

MEMORANDUM OF UNDERSTANDING

Between

The Lompoc Unified School District (LUSD)

HR104-LFT

And

The Lompoc Federation of Teachers (LFT)

The Lompoc Unified School District ("District") and the Lompoc Federation of Teacher, AFT 3151 ("Federation") agree as follows:

The District and Federation agree that there is an immediate need for the District to retain nurse(s) to meet the needs of the District students during the 2021-2022 school year.

Notwithstanding any requirement or limitation in the parties Certificated Bargaining Unit Contract ("Contract") including Article 2 of the Contract, or the Educational Employment Relations Act, the parties agree that the District may contract out for nurse(s) during the 2021-2022 school year provided that the District continues its efforts to hire a regular employee(s) in this position.

The parties also agree that the retained nurse(s) shall not be part of the certificated bargaining unit.

The Federation hereby waives the opportunity to further negotiate this decision or any resulting impacts and effects, and agrees to forego any arguable legal remedy regarding this position, subject to the following:

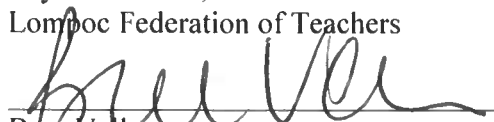
1. The contracting of individual nurse(s) will not be precedential in the future.
2. The District shall consult with the Federation as to the nurse's wages, benefits and working conditions.
3. The Federation shall be held harmless by the District against any claims by the individual nurse(s) that may arise due to this Agreement.
4. This MOU will expire June 30, 2022.

Agreed to this 23rd day of June 2021.



Skyler Petersen, President  
Lompoc Federation of Teachers

6/23/2021  
Date



Bree Valla  
Deputy Superintendent

7/22/21  
Date



William Heath  
President, Board of Education  
Lompoc Unified School District

8/6/21  
Date