

COVID TESTING MANDATE  
Memorandum of Understanding  
Between  
The Lompoc Unified School District (LUSD)  
And  
The Lompoc Federation of Teachers (LFT)

HR106-LFT

Per the California Department of Public Health ("CDPH") Order, dated August 11, 2021, entitled State Public Health Officer Order that requires:

- A. Asymptomatic unvaccinated or incompletely vaccinated workers are required to undergo diagnostic screening testing.
- B. Workers may be tested with either antigen or molecular tests to satisfy this requirement, but unvaccinated or incompletely vaccinated workers must be tested at least once weekly with either PCR testing or antigen testing.

The Lompoc Unified School District ("District") and the Lompoc Federation of Teacher, AFT 3151 ("Federation") agree to the following terms:

**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.

**I. INFORMATION/COMMUNICATION**

- a. Regular testing locations will be posted on the District website and will be update when/if locations/times change.
- b. Staff will also be emailed an updated schedule when/if location/times change.

**II. AVAILABILITY**

- a. Pending availability, testing will be provided at each site weekly.
- b. Testing can be done during the unit member's workday as long as it does not interrupt the unit member's professional duties
- c. Pending availability, testing will be open to both vaccinated and unvaccinated unit members.

**III. COST**

- a. As long as there is no cost to the District, testing will be provided at no cost to LUSD employees.

**IV. ALTERNATIVE TESTING**

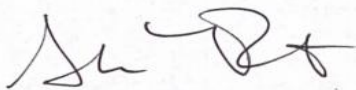
- a. Unvaccinated unit members may meet the testing requirement using an outside testing agency at their own expense.
- b. Any results from an alternate form of testing must be documented by an outside testing agency.
- c. Unit members shall provide test results to the District.

V. **CONSEQUENCES**

- a. Failure to comply with the mandate (through proof of vaccination or weekly testing) will result in:
  - i. A written warning from the District will be provided giving the unit member one week to be compliant from the time of delivery. (This will only be provided once to each unit member.)
  - ii. The unit member will be placed on a fifteen-day unpaid administrative leave until the unit member becomes compliant, which includes testing results OR proof of being fully vaccinated provided to the District.
  - iii. After fifteen days of unpaid administrative leave, the unit member may be placed on an unpaid leave of absence while the District pursues termination procedures until testing results are provided or proof of being fully vaccinated is provided to the District.

This Memorandum of Understanding shall be non-precedent setting. The term of this Memorandum of Understanding shall expire when the August 11, 2021 mandate has expired or has been superseded by a subsequent order, or at the conclusion of the 2021-2022 school year, whichever occurs first. This Memorandum of Understanding may also expire upon mutual agreement by both the Federation and the District.

Agreed to this 26<sup>th</sup> day of October 2021.



\_\_\_\_\_  
Skyler Petersen, President  
Lompoc Federation of Teachers

\_\_\_\_\_  
10/26/21

Date



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Bree Valla  
Deputy Superintendent

\_\_\_\_\_  
10/26/21

Date