

HR88-LFT

**MEMORANDUM OF UNDERSTANDING
BETWEEN
LOMPOC FEDERATION OF TEACHERS
AND
LOMPOC UNIFIED SCHOOL DISTRICT**

RE: CORONAVIRUS RESPONSE

This memorandum is agreed between Lompoc Unified School District and the Lompoc Federation of Teachers (together "LFT") concerning the District's response to the coronavirus (COVID-19) pandemic.

The District and LFT recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with the Coronavirus. Care shall be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations shall be maintained, and provisions shall be made for District employees who are impacted by the pandemic.

LIVING AGREEMENT

For the purposes of this Memorandum of Understanding (MOU), the parties agree to meet and confer and/or meet and negotiate, upon the request of either party, as a result of issues that arise in the administration and application of this MOU.

SAFETY

A. FACE COVERINGS

The District and LFT recognize the need to comply with state and local mandates regarding face coverings for the safety of students and staff. As these mandates change, the District and LFT shall meet to discuss the impacts and effects of changing the face covering policy.

B. CLEANING

Hand sanitizer shall be provided, restocked, and accessible at all sites.

C. SANITATION AND CLEANING PROCEDURES

Unit members shall be provided information for the purpose of unit members acquiring a better understanding of the sanitization procedures that shall be followed at sites. Sanitation versus cleaning shall be clarified. In addition, site schedules for sanitation and cleaning shall be provided, The District shall also comply with all Local, State, and National Public Health Department guidelines for PPE (Personal Protective Equipment) and provide such equipment to all employees required to report to work.

D. LEAVES

In the event a Unit Member believes they have been exposed to the Coronavirus they shall self-quarantine and the District shall apply all applicable leaves, such as, but not limited to HR 6201 or FMLA. In addition, should a Unit Member fail a site health screening or self-identify as having symptoms of COVID-19, the District shall apply all applicable leaves, such as, but not limited to HR 6201 or FMLA.

All Unit Members 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 care for such a person in their home, shall follow all Executive Orders from Local, State, and National authorities and may shelter in place, and not report to work. The District shall apply all applicable leaves, such as, but not limited to HR 6201 or FMLA and may arrange with the District for an accommodation using the Interactive Process.

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.

E. **CLASS SIZE**

In an effort to ensure that physical distancing is feasible within the classroom, class size in the physical classroom shall remain small enough to allow for 6' spacing between students. Principals, or designee(s) shall provide the specific capacity of a unit member's classroom(s) upon request.

F. **PHYSICAL DISTANCING**

In order to maximize the safety of all, the importance of 6' physical distancing shall be taught to students, and shall be expected to be followed by all, whenever practicable. Furniture shall be positioned to provide for 6' physical distancing, whenever possible. In the event that this is not possible, seating shall be spaced to allow for 6' spacing between each person.

PEDAGOGY

- A. Regardless of the final schedule chosen by the District, there will be no requirement to teach live and remote cohorts simultaneously. The only exception shall be Unit Members who may be asked to take attendance and introduce lessons to remote learning students briefly at the beginning of class before they devote their full attention to in-class students.

WORKING CONDITIONS

- A. 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.
- B. Employees are reminded of their duty to ensure that the essential functions of their job are fulfilled. 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. For essential functions that may necessitate in-person contact, the options for fulfilling the job duties are outlined below:

- a. Individual assessments (i.e. special education assessments)
 - i. Every attempt shall be made to use remote assessments when practicable and legal.
 - ii. For in-person assessments, PPE (hand sanitizer for students and staff, plexi-glass type dividers when physical distancing is not possible, and face coverings) will be provided for staff. Staff will be provided training on how to use antimicrobials to allow them to safely administer cleaning products between students. Upon student arrival, screening will be completed by the office staff. Should the school office be closed or office staff unavailable, site administrators shall endeavor to assign someone other than certificated staff to complete the screening process. Rooms with staff/student interaction will be sanitized at the end of each day in accordance with CDC guidelines by LUSD custodial staff.
 - iii. Staff who are not able to perform in-person assessments shall have the option to work with their colleagues to develop a plan to share job duties with an equitably distributed workload. In developing alternate work plans, the district-wide impact of these alterations shall be taken into consideration. The plan shall require the approval of their supervisor.
 - iv. Should none of the above be practicable, then the employee will work with Human Resources for the interactive process and possible leave options.

STIPENDS

- A. 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 as services are rendered.

COMMUNICATION

- A. LFT and the District will continue to meet and consult as needed when issues related to the pandemic arise that impact Unit Members.

This Memorandum of Understanding shall be non-precedent setting and replaces the previously agreed upon Coronavirus-related MOUS, HR75-LFT and HR84-LFT. This MOU and its terms shall expire when County Public Health has officially deemed COVID-19 no longer a threat, or when mutually agreed upon by both the Federation and the District.

Agreed to this 14th day of September 2020



Skyler Petersen, President LFT
For the Federation

9/14/20

Date



Mrs. Bree Valla
Deputy Superintendent
For the District

9/14/2020

Date