

Memorandum of Understanding

Between

Los Angeles County Office of Education (LACOE)

And the

California Schools Employees Association and its LACOE Paraeducators 624 (CSEA)

September 2, 2020

This Memorandum of Understanding (“MOU”) is entered into by and between the **LOS ANGELES COUNTY OFFICE OF EDUCATION** (“Office”) and the **California Schools Employees Association and its LACOE Paraeducators 624 (“CSEA”)**. The Office and CSEA are hereinafter collectively referred to as “the Parties.” The Parties have entered into this MOU to memorialize the agreements reached regarding the response to the coronavirus (COVID-19) pandemic and the provision of educational services during the 2020-2021 school year. Upon full execution, this MOU shall remain in effect until such time that state and local public health departments deem it safe to return to school operations without mitigation protocols to reduce impacts of COVID-19, but in no event later than June 30, 2021.

The purpose of this MOU is to ensure the maintenance of reasonably safe facilities and operations, for the benefit of the students and communities served by the Office and its teachers and staff. The Parties recognize the importance of prudent measures to reasonably limit employees, students, their families, or other people using facilities from being exposed to or infected with COVID-19. Reasonable care should be exercised to identify potential exposure and limit the spread of the disease.

Therefore, the Parties agree as follows:

1. LACOE shall adhere to the guidance issued by the Los Angeles County Department of Public Health (LACDPH), the California Department of Education (CDE), and the California Department of Public Health (CDPH). The parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to those guidelines.
Notably, LACOE will ensure the following safety precautions:
 - a. All staff will be required to practice frequent handwashing
 - b. All staff will be required to wear face coverings
 - c. All staff will have the option to wear a face shield with a face covering
 - d. All staff must practice social distancing
2. LACOE understands the desire of CSEA to have information if any student or employee has tested positive for COVID-19. LACOE will follow the direction of the Los Angeles County Department of Public Health regarding any information sharing and giving notice to CSEA as soon as it’s practical without violating privacy rights. LACOE has developed informal

contact tracing protocols that will be followed in confirmed or suspected COVID-19 cases. Notably, those protocols include:

- a. If an employee tests positive, LACOE shall speak with employee and investigate who the employee may have been in contact with.
 - b. Any employee who is believed to have been in close contact (within 6 feet for more than 15 minutes) with a COVID-19 positive employee will be notified immediately and quarantined until they have been cleared to return to work.
 - c. If an employee believes they have been in close contact with an infected individual, they may request to self-quarantine and request contact tracing.
 - d. Unit member(s) will remain in paid status during the contact tracing period.
3. All LACOE employees shall follow the LACDPH's guidance. If these requirements are not met, unit members shall bring concerns to an administrator who will have a chance to remedy the situation within two (2) working days. Unit members can immediately remove themselves from a situation in which they feel unsafe. If the situation is unable to be remedied, the unit member will be given alternative work duties within their job description as directed until conditions are made safe for the completion of the original assignment, provided modification sufficiently addresses safety concerns. This method of resolving safety concerns shall not displace the right to file OSHA or other administrative complaints or to file a grievance for violation of this agreement. Unit members shall not be retaliated against for refusing to perform work reasonably considered to be unsafe.
4. LACOE shall post adequate notice at all points of entry to LACOE facilities reminding all entrants of their responsibility to adhere to social distance guidelines and to wear proper PPE.
5. Unit members belonging to populations deemed by the CDC to be at higher-risk for severe illness due to COVID-19 may be allowed to work from home while under self-quarantine upon the presentation of their medical provider's recommendation of the same. These higher-risk unit members shall help facilitate distance learning for their regularly contracted workday, while they are in self-quarantine and remain in paid status so long that they can perform essential job duties remotely.
6. Any unit member who works at a facility where someone tests positive for COVID-19, and that unit member was not in close contact with the suspected or confirmed COVID-19 case, may elect to go to their healthcare provider in the last hour of their assigned shift. At which point LACOE has the capacity to provide in-house COVID tests, LACOE shall provide them at no-cost to all unit members.
7. LACOE will comply with HR 6201 to provide emergency paid sick leave to an employee who is qualified and is unable to work (or telework).
8. LACOE agrees to develop a plan that ensures physical distancing among staff and students in their worksite to reduce the spread of the virus, which includes:

- a. Avoiding the direction of staff congregation in work environments, break rooms, staff rooms, and bathrooms. In order to maintain appropriate physical distance in staff break area, the District shall consider staggered break times, limited occupancy, and establishment of additional break areas.
 - b. Avoiding the direction of grouping staff together for training or staff development. Virtual training and distancing measures shall be considered.
 - c. In accordance with Cal/OSHA regulations and guidance, LACOE shall evaluate all workspaces to ensure that employees can maintain physical distancing to the extent possible.
 - d. Where possible, LACOE shall rearrange workspaces to incorporate a minimum of six feet between employees and students.
 - e. If physical distancing between workspaces or between employees and students/visitors is not possible, the District agrees to install physical barriers to separate workspaces.
9. The parties recognize that there are specific requirements, as determined by the Office, for remote working arrangements. If those requirements cannot be met, unit members must report to their regularly assigned work location. Requirements include but are not limited to:
 - a. One on one and/or small group work with students via Teams
 - b. Available to support administrators and students for regular school hours
 - c. Support certificated and administrative staff in instructional support duties as assigned
 - d. Participate in meetings, PLCs, and professional development
 - e. Regular communication with parents, teachers, administrators and counselors
 - f. Foster a safe and collaborative virtual environment
10. When unit members report to their job locations their job duties, at a minimum, consist of the following:
 - a. Setup and take down computers for student use. Once computer set-up is completed, unit member(s) are permitted to move to a separate room to support distance learning.
 - b. Support the distance learning program in a virtual manner
 - c. Unit member(s) may provide in person student support, supervise and monitor student engagement, learning, and behavior while following LACDPH guidance.
11. The educational programs directors and principals will regularly evaluate the staffing demands of the instructional program and make adjustments as necessary to minimize the time that unit members are directed to be on campus without adversely affecting the instructional program, if possible.
12. LACOE may provide remote work assignments for unit members who have childcare related needs due to school or daycare closures. Without having an adverse impact on the instructional model, as determined by the educational programs director, with input from the PAU principal, remote work may be approved prior to taking FFCRA leave.

13. In the event a LACOE facility must be closed, or any LACOE operations are curtailed due to the COVID-19 pandemic, CSEA unit members may be assigned to other Officewide duties and in that event, and shall not suffer any loss of pay or benefits relative to their regular schedules for the period of the closure of curtailment provided that unit members carry out their assigned duties.
14. The Parties recognize that the COVID-19 epidemic is evolving and so are the governmental responses. The Parties will bargain, the effects, if any, of further governmental directives regarding the COVID-19 pandemic in the event that such directives alter the terms and conditions of the unit members' employment.
15. Grievance procedure: Disagreements arising from the enforcement of this agreement shall be referred to the grievance procedure outlined in the parties' collective bargaining agreement.
16. The parties agree to renegotiate this MOU if the operational needs of the distance learning program are not being met.
17. This MOU is a temporary agreement to address the extraordinary circumstances created by the novel coronavirus (COVID-19) pandemic. It does not create any precedents nor establish the status quo for future bargaining purposes. This MOU shall remain in effect until either the end of the day on June 30, 2021, or the lifting of the statewide State of Emergency declared on March 4, 2020 in response to the coronavirus outbreak, whichever comes first.

CALIFORNIA SERVICE EMPLOYEES ASSOCIATION, Chapter 624

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LOS ANGELES COUNTY OFFICE OF EDUCATION

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