

MEMORANDUM OF UNDERSTANDING
By and Between
LOS ANGELES COUNTY OFFICE OF EDUCATION
And
LOS ANGELES COUNTY EDUCATION ASSOCIATION

2020-2021 School Year COVID-19 MOU

September 2, 2020

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 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.

The Association enters into this MOU on its own behalf as well as on behalf of certificated employees who are members of the bargaining unit represented by the Association in its role as the Exclusive Representative.

Therefore, the Parties agree as follows:

1. The parties agree to collaborate to the greatest extent possible to develop an instructional model that maximizes student learning while ensuring unit member safety throughout the COVID-19 pandemic.
 - a. School sites will provide the daily instructional minutes as required by state law for the 2020-2021 school year.
 - b. With the exception of Independent Study programs, students will receive at least 240 minutes of live interaction with an appropriately credentialed unit member including regularly scheduled short breaks, per school day. On a weekly basis, no

unit member will be required to provide more than a daily average of 240 minutes of live interaction to students.

- c. Juvenile Court Schools students will be provided with approximately 60 total minutes, on average, of asynchronous (independent) learning opportunities that compliment synchronous instruction per school day. When unit members assign asynchronous learning activities, the unit member will have the autonomy to make a reasonable determination of the amount of time that the activity should take a student to complete. Additionally, the parties agree that asynchronous activities will not have a significant impact on the unit members' work load.
2. The site administration shall work collaboratively with site bargaining unit members to develop plans for the PAU's 2020-2021 instructional model.
 - a. The Shared Decision Making Committees (SDMC) will serve as the primary committee responsible for facilitating the collaboration.
 - b. Collaboration is an ongoing, information-based process that engages the educational community stakeholders in identifying issues and solutions.
 - c. The site SDMC shall have the authority to make recommendations to the County Superintendent or a designee on matters including, but not limited to: bell schedule, supplemental educational programs, instructional activities.
 - d. PAU instructional models shall comply with legal requirements and the provisions within this MOU. Instructional models will be described in the LACOE Learning Continuity and Attendance Plan and are subject to County Superintendent or a designee and the County Board of Education approval.
 - e. PAU instructional models shall incorporate feedback from all site stakeholders, including parents, students and community partners. Such feedback includes, but is not limited to, surveys, virtual staff meetings, focus groups, email communications, town halls, and telephonic conversations.
 - f. PAU instructional models recommended by SDMCs shall be reviewed by the Central SDMC for appropriate processes, components and comparability to similar sites.
 - g. The parties agree that a more robust digital learning management system (LMS) may benefit the instructional program. The parties will form an exploratory committee, including members of technology services, to identify LMS options, pros, cons and considerations moving forward.

- b. A limited number of unit members may be directed to report to their worksite(s) to provide essential services within the unit members' job descriptions that cannot be provided remotely, and the Office will take necessary steps to protect such unit members' safety and well-being.
 - c. All unit members shall be provided the ability to perform all other required regular job assignments from a remote location or the worksite.
 - d. The Office will allow unit members to voluntarily attend to educational needs onsite without demands upon time, comparisons to other members, or added tasks provided that the unit members can carry out their essential job duties required.
7. Bargaining unit members will be required to return to on-site instructional delivery only after the following conditions have been met: 1) Los Angeles County Department of Public Health and the California Department of Public Health deem it safe to do so; and 2) At least thirty-three percent (33%) of school districts in Los Angeles County have returned to on-site, in-person instruction. Once those conditions have been met, the Office will give unit members a minimum of two weeks advance notice before requiring unit members to physically report to worksites.
- a. The parties agree to meet to discuss a plan for the return of unit members once LACDPH has given clearance and issued guidance for the physical reopening of schools and prior to notification to unit members to return to their work locations.
 - b. The Office will be responsible for compliance with all of the applicable protocols included in the most current version of the Los Angeles County Department of Public Health (LACDPH) *Reopening Protocols for K-12 Schools*. All safety requirements of this paragraph must be established prior to any unit members being allowed to report to sites voluntarily or otherwise. In addition to the protocols determined by LACDPH, the following safety measures will be put in place.
 - c. Unit members will be provided with a designated workplace at their site that follows COVID-19 safety measures. While on site, unit members are permitted to meet with students and/or other staff only if they are able to maintain social distance and wear a face covering. Site administration will be responsible for assigning staff to cohorts and developing the rotation of cohorts in order to facilitate social distancing.
 - d. Partitions will be provided for teacher and student desks once received by the Office. Partitions will be fastened to desks, to the best of the Office's ability, upon unit member request.
 - e. The parties agree to explore additional safety measures to be included on this list to protect employee health at the worksites.

- f. Unit members who fall into a vulnerable population, with medical documentation stating the same, may request workplace modifications, including remote work arrangements, by contacting Labor Relations to discuss options for modification.
8. All unit members working remotely are entitled to the leaves and protections under HR 6201, commonly known as the Families First Coronavirus Response Act (FFCRA).
 - a. If a unit member files a workers' compensation claim based on contracting COVID-19, and exhausts regular accrued illness time while the claim is being assessed, at the unit member's request, the Office will keep the unit member's pay whole until the claim is decided upon, until the unit member is released to return to work pursuant to a medical release and in compliance with the LACDPH order, or for a maximum of 60 days, whichever is shortest. The employee must agree in writing to reimburse the Office for the amount the Office paid to maintain the unit member in fully paid status if the final resolution of the workers' compensation claim results in its denial. Salary received during this leave, when combined with any amount of salary or wages awarded for temporary disability indemnity (workers compensation or any other Office benefit) shall not exceed the unit member's regular salary.
 9. 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 a need to address other issues affecting terms and conditions of employment arises.
 10. This is a non-precedent setting agreement. Any contract language not in conflict with this MOU remains in effect.

For LACEA



Troy Doyle
LACEA President

9/15/20

Date

For LACOE



Nick Stephany, Ed.D.
Chief Academic Administration Officer

9/15/20

Date