

MEMORANDUM OF UNDERSTANDING
between
The Lompoc Unified School District and
The Lompoc Federation of Teachers (AFT3151)

The District and LFT agree as follows:

- 1) For the duration of the COVID-19 school closures, and as long as County Public Health has officially deemed the virus a threat, the District and the Federation agree that the District will maintain pay and benefits for LFT unit members. All stipends will remain in effect during the pandemic.
- 2) Employees are reminded of their duty to do assigned work. Until County Public Health has officially deemed the virus no longer a threat, LFT Unit Members will not be required to meet with parents or students in-person but may be required to do so remotely.
- 3) In the event a LFT bargaining-unit employee believes they have been exposed, they shall self-quarantine using their leave while they await the results of the test. Should they be a confirmed positive, or if they have been exposed to a confirmed case and mandated to quarantine, the District shall credit the employee their used leaves retroactively. If the employee is taken ill with COVID-19, a doctor's note will not be required to use sick leave and differential pay. Similarly, those employees with medical proof of susceptibility to the virus shall follow all mandates from County Public Health. If all leaves are exhausted, the aforementioned employees shall be placed on fully paid administrative leave or arrange with the District to work remotely.
- 4) All Certificated employees in a vulnerable demographic, including but not limited to those 65 and older, those with underlying health condition such as diabetes, lung disease, compromised immune system, or who care for such a person in their home, may use the Interactive Process to identify ways to accommodate their needs or follow all mandates from County Public Health. If all leaves are exhausted, the aforementioned employees shall be placed on fully paid administrative leave or arrange with the District to work remotely.
- 5) Unit members that exhibit symptoms that are consistent with symptoms of COVID-19 as defined by County Public Health (e.g. fever, cough, and difficulty breathing) shall be sent home by LUSD if exhibiting a fever at or above 99.6° and shall use any available paid leaves for the duration of the active symptoms. Unit members shall not return to work until asymptomatic or unless the unit member provides a medical note clearing the unit member to return to work.
- 6) When working remotely, unit members must be reachable at all times during their regular work hours, and shall abstain from alcohol, marijuana, or illegal substances. If called to report to work, unit members shall report within two hours of notification to perform assigned duties as needed. This reporting can be done remotely. Employees who are not ill will not be required to use paid sick leave or any other form of paid time off during such an eventuality. During this closure, pre-approved leave shall continue to be used as

originally planned and the unit member will not be expected to be available to work unless released by his/her doctor.

Additional changes to the MOU may be required. Upon future changes and/or recommendations from the State of California or County Public Health & Safety, the provisions herein may be reviewed and renegotiated as appropriate. Either party may initiate said review. This MOU and its terms shall expire when County Public Health has officially deemed COVID-19 no longer a threat.

This MOU shall be non-precedent setting.

Lodene Blair
President
Lompoc Federation of Teachers

John Karbula
Asst. Supt. Business Services Lompoc
Unified School District