

MEMORANDUM OF UNDERSTANDING

**By and Between
LOS ANGELES COUNTY OFFICE OF EDUCATION
And
LOS ANGELES COUNTY EDUCATION ASSOCIATION**

August 28, 2021

2021-2022 School Year – COVID Mitigation

This Memorandum of Understanding (“MOU”) is entered into by and between the LOS ANGELES COUNTY OFFICE OF EDUCATION (hereinafter, “LACOE” or the "Office") and the LOS ANGELES COUNTY EDUCATION ASSOCIATION, (hereinafter, the "Association"). The Office and Association are hereinafter collectively referred to as “the Parties.” The Parties have entered into this MOU to memorialize the agreements reached regarding operating schools in the 2021-2022 school year in response to the COVID pandemic.

The parties believe that physical distancing, face coverings, increased ventilation and respiratory protection decrease the spread of COVID-19, and are most effective when used in combination.

Therefore, the Parties agree as follows:

1. LACOE and LACEA shall review the entire contents of the LACOE Airflow Survey dated May 20, 2021 completed by Equal Air Balance Company with representatives from Equal Air Balance Company, also known as Johnson Controls, within two weeks after reaching agreement in this MOU. If a representative is not available from Equal Air Balance Company, a meeting between the Parties shall take place within two weeks of reaching agreement and an additional meeting between the Parties and a representative from Equal Air Balance Company shall be held as soon as possible thereafter. The purpose of the survey review shall be to confirm that the ventilation systems at LACOE work sites currently satisfy the requirements specified below. In the event that any ventilation systems fail to meet the requirements below, then the remedies as described below shall be implemented.

The parties acknowledge that the Office has taken steps to promote optimal ventilation on school sites as described in the K-12 Reopening Protocols.

Occupied areas shall be equipped with a properly functioning, centralized HVAC system with air filtration with a minimum efficiency reporting value (MERV) of 13 or better; if this is not feasible, then any of the following options will suffice:

- i. Equipped with a properly functioning centralized HVAC system with air filtration with a minimum efficiency reporting value (MERV) of 8, AND portable air filtration units with a CADR of 250 or greater per 1000 square feet of floor area;
or

- ii. Equipped with bipolar ionization air purifiers in properly functioning centralized HVAC systems; or
- iii. When a centralized HVAC system is not properly functioning, or not present, LACOE will provide portable air filtration units with a CADR of 250 or greater per 1000 square feet of floor area in order to optimize ventilation. LACOE shall facilitate, in collaboration with agency partners and lessors when necessary, the process to repair or install an HVAC system.

LACOE shall provide evidence of work performed upon request by LACEA or site SDMC chair.

LACOE will continue to engage with unit members and LACEA leadership to promote optimal ventilation in all workspaces.

When the above-mentioned options are not available, every attempt will be made to move the staff and students to an unused space that meets these requirements. If moving to a space that meets these requirements is not possible, the available optimal ventilation measures described in the LACDPH Protocols for Reopening K-12 Schools will be utilized to the greatest extent possible. Despite all best efforts to ventilate an occupied space, if a reasonable concern as determined by the affected unit member and responsible administrator still exists, a safe location that allows the member to fulfill their job duties shall be utilized until trained HVAC personnel can evaluate and remedy the concern.

- 2. LACOE shall implement mask-wearing protocols in school and work settings as required or recommended by LACDPH. The mask-wearing mandate shall not apply to anyone with a documented medical condition, or a 504 plan that specifies as such, that prevents mask wearing.
 - a. Site administrator(s) will be responsible for addressing any violation of the mask-wearing mandate. If an adult non-LACOE staff member is not correctly wearing their mask, the site administrator shall report the violation to the responsible agency partners including CBOs.
 - b. In the event that a student, who is not exempt from the mask-wearing mandate, is not properly wearing their mask, the student will be asked to wear their mask correctly. If the student continues to not wear their mask correctly, the student will be restructured. If the student continues to not wear their mask correctly, an administrator will work with the student to return the student to class upon correctly wearing their mask, or the student will be provided alternative educational opportunities in a setting that does not pose a risk to other people
- 3. LACOE shall implement measures, in addition to mask wearing, that allow for LACDPH recommended physical distancing within classrooms and staff common areas when possible without interfering with essential operations. When feasible and in-person

instruction is not impacted, these include minimum physical distancing of at least six (6) feet between educator and student workspaces, at least three (3) feet between student workspaces, and at least six (6) feet between employee workspaces. When the minimum physical distancing is not feasible, LACOE shall implement additional mitigation strategies such as but not limited to, provide face shields and the use of physical barriers on staff and student desks as requested by students or staff.

The additional mitigation strategies described within this paragraph are also available to students or staff upon their request regardless of the feasibility of physical distancing within classrooms and staff common areas.

4. The Parties agree that all requests for accommodations shall be considered on a case-by-case basis under the law; there are some aspects of some assignments that may permit remote work as a reasonable accommodation.
5. LACOE shall provide access to COVID-19 testing for students and unit members at all sites or via mail in accordance with Cal/OSHA ETS except that testing will also be provided to fully vaccinated unit members who have been exposed and are asymptomatic.
6. LACOE site administrators shall consult with site Shared Decision Making Councils to develop or review school schedules that shall not exceed 300 daily instructional minutes of in-person instruction for unit members. Juvenile Court School and Renaissance PAU Shared Decision Making Councils shall provide input in developing schedules that may include individualized instructional programs for student enrichment that may include but is not limited to credit recovery, math and reading intervention, elective courses, and career technical education (CTE).
7. Unit members shall have the option to virtually attend all staff meetings occurring during workdays from their work location.
8. The parties acknowledge that there may be some trainings, professional development, and/or activities that require in-person activities due to activities that cannot be performed remotely. For all in-person trainings, professional development, and/or activities, the school-site administrator will communicate such trainings, professional development, and/or activities to unit members at least 48 hours in advance. If there are no trainings, professional development, and/or activities that require in-person attendance on pupil-free days and non-workdays, unit members may participate from an appropriate work location of their choice with the camera on to the greatest extent possible, utilizing a laptop or desktop. All in-person staff meetings shall be held in compliance with all applicable LACDPH and Cal/OSHA guidance, including, but not limited to, physical distancing, mask wearing, and maximum room occupancy.

Only for the County Community Schools, Independent Study Programs, Juvenile Court Schools' September 2, 2021 pupil free day, unit members will have the option to

participate virtually, with camera on to the greatest extent possible, from an appropriate location of the unit member's choice, utilizing a laptop or desktop.

9. LACOE will follow the provisions of SB 95 granting supplemental paid sick leave to employees for qualifying reasons until its expiration on September 30, 2021 or as otherwise legislated.

In the event a LACOE facility must be closed, or if a unit member must isolate or quarantine due to a LACOE-confirmed workplace exposure, unit members may be assigned work-related duties and in that event, shall not suffer any loss of pay or benefits relative to their regular schedules for the period of the closure, isolation or quarantine, provided that unit members carry out their assigned duties.

10. Cleaning and Disinfecting

- a. All unit members will have continuous access to secured, cleaning and sanitizing supplies.
- b. All restrooms and sinks will be continuously stocked with hand soap.
- c. LACOE shall ensure that all sites are professionally cleaned daily, including the disinfecting of all high contact surface areas.

11. Instruction during student quarantine

When JCS units are on quarantine, unit members will provide virtual instruction following the same schedule as in-person to the greatest extent possible from an appropriate work location as determined by the site administrator after consultation with the unit member. Such consultation shall involve a meeting between the site administrator and the unit member if requested by the unit member. For Independent Study Programs, County Community Schools and Specialized High Schools, teachers will provide classroom lessons and materials, and if required per CDE guidance and/or statute, distance learning, to absent students due to quarantine or isolation. No member will be required to be in physical contact with any student during that student's period of quarantine.

12. This MOU shall remain in effect until such time that state and local public health departments deem it safe to operate schools without mitigation protocols to reduce impacts of COVID-19, but in no event later than March 31, 2022. The Parties shall meet no later than December 31, 2021 to reopen negotiations to this MOU. The parties agree that if any provision of this MOU violates any local, state, or federal mandate, order, law, or regulation, LACOE may make necessary changes to comply with that mandate, order, law, or regulation after providing reasonable notice to LACEA that the change is necessary and the LACEA president acknowledges the change; and the remainder of this MOU shall remain in force for the duration identified in this section.

13. The parties understand the COVID-19 pandemic situation is very fluid and mutually agree to review the provisions of this MOU and make any necessary changes consistent

with local, state, and federal mandates or if either LACOE or LACEA states in writing a need to address COVID-related issues affecting terms and conditions of employment.

14. This is a non-precedent setting agreement. Any contract language not in conflict with this MOU remains in effect.

LOS ANGELES COUNTY OFFICE OF EDUCATION

DATED: Aug 31, 2021

By:


Jason Hasty (Aug 31, 2021 16:05 PDT)

Jason Hasty

(Print Name)

LOS ANGELES COUNTY EDUCATION ASSOCIATION

DATED: Aug 31, 2021

By:


Troy Doyle (Aug 31, 2021 16:21 PDT)

Troy Doyle

(Print Name)









LACEA 21-22 COVID Mitigation MOU

Final Audit Report

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