

MEMORANDUM OF UNDERSTANDING
between the
Lompoc Unified School District
and the
California School Employees Association and its Lompoc Valley Chapter 257

September 21, 2016

This Memorandum of Understanding (hereinafter "MOU") is made and entered into by the Lompoc Unified School District (hereinafter "District") and the California School Employees Association and its Lompoc Valley Chapter 275 (hereinafter "Association"), collectively known as "the parties," regarding a negotiated mutual agreement on the issue of video and audio surveillance and/or recording involving Association bargaining unit members.

The parties agree on the following provisions regarding video and audio surveillance involving Association bargaining unit members.

1. The installation of video and/or audio equipment is intended by the District to protect students, staff, visitors, and District property.
2. The parties shall adhere to all applicable laws regarding the permissible use of audio/video surveillance and/or recording equipment involving bargaining unit members in the performance of their duties.
3. Other than on buses utilized by the District and in the District's boardroom, the District acknowledge that there is currently no equipment installed on District property that has the ability to monitor and/or record audio of Association bargaining unit members. District school buses have equipment installed that records video and audio from the time the bus ignition is turned on and for ten (10) minutes after the ignition is turned off. There is also signage on the buses stating: "For your safety, you may be recorded by a video surveillance system which may also include audio recording!" There is no equipment installed on District buses that allow real time (live) surveillance. The audio recording in the District boardroom is intended for to live stream meetings of the District's board. The District may install additional audio equipment in its discretion, but may use audio recordings only as permitted by paragraph 4.
4. The District may use video and audio recordings of Association members in the following locations, in accord with paragraph 2 above, and under the following circumstances:
 - a. Buses. Consistent with the requirements of California Penal Code section 632(a), no audio recording on a school bus shall be used in the identification and investigation of possible employee misconduct which may lead to discipline, or in employee disciplinary proceedings except when students are present on the school bus or ten (10) minutes after the ignition is turned off. The District may use audio recordings for any other non-disciplinary purpose. The District may use video recordings in the identification and investigation of possible employee misconduct which may lead to discipline, or in employee disciplinary proceedings or for any other purpose without restriction.

b. Classrooms, Athletic, and Extracurricular and Co-Curricular Facilities (the "Student Use Facilities") . If the District elects to install audio recording equipment in one or more classrooms, no audio recording in a Student Use Facility shall be used in the identification and investigation of possible employee misconduct which may lead to discipline, or in employee disciplinary proceedings except if the recording occurred when students are present in the Student Use Facility. The District may use audio recordings for any other non-disciplinary purpose. The District may use video recordings in the identification and investigation of possible employee misconduct which may lead to discipline, or in employee disciplinary proceedings or for any other purpose without restriction.

c. Offices. No audio recordings may be used in the identification and investigation of possible employee misconduct which may lead to discipline, or in employee disciplinary proceedings except if the recording occurred when students are present in District offices. The District may use audio recordings for any other non-disciplinary purpose. The District may use video recordings in the identification and investigation of possible employee misconduct which may lead to discipline, or in employee disciplinary proceedings or for any other purpose without restriction.

d. Outdoor Areas: The District may use audio and video recordings in the identification and investigation of possible employee misconduct which may lead to discipline, or in employee disciplinary proceedings or for any other purpose without restriction, except when that outdoor area communication is between bargaining unit members engaging in a confidential communication with no others present within earshot except by use of audio equipment, in which case that audio recording may not be used in the identification and/or investigation of possible employee misconduct which may lead to discipline, or in employee disciplinary proceedings.

5. Signage shall be installed at all locations, including but not limited to District vehicles, where audio and/or video surveillance and/or recording may occur. Signage shall state: "For your safety, you may be recorded by a video surveillance system which may also include audio recording!" The District will take steps to install the signage as promptly as possible, but nothing in this paragraph shall prevent the District from audio recording and videotaping and using those recordings and tapings consistent with this MOU before the signage is installed.

6. The District shall collaboratively create with the Association a "Video/Audio Acknowledgement" form which shall be given to Association bargaining unit members at the time of hire, and to all current Association bargaining unit members at the time this MOU becomes final and binding upon the parties. This Acknowledgement form shall inform Association bargaining unit members of the potential use of video and/or audio surveillance on District property, the locations and times of surveillances, the permissible use of video and/or audio surveillance/recordings, and that any usage of said equipment shall conform to all laws and the provisions of this Memorandum of Understanding. The Association bargaining unit member shall sign a copy of this Acknowledgement for the District.

7. Should any Association bargaining unit member wish to have access to any video and/or audio recording of them, the District shall allow that employee to view/listen to it without restriction.


8. Information and a demonstration of the technology used for video and/or audio surveillance and/or recording shall be provided annually at one of the District's new employee orientations. Any current Association bargaining unit members who are interested in attending that presentation may do so. Nothing in this paragraph shall prevent the District from audio recording and videotaping and using those recordings and tapings consistent with this MOU before the orientation and presentation takes place.

9. Any disputes regarding this Memorandum of Understanding shall be resolved using the grievance procedures of the Collective Bargaining Agreement.

10. This MOU shall not sunset or be modified except by mutual agreement of the parties.


11. This Tentative Agreement shall be final and binding upon the parties upon CSEA ratification via its internal Policy 610 and ratification/approval by the District Board of Education.

FOR THE DISTRICT:




Trevor McDonald Margaret Christensen, PhD
Asst. Superintendent, Lompoc Unified School District
↳ HUMAN RESOURCES Date: 9-21-16

FOR THE ASSOCIATION:



Teresa R. Moore
Chapter President, CSEA Lompoc Chapter 257 Date: 9-21-16



Matthew L. Gentile
CSEA Labor Relations Representative Date: 9-21-16