Memorandum of Understanding

## Between The

## Los Angeles County Office of Education (LACOE)

And

California School Employees Association (CSEA)

## And Its

Los Angeles County Office of Education Chapter # 624

**COVID-19** Vaccine and Testing Requirements

March 22, 2022

The California School Employees Association (CSEA) and the Los Angeles County Office of Education (LACOE), hereinafter "the Parties", agree to the following provisions regarding the implementation of the COVID-19 vaccine mandate described in Superintendent's Policy 4060(a):

- CSEA unit members who are granted a LACOE-approved exemption and a LACOEapproved accommodation through LACOE's interactive process shall test twice per week for COVID-19. Unit members shall have the option to test through LACOE or may test with their chosen provider at their own cost but must submit negative COVID-19 test results twice per week.
- 2) As needed, LACOE shall provide two (2) hours of leave at the beginning or end of a shift to receive a dose of any COVID-19 vaccine. Unit members shall notify their direct supervisor at least 48 hours in advance before taking this leave.
- 3) A unit member who receives the first dose of a COVID-19 vaccination shall be allowed to report to work in-person, and shall test twice weekly until fully vaccinated.
- 4) LACOE is responsible for the privacy of all members religious and medical exemption information and will treat such information with utmost privacy and respect for CSEA members sensitive information.
- 5) LACOE will provide notice to all members at the school site when and where there is an exposure. This is to ensure all members are able to make informed decisions about their health and wellbeing including the health and wellbeing of coworkers and family members. As allowable by law, LACOE will provide CSEA information if any probation staff, student, or employee has tested positive for COVID-19 without violating the privacy rights under HIPAA and CMIA.

- 6) LACOE in conjunction with the local health department requirements shall initiate contact tracing. All persons who may have come into close contact with the positive individual shall be notified within one business day of receiving notification that probation staff, employee or student has been infected with COVID-19. LACOE shall notify the CSEA president and Labor Relations Representative of the worksite locations(s) of the infected individual.
- 7) Employees shall immediately report to their supervisor any problems with established COVID-19 protocols. In the event of a deficiency in the COVID-19 protocol is confirmed and is not immediately corrected, the employee shall be assigned an alternate work location until the concern can be addressed.
- 8) LACOE will comply with SB 114 CSEA members shall be afforded up to ten (10) cumulative days of SPSL for the period beginning January 1, 2022 and continuing through September 30, 2022.
- 9) Bargaining unit members who have utilized personal leave or have taken unpaid time off due to COVID will have that time reimbursed to January 1, 2022 adhering to the same criteria as SB 114 leave.
- 10) If at any time LACOE or CSEA find it prudent to meet and confer regarding proposed modifications to this MOU due to the ever-changing rules and regulations with state and local health agencies either side may do so.
- 11) This MOU shall take effect on January 1, 2022 and shall continue until further notice.

LOS ANGELES COUNTY OFFICE OF EDUCA	ATION
DATED: May 1, 2022 By:	Jason Jast May 1, 722 08:34 PDT)
	Jason Hasty
	Executive Director
CALIFORNIA SCHOOL EMPLOYEES ASSO	CIATION, CHAPTER 624
DATED: May 2, 2022 By:	<u>Αργίζ <i>Vidrio</i></u> April Vidrio (May 2, 2022 10:30 PDT)
	April Vidrio
	Labor Relations Representative

DATED: May 9, 2022

Maranita Porter

By: Maranita Porter Maranita Porter (May 9, 2022 08:57 PDT)

**CSEA** President