt.

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

The District and Federation agree that any unit member who is a member of the Federation or who becomes a Federation member during the term of this Article must maintain membership so long as the unit member remains a member of the bargaining unit or is re-employed by the District, unless they revoke their membership during one of the above window periods.

Federation members who transfer to positions outside the bargaining unit and later return to a bargaining unit position, without a break in employment with the District, will resume Federation membership and dues deductions without filling out a new dues deduction authorization.

When a unit member's employment status changes in a way that affects their dues deductions (e.g., changes to a job outside the unit, terminates employment, starts or returns from an unpaid leave, etc.), HR shall inform LFT in writing following Board approval and shall ensure that Payroll

149 ARTICLE III - FEDERATION RIGHTS (continued)

150 adjusts dues deductions for that employee, effective as of the date of the status change.

151 Deductions shall be pro-rated to the date of the status change.

152 3.8.1 With respect to all membership dues deducted by the District, the District agrees
153 promptly to remit such monies to the Federation accompanied by an electronically
154 delivered alphabetical list of unit members for whom such deductions have been made,
155 indicating any changes in personnel from the list previously furnished. There shall be no
156 charge to the Federation for such deductions.

157 3.8.2 It is the unit member's responsibility to notify the Federation if they believe their
158 deductions are incorrect or if they are no longer in the bargaining unit represented by the
159 Federation. In the event a unit member contacts District personnel directly regarding
160 payroll deductions, the unit member will be referred to the Federation President.

161 3.8.3 Over-deductions of union dues are the responsibility of LFT to correct. Under-deductions
162 of union dues are the responsibility of the District to correct.

163 a. When over-deductions are made in error, LFT will reimburse the unit member
164 directly for the amount erroneously deducted. The District will not deduct any
165 monies from the amount it submits to LFT to rectify such errors.

166 b. When Payroll erroneously refrains from deducting dues, Payroll will give the unit
167 member the option to pay the delinquent dues in one lump sum or in installments
168 over time. LFT will provide Payroll with options for installment plans and Payroll will
169 present those options to the unit member. Payroll will notify LFT as to the
170 member's choice.

171 3.9 The District shall deduct from the pay of unit members District approved credit union contributions
172 and District approved group insurance premiums voluntarily authorized in writing by the unit
173 member on a District form.

174 3.10 The Federation shall indemnify and hold the District harmless from any and all claims, demands,
175 suits or any liability arising out of Sections 3.8 and 3.9 of this Article.

ARTICLE III - FEDERATION RIGHTS (continued)

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

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

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

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

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

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

194 ARTICLE IV - MANAGEMENT RIGHTS

195 4.1 The District shall retain all rights, authorities, and duties conferred upon and vested in it by the
196 Laws and Constitutions of the United States and the State of California. Such rights, authorities,
197 and duties include the right to determine and administer policy and may be limited only by the
198 terms of this contract.

199 4.2 The District reserves the exclusive right and responsibility to direct, manage and control to the full
200 extent authorized by law or as agreed upon by the terms of this contract; e.g., determine its
201 organization; direct work of its unit members; determine the times and hours of operation;
202 determine the kinds and levels of services to be provided, and the methods and means of
203 providing them; establish its educational policies, goals and objectives; insure the rights and
204 educational opportunities of students; determine staffing patterns; determine the number and
205 kinds of personnel required; maintain the efficiency of District operations; determine the
206 curriculum; build, move or modify facilities; establish budget procedures and determine budgetary
207 allocation; determine the methods of raising revenue; contract out work; and take action on any
208 matter in the event of an emergency in accordance with law. In addition, the District retains the
209 right to hire, classify, assign, evaluate, reward, promote, terminate, take appropriate action
210 against or in support of unit members and any other specific responsibilities enumerated to the
211 full extent authorized by law.

212 4.3 In the event of an emergency, the District shall have the right to take immediate action as may be
213 necessary to protect the health, welfare and/or safety of its pupils and/or employees of the
214 District. An emergency is defined as an unforeseen occurrence or occasion.

215 4.4 The determination of whether or not an emergency exists is solely within the discretion of the
216 Board and is expressly excluded from the provisions of Article V - Grievance Procedures.

217 ARTICLE V - GRIEVANCE PROCEDURE

218 5.1 DEFINITIONS

219 5.1.1 A "grievance" is a formal written allegation concerning a violation of this agreement
220 by an individual unit member, group of unit members, or the Federation, who has
221 been adversely affected by a violation, misapplication or misinterpretation of a
222 specific provision of this Agreement. Actions to challenge or change the policies of
223 the District as set forth in the rules and regulations or administrative regulations and
224 procedures, not addressed by this Agreement, must be undertaken under separate
225 legal processes.

226 5.1.2 A "day" is a day in which the Central Administration Office of the District is open for
227 business.

228 5.1.3 The "immediate supervisor" is the lowest level building administrator having
229 immediate jurisdiction over the grievant who has been designated by the District to
230 adjust grievances.

231 5.1.4 The "appropriate administrator" is the Assistant Superintendent, Human Resources
232 and/or the administrator who has jurisdiction over the area where the grievance
233 originated.

234 5.1.5 The "grievant" is an individual unit member, group of unit members, or the
235 Federation.

236 5.2 PROCEDURES

237 5.2.1 A unit member or group of unit members may at any time present grievances to the
238 District and have such grievances adjusted without the intervention of the Federation,
239 provided that the District shall not agree to a final resolution of the grievance until the
240 Federation has received a copy of the grievance and the proposed resolution and
241 has been given the opportunity to file a response. Said response shall be filed by the
242 Federation within twenty (20) days following receipt.

243 5.2.2 The filing or pendency of any grievance shall in no way operate to impede, delay or
244 interfere with the right of the District to take action.

245 ARTICLE V - GRIEVANCE PROCEDURE (continued)

246 5.2.3 Failure to comply with time limits, to attend scheduled meetings to discuss or hear
247 the grievance, or to provide requested information at the grievant's disposal relating
248 to the subject matter of the grievance shall be deemed a termination of the grievance
249 by the unit member.

250 5.2.4 The grievant has right to be present at each step of the grievance procedure.

251 5.2.5 Both the grievant and the administrative staff who are involved in the conferences,
252 investigations, and review procedures prescribed herein, shall have the right starting
253 at Level I to have assistance of counsel or one representative and at the informal
254 level the unit member shall have the right to be accompanied and represented by a
255 unit member. At least twenty-four (24) hours notice shall be given to all parties
256 concerned when it is the intention of any person to be accompanied by such
257 representative. The notice shall designate who such representative shall be. Such
258 notice may be waived by express advance mutual agreement. Release time shall be
259 limited solely to the provisions of Section 5.2.6 of this Article.

260 5.2.6 The Federation shall receive release time for designated Federation members to
261 serve as representatives for the processing of grievances past Level I, subject to the
262 following conditions:

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

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

271 C. Such time off shall be limited solely to representing a grievant in conference
272 with a management person beyond Level I and in no way shall this release

273 ARTICLE V - GRIEVANCE PROCEDURE (continued)

274 time be used for such matters as gathering information, interviewing
275 witnesses or preparing a presentation.

276 5.2.7 The Assistant Superintendent, Human Resources shall monitor and facilitate the
277 processing of grievances. A grievance shall be submitted on the appropriate form
278 provided by the District.

279 5.2.8 A grievant's failure at any step of this procedure to appeal a grievance to the next
280 level within the specified time limit, shall be deemed a termination of the grievance.

281 5.2.9 Grievances can only be initiated or appealed by the grievant.

282 5.2.10 A grievance not initiated within twenty (20) days after the occurrence of the act,
283 condition or omission on which the grievance is based, shall be considered as
284 waived. Except where there are fewer than twenty (20) days remaining on the
285 teacher professional calendar after the occurrence of the act, condition or omission
286 on which the grievance is based, it is understood by all parties that the balance of
287 these remaining days move to the beginning of the next immediate professional
288 calendar date.

289 5.2.11 Group Grievance - If the grievance involves more than one unit member, and
290 involves substantially the same claims, facts and times, the grievances may be
291 submitted as a group grievance. The Federation must clearly identify the individuals
292 in the group or groups for whom a group grievance is being filed, in order to facilitate
293 a reasonable response to the issues of said group. The District may administer such
294 grievance as a group grievance.

295 5.2.12 Time limits may be extended at any level by Agreement between the Superintendent
296 or designee and the Federation.

297 5.2.13 If the Federation is representing the grievant, the decision at each level will also be
298 communicated in writing to the Federation within the time limit.

299 ARTICLE V - GRIEVANCE PROCEDURE (continued)

300 5.2.14 All documents pertaining to a grievance shall be maintained in a file separate from
301 the bargaining unit member's personnel file. The grievant and the Federation
302 representative may inspect the material contained in this file during regular business
303 hours, in the presence of a Human Resource representative. The grievant or the
304 Federation shall give the District a twenty-four hours (24) notice of intent to view the
305 files.

306 5.2.15 No reprisals of any kind shall be taken by the District against a grievant or person
307 who assisted the grievant by reason of a person being a grievant or person who
308 assisted the grievant.

309 5.3 INFORMAL LEVEL

310 5.3.1 Before filing a formal written grievance, the grievant shall attempt to resolve it by an
311 informal conference with the grievant's immediate supervisor.

312 5.4 FORMAL LEVEL

313 5.4.1 LEVEL I

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

327 ARTICLE V - GRIEVANCE PROCEDURE (continued)

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

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

331 5.4.2 LEVEL II

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

339 5.4.3 LEVEL III

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

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

355 ARTICLE V - GRIEVANCE PROCEDURE (continued)

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

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

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

363 5.4.4 LEVEL IV

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

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

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

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

383 ARTICLE V - GRIEVANCE PROCEDURE (continued)

384 empowered to recommend any award reimbursement for financial loss of wages and
385 or fringe benefits and/or non-financial remedies as judged to be proper. The hearing
386 officer's recommendation shall be discussed at the next regularly scheduled Board
387 meeting after the receipt of the hearing officer's decision, as long as, there are at
388 least three (3) days before the next regularly scheduled Board meeting. The final
389 decision rests with the Board of Education. The Board has the authority to accept,
390 modify or reject the decision. The Board shall communicate its decision in writing, to
391 the grievant and Federation within ten (10) days of the Board meeting.
392 The fees and expenses of the hearing officer shall be shared equally by the District
393 and the Federation. All other expenses shall be borne by the party incurring them.

394 ARTICLE VI – TRANSFERS

395 6.1 Transfer means assignment of an employee from one position at a work site to another
396 comparable position at a different work site for which they are credentialed and/or certified.

397 6.1.1 Teachers who transfer between a classroom and non-classroom position, in either
398 direction, shall be evaluated through the PDR process during the year in which they
399 are transferred, as provided in Article 12.5(D). If the teacher has worked in the new
400 position previously within the district, such evaluation shall be at the discretion of the
401 site administrator.

402 6.1.2 Except as provided in Article 6.3.2, if a certificated employee receives an
403 unsatisfactory evaluation, the unit member may not be voluntarily, or involuntarily,
404 transferred to another site or school without the written approval of the
405 Superintendent or designee.

406 6.2 VOLUNTARY TRANSFER

407 6.2.1 The Human Resources Department shall compile a list of actual openings for the
408 following school year no later than the 8th working day in May. Openings will be sent
409 by e-mail to each bargaining unit member's district e-mail account. Any openings that
410 occur after the initial posting will be sent to each bargaining unit member's district e-
411 mail account as soon as practicable after the openings occur. Openings that occur
412 after July 15 will not be posted for voluntary transfers to help facilitate last minute
413 staffing for the coming new school year.

414 6.2.1.1 Unit members who are eligible may apply for the various openings on this list
415 up to and including the 3rd working day following each posting, provided they
416 qualify for the posted position. When in the judgment of the District all factors
417 are best for the work site, unit members will be placed in vacant positions
418 before newly hired employees. Unit members must contact directly the
419 administrator or supervisor where the opening exists.

420 6.2.3 Vacancies that occur after the beginning of the school year and are filled by
421 temporary teachers will be considered open the following year for the purpose of
422 meeting posting requirements described in this section.

423 ARTICLE VI – TRANSFERS (continued)

424 6.2.4 Transfers will be considered based on all of the following criteria:

- 425 A. Balancing of staff with respect to experience, special skills and talents.
- 426 B. Competence.
- 427 C. Educational and subject needs.
- 428 D. Legal requirements of the District.
- 429 E. Length of successful service in the District.
- 430 F. Adjustment to meet teacher/pupil ratios.

431 6.2.5 The administrator shall invite a teacher/designee or department head to be involved
432 in the interview process. The final decision lies with the administrator.

433 6.2.6 Applicants listed in this section shall be notified after the position is filled.

434 6.2.7 A unit member denied a voluntary transfer may request a meeting with the following
435 people present: the unit member, a Federation representative, the Assistant
436 Superintendent, Human Resources and such additional management personnel as
437 the Assistant Superintendent, Human Resources deems is appropriate for the
438 purpose of providing the unit member with the reasons for the denial of the transfer.

439 6.3 INVOLUNTARY TRANSFER

440 Involuntary transfers shall be based on the legitimate, educationally related needs of the
441 District and shall not be punitive in nature.

442 6.3.1 Involuntary Transfer Due to Declining Enrollment or Program Reduction/Elimination

443 6.3.1.1 The District shall seek volunteers from the school where the reduction needs
444 to occur before involuntarily transferring the least senior unit member. If a
445 vacancy occurs up to five (5) days before the beginning of the school year at
446 the site from which the unit member was transferred, the transferred unit
447 member may return to the school of origin. The Federation will be contacted
448 before any involuntary transfers are made. District seniority will be the
449 primary consideration. However, required credentials for the school of origin
450 and the receiving school may take precedence. No one unit member shall be

451 ARTICLE VI – TRANSFERS (continued)

452 involuntarily transferred more than three times without mutual consent of the
453 District and the Federation.

454 6.3.1.2 Notice of involuntary transfers shall be given in writing along with reasons to
455 the unit member as soon as possible and not later than five (5) days before
456 the last day of school for unit members. The district may make exceptions to
457 the five-day rule on a case-by-case basis. Transfers made because of
458 overstaffing which occur after this date shall not be subject to this deadline.

459 6.3.1.3 Unit members designated to be involuntarily transferred shall have the right
460 to indicate preferences from the list of all openings as indicated in Section
461 6.2.1. The District and the Federation will consult on each of the involuntary
462 transfers before they are made. The final decision lies with the District.

463 6.3.1.4 A unit member who was involuntarily transferred from a work site or program
464 due to declining enrollment or program elimination will be given priority
465 consideration to return to that work site or program for up to three years from
466 date of transfer if a vacancy should occur or the program is reinstated. The
467 unit member must be properly credentialed for said vacancy.

468 6.3.1.5 A teacher who is involuntarily transferred after the start of the school year to
469 a new site, shall be allowed up to three (3) working days to facilitate the
470 move without students.

471 6.3.2 Involuntary Transfer Due to Less Than Satisfactory Performance in a New Position
472 Continued employment in a new position following a transfer between a classroom
473 and non-classroom position, in either direction, is considered to be provisional until a
474 satisfactory PDR evaluation has been completed. A less than satisfactory evaluation
475 of the unit member's overall performance may result in involuntary transfer back to
476 the previous position (or, if that position is not available, a substantially-similar
477 position), at the discretion of the administrator or supervisor.

478 6.3.3 Exceptions to this subsection 6.3 can be made under special circumstances when
479 agreed to by the District and the Federation.

480 ARTICLE VI – TRANSFERS (continued)

481 6.4 Any grievance arising from this Article filed under the Grievance Procedure Article of this
482 Agreement shall be limited to a claim that the procedures or provisions of Section 6.3.5 of this
483 Article regarding voluntary and involuntary transfers have not been followed. No grievance
484 arising under the Grievance Procedure of this Agreement shall challenge the reasons,
485 standards or criteria for a transfer. Complaints shall be the mechanism for addressing
486 concerns which are excluded from the grievance procedure in this Article, as per Lompoc
487 Unified School District Administrative Regulation AR4144. An employee may be represented
488 at all stages of the conflict resolution procedure by him/herself or, at his/her option, by a
489 representative selected by the Federation.

490 6.5 REASSIGNMENT WITHIN A SCHOOL

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

494 6.6 ADJUSTMENTS TO WORK PLACES OF ITINERANT CERTIFICATED EMPLOYEES

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

500 ARTICLE VII – LEAVE PROVISIONS

501 7.1 The benefits which are expressly provided by this Article, are the leave benefits which are a
502 part of this Agreement, and it is agreed that other statutory or regulatory leave benefits are
503 not incorporated either directly or implied into this Agreement, nor are such other benefits
504 subject to Article V - Grievance Procedure.

505 7.1.1 In the event of suspected abuse of sick leave or other leaves by a unit member, the
506 District may issue a warning that future abuses by said unit member may cause the
507 District to require a doctor's verification of claimed illnesses or verification of other
508 claims. In specific instances that appear to be a work stoppage, sick-in or withholding
509 of services by employees, the Superintendent or designee may request for any days
510 or hours of claimed sick leave or other leaves, that employees shall provide
511 additional verification of illness or other claims. The form of verification may include,
512 but not be limited to, a doctor's verification of illness, verification by employee's
513 affidavit, or other appropriate means. The determination of whether or not a specific
514 instance warrants a request for additional verification is solely at the discretion of the
515 Superintendent.

516 7.2 PERSONAL ILLNESS AND INJURY LEAVE

517 7.2.1 It is understood and agreed that use of paid illness leave under Section 7.2 is
518 reserved to instances where an employee, due to illness or accident, is unable to
519 perform his/her assigned duties.

520 7.2.2 Unit members employed full-time for a year of contracted service (as defined in
521 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

522 Unit members employed part-time for a year of contracted service (as defined in Article
523 9.2) shall be entitled to that portion of their Leave of Absence for illness or injury.

524 ARTICLE VII – LEAVE PROVISIONS (continued)

525 7.2.3 Unused sick leave shall be accumulated from year to year.

526 7.2.4 Extended Sick Leave (Education Code Sections 44977 and 44978.1)

527 During each school year, when a member of the bargaining unit has exhausted all
528 available sick leave, including all accumulated sick leave, and continues to be absent
529 from his or her duties on account of illness or accident for an additional period of one
530 hundred (100) work days, whether or not the absence arises out of or in the course of
531 employment, the amount deducted from the salary due him or her for any of the
532 additional one hundred (100) work days in which the absence occurs shall not
533 exceed the sum that is actually paid a substitute employee employed to fill his or her
534 position during his or her absence or, if no substitute employee was employed, the
535 amount that would have been paid to the substitute had he or she been employed.
536 For purposes of this provision, sick leave, including accumulated sick leave and the
537 one hundred (100) work days period shall run consecutively. An employee shall not
538 be provided more than one (1) one hundred (100) work day period per illness or
539 accident. However, if a school year terminates before the one hundred (100) work
540 day period is exhausted, the employee may take the balance of the one hundred
541 (100) work day period in a subsequent school year. No other paid or partial paid
542 illness or accident leave shall be granted by the District.

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

553 ARTICLE VII – LEAVE PROVISIONS (continued)

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

560 7.2.5 An illness leave of absence with pay shall be granted only after certification of the
561 disability has been received by Human Resources from the unit member's physician
562 or licensed health practitioner. Verification certifying the disability and inability to
563 perform regular assigned duties must be submitted on the District's form, stating the
564 expected date of delivery and period of disability. Monthly statements from the unit
565 member's physician are required as to whether the unit member continues to be
566 disabled and unable to perform the required duties of the position. Leave shall begin
567 whenever the unit member is physically disabled to the point where the normal duties
568 required of the position cannot be carried on or performed effectively, and shall be
569 continued only for the length of the period of such physical disability. Unit members
570 who remain on duty during pregnancy shall be required to perform all duties and
571 responsibilities as established for the assignment.

572 7.2.6 To be eligible to apply for sick leave absence with pay, the unit member shall be in
573 paid status and scheduled for work on the day of absence.

574 7.2.7 Unit members must notify the District of absence as soon as the necessity to be
575 absent becomes known to the unit member but in no instance later than two (2) hours
576 before reporting time on the day of absence. A unit member desiring to cancel a
577 reported absence shall notify the District as soon as possible but no later than two (2)
578 hours prior to reporting on the day of return. The District may waive this requirement
579 in case of an emergency.

580 7.2.8 A verification of illness may be required on District forms.

581 ARTICLE VII – LEAVE PROVISIONS (continued)

582 7.2.9 Periodic medical reports may be required during the extended absence of a unit
583 member. Unit members returning to work from illness absence involving surgery,
584 serious illness or extended absence, shall be required to present a physician's
585 release verifying medical permission to return to work including any specifications or
586 restrictions.

587 7.2.10 At any time during the course of a personal illness or injury absence and upon return
588 from absence, the unit member shall be required to supply such information as may
589 be requested by the District regarding the nature of medical treatment, name and
590 address of attending physician(s), date and time of medical appointment(s), and the
591 place and phone where the employee may be reached and other related information.

592 7.2.11 If the unit member does not comply with Section 7.2.6 and 7.2.7 of this Article, the
593 unit member may have his/her salary reduced accordingly. (See Section 7.1.1)

594 7.2.12 Unit members shall be provided with an accounting of accrued leave under Section
595 7.2.2 of this Article by June 30 of each year.

596 7.3 PREGNANCY DISABILITY LEAVE

597 7.3.1 Unit members are entitled to use sick leave as set forth in Section 7.2 for physical or
598 psychological disabilities caused by or contributed to by pregnancy, stillbirth,
599 miscarriage, childbirth, and recovery there-from or following adoption on the same
600 terms and conditions governing leaves of absence from other illness or medical
601 disability. The length of such leaves shall be determined by the bargaining unit
602 member's physician.

603 7.3.2 Pregnancy disability absence shall be charged to sick leave in the same manner as
604 other illness absences. A unit member shall be eligible for pregnancy disability leave
605 during the period of disability as certified by her physician. When sick leave is
606 expended before she is physically able to return to work, as certified by her physician
607 or practitioner, she is entitled to use additional non-accumulated leave as stated in
608 7.2.4.

609 ARTICLE VII – LEAVE PROVISIONS (continued)

610 7.4 CHILD REARING LEAVE

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

616 7.5 INDUSTRIAL ACCIDENT AND ILLNESS

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

621 7.5.1 Payment for wages lost on any day shall not, when added to an award granted under
622 the Workers' Compensation laws of this State, exceed the unit member's full salary
623 for the month. Industrial accident and illness leave shall be reduced by one day for
624 each day of authorized absence, regardless of a compensation award made under
625 the Workers' Compensation. When an industrial accident or illness leave occurs at a
626 time when the leave will overlap into the next fiscal year, the unit member shall be
627 entitled to only that amount of leave remaining at the end of the fiscal year in which
628 the industrial injury or illness occurred, for the same illness or injury.

629 7.5.2 For any days of absence from duty as a result of the same industrial accident, the
630 unit member shall endorse to the District any wage loss benefit check from the
631 Workers' Compensation Fund which would make the total compensation from both
632 sources exceed 100 percent of the amount the unit member would have received as
633 salary had there been no industrial accident or illness. If the unit member fails to
634 endorse to the District any wage loss disability indemnity check received on account
635 of the industrial accident or illness as provided above, the District shall deduct from
636 the unit member's salary warrant, the amount of such disability indemnity actually
637 paid to and retained by the unit member.

638 ARTICLE VII – LEAVE PROVISIONS (continued)

639 7.5.3 Industrial accident or illness leave is to be used in lieu of normal sick leave benefits.

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

649 7.5.4 The District has the right to have the unit member examined by a physician
650 designated by the District to assist in determining the length of time during which the
651 unit member will be temporarily unable to perform assigned duties and the degree to
652 which a disability is attributable to the injury involved.

653 7.5.5 Upon complying with District medical release requirements and receiving District
654 authorization to return to work, a unit member on Industrial Accident or Illness Leave
655 shall be reinstated in a similar position without loss of status or benefits, provided the
656 employee is able to perform the duties of said similar position.

657 7.6 PERSONAL NECESSITY LEAVE

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

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

666 ARTICLE VII – LEAVE PROVISIONS (continued)

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

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

675 7.6.1 Unit members are required to notify the District of Personal Necessity Leave no later
676 than two (2) hours before reporting time on the day of the absence. A unit member
677 desiring to cancel a reported absence shall notify the District as soon as possible, but
678 not later than two (2) hours before reporting time on the day of return. The District
679 may waive this requirement in case of an emergency.

680 7.6.2 The total number of days allowed in one (1) school year for Personal Necessity
681 Leave shall not exceed fifteen (15) days and shall not be accumulated from school
682 year to school year. Absences in excess of allowable days shall be deducted at full
683 salary unless authorized by the Assistant Superintendent, Human Resources in
684 consultation with the Federation president.

685 7.6.3 If a unit member wishes to utilize any additional days provided for in Section 7.6 (s)
686 he shall submit the request on a District form to the Payroll Services Office not less
687 than three (3) work days prior to the beginning date of the leave. Absences in excess
688 of allowable days shall be deducted at full salary unless authorized by the Assistant
689 Superintendent Human Resources in consultation with the Federation. Such leaves
690 will be charged against the unit member's sick leave account.

691 7.7 BEREAVEMENT LEAVE

692 The District agrees to grant necessary leave of absence on account of the death of any

693 ARTICLE VII – LEAVE PROVISIONS (continued)

694 member of the immediate family of the bargaining unit member. Additional days may be
695 authorized by the Leave Committee.

696 7.7.1 A unit member shall be entitled to a maximum of five (5) days leave of absence at the
697 unit member's regular rate of pay on account of death of the following immediate
698 family members: Spouse, domestic partner (as designated in Article 11.5), fiancé,
699 mother (in-law or step), father (in-law or step), grandparents (in-law or step), son (in-
700 law or step), daughter (in-law or step), grandchild (in-law or step), brother (in-law or
701 step), sister (in-law or step), legally placed foster children or any relative living in the
702 immediate household of the employee. A maximum of five (5) days can also be taken
703 in the event an employee or the employee's spouse or partner experiences a stillbirth
704 or miscarriage, as defined in Article 7.8 Reproductive Loss Leave.

705 7.7.2 A unit member shall be entitled to a maximum of three (3) days leave of absence at
706 the unit member's regular rate of pay on account of death of the following family
707 members: aunt, uncle, or foster parent.

708 7.7.3 Employees who utilize bereavement leave may be asked to indicate the relative by
709 name and relationship.

710 7.7.4 Domestic partners (as designated in 11.5) shall be limited to the same family
711 members as named in 7.7.1.

712 7.7.5 Unit members shall be required to contact the District not later than two (2) hours
713 before reporting time on the day of their absence to request leave. A unit member
714 desiring to cancel a reported absence shall notify the District as soon as possible, but
715 not later than two (2) hours before reporting time on the day of return. The District
716 may waive notification requirement in the event of an emergency.

717 7.7.6 Bereavement leave may be taken consecutively or nonconsecutively.

718 7.8 REPRODUCTIVE LOSS LEAVE

719 In the event an employee experiences a reproductive loss as described below, the employee
720 is eligible to take up to five (5) days of leave (which may be taken nonconsecutively).

721 ARTICLE VII – LEAVE PROVISIONS (continued)

722 Employees may opt to use accrued sick leave to cover reproductive loss leave or take the
723 leave unpaid. For miscarriage or stillbirth, the employee may use Bereavement Leave as
724 outlined in Article 7.7. Reproductive Loss Leave must be taken within three (3) months of the
725 event. An eligible employee is entitled to take up to five days of reproductive loss leave per
726 reproductive loss event, up to a total amount of 20 days of reproductive loss leave within a
727 12-month period.

728 Examples of reproductive loss are as follows:

- 729 1. “Miscarriage” means a miscarriage by an employee, by the employee’s current spouse or
730 domestic partner, or by another individual if the employee would have been a parent of a
731 child born as a result of the pregnancy.
- 732 2. “Stillbirth” means a stillbirth resulting from an employee’s pregnancy, the pregnancy of
733 employee’s current spouse or domestic partner, or another individual, if the employee
734 would have been a parent of a child born as a result of the pregnancy that ended in
735 stillbirth.
- 736 3. “Failed adoption” means the dissolution or breach of an adoption agreement with the
737 birth mother or legal guardian, or an adoption that is not finalized because it is contested
738 by another party. This event applies to an employee who would have been a parent of
739 the adoptee if the adoption had been completed.
- 740 4. “Failed surrogacy” means the dissolution or breach of a surrogacy agreement, or a failed
741 embryo transfer to the surrogate. This event applies to an employee who would have
742 been a parent of a child born as a result of the surrogacy.
- 743 5. “Unsuccessful assisted reproduction” means an unsuccessful round of intrauterine
744 insemination or of an assisted reproductive technology procedure. This event applies to
745 an employee, the employee’s current spouse or domestic partner, or another individual, if
746 the employee would have been a parent of a child born as a result of the pregnancy.

747 Reproductive loss leave must be taken within three (3) months of the reproductive loss event.

748 However, if, prior to or immediately following a reproductive loss event, an employee is on or

749 ARTICLE VII – LEAVE PROVISIONS (continued)

750 chooses to go on Pregnancy Disability Leave (Gov. Code, Section 12945), leave under the
751 California Family Rights Act (Gov. Code, Section 12945.2), or any other leave entitlement
752 under state or federal law, the employee must complete their reproductive loss leave within
753 three (3) months of the end date of the other leave.

754 Additional days may be granted by the Superintendent or designee, with justification.

755 7.9 JURY DUTY

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

766 7.10 MILITARY LEAVE

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

769 7.11 OTHER LEAVES WITHOUT PAY

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

776 ARTICLE VII – LEAVE PROVISIONS (continued)

777 7.12 A unit member may apply and the District may grant a partial leave without pay when job
778 sharing or teaching part time without loss of increment or seniority for a period not to exceed
779 three (3) school years.

780 7.13 Upon request of a bargaining unit member, based on compelling, extraordinary
781 circumstances, the District may extend the leave authorized under Section 7.11 or Section
782 7.12.

783 7.14 The applications for and granting of such leaves of absence shall be in writing. In addition, a
784 unit member on such leave shall notify the Human Resources Department by March 1 of the
785 school year as to an intent to return to employment in the District. Failure to notify the District
786 by this date shall be considered an irrevocable resignation from the District.

787 7.15 DONATED SICK LEAVE FOR CATASTROPHIC ILLNESS AND ACCIDENTS

- 788 1. Employees who are eligible for membership in LFT, CSEA and ALSA may
789 participate.
- 790 2. Any employee in one of the above groups may donate up to 10 days (80 hours)
791 provided they have accrued at least 20 days of unused sick leave.
- 792 3. Part time employees may also donate and receive sick leave days on an hour-for-
793 hour basis.
- 794 4. For the purposes of calculation, all full-time employees will be considered eight-hour
795 employees.
- 796 5. Donated sick leave days may be used retroactively up to 20 workdays from the
797 receipt of the donation in Payroll Services. This limit may be extended under
798 extenuating circumstances approved by the committee.
- 799 6. A recipient may receive no more than 100 donated days per illness.
- 800 7. This Donated Sick Leave Plan replaces all existing donated sick leave plans.
- 801 8. The Leave Committee will review anonymous requests for catastrophic illnesses and
802 accidents. If the committee deadlocks on approving eligibility for donated sick leave,
803 the Assistant Superintendent, Human Resources will serve as the tie breaker.

804 ARTICLE VII – LEAVE PROVISIONS (continued)

805 9. Employees requesting donated sick leave must provide the exact information regarding
806 illness or accident which will be distributed to the committee by Payroll Services.

807 10. The employee's name, will be circulated by the respective employee organization to eligible
808 employees for donations, provided the employee grants express written consent to release
809 his/her name. Otherwise, the organization will describe the need without the employee's
810 name.

811 11. Employees donating sick leave should use the back of the Absence Reporting Form to make
812 a donation.

813 12. Employees married to or in a domestic partnership with a Lompoc Unified School District
814 employee may donate an unlimited amount of sick leave to their spouse/partner after the
815 receiving spouse/partner has used all of their own sick leave. The donating spouse/partner
816 must maintain a balance of ten (10) days.

817 ARTICLE VIII - EMPLOYEE SAFETY CONDITIONS

818 8.1 The District will make every attempt to provide safe working conditions.

819 8.1.1 Employees who feel they are being required to work under unsafe conditions or
820 perform Tasks which endanger their health and/or safety shall report such conditions
821 to the site administrator. The site administrator will take appropriate action as soon as
822 feasible to correct the unsafe condition.

823 8.1.2 It is also agreed that employees are responsible for cooperating with all aspects of
824 safety and health programs, including compliance with all rules and regulations, and
825 for continuously practicing safety while performing their duties.

826 8.1.3 Verified claims for destruction or damage to personal items of employees while in the
827 line of duty may be reimbursed to the employee in accordance with the law.

828 8.2 Any teacher who is threatened with bodily harm or who suffers bodily harm by an individual or
829 group while carrying out his/her assigned duties shall promptly make a report to the principal
830 who shall inform the Superintendent and the designated law enforcement authority.

831 8.2.1 In any reported assault case the District shall:

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

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

836 8.3 The District and the Federation agree to establish a District-wide Employee Safety
837 Committee made up of Federation representatives, District administrators and
838 representatives of the classified bargaining unit. Current laws and regulations will be
839 reviewed and recommendations will be made for changes in Board Policy and Administrative
840 Regulations. A report of findings will include relevant law, policies, regulations and
841 procedures, as well as a means to educate and inform all interested parties.

842 8.3.1 Additionally, an Employee Safety Committee shall be established at all school sites
843 with the responsibility of maintaining a safe environment for students and employees
844 consistent with the District adopted Safe School Plan.

845 ARTICLE VIII - EMPLOYEE SAFETY CONDITIONS (continued)

846 8.4 The District agrees to comply with all laws and policies regarding sexual harassment.

847 8.5 Upon request from the unit member, each non-air-conditioned classroom and/or workspace
848 shall be provided with one or two fans to help circulate the air throughout the
849 classroom/workspace.

850 8.6 Rights and responsibilities of Teachers to Suspend Students, as Outlined in Education Code
851 48910

852 8.6.1 A unit member may suspend a student from class for the day of the suspension and
853 the following day for any act that disrupts or diminishes the education process. As
854 soon as possible, the unit member shall ask the parent or guardian of the student to
855 attend a parent teacher conference regarding the suspension. A school administrator
856 shall attend the conference if the unit member or the parent or guardian so requests.

857 8.6.2 The unit member shall immediately report the suspension to the site administrator in
858 charge of discipline of that student.

859 8.6.3 The student shall not be returned to the class during the period of suspension without
860 the express permission of the unit member who initiated the suspension.

861 8.6.4 The suspended student shall not be placed in another regular class during the period
862 of the suspension. (If the student is assigned more than one (1) class per day, this
863 shall apply only to the classes scheduled during the same time as the class from
864 which the student was suspended.)

865 8.7 Rights and Responsibilities Regarding Notification to Unit Members of Students with a History
866 of Violent Behavior Per Education Cide 49079

867 8.7.1 Within the (10) school days, the District shall notify in writing, outside of the student
868 management system, all unit members in direct contact with a student with a history
869 of violent behavior that has occurred within the last three (3) years. For the purposes
870 of this Section, violent behavior shall be defined as any act that involves a serious
871 threat or bodily harm to a staff member or involves the use of a deadly weapon, as
872 per Education Code 48915(a)1(E) and 48915(c).

873 ARTICLE VIII - EMPLOYEE SAFETY CONDITIONS (continued)

874 8.7.2 Any information received by a unit member pursuant to this section shall be received
875 in confidence for the limited purpose for which it was provided and shall not be further
876 disseminated by the unit member.

877 ARTICLE IX - HOURS

878 9.1 The school year for unit members shall be as enumerated in Section 9.3.9. The annual
879 calendar shall be determined by the Calendar Committee, which includes representatives
880 from LFT, CSEA, and the District, and shall be presented for adoption to the Board of
881 Education. The Committee shall work collaboratively to create two contiguous work year
882 calendars that include District holidays, spring and winter recesses, professional learning
883 days, and the start/end of the school year. The Committee shall meet every year to create the
884 out-year calendar such that there is always a two-year calendar in place. In the event that the
885 parties cannot agree on the work-year calendar by December 1st, the District shall adopt a
886 tentative calendar which will provide a guaranteed start date.

887 9.2 Unit members shall serve as assigned by the District and perform such tasks during the work
888 day that will ensure the effective operation of the school. Assignment of student supervision
889 during the work day shall be scheduled collaboratively between the Leadership Team at the
890 elementary level, or the Department Chair(s) and Administrator(s) at the secondary level.
891 Duty assignments shall be assigned equitably among all members unless program
892 requirements prohibit such compliance.

893 9.2.1 Bargaining unit members will be provided access to their classrooms or workstations
894 fourteen (14) days prior to their report date.

895 9.3 WORK DAYS

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

899 9.3.1 Unit members must meet the minimum hours of work required by the Education Code
900 and Title V. Unit members must be on duty at the school site at least 20 minutes
901 before the tardy bell of the unit member's assigned work day.

902 9.3.2 Unit members must be present on the work site while students are in attendance to
903 ensure the safety and orderly dismissal of students, and when involved in other
904 professional responsibilities which include but are not limited to: established

905 ARTICLE IX – HOURS (continued)

906 preparation periods (40 minutes after dismissal for elementary school sites, per
907 Article 9.12); meetings with other staff members, students, or parents which require
908 the unit member's attendance; assigned supervision activities, professional learning
909 days, Back-to-School and Open House activities; faculty meetings and department
910 meetings; and for assigned co-curricular and extra-curricular activities.

911 9.3.3 The professional responsibilities for an Independent Study teacher shall include the
912 activities enumerated in 9.3. The professional workday for Independent Study
913 Teachers shall be the same as that which is enumerated in 9.3.1 and 9.3.2. Mission
914 Valley's professional work day shall mirror the work day at the site on which they are
915 housed.

916 9.3.4 Site administrators may require unit members to attend two mandatory staff meetings
917 per month, one lasting no longer than 60 minutes and one lasting no longer than 40
918 minutes. If an employee needs to be absent from a mandatory staff meeting, the
919 employee needs to inform their principal of the reason prior to the meeting or, in case
920 of emergency, within 24 hours after the meeting. Employees who are absent from
921 any meeting are responsible for the information shared at the missed meeting. A draft
922 of meeting agendas for staff meetings, common minimum days, and professional
923 learning communities will be sent to unit members at least 24 hours prior to the
924 meeting (excluding weekends, holidays, and non-work days).

925 9.3.5 Unit members may be assigned leadership and supervision responsibilities for
926 student organizations and activities. Mutual consent shall be required for assignment
927 to the supervision of dances, rooter buses, and athletic events.

928 9.3.6 Supervision, proctoring and extracurricular assignments shall be made on an
929 equitable basis.

930 9.3.7 Variations in hours may be approved by mutual consent of the unit member, LFT,
931 immediate supervisor and the Superintendent's Designee with the following written
932 agreement:

ARTICLE IX – HOURS (continued)

- Employee name
- Start / End Date / duration
- Site
- Signature of all parties

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

		2026-2027	
A.	Activity Directors	195	
B.	Agriculture Teachers	Up to 215	• The work year for Ag teachers at school with no FFA program shall be 185 days • The work year for Ag teachers at schools with an FFA program but who do not have students participating in Fair shall be 195 days • The work year for Ag teachers at schools with an FFA program, who participate in Fair, but do not have students with animal projects at Fair, shall be 200 days • The work year for Ag teachers at schools with FFA programs that participate in Fair and have students with animal projects at Fair shall be 215 days
C.	Aquarium Director	210	
D.	Athletic Directors	200	
E.	Athletic Trainers	195	
F.	Behaviorists	206	
G.	Counselors and SEL Counselors	195	
H.	District Lead Nurse	210	
I.	Educational Tech Media Specialist	195	
J.	Instructional Coaches	194	
K.	Nurses	195	
L.	Part Time Support Teacher	180	
M.	Psychologists	206	
N.	School Social Worker I	205	
O.	School Social Worker II	206	
P.	Speech Therapists	195	
Q.	Program Specialists (non-SEL)	195	

ARTICLE IX – HOURS (continued)

R.	SEL Program Specialists	205	
S.	Teachers (Regular Classroom)	185	
T.	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.
U.	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.

941 9.3.8 The total number of assigned annual days of work for unit members are as follows:

942 9.3.9 Additional days may be approved by mutual agreement of the unit member, the
943 District, and the Lompoc Federation of Teachers (LFT). These additional days will be
944 compensated at the unit member's daily rate.

945 9.3.10 Ten (10) work days' notice shall be provided to unit members if their attendance is
946 expected at an IEP or 504 meeting. In the event an IEP or 504 meeting needs to be
947 rescheduled, the IEP or 504 team shall make a good faith attempt to agree on a new
948 date/time for the rescheduled meeting. In the event that fewer than ten (10) work
949 days' notice is given for an IEP or 504 meeting held outside the regular work day,
950 there shall be no evaluative penalty for a unit member who is unable to attend.

951 9.3.11 In the event of IEP/504 meetings scheduled after the professional day, unit members
952 may choose to attend via videoconference (e.g., Zoom), upon request at least 24
953 hours in advance.

954 9.4 PROFESSIONAL LEARNING DAYS

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

957 9.4.1 An annual Professional Learning Day schedule for nurses, including the fulfillment of
958 CPR requirements, shall be developed by the lead nurse, in collaboration with the
959 District.

960 9.5 OPTIONAL CLASSROOM PREPARATION HOURS

961 9.5.1 A maximum of two (2) days [cumulative based on a six (6) hour day] shall be made
962 available to bargaining unit members assigned to K-6 school sites who do not have

963 ARTICLE IX – HOURS (continued)

964 extended contracts for classroom preparation prior to the start of the contractual work
965 year. Hours will be paid at the substitute rate of pay. Time sheets for work completed
966 shall be turned in at the school site to the appropriate administrator on or before the
967 last working day in September.

968 9.5.2 A maximum of two days [cumulative based on a six (6) hour day] shall be made
969 available to bargaining unit members assigned to secondary school sites who do not
970 have extended contracts for classroom preparation at the substitute rate of pay. Time
971 sheets for work completed shall be turned in at the school site to the appropriate
972 administrator on or before the last working day in September.

973 9.5.3 Scheduling Secondary Students with Disabilities

974 Secondary Special Education FTEs may earn ½ day of extra pay for the purposes of
975 scheduling students prior to the start of the school year. Rate of pay is equal to the
976 unit member's normal daily rate. This payment is restricted to unit members
977 performing the duty.

978 9.6 CLASSROOM SUBSTITUTE COVERAGE

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

981 9.6.1 SECONDARY SUBSTITUTE COVERAGE

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

990 ARTICLE IX – HOURS (continued)

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

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

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

998 D. Substitute coverage opportunities shall be provided equitably among volunteers,
999 prior to any volunteer being asked to provide substitute coverage for more than
1000 five (5) periods in a day.

1001 9.6.2 CLASS SUBSTITUTE COVERAGE, ELEMENTARY AND SPECIALIZED
1002 PROGRAMS

1003 If no substitute is available for the below grades/sites, the class shall be divided
1004 equitably based on a mutually agreed upon plan approved by the site administrator.

1005 For Unit Members absorbing/subbing for Grades TK-3, Maple, Dr. Bob Forinash
1006 Community Day School, and Mission Valley:

1007 Compensation shall be divided equally among the absorbing/subbing unit members
1008 proportionate to 1.5 days of substitute pay or equivalent time.

1009 For Unit Members absorbing/subbing for Grades 4-6:

1010 Compensation shall be divided equally among the absorbing/subbing unit members
1011 proportionate to 2 days of substitute pay or equivalent time.

1012 9.6.3 EQUIVALENT TIME

1013 Equivalent time should be used under the same rules as sick leave, family medical
1014 leave or personal necessity leave; it should not be used for vacations (Articles 7.2
1015 and 7.6). Unit members may use up to five (5) days of accrued equivalent time per
1016 year, or more if approved by the Leave Committee. There is no limit on the amount of

1017 ARTICLE IX – HOURS (continued)

1018 equivalent time that can be accrued. The teacher has the option of cashing out
1019 equivalent time yearly at the substitute rate of pay.

1020 9.6.4 PROTOCOL FOR SUBSTITUTE COVERAGE

1021 A. ELEMENTARY SUBSTITUTE COVERAGE PROTOCOL

1022 If a substitute teacher cannot be procured to cover an elementary teacher
1023 absence, the following protocol shall be used:

- 1024 1) The school site shall ask for volunteers to substitute or split the
1025 uncovered class between teachers.
- 1026 2) If there are no volunteers to substitute or split the class, staff shall be
1027 assigned to substitute in the following order, by rotation starting where
1028 left off previously:
 - 1029 a. Part-Time Support Teacher
 - 1030 b. Classes shall be split between teachers
 - 1031 c. Elementary P.E. Teacher, K-3 Literacy Specialist, or Elementary
1032 VAPA Teacher
 - 1033 d. Site-level Administrator
 - 1034 e. SEL Counselors, Psychologists, Social Worker I, Community
1035 Schools Program Specialists, or other site-based credentialed
1036 student support staff
- 1037 3) Assignments for staff in the categories specified in 2(c) and 2(e) will be
1038 split evenly over the course of a school day, unless the site
1039 administration determines that an emergency shortage requires multiple
1040 classifications within the category to be assigned at the same time.
- 1041 4) Site administrators may exercise discretion in instances where excessive
1042 substitution may interfere with student learning, meeting required IEP
1043 service minutes, or responding to student emergencies. Site
1044 administrators may also exercise discretion where the absence of a
1045 position (or of the person filling the position) may prevent implementing
1046 the rotation outlined in 9.6.4.A.2.

1047 ARTICLE IX – HOURS (continued)

- 1048 5) Except in cases of emergency, elementary PE teachers shall not be
1049 assigned to sub during non-contact minute blocks. If elementary PE
1050 teachers are assigned to sub during non-contract minute blocks due to
1051 an emergency, they shall be paid according to the terms specified in
1052 9.6.8(A).
- 1053 6) Staff substitute assignments made per the rotation described in (2)
1054 above shall be recorded, including name and classification of staff
1055 member and the date, duration, and nature of assignment. Records of all
1056 such assignments will be made available to staff.
- 1057 7) Nothing in this Section 9.6.4 shall be construed as preventing the District
1058 from assigning District administrative personnel to provide substitute
1059 coverage when circumstances require.

1060 B. SECONDARY SUBSTITUTE COVERAGE PROTOCOL

1061 If a substitute teacher cannot be procured to cover a secondary teacher
1062 absence, the following protocol shall be used:

- 1063 1) The school site shall ask for volunteers to substitute during their
1064 preparation period or to absorb the class into their regularly taught class.
- 1065 2) If there are no volunteers, staff shall be assigned to cover the class in the
1066 following order (not a rotation):
- 1067 3) Teachers on their preparation period
- 1068 4) Teachers who, due to class size or available space, can absorb a class
1069 or classes into their regularly taught class
- 1070 5) Site-level Administrators
- 1071 6) Counselors (including SEL Counselors)

1072 9.6.5 There shall be no penalty, including for evaluation purposes, for unit members who
1073 decline to substitute or absorb/split classes when asked to volunteer to do so.

1077 ARTICLE IX – HOURS (continued)

1078 9.6.7 SUBSTITUTE PROCEDURE FOR ELEMENTARY 4th – 6th GRADE PHYSICAL
1079 EDUCATION

1080 A. If a 4th, 5th or 6th grade teacher loses the P.E. instruction provided for in
1081 Article 9.8 (Teaching Time), thereby putting them over their contract minutes,
1082 it should be considered that they are substituting for the P.E. teacher and be
1083 compensated like a secondary teacher who substitutes for another teacher
1084 during their prep. They can choose either to receive pay (3/7 of the substitute
1085 pay) or Equivalent Time.

1086 B. Since TK-3rd grade teachers are not over their contracted minutes the above
1087 does not apply.

1088 9.7 DUTY-FREE LUNCH

1089 All unit members shall have a continuous thirty (30) minute, duty-free lunch period exclusive
1090 of Time passing to and from their classes and exclusive of any required meetings. A duty-free
1091 lunch shall be defined as thirty (30) minute rest period, free from all duties and responsibilities
1092 connected with the instruction and supervision of students in any way. During this time, unit
1093 members may leave the school site.

1094 9.8 TEACHING TIME

1095 The daily teaching time, which excludes preparation periods, student passing and student
1096 break time required of a regular classroom teacher shall be as indicated below or such
1097 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

1098 *** In order to meet the yearly instructional minutes, the District shall provide students in
1099 grades 4, 5, and 6, 80 minutes weekly of P.E. instruction.

1100 ARTICLE IX – HOURS (continued)

1101 9.8.1 For the first three (3) weeks of school TK / K will be on a modified daily 200-minute
1102 schedule. Full day TK / K starts on the first school day of the fourth (4th) week of
1103 school. This date is to be placed on the District calendar.

1104 9.8.2 Additional minutes may be required with the mutual agreement of the unit member
1105 and site administrator and mutual consent of the District and the Federation.

1106 9.8.3 Teachers shall be required to sign out if they leave before the end of their minimum
1107 duty hours.

1108 9.9 SECONDARY TEACHERS WORKING BEYOND CONTACT MINUTES

1109 A unit member assigned an additional instructional period, in place of a preparation period,
1110 shall be paid an additional 1/6 (16.2%) of their salary (minus student-free days) for the
1111 duration of the additional assignment. The unit member shall be available as necessary for all
1112 classroom responsibilities, which includes but is not limited to parent/student conferences,
1113 IEPs, meetings with supervisors, staff meetings, etc.

1114 9.9.1 TRADITIONAL SECTIONS (7/7ths)

1115 A unit member may accept a 7th instructional period, for which the unit member is
1116 instructing assigned students on a daily basis as the teacher of record, provided that
1117 the unit member is qualified.

1118 9.9.2 NON-TRADITIONAL SECTIONS (7/7ths)

1119 In those instances in which the site administration team intends to create a non-
1120 traditional section as a 7/7th, in order to serve the needs of a group of students, the
1121 general responsibilities for this non-traditional section shall be developed by the site
1122 administration in consultation with the Federation to ensure that the level of
1123 responsibility and overall accountability shall be the equivalent of a traditional
1124 section. The final decision rests with the Principal.

1125 9.10 MINIMUM DAYS

1126 Each school site has eight (8) minimum days available for professional learning and
1127 curriculum planning. Other activities including report card preparation, may take place as

1128 ARTICLE IX – HOURS (continued)

1129 determined by the principal in consultation with the faculty.

1130 9.11 MINIMUM DAYS FOR CONFERENCES

1131 Ten (10) minimum days will be scheduled for parent/teacher conferences at grades TK-6.

1132 During Fall conferences, teachers are required to schedule a meeting with all parents.

1133 During Spring conferences, teachers in grades TK–3 are required to schedule a meeting with
1134 all parents. Teachers in grades 4, 5, and 6 are required to have contact with all parents. The
1135 contact may be by telephone, written letter, e-mail and/or by conference.

1136 9.12 PREPARATION/CONFERENCE PERIODS

1137 Each full-time regular classroom teacher in grades TK-12, including Elementary PE and
1138 Elementary VAPA teachers, shall be afforded a preparation and conference period, except
1139 when there are school assemblies, emergency drills, emergencies or proctoring state or
1140 federally mandated assessments. Preparation and conference periods shall be used for
1141 professional job-related work which will include preparation for classes, preparation of
1142 teaching materials, presentation of or attendance at demonstration lessons, faculty meetings,
1143 and conferences with administrators, other employees, counselors, students or parents. A
1144 preparation period shall be a regular period in length at the high school and middle school
1145 level. A preparation period at the elementary level shall not exceed forty (40) minutes in
1146 length and shall vary to allow primary and intermediate teachers to leave at the same time.

1147 9.13 PUPIL-FREE DAYS

1148 On days when unit members are scheduled to work but pupils are not scheduled to be
1149 present, the minimum duty hours shall be not less than set forth in Section 9.3 of this Article.

1150 9.14 PART TIME UNIT MEMBERS

1151 Part-time unit members may be assigned supervision and leadership responsibilities and may
1152 be required to attend staff meetings, professional learning, and curriculum planning activities.

1153 9.15 RAINY DAYS

1154 On days that elementary teachers have been placed on rainy day schedule by the principal
1155 and have supervised students during normal break time, the teacher may leave at the

1156 ARTICLE IX – HOURS (continued)

1157 conclusion of the student day as long as there are no scheduled meetings, collaboration,
1158 SST's, IEP's and/or professional learning.

1159 9.16 DEPARTMENT CHAIR RELEASE TIME

1160 Five (5) periods of release time for department chairpersons shall be provided at each
1161 secondary school exclusive of Maple Continuation School. Said release time shall be
1162 assigned to the Math, English, Science, Social Science, and Special Education Departments.

1163 9.17 INSTRUCTIONAL MINUTES

1164 Schools may elect to average their required daily minutes over a ten (10) day period in order
1165 to create time for collaboration.

1166 A. Timeline and requirements for proposing a new schedule:

- 1167 1. Requests to change the bell schedule shall be communicated to the site principal and
1168 LFT by January 1 for implementation the following school year.

1169 a. The plan, including the purpose of the scheduled activities, shall be
1170 developed collaboratively with staff and administration

1171 b. Any classroom teacher can request a change in bell schedule to be effective
1172 for the following school year.

1173 c. However, only one (1) such vote can take place during any 2-year period and
1174 must take place no later than May 1 of the school year in which it is
1175 requested, except when new legislation requires otherwise.

- 1176 2. After input from staff, the final schedule to be voted on must be submitted to the
1177 District and LFT for approval no later than March 31.

- 1178 3. Voting on schedule changes shall be held no later than May 1.

- 1179 4. For schools that bank minutes for collaboration time, collaboration time shall not
1180 exceed the total number of banked minutes.

1181 B. Voting Procedures

- 1182 1. Voting will take place by secret paper ballot, facilitated by LFT in conjunction with site
1183 administration.

1184 ARTICLE IX – HOURS (continued)

- 1185 2. Voting will take place over two (2) consecutive school days.
- 1186 3. Staff will be required to sign a staff roster indicating they have received a ballot.
- 1187 4. Voting will be held on no more than one (1) modified schedule.
- 1188 5. All LFT unit members at the applicable site are eligible to vote on the proposed
- 1189 schedule.
- 1190 6. Vote counts will be conducted by LFT, with the participation of at least one (1) site
- 1191 administrator.
- 1192 7. Approval of a new bell schedule requires a “yes” vote by at least a sixty-seven
- 1193 percent (67%) majority, provided that sixty percent (60%) or more of total eligible staff
- 1194 voted.
- 1195 8. Any unit member may observe the vote count during their non-working time. Vote
- 1196 counts will not be rescheduled to accommodate requests to observe.
- 1197 9. If the approval threshold is not met, the current bell schedule for the school site
- 1198 remains in effect.

1199 9.18 BANKED COLLABORATION TIME

1200 At those sites where teachers have elected to “bank” collaborative minutes by working longer

1201 days in exchange for collaborative time, the following framework shall apply for the use of

1202 that time:

- 1203 1) Collaboration time shall focus primarily on student academic achievement and shall
- 1204 follow the Professional Learning Community (PLC) Model.
- 1205 2) Each building leadership team shall work in collaboration together with the principal and
- 1206 their respective colleagues to develop specifics concerning PLC protocols, expectations
- 1207 and agendas for collaboration time.
- 1208 3) Examples of PLC activities that would focus on student academic achievement could
- 1209 include (but are not limited to):
- 1210 Creating common unit and/or daily lesson plans; common formative/summative
- 1211 assessments and pacing guides tied to Common Core Standards; systems to track

1212 ARTICLE IX – HOURS (continued)

1213 individual student progress, interventions, acceleration, and to support English Language
1214 Learners/

1215 Examining student work and standardized test scores to monitor student progress.

1216 Collaborative sharing of proven best practices and discussion of effective classroom
1217 management strategies, and grade level/department items.

- 1218 4) Sites will have the flexibility to determine by a vote of the certificated staff whether staff
1219 meetings can be held within the defined collaboration time, by a 67% majority vote.

1220 9.19 SITE-INITIATED MODIFICATION OF WORKING CONDITIONS

1221 Schools may, with a fifty-one percent (51%) majority of those voting, elect to modify working
1222 conditions excluding duty assignments, safety issues, and any issues beyond the site's
1223 control.

- 1224 9.20 In recognition for additional duties performed throughout the school year, on the last working
1225 day of the school year, the site administrator may allow unit members to leave when all
1226 professional duties are complete.

1227 9.21 SUBSTITUTE LESSON PLANS

1228 9.21.1 In the event of a teacher's absence lasting fewer than twenty (20) days, the teacher
1229 shall supply standards-based lesson plans for the substitute, appropriate to the
1230 subject matter, grade level, and expected duration of the teacher's absence, no later
1231 than 20 minutes before the start of school.

1232 9.21.2 All teachers shall provide three (3) days of emergency lesson plans by the end of
1233 August and updated as they are used throughout the year. If the unit member is
1234 unable to provide lesson plans, due to unforeseen circumstances, the three days of
1235 emergency lesson plans shall be available.

1236 9.21.3 Long Term Absence Protocol:

- 1237 A. In the event of a planned long-term absence of twenty (20) days or longer,
1238 teachers must provide lesson plans for the first twenty (20) days and, at a
1239 minimum, a standards-based pacing guide for use by the long-term substitute

1240 ARTICLE IX – HOURS (continued)

1241 teacher for the duration of the absence.

1242 1) The pacing guide for each subject should include all instructional requirements
1243 to be covered during the absence.

1244 B. Unit members planning a long-term absence are expected to plan for and ensure
1245 fulfillment of professional responsibilities, e.g., IEP meetings, case management
1246 duties, etc. prior to beginning their absence.

1247 C. It is the teacher's responsibility to make arrangements for their classroom to be
1248 put away at the end of the year.

1249 9.22 INDIVIDUALIZED EDUCATION PLANS (IEPs) RELEASE TIME

1250 A minimum of one (1) day per 40 or fewer students on IEPs, per site, shall be provided during
1251 the months of August through May for Special Ed and General Ed substitute release time.

1252 The District shall prioritize scheduling IEPs during the work day. Exceptions to this provision
1253 will be determined by mutual agreement between the Federation and the District.

1254 Example:

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

1255 IEP substitute release day ratios will continue to follow the same pattern should enrollment of
1256 students on IEPs increase beyond what is included in the table above.

1257 ARTICLE X – CLASS SIZE

1258 10.1 The following class size ranges per classroom will be used to determine staffing.

1259 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.

1260 Extra supply funds provided through Article 10.1.1 shall be used for classroom supplies,
1261 equipment, services, resources, and items that enhance and expand learning opportunities
1262 for students, including transportation costs and entry fees for student field trips. Excludes
1263 payroll, multi-year expenses, printers, copiers, gift cards, and personal expenses. Supply
1264 funds do not carry over from year to year, unless additional students are added after the
1265 annual purchasing deadline and with approval by Accounting.

1266 SDC students become part of the staffing ratio if they, or a compilation of students, are
1267 mainstreamed 25% or more of the instructional day of the grade-level teacher's classroom.
1268 Grades 4-6 mainstreamed students become part of the staffing ratio, regardless of inclusion
1269 time. After the 10th day of school, elementary teachers shall be compensated as outlined
1270 below each semester per number of students over the grade level class size range for a
1271 minimum of 10 days per semester:

- 1272 ▪ \$548 per student for the first two (2) students over the class size range
- 1273 ▪ \$878 per student for the third student over the class size range
- 1274 ▪ \$1316 per student for the fourth student over the class size range
- 1275 ▪ \$1865 per student for the fifth student over the class size range
- 1276 ▪ \$2523 per student for the sixth student over the class size range
- 1277 ▪ Any additional students after the sixth will receive the same monies as the sixth
1278 student or \$2523.

1279 ARTICLE X – CLASS SIZE (continued)

1280 The payment timeline for the over-cap and over-caseload payments specified in Sections
1281 10.1 and 10.2 of this Article is determined based on the end-of-semester dates. Payment will
1282 be issued on the January paycheck for first semester and the June paycheck for second
1283 semester.

1284 For TK-3 the class size average per school shall not be higher than 24.

1285 The maximum number of students in a 4-6 grade class shall be 36.

1286 For each Special Education student that is mainstreamed in a non-Special Education
1287 classroom 50% (or more) of the instructional day that places a classroom above the
1288 negotiated pupil-teacher class size cap, that teacher will receive \$548 Extra Supply Fund
1289 monies.

1290 10.1.1.1 There shall not be any Kindergarten/1st grade combination classes.

1291 10.1.1.2 There shall not be any TK/K combination classes.

1292 10.1.1.3 Preschool/TK/K teachers who do not have a full-time paraeducator
1293 assigned to the classroom shall receive 75 minutes of daily support.
1294 Support is defined as teachers, paraeducators, administrators, high
1295 school helpers, onsite tutors, and other staff. If such support is not
1296 available, the teacher shall be compensated for 75 minutes at the
1297 Tier 3 rate.

1298 10.1.1.4 Each Kindergarten site team shall be provided 1 FTE of daily
1299 support, provided the TK support continues to be funded through
1300 LCAP.

1301 10.1.2 Secondary

1302 The base section allocations for secondary schools will be based on a 30.6 students
1303 per FTE ratio. The allocation ratio will not include additional sections that shall be
1304 provided by the District, including Special Education and Department Chairs.
1305 Additional sections beyond the allocation may be added by the District for purposes,
1306 such as, Career Technical Education, Aquarium, Activities and Athletic Director.

ARTICLE X – CLASS SIZE (continued)

10.1.3 Independent Study

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

For all schools:

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

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

For part-time IS teachers:

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

A student section is defined as an individual student's enrollment in an independent study course.

The payment timeline for the over-cap and over-caseload payments specified in Sections 10.1 and 10.2 of this Article is determined based on the end-of-semester dates. Payment will be issued on the January paycheck for first semester and the June paycheck for second semester.

1323 ARTICLE X – CLASS SIZE (continued)

1324 10.1.4 Elementary Combination Classes

- 1325 1. Teachers teaching combination classes would have a class size range per
1326 the following table:

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

- 1327 2. The maximum number of students for upper grade combos is 30.
- 1328 3. The class size range for a 3 – 4 combo shall be the same as a 1 – 3 combo.
- 1329 4. The position of combination teacher would rotate among permanent
1330 teachers. Ideally, no first-year teacher, probationary teacher or temporary
1331 teacher would be assigned to this position. When there are no permanent
1332 teachers at the assigned grade levels, the most senior first year, probationary
1333 or temporary teacher would be assigned to the position.

1334 10.2 SPECIAL EDUCATION TEACHER CASELOAD

1335 The District shall attempt to staff below the agreed upon caseloads in order to allow for
1336 growth.

1337 The caseload of the Resource Teacher (Special Education RSP) shall not exceed 28
1338 students. The caseload of the SDC Teacher shall not exceed 12 students. The Federation
1339 and the District shall meet regularly to discuss Special Education caseloads and staffing.
1340 After the 10th day of school, Special Education Teachers shall be compensated as outlined
1341 below each semester per number of students over the caseload cap for a minimum of 10
1342 days per semester:

- 1343 ▪ \$548 per student for the first two (2) students over the caseload cap
- 1344 ▪ \$878 per student for the third student over the caseload cap
- 1345 ▪ \$1316 per student for the fourth student over the caseload cap

1346 10.3 SPEECH AND LANGUAGE THERAPIST

1347 It is the responsibility of the speech therapist to manage his or her total caseload to a
1348 maximum of sixty-five (65) students. Assistance in managing such caseloads will be provided

1349 ARTICLE X – CLASS SIZE (continued)

1350 by the Director of Special Education and Auxiliary Support Services, the speech therapist
1351 department chairperson and the site principal.

1352 10.4 SUPPORT SERVICES

1353 The District recognizes the need to provide support services in the areas of special
1354 education, nursing, counseling, and psychological services as determined by criteria listed in
1355 Section 10.1.

1356 ARTICLE X – CLASS SIZE (continued)

1357 10.4.1 Education Technology Media Service

1358 The District agrees to provide a District Librarian Education Technology Media
1359 Specialist to oversee and coordinate education technology media services
1360 throughout the District.

1361 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

1362 Counseling ratios will continue to follow the same pattern should enrollment increase
1363 beyond what is included in the tables above. Counseling ratios will be based on
1364 student projections as of May 31st of the current year. Adjustments to these ratios
1365 can only be done by mutual agreement between the Federation and the District.

1366 ARTICLE X – CLASS SIZE (continued)

1367 10.4.3 Special Education Teacher – Special Education Paraeducator Ratio

1368 The FTE allocation of Certificated Special Education teachers at a site and Special
1369 Education Paraeducators at a site shall be equivalent.

1370 ARTICLE XI - COMPENSATION AND HEALTH AND WELFARE BENEFITS

1371 11.1 Unit members will be paid according to the salary schedule attached as Appendix A-1, A-2,
1372 A- 3, A-4, B, C, D, E, and F.

1373 11.1.1 All employees located on steps that were eliminated are y-rated, or temporarily
1374 frozen, at their current salary amounts.

1375 11.2 In addition, the District will provide for each full-time bargaining unit member currently
1376 enrolled in a District provided medical plan, the amount equivalent to the highest individual
1377 plan (for the bargaining unit), or \$8,100, whichever is higher, per year, to be applied to the
1378 medical and dental premiums.

1379 11.2.1 For the 2014-15 school year, the Federation and the District agree to offer the Blue
1380 Cross 100% PPO as the highest individual plan. A 90% plan, an 80% plan and a
1381 base plan will also be offered.

1382 11.3 A less than full-time bargaining unit member shall receive a prorated benefit based on their
1383 annualized contractual full-time equivalent (FTE). They may either:

- 1384 1) Elect a District medical plan and receive a prorated benefit based on 11.2, or
1385 2) Not elect a medical plan and receive a benefit up to \$3,936 prorated, that may be
1386 applied to other District plans and/or flex plans.

1387 11.4 Effective with the 2006-07 school year, enrollment in one of the District medical plans, as a
1388 single, is mandatory for all full-time employees. Employees hired prior to July 1, 1994, and
1389 not enrolled in a District medical plan and taking the cash-in-lieu of health benefits, are
1390 exempt from mandatory enrollment and will receive \$3,936 per year.

1391 11.5 DOMESTIC PARTNERS

1392 The employee and the partner must:

- 1393 A. be 18 years of age,
1394 B. be engaged in a relationship of mutual caring and commitment,
1395 C. have shared the same residence for a minimum of six months,
1396 D. must be financially interdependent,

1397 ARTICLE XI - COMPENSATION AND HEALTH AND WELFARE BENEFITS (continued)

1398 E. not have any other Domestic Partner and must not have been married or had another
1399 Domestic Partner within the previous six months of the Affidavit of Domestic
1400 Partnership, and

1401 F. not be related to a degree that would prohibit legal marriage.

1402 A completed and signed enrollment or change form as well as a completed, signed and
1403 notarized Affidavit of Domestic Partnership are required. Opposite sex when one or the other
1404 is age sixty-two (62) or same sex age eighteen (18) and older must provide a copy of the
1405 Declaration of Domestic Partnership filed with the California Secretary of State. Domestic
1406 Partners and their dependents are not eligible for continuation of coverage under the federal
1407 COBRA law.

1408 11.6 NEWLY CREATED POSITIONS

1409 If the District creates any new classification with the bargaining unit during the term of the
1410 Agreement, it shall negotiate with the Federation to determine and establish the salary rate,
1411 job title and working conditions for the balance of the term of the Agreement. Such a wage
1412 determination by the District shall not be subject to Article V - Grievance Procedure.

1413 11.7 Vision insurance will be provided by the District to those employees who are required to carry
1414 coverage by the insurance company. In the case of two family members who are both
1415 employees of the District, one policy will be provided.

1416 11.8 PROCECURES TO CORRECT OVERPAYMENT/UNDERPAYMENT OF PAY WARRANTS

1417 A. Payroll shall notify unit members as soon as an error in pay is identified.

1418 B. In the event of an overpayment, the District has three (3) years to recover overpaid
1419 wages from the unit member from the date of the overpayment, per Code of Civil
1420 Procedure section 338(d). In the event of an overpayment, the unit member has the
1421 right to negotiate a repayment plan with the District, consistent with CA Education
1422 Code § 44042.5.

1423 C. In the event of an underpayment, the unit member has four (4) years from the date of
1424 underpayment to recover lost wages, per Code of Civil Procedure section 337(a). In

1425 ARTICLE XI - COMPENSATION AND HEALTH AND WELFARE BENEFITS (continued)

1426 the event of an underpayment, Payroll will inform the unit member of all available
1427 repayment options (emergency pay warrant, reimbursement on the 10th via a
1428 supplemental payment, or reimbursement in the next month's paycheck) and allow
1429 the unit member to request the option they prefer. Payroll will make a good-faith effort
1430 to fulfill the unit member's request based on feasibility, urgency of need, and amount
1431 of underpayment.

1432 D. Employees who attempt to resolve an error claim informally with Payroll and are
1433 unsatisfied with the final response shall have twenty (20) workdays from the date of
1434 Payroll's final response to file a Level 1 grievance. This timeline replaces the 20-day
1435 grievance initiation period set forth in Article 5.4.1

1436 ARTICLE XII - EVALUATION PROCEDURES

1437 12.1 Each certificated employee shall be evaluated to determine whether such employee is
1438 meeting the job responsibilities defined in the applicable job description, and/or defined in
1439 other actions by the Board and applicable law (see Article 9.3.2 and Article 12.2). Such
1440 evaluation shall attempt to assess the performance of each with regard to the fulfillment of
1441 the employee's job responsibilities.

1442 12.2 The District may evaluate and assess the performance of each certificated employee as it
1443 reasonably relates to:

1444 A. The California Standards for the Teaching Profession as reflected in the LUSD
1445 Professional Development Report (PDR).

- 1446 1. Engaging and supporting all students in learning.
- 1447 2. Creating and maintaining effective environments for student learning.
- 1448 3. Understanding and organizing subject matter for student learning.
- 1449 4. Planning instruction and designing learning experiences for all students.
- 1450 5. Assessing student learning.
- 1451 6. Developing as a professional educator.

1452 B. The fulfillment of job responsibilities as described within the specified job descriptions
1453 (certificated non-instructional personnel).

1454 C. The evaluation and assessment of employee performance pursuant to the Stull Act
1455 Evaluation Procedure shall not include the use of publishers' norms established by
1456 standardized tests.

1457 12.3 PROFESSIONAL DEVELOPMENT REPORT (PDR) NOTIFICATION

1458 Each unit member will be notified no later than September 30th of each year during which the
1459 unit member is to receive a regular evaluation, and shall meet with the evaluator no later than
1460 October 31st to review the evaluation objectives, guidelines, forms and procedures. The
1461 evaluator shall be the unit member's immediate supervisor or other management employee.

1462 This does not negate the role and/or function of the PAR Agreement.

1463 ARTICLE XII - EVALUATION PROCEDURES (continued)

1464 12.4 TEMPORARY AND PROBATIONARY EMPLOYEES

1465 Each temporary and probationary certificated employee shall be evaluated each year and
1466 must receive at least one formal observation by December 1st following procedures outlined
1467 in Article 12.6.

1468 12.5 PERMANENT EMPLOYEES

1469 The performance of each certificated employee with permanent status shall be evaluated and
1470 assessed on a continuing basis as follows: (Education Code 44664)

1471 A. Once every other year, unless there is just cause.

1472 B. Once every five (5) years, if all of the following conditions are met:

1473 1. The employee has been employed by the District at least 10 years.

1474 2. The employee meets the qualifications of a highly qualified teacher as defined in 20
1475 USC 7801 of the federal No Child Left Behind Act, if 20 USC 6319 requires that their
1476 position be filled by a highly qualified teacher.

1477 3. The employee's previous evaluation rated them "satisfactory" in all standards listed in
1478 Article 12.2.

1479 The District may evaluate an employee who meets the above conditions more often than
1480 once every five (5) years with just cause, but in no circumstances more often than once
1481 every three (3) years, except as provided by Article 12.5 (C).

1482 C. Annually, if the permanent employee has received an unsatisfactory in an overall
1483 performance for standard section of their Professional Development Report (PDR) until
1484 they receive a satisfactory in all overall performance for standard sections.

1485 D. Teachers who transfer between a classroom and non-classroom position, in either
1486 direction, shall be evaluated through the PDR process during the year in which they are
1487 transferred. If the teacher has worked in the new position previously within the district,
1488 such evaluation shall be at the discretion of the site administrator.

1489 12.6 PROFESSIONAL DEVELOPMENT REPORT (PDR) PROCESS

1490 Each school year the assigned evaluator and the certificated employee should meet to

1491 ARTICLE XII - EVALUATION PROCEDURES (continued)

1492 discuss specific objectives for the school year. The evaluator shall determine such specific
1493 objectives after review of input from appropriate sources including the evaluatee. The PDR
1494 finalized pursuant to this Article should reference such specific objectives in addition to the
1495 evaluatee's other job responsibilities. The PDR shall not be finalized unless there are formal
1496 and informal observations of the performance of the certificated employee by the evaluator.
1497 At least one formal observation shall include the opportunity for a pre-observation conference
1498 and a post- observation conference.

1499 Any observation or evaluation which contains an unsatisfactory or needs improvement
1500 rating shall include specific recommendations or directives to improve the certificated
1501 employee's performance.

1502 An unsatisfactory or needs improvement rating shall not be solely based on a complaint by
1503 an individual to the evaluator which has not been reasonably investigated by the evaluator.

1504 12.7 Signed and dated copies of the observation report shall be submitted to the unit member
1505 within ten (10) working days after the observation. Within ten (10) days after receipt of an
1506 observation report, the unit member shall be given an opportunity to discuss the observation
1507 with the evaluator. The employee shall have the right to an observer present at such a
1508 meeting.

1509 12.8 Unit members may request that evaluators come to observe particular classes, performance
1510 of assigned duties or lessons for evaluation purposes.

1511 12.9 Each evaluatee shall have the right to submit a written response to the PDR within ten (10)
1512 days. This written response shall be placed in the permanent personnel file of the evaluatee.

1513 A unit member who receives a negative classroom observation may request an additional
1514 classroom observation and may also request that the District provide an additional observer.

1515 12.10 Any PDR made pursuant to this Article shall be in writing and a copy given to the evaluatee
1516 by May 15th. If, in the event that the deadline cannot be met, a new date can be set prior to
1517 the last day scheduled on the school calendar with mutual agreement among the unit
1518 member, immediate supervisor, and the Federation. Any PDR filed after May 15th without

1519 ARTICLE XII - EVALUATION PROCEDURES (continued)

1520 mutual agreement cannot be placed in the unit member's personnel file.

1521 12.11 Each evaluatee shall be granted a meeting with the evaluator to discuss the PDR. This
1522 meeting shall be scheduled before the last day scheduled on the school calendar.

1523 12.12 The job performance of certificated employees may be observed and assessed at any time.
1524 In cases of serious deficiencies in job performance, an evaluator may refer the unit member
1525 to Peer Assistance and Review (PAR).

1526 12.13 The contents or comments in any evaluation document completed by an evaluator shall not
1527 be grievable. The sole remedy for the evaluatee is a written response within ten (10) calendar
1528 days.

1529 12.14 If a certificated employee receives an unsatisfactory evaluation (s)he may not be voluntarily,
1530 or involuntarily, transferred to another site or school without the written approval of the
1531 Superintendent or designee.

1532 ARTICLE XIII - PERSONNEL FILES

1533 13.1 Each unit member shall have an official District personnel file which shall be maintained at
1534 the District Administration Office. Unit members have a right to reproduce any of the contents
1535 of the file except as expressed in Section 13.4.

1536 13.2 Persons who place any materials in the official file shall sign and indicate appropriate dates
1537 relevant to such material.

1538 13.3 Material in the personnel file of unit members which may serve as a basis for affecting the
1539 status of the unit member's employment is to be made available for the inspection of the unit
1540 member involved except as enumerated in Section 13.4.

1541 13.4 Materials in the file shall not be made available to the unit member if they include ratings,
1542 reports, or records which

1543 A. were obtained prior to the employment of the unit member involved,

1544 B. were prepared by identifiable examination committee members.

1545 13.5 Information of a derogatory nature, except material enumerated in Section 13.4 shall not be
1546 entered or filed unless and until the unit member is given notice and has an opportunity to
1547 review and comment thereon. A member shall have the right to enter, and have attached to
1548 any such derogatory statement, his/her own comments thereon.

1549 13.6 Every unit member shall have the right to inspect their file upon request, except material
1550 enumerated in Section 13.4.

1551 ARTICLE XIV – COMPLAINT PROCEDURES

1552 To promote prompt and fair resolution of a complaint against a unit member by a member of the
1553 public, a student, a parent, or a fellow District employee, the following procedures shall be followed:

1554 14.1 In the event of a complaint made against a unit member, every effort should be made to
1555 resolve the complaint at the earliest possible stage. Whenever possible, any person who
1556 complains about a unit member shall be encouraged to resolve the matter informally through
1557 direct communication with the unit member and the unit member's immediate supervisor.

1558 14.2 A unit member who is the subject of a complaint shall be informed of the nature of the
1559 complaint, and if possible, the identity of the complainant.

1560 14.3 The subject of the complaint shall be provided with a copy if possible. If a written complaint
1561 cannot be provided to a unit member, the District shall inform the unit member as to the
1562 reason.

1563 14.4 Site administration shall first evaluate the veracity and/or legitimacy of the complaint and
1564 determine if further action is necessary. Site administration has thirty (30) days to review the
1565 complaint, conduct any necessary investigation, and render a decision.

1566 14.5 If the site administrator determines a conference should be held, then the conference should
1567 include the unit member and relevant parties as deemed necessary.

1568 14.6 If the unit member is not satisfied with the decision of the site administration and/or
1569 conference outcome, the unit member may appeal the decision to the Assistant
1570 Superintendent, Human Resources in writing.

1571 14.7 During the course of an investigation of a complaint submitted to the District about a unit
1572 member, the unit member may provide the District with a written response to the complaint.

1573 14.8 Unit members are prohibited from retaliating against complainants and witnesses.

1574 14.9 If site or District administration determines that an interview with a unit member should be
1575 held in connection with a complaint about that unit member, and the interview could lead to
1576 potential disciplinary action, then, when scheduling the interview, the site and/or District
1577 administrator shall notify the unit member of their right to union representation.

1578 ARTICLE XIV – RESIGNATION

1579 14.1 Unit members who resign for other than health or retirement purposes shall forfeit an amount
1580 equal to two (2) percent of column 1, step 1 of Appendix A-1 if the resignation is received
1581 between July 15 and October 1. The District reserves the right to make exceptions on a case-
1582 by- case basis.

1583 ARTICLE XV - STAFF LOUNGE

1584 15.1 A staff lounge will be designated at each school site. Staff lounges will be used only by
1585 District employees except by express permission of a site administrator

1586 ARTICLE XVI – SAVINGS

1587 16.1 In the event any provision of this contract is or shall be determined to be contrary to law by
1588 the final judgment of a court of competent jurisdiction, all other provisions of this contract
1589 shall continue in effect.

1590 16.2 Upon mutual agreement, both parties shall meet at the earliest possible time to renegotiate
1591 and endeavor to reach agreement on said provision.

1592 ARTICLE XVII – CONCERTED ACTIVITIES

1593 17.1 The Federation agrees that there will be no strike, or call for strike, work stoppage, walk-out,
1594 slow-down, picketing during the work day or refusal or failure to perform job functions and
1595 responsibilities by the Federation or by its officers or agents, including compliance with the
1596 request of other labor organizations to engage in such activity, during the term of this
1597 Agreement and until such time that it is expressly and legally rescinded.

1598 17.2 The District and the Federation recognize through ratification of this Agreement, the duty and
1599 obligation of their representatives to comply with the provisions of this Agreement and will
1600 make every effort to encourage such compliance.

1601 17.3 The Federation agrees that it will accept the legal consequences of any unlawful concerted
1602 activity by its unit members concerning any item within or outside the scope of this
1603 Agreement.

1604 ARTICLE XVIII - SENIORITY LIST AND EFFECTS OF LAYOFFS

1605 18.1 PLACEMENT ON THE SENIORITY LIST

1606 The seniority list is based upon the date of which a probationary or permanent employee first
1607 renders contractual paid service to the District (Ed Code 44845). Employment excluded by
1608 Article 2.1.1 does not constitute first date of paid service.

1609 18.2 CRITERIA FOR LAYOFFS

1610 LFT and the District will meet and confer on the criteria for layoffs as soon as possible, but no
1611 later than twenty-one (21) days before the deadline for the layoff notices.

1612 18.3 TIE BREAKER

1613 When two or more employees meet the same criteria, the Assistant Superintendent, Human
1614 Resources, another District designated person and two (2) LFT Executive Board members
1615 will be present for a random draw to determine placement on the seniority list for termination
1616 and/or rehire.

1617 ARTICLE XIX – EFFECT OF AGREEMENT

1618 19.1 It is understood and agreed that the specific provisions contained in this Agreement shall
1619 prevail over District practices and procedures and over state and federal laws to the extent permitted
1620 by law, and that in the absence of specific provisions in this Agreement, such practices and
1621 procedures are discretionary with the District as authorized by law. It is understood that the policies
1622 and practices of the District shall not in any way detract or diminish the rights of unit members or the
1623 Federation as they are expressly guaranteed in this Agreement.

1624 ARTICLE XX - CONCLUSIVENESS OF AGREEMENT

1625 20.1 During the term of this Agreement, the Federation expressly waives and relinquishes the right
1626 to meet and negotiate and agrees that the District shall not be obligated to meet and
1627 negotiate with respect to any subject or matter whether or not referred to or covered in this
1628 Agreement, even though such subject or matter may not have been within the knowledge or
1629 contemplation of either or both the District and the Federation at the time they met and
1630 negotiated on and executed this Agreement, and even though such subjects or matters were
1631 proposed and later withdrawn.

1632 20.2 The District will consult with the Federation if the District proposes any change to the Conflict
1633 Resolution Administrative Regulation, 4144.1, during the term of this Agreement.

1634 ARTICLE XXI - SUPPORT OF AGREEMENT

1635 21.2 The District and the Federation agree that it is to their mutual benefit to encourage the
1636 resolution of differences through the meet and negotiation process. Therefore, it is agreed
1637 that the Federation will support this Agreement for its term and official representatives of the
1638 Federation will not appear before the Board of Education to seek change or improvement in
1639 any matter subject to the meet and negotiation process.

1640 21.2 The Federation and the District agree that in the event that both parties agree to enter into a
1641 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: May 20, 2026

DATE: May 20, 2026

RATIFIED BY

LOMPOC FEDERATION OF TEACHERS

BY: 

Skyler Petersen, President
Lompoc Federation of Teachers

DATE: May 28, 2026

APPROVED BY

LOMPOC UNIFIED SCHOOL DISTRICT

BY: 

Tracy Phillips, President
LUSD Board of Education

DATE: June 23, 2026

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.

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

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

a. New Unit Members

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

b. Returning Unit Members

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

c. Retired Unit Members

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

ii. District Determined Staffing Emergency

When the District determines that it has an emergency staffing situation where the only person qualified and available to fill a 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-ratio 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. \$1,546 plus an additional \$32 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: \$14,692

- 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 \$32 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. Teacher-in-Charge:

1758 All elementary schools, Maple, and Dr. Bob Forinash Community Day School will have a
 1759 designated Teacher-in-Charge (TC). The stipend for teachers assuming these positions
 1760 shall be determined as follows:

- 1761 1. Base - \$1,546
- 1762 2. \$37 per year for each full time bargaining unit member over 20. Shared teaching
 1763 assignments count as one (1). This amount will be one-half (1/2) for schools with
 1764 a second (2nd) full time or part time administrator.
- 1765 3. Itinerant employees are not part of calculation (2).
- 1766 4. The interview panel will consist of the principal and at least one teacher elected
 1767 by staff by secret ballot.
- 1768 5. The final selection of the Teacher(s)-in-Charge rests with the principal.
- 1769 6. When reasonably possible, the appointment should be made in the month of April
 1770 for the following school year.
- 1771 7. Staffs may, by secret ballot, decide to have two (2) Teachers-in-Charge. In this
 1772 case, the stipend would be equally divided. If a school so elects, the TC's will be
 1773 Responsible for watching each other's class when necessary.

1774 E. Elementary Combination Classes: Teachers teaching combination classes shall be
 1775 compensated at a stipend of 10% of Step I – Column I of the teacher salary scale. In the
 1776 event that there is a job share, where the combination class job is shared between two (2)
 1777 teachers, the compensation will be based on FTE.

1778 F. Certified Athletic Trainer: \$19,398

1779 RULES AND REGULATIONS - CERTIFICATED NON-MANAGEMENT SALARY SCHEDULE (continued)

1780 G. Concurrent Enrollment: The District shall compensate unit members with a \$1,135 stipend
1781 per semester for additional services related to Concurrent Enrollment outlined below:

- 1782 • Concurrent Class Instructors will instruct extra minutes per concurrent class
1783 period as required by the concurrent enrollment college,
- 1784 • Calculate and report grades to the concurrent enrollment college,
- 1785 • Provide a class syllabus to the concurrent enrollment college for each
1786 concurrent class,
- 1787 • Attend concurrent enrollment meetings, up to one per semester,
- 1788 • Assist in collecting concurrent enrollment paperwork,
- 1789 • Ongoing communication with the concurrent enrollment college Department
1790 Chair and other concurrent enrollment college staff as needed,
- 1791 • Complete census rosters each semester by the deadline provided by the
1792 concurrent enrollment college.
- 1793 • Fulfill all required responsibilities as assigned by the concurrent enrollment
1794 college.

1795 The parties also agree that the instructors of the Concurrent Enrollment courses must
1796 volunteer to teach the additional minutes per concurrent classroom period, as required by
1797 the concurrent enrollment college. Instructors that do not agree to teach the additional
1798 minutes as required by Allan Hancock College will not be eligible to teach a Concurrent
1799 Enrollment course.

1800 H. Summer School and Extended School Year (ESY)

1801 When Summer School and ESY programs are offered, the following procedures will apply:

- 1802 1. Summer School and ESY applications will be available in February.
- 1803 2. If selected, unit members will be notified as soon as possible by Human
1804 Resources of their Summer School assignment.

1805 RULES AND REGULATIONS - CERTIFICATED NON-MANAGEMENT SALARY SCHEDULE (continued)

- 1806 3. Unit members selected for summer positions must commit to the entire duration
- 1807 of the summer program.
- 1808 4. Unit members will be required to attend professional development not to exceed
- 1809 six (6) hours, unless by mutual agreement between the District and the
- 1810 Federation. This professional development may happen during the regular school
- 1811 year.
- 1812 5. Teachers will be provided with equal hours for classroom preparation and closing,
- 1813 not to exceed six (6) hours for each.
- 1814 6. In the event of a teacher absence, the teacher is responsible for securing a
- 1815 substitute from a list provided by the District or by mutual agreement between the
- 1816 teacher and administrator.

1817 VI. SUPPLEMENTAL PAY RATES

- 1818 A. The following hourly pay rates will be used to compensate unit members for activities
- 1819 outside the assigned working day:
- 1820 Tier I -- Column 1, Step I -- Unit members attending professional learning, conferences
- 1821 and other presentations, with pre-approval for compensation from the appropriate
- 1822 administrator.
- 1823 Tier II -- Column 1, Step V -- Unit members developing instructional materials, pacing
- 1824 guides, testing instruments and other curricular content, with pre-approval for
- 1825 compensation from the appropriate administrator.
- 1826 Tier III -- Column II, Step VII -- Unit members conducting professional learning, teaching
- 1827 Home/Hospital students, or other kinds of instruction, with specific beginning and end
- 1828 dates, outside the member's regular assignment, with pre-approval for compensation from
- 1829 the appropriate administrator.
- 1830 These pay rates are based on the Part Time Support Teachers Salary Schedule
- 1831 (Appendix E).

1832 RULES AND REGULATIONS - CERTIFICATED NON-MANAGEMENT SALARY SCHEDULE (continued)

1833 B. Teachers will be paid at the substitute hourly rate (substitute daily rate divided by 6) for
1834 work done outside contract hours (not to exceed 12 hours) made necessary by a required
1835 classroom change. The District shall provide assistance in moving District material
1836 whenever a teacher is transferred or there is a required room change.

1837 C. Teachers on special assignment will be compensated at a rate equivalent to the amount
1838 received in all positions held at the time of release with the exception of site mentors who
1839 will receive the base mentor stipend. Teachers on special assignment who must leave
1840 their regular assignment shall be offered the opportunity to return to the same school and
1841 grade level for elementary and same school and department for secondary school
1842 teachers.

1843 VII. AGRICULTURE TEACHER AND AQUARIUM DIRECTOR

1844 For days beyond 185 as specified in Article 9.3.8 (see table), an Accountability Log listing hours
1845 of instructional and non-instructional duties will be submitted to the Assistant Superintendent,
1846 Human Resources and the site administrator by the dates listed below.
1847 First semester includes Winter Break activities and will be due by January 31st. Second semester
1848 includes summer activities and will be due September 1st of the academic year.

1849 VIII. NEW UNIT MEMBERS

1850 New unit members who are required to attend additional days for purposes of orientation beyond
1851 the days stipulated in Section 9.3.8 (K) and (N) shall receive the daily rate for substitute teachers
1852 for each day.

1853 IX. Part Time Support (PTS) teachers are appropriately credentialed staff members whose primary role
1854 is to support regularly assigned classroom teachers. PTS teachers provide a supplemental
1855 instructional service and implement instructional programs.

1856 RULES AND REGULATIONS - CERTIFICATED NON-MANAGEMENT SALARY SCHEDULE (continued)

1857 **PTS teachers:**

- 1858 ■ May work under the direction of a regularly assigned teacher
- 1859 ■ May work one-on-one with students and/or groups of students
- 1860 ■ May team up with the regular teacher to conduct lessons
- 1861 ■ Are not the teacher of record
- 1862 ■ Do not hold regular parent conferences but might be asked to attend a meeting with
- 1863 ■ parents
- 1864 ■ Are not responsible for assigning student grades, but collaborate with teacher of record
- 1865 ■ regarding student progress
- 1866 ■ PTST subs may be requested by the site administrator
- 1867 ■ Vacancies will be filled based on available substitutes

1868 **Evaluation:**

1869 PTS teachers are subject to evaluation.

1870 X. TRAVEL COMPENSATION / STIPEND

- 1871 A. Unit members assigned to multiple school sites shall be compensated for travel between/
- 1872 among school sites at the mileage rate the IRS allows.
- 1873 B. Elementary and Secondary Non-itinerant teachers whose regular assignment requires
- 1874 travel to another school site during their prep period or lunch break on a daily basis shall
- 1875 receive a stipend of \$3,045. These teachers will not be responsible for rotating duties at
- 1876 either site.
- 1877 C. Unit members who have a split assignment without daily travel, but who have extra duties
- 1878 as a result of working at two sites, will receive a stipend of \$688. The number of these
- 1879 stipends paid shall not exceed three (3). If four or more unit members qualify, the District
- 1880 and LFT will meet to negotiate a solution.

1881 RULES AND REGULATIONS - CERTIFICATED NON-MANAGEMENT SALARY SCHEDULE (continued)

1882 XI. UNIVERSITY MENTORING STIPEND

1883 Unit members who provide mentoring services for newly hired staff who are on internship permits
1884 and, as such, require a mentor to complete their Institute of Higher Learning's credential
1885 requirements, will be compensated with a \$1,135 stipend per mentee.

1886 1. The stipend will be paid in two installments. One will be in December and one in June.

1887 2. Should the mentorship end prematurely, the stipend will be pro-rated based on the
1888 percentage of the 185-day teacher calendar.

1889 XII. OVERNIGHT FIELD TRIP STIPENDS

1890 1. A \$567 stipend will be paid to unit members chaperoning a 3-day or longer trip. A \$341
1891 stipend will be paid to unit members chaperoning a 2-day trip.

1892 XIII. BENEFITS AND THE LAW

1893 In the event any increase in benefits provided for in this Agreement are determined pursuant to
1894 administrative or judicial authority to constitute a violation of the law, it is agreed that any such
1895 benefit increase shall be considered to have been null and void and the District shall thereby be
1896 empowered to make any and all adjustments in such employee benefits necessary to cure such
1897 violation including retroactive adjustments.

LOMPOC UNIFIED SCHOOL DISTRICT
Lompoc, California

Teacher Annual Salary Schedule
Adopted by the Board: June 23, 2026

2026-2027

Column	I	II	III	IV	V
	BA / BA + 15	BA + 30	BA + 45	BA + 60	BA + 75
Step					
1	64,180	68,074	71,964	75,857	79,748
3	66,813	70,707	74,598	78,490	82,382
5	69,445	73,340	77,231	81,122	85,015
7	74,715	78,606	82,498	86,389	90,282
9			90,722	94,613	98,506
11				99,880	103,772
13				102,512	106,404
15				104,110	108,001
17				105,709	109,596
19				107,303	111,194
21				108,904	114,217
23				110,499	115,084
25				111,997	116,762

Column V 75 approved semester units and one of the following are required to progress to this column: A Master's Degree; second credential; Montessori Diploma; a Language Development Specialist (LDS) certificate; a Cross-cultural Language and Academic Development (CLAD) certificate; Cross-cultural Language and Academic emphasis specified on credential; a Bilingual Cross- cultural Language and Academic Development (BCLAD) certificate; a Bilingual Certificate of Competence (BCC); Bilingual Cross-cultural Language and Academic Development emphasis specified on credential; National Board Certification; or Gifted & Talented Education (GATE) Certificate. For the purpose of column advancement, the following credentials are not counted: Emergency or limited term credentials; and credentials that include English Learner authorization without CLAD or BCLAD emphasis.

Advanced Degree An additional \$1,747 shall be added for a Master's Degree and an additional \$1,747 for a Doctor's Degree. The Doctor's Degree shall be in a subject area commonly taught in the District.

Stipends 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, 2026

LOMPOC UNIFIED SCHOOL DISTRICT
Lompoc, California

Special Education Teacher Annual Salary Schedule

Adopted by the Board: June 23, 2026

2026-2027

Column	I	II	III	IV	V
	BA / BA + 15	BA + 30	BA + 45	BA + 60	BA + 75
Step					
1	65,222	69,176	73,131	77,088	81,042
3	67,896	71,854	75,808	79,763	83,718
5	70,574	74,530	78,481	82,437	86,394
7	75,928	79,881	83,835	87,791	91,744
9			92,193	96,147	100,103
11				101,500	105,454
13				104,175	108,131
15				105,799	109,751
17				107,421	111,376
19				109,044	112,998
21				110,667	116,068
23				112,291	116,949
25				113,814	118,657

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 \$1,747 shall be added for a Master's Degree and an additional \$1,747 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, 2026

LOMPOC UNIFIED SCHOOL DISTRICT
Lompoc, California

Instructional Coach Annual Salary Schedule

Adopted by the Board: June 23, 2026

2026-2027

Column	I	II	III	IV	V
	BA / BA + 15	BA + 30	BA + 45	BA + 60	BA + 75
Step					
1	67,302	71,386	75,465	79,547	83,628
3	70,063	74,147	78,227	82,308	86,390
5	72,825	76,908	80,988	85,069	89,151
7	78,350	82,429	86,512	90,593	94,674
9			95,135	99,216	103,298
11				104,739	108,820
13				107,498	111,581
15				109,174	113,256
17				110,852	114,928
19				112,523	116,604
21				114,202	119,774
23				115,874	120,682
25				117,446	122,443

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 \$1,747 shall be added for a Master's Degree and an additional \$1,747 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, 2026

APPENDIX A - 195 Day Work Year

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 23, 2026

2026-2027

Column	I	II	III	IV	V
	BA / BA + 15	BA + 30	BA + 45	BA + 60	BA + 75
Step					
1	67,651	71,752	75,855	79,958	84,061
3	70,425	74,529	78,630	82,733	86,835
5	73,200	77,304	81,404	85,508	89,611
7	78,754	82,856	86,956	91,059	95,163
9			95,626	99,729	103,831
11				105,280	109,381
13				108,054	112,157
15				109,738	113,840
17				111,421	115,520
19				113,103	117,204
21				114,789	120,391
23				116,472	121,304
25				118,050	123,074

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 \$1,747 shall be added for a Master's Degree and an additional \$1,747 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, 2026

APPENDIX A - 200 Day Work Year

LOMPOC UNIFIED SCHOOL DISTRICT
Lompoc, California

Athletic Directors Annual Salary Schedule
Adopted by the Board: June 23, 2026

2026-2027

Column	I	II	III	IV	V
	BA / BA + 15	BA + 30	BA + 45	BA + 60	BA + 75
Step					
1	69,384	73,593	77,798	82,007	86,213
3	72,230	76,440	80,646	84,854	89,062
5	75,078	79,288	83,491	87,700	91,908
7	80,772	84,981	89,186	93,395	97,602
9			98,077	102,285	106,492
11				107,978	112,185
13				110,825	115,032
15				112,551	116,758
17				114,277	118,484
19				116,003	120,209
21				117,732	123,477
23				119,459	124,415
25				121,078	126,231

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 \$1,747 shall be added for a Master's Degree and an additional \$1,747 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, 2026

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 23, 2026

2026-2027

Column	I	II	III	IV	V
	BA / BA + 15	BA + 30	BA + 45	BA + 60	BA + 75
Step					
1	72,853	77,272	81,688	86,107	90,524
3	75,842	80,262	84,679	89,097	93,515
5	78,830	83,251	87,667	92,084	96,501
7	84,811	89,228	93,646	98,064	102,482
9			102,981	107,400	111,817
11				113,377	117,794
13				116,364	120,785
15				118,179	122,594
17				119,991	124,409
19				121,804	126,252
21				123,619	129,653
23				125,430	130,635
25				127,131	132,541

Column V 75 approved semester units and one of the following are required to progress to this column: A Master's Degree; second credential; Montessori Diploma; a Language Development Specialist (LDS) certificate; a Cross-cultural Language and Academic Development (CLAD) certificate; Cross-cultural Language and Academic emphasis specified on credential; a Bilingual Cross- cultural Language and Academic Development (BCLAD) certificate; a Bilingual Certificate of Competence (BCC); Bilingual Cross-cultural Language and Academic Development emphasis specified on credential; National Board Certification; or Gifted & Talented Education (GATE) Certificate. For the purpose of column advancement, the following credentials are not counted: Emergency or limited term credentials; and credentials that include English Learner authorization without CLAD or BCLAD emphasis.

Advanced Degree An additional \$1,747 shall be added for a Master's Degree and an additional \$1,747 for a Doctor's Degree. The Doctor's Degree shall be in a subject area commonly taught in the District.

Stipends 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, 2026

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 23, 2026

2026-2027

Column	I	II
	BA + 60	BA + 75
Step		
1	115,264	119,202
2	115,832	119,769
3	116,506	120,444
4	117,405	121,344
5	118,534	122,472
8	119,775	123,714
11	121,017	124,953
14	122,257	126,197
16	123,503	127,440
19	124,744	128,682
21	125,987	129,925
23	127,228	131,166
25	128,468	132,410

Advanced Degree Stipends	An additional \$1,747 shall be added for a Master's Degree and an additional \$1,747 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, 2026

APPENDIX C -195 Day Work Year

LOMPOC UNIFIED SCHOOL DISTRICT
Lompoc, California

Speech Therapist Annual Salary Schedule
Adopted by the Board: June 23, 2026

2026-2027

Step	
1	97,045
3	99,819
5	102,593
7	108,143
9	111,479
11	113,163
13	114,847
15	116,531
17	118,214
19	119,896
21	126,270
23	129,210
25	131,084

Advanced Degree Stipend:

The stipend for a Master's Degree is included in the figures on the salary schedule above. An additional \$1,747 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	81,518
2	81,539
3	90,689
4	91,058
5	92,620

*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, 2026

APPENDIX D – 205 Day Work Year

LOMPOC UNIFIED SCHOOL DISTRICT
Lompoc, California

School Social Worker I Annual Salary Schedule
Adopted by the Board: **June 23, 2026**

2026-2027

Step	I BA + 45	II BA + 60
1	84,059	88,371
3	86,976	91,290
5	89,893	94,208
7	95,730	100,043
9	104,844	109,156
11	110,679	114,991
13	113,595	117,908
15	115,366	119,678
16	117,135	121,446
19	118,903	123,216
21	120,676	126,566
23	122,446	127,525
25	124,104	129,385

Advanced Degree Stipends	An Additional \$1,747 shall be added for a Master's Degree and an additional \$1,747 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, 2026

LOMPOC UNIFIED SCHOOL DISTRICT
Lompoc, California

Part Time Support Teacher (PTS) Salary Schedule
Adopted by the Board: June 23, 2026

2026-2027

Column	I	Hourly Rate	II	Hourly Rate
	BA / BA <45		BA / BA +45	
Step				
1	37,744	34.95	39,997	37.03
5	40,789	37.77	43,064	39.88
7	43,866	40.61	46,131	42.71

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, 2026

EXTRA ASSIGNMENT SALARY SCHEDULE

APPENDIX F

LEVEL I		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Coaches:	Football	4,947	5,495	6,104
Assistant Coach Level I		3,709	4,122	4,582
LEVEL II		4,330	4,813	5,349
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		3,252	3,612	4,014
LEVEL III		3,712	4,126	4,584
Dance Line/Color Guard Coach				
FBLA Advisor				
FFA Advisor & Ornamental Horticulture Teacher				
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		2,788	3,097	3,439
Skills USA Assistant Advisor				
Assistant Drama Coach				
Assistant Senior High Dance Advisor				
Assistant Senior High Spirit Leader				
Middle School ASB Advisor				
Equipment Manager			6,733	7,473
LEVEL IV (does not qualify for double or longevity extra-curricular stipend)				
Middle School Band Director (per year)		1,430	1,786	1,983

Effective Date: July 1, 2026

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 \$1,159 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 \$811 per year. A unit member who qualifies will only receive one (1) stipend of \$811 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 \$811 per year at years 8-10, and additional \$811 at years 11 – 13 and an additional \$811 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	\$811
8 - 10	\$1,622 (\$811 x 2)
11 - 13	\$2,433 (\$811 x 3)
14+	\$3,244 (\$811 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 \$1,934. If they qualify for and participate in the National Competition, the advisor will receive an additional stipend of \$1,934.

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 allocate \$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.

10. Yearlong Productions Stipend

Advisors on yearlong production activities listed in Appendix F (drama, choir, band, spirit leader, dance, danceline/color guard) will be paid an additional stipend of \$3,105 for the head advisor and \$2,070 for assistant advisors, under the following conditions:

1. The advisor’s students participate in at least 3 different productions throughout the school year. A production is defined as a competition, performance, show, or other event held in front of an audience. Multiple shows of the same production are considered to be a single production for the purposes of this Appendix.
2. There must be at least 1 production each semester to qualify.
3. A list of productions, along with dates of productions, must be submitted to the site administrator by May 15.

This additional stipend will be paid on the June 30 paycheck upon meeting the above criteria (on top of the regular stipend, which is paid in monthly installments throughout the year).

11. Ag teachers who work at schools with no FFA program that have a horticulture program are eligible for the “ornamental horticulture teacher” stipend set forth in Appendix F: one paid during the school year and a second stipend to cover responsibilities over the summer. Ag teachers on the 185-day calendar who perform additional work over the summer shall submit a log of student involvement, work performed, and dates/hours of work to the site principal by September 1 in order to qualify for a second stipend.

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