

Hacienda La Puente Unified School District
And Service Employees International Union Local 99

MEMORANDUM OF UNDERSTANDING
REGARDING COVID-19
August 17, 2020

The Hacienda La Puente Unified School District ("District") and the Service Employees International Union Local 99 (SEIU 99) enter this Memorandum of Understanding ("MOU") during the COVID-19 pandemic regarding the impacts of reopening schools with Distance Learning from August 5, 2020 through December 18, 2020, understanding that some employees will be working through December 31, 2020.

As of the date of this MOU, the parties recognize that the COVID-19 pandemic necessitates significant modifications to the operation of schools to minimize the health risks associated with COVID-19 infection for all students, staff, and their families while also providing equitable access to education for students. Both parties also recognize that no one type of learning is optimum for all students and staff, therefore balancing the needs of all members of the HLPUSD community remains a top priority.

The parties agree to the following:

The District shall adhere to the COVID protocols issued by the Los Angeles County Department of Public Health as the ruling authority and guidance from Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), California Department of Education ("CDE"), the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA). The parties agree to meet as soon as possible to discuss the impact and effects of any revisions or updates to those guidelines.

SCHEDULING & DUTIES

The District shall make every effort to avoid changes to unit members' hours and location but in order to provide meals, security, cleaning, etc. some schedules have to change. Employees may object to schedule changes when it effects other employment or other pre-existing obligations. The District reserves the right to ask for verification of why the change creates an issue. The District and SEIU 99 agree that once the Board of Education's Emergency Order is lifted, employees will return to the schedules they had before the pandemic necessitated the change.

The District will provide employees an opportunity to apply for remote work. Employees will indicate on the form provided how they would be able to complete their work from home. Supervisors and Administrators must give approval for the employee's remote work plan.

EVALUATION

~~Due to the changes to the beginning of this school year brought about by the COVID-19 pandemic, formal evaluations will not be done this year. Administrators/Supervisors will provide comments and feedback but no rating.~~

PROFESSIONAL DEVELOPMENT

Unit members will be provided opportunities for appropriate professional development relevant to the work they perform. The District will work with SEIU 99 to determine what professional

development and training is needed. Professional Development/Training will be done virtually whenever possible but may include some in person training practicing safety protocols and social distancing.

CHILD DEVELOPMENT

The District shall adhere to the COVID protocols issued by the Los Angeles County Department of Public Health as the ruling authority and guidance from Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), California Department of Education ("CDE"), the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA). The parties agree to meet as soon as possible to discuss the impact and effects of any revisions or updates to those guidelines. The District reserves the right to keep AMAR Children's Center open with in person instruction.

Unit members will be provided opportunities for appropriate professional development on the use of the learning management system and teleconference platform before the beginning of the 2020-2021 school year, throughout implementation of distance learning, and the remainder of the school year.

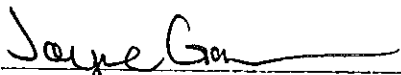
CONSULTATION

Beginning in August and for the duration of this agreement, the District and SEIU 99 will meet as often as appropriate but no less than twice per month to work on challenges/concerns that arise, and continue to create opportunities to support employees. Meetings can be virtually or telephonically.

SEIU 99 and the District reserve the right to meet and discuss additional impacts of the COVID-19 due to the reopening of schools in the 2020-21 school year that were unknown at the time of this agreement. The District maintains and will continue to implement its Management Right under Article IV of the Collective Bargaining Agreement. This agreement will not change or alter any statutory authority already vested in the Board of Education.

This MOU shall expire in full without precedent on December 31, 2020, unless extended by mutual written agreement.


The parties agree that this agreement shall not, and cannot, be evidence of any practice or procedure of the District. This specific Memorandum shall be non-precedential, non-prejudicial, and is inadmissible and irrelevant in any forum as to evidence of practice or procedure of the District.



Joyce Garcia
Chief Steward, SEIU 99

8/17/20

Date



Jill Rojas
Assistant Superintendent Human Resources

8-17-20

Date

SAFETY PROTOCOLS

PRACTICE SOCIAL DISTANCING: Maintain at least 6 feet of space between yourself and others.

WEAR A MASK.

KEEP IT CLEAN: Wipe down frequently used areas with disinfectant wipes or cleaning solution.

ENTERING HIGH TRAFFIC AREAS: One person should enter hall/area/room at a time when 6 feet cannot be maintained.

ENTERING RESTROOMS AND BREAK ROOMS: Employees should not enter restrooms or break rooms if 6 feet of distancing cannot be observed.

WASH YOUR HANDS FREQUENTLY.

A SUPPLY OF PERSONAL PROTECTIVE EQUIPMENT (PPE) WILL BE AVAILABLE IN EACH WORKPLACE, SCHOOL SITE, OFFICE, ETC.

PPE includes: Face masks, gloves, hand sanitizer, disinfectant wipes

IF YOU ARE ILL, STAY HOME.

IF YOU HAVE BEEN EXPOSED TO ANYONE WHO HAS CONTRACTED COVID-19 OR A CLOSE FAMILY MEMBER HAS BEEN EXPOSED, YOU MUST SELF-QUARANTINE FOR 14 DAYS OR UNTIL YOU FIND OUT THE PERSON YOU WERE EXPOSED TO IS NOT INFECTED.

IF YOU HAVE BEEN TESTED FOR COVID-19 BECAUSE YOU WERE EXPERIENCING SYMPTOMS OR WERE EXPOSED, YOU MUST SELF-QUARANTINE FOR 14 DAYS OR UNTIL YOUR RESULT COMES BACK NEGATIVE AND YOUR DOCTOR RETURNS YOU TO WORK.

**PLEASE KEEP US INFORMED REGARDING ANY EXPOSURE, POTENTIAL EXPOSURE, OR TEST RESULT.
THESE PROTOCOLS ARE TO PROTECT EVERYONE.**