

MEMORANDUM OF UNDERSTANDING BETWEEN THE HEMET UNIFIED SCHOOL DISTRICT

AND

THE HEMET TEACHERS ASSOCIATION

Regarding 2021-2022 School Year COVID Precautions

The Hemet Unified School District ("District") and Hemet Teachers Association ("Association") enter this Memorandum of Understanding ("MOU").

The District and the Association agree to the following safety precautions related to the opening of school for the 2021-2022 school year:

1. **Masks/Face Coverings:** The District shall follow applicable guidance from CAL-OSHA, the California Department of Public Health ("CDPH"), and or Riverside County Public Health with regard to the wearing of masks by students, staff, and visitors. Currently, those regulations require the following:
  - a. Students will wear a mask at all times while indoors on campus, regardless of vaccination status. Students who refuse to wear a mask will be subject to an alternative placement, though intermediate steps to elicit compliance may be attempted at the discretion of site administration (see Exhibit A for student masking enforcement protocols).
  - b. Essential school visitors to campus (those attending for official school business such as IEP services/meeting, parent/teacher conferences, PTA, District-approved volunteers, etc.), during the school day, will wear a mask at all times while indoors on campus and self-attest as to vaccination status. These essential visitors must also agree to abide by HUSD COVID reporting requirements. Exceptions will be made for those visitors with a qualifying medical condition, though they must wear a non-restrictive effective alternative.
    - i. IEP Meetings may continue to be virtual but may be held in-person if requested by the parent.
  - c. Non-essential school visitors shall be restricted from classrooms at this time.
    - i. Back to School Nights and Parent Teacher Conferences/Weeks: Back to School Nights and Parent Conferences shall be virtual; however, parents may request a face to face meeting/interaction as needed. Bargaining Unit Members shall work from their respective sites during these events (live).
    - ii. Open House: The Parties shall meet no later than February 28, 2022 to discuss this topic.
  - d. Under current CDPH regulations, Bargaining Unit Members shall wear a mask (face covering) in a TK-12 setting regardless as to whether students are present or not. If however, a Bargaining Unit Member is alone in an office/classroom (where no other person is present), face coverings may be removed and kept in close proximity where it can be immediately applied upon entry of another individual into the space.

- i. In limited situations where a face covering cannot be used for pedagogical or developmental reasons, (e.g., communicating with or assisting young children or those with special needs) a face shield with a drape (per CDPH guidelines) can be used instead of a face covering while in the classroom as long as the wearer maintains physical distance from other. Staff must return to wearing a face covering as soon as practicable.

Exceptions will be made for those with a qualifying medical condition, though they must wear a non-restrictive effective alternative.

In the event that the guidance concerning the wearing of masks changes, the District may adjust its practice with regard to mask wearing, provided the changes are consistent with the new guidance.

2. **Physical Distancing:** The District shall follow applicable guidance from CAL-OSHA, CDPH, and or Riverside County Public Health with regard to physical distancing. As of the date of the signing of this MOU, physical distancing is not required in a school setting as long as masks are being worn.

With regard to large capacity classrooms/group activities (e.g. Athletics, band, drama, other extracurricular activities or after school programs), the District will follow applicable guidance as it becomes available.

In the event that the current guidance concerning physical distancing changes, the District may adjust its practice in accordance with the guidance.

3. **Ventilation:** As discussed in multiple guidance documents from the CDPH and the CDC, the District will emphasize the importance of indoor air exchange and filtration. Where and when possible, HVAC economizers will be programmed or set to provide the greatest amount of fresh, outside air allowable for maximum air exchanges per hour. Integral HVAC filters will be reviewed and changed out to provide the highest filtration rating possible as permitted by the HVAC unit design capacity. The District is currently in the construction planning process to replace older HVAC units throughout the District which will provide higher efficiencies and improved filtration.

In the event that the guidance concerning ventilation changes, the District may adjust its practice provided the changes are consistent with the new guidance.

4. **Screening:** The District shall follow applicable guidance from CAL-OSHA, CDPH, and or Riverside County Public Health with regard to screening. Currently, screening is not required in a school setting as long as masks are being worn.

In the event that the guidance concerning screening changes, the District may adjust its practice in accordance with the guidance.

5. **Reporting:** COVID 19-cases will be reported in accordance with applicable guidance from CAL-OSHA, CDPH, Riverside County Public Health, or any other administrative body with jurisdiction over the District.

6. **Quarantine:** The District shall follow applicable guidance from CAL-OSHA, CDPH, and or Riverside County Public Health with regard to quarantine. As of the date of the signing of this MOU, the current practice is as follows (and subject to change):
  - a. Vaccinated/Unvaccinated close contacts: The District will follow the CDPH Guidance regarding quarantine. At present, individuals that have been exposed to a positive case, as long as they are asymptomatic, shall not be required to quarantine but must continue to wear a mask and shall undergo twice-weekly testing.
  - b. If there is a need to close a class/school/District due to COVID quarantine exposure, there will be no changes to the bell schedule and students will learn virtually with their regularly assigned classroom teacher during the quarantine period. To facilitate this type of change, Bargaining Unit Members shall utilize Google Classroom for the 2021/2022 school year (Note: Given their unique circumstances, the Academy of Innovation shall be permitted to utilize the online platform that correlates best with their programs). The District will reopen the classroom/school/District as soon as it is permitted to do so.

In the event that the guidance concerning quarantine changes, the District may adjust its practice in accordance with the guidance.

7. **Isolation Room(s):** For both vaccinated and unvaccinated persons, HUSD shall follow the CDPH/Riverside County Public Health Isolation Guidance for students diagnosed or exhibiting symptoms of COVID-19.

In the event that the guidance concerning quarantine changes, the District may adjust its practice in accordance with the guidance.

8. **Employee Testing:** The District shall provide COVID-19 testing to the extent required by California law/guidance.
9. **Cleaning:** The District shall follow applicable guidance from CDC, CAL-OSHA, CDPH, and/or Riverside County Public Health with regard to cleaning. If a facility has had a sick person with COVID-19 within the last 24 hours, the District shall clean and disinfect the spaces occupied by that person during that time.

In the event that the guidance concerning cleaning changes, the District may adjust its practice in accordance with the guidance.

10. **Food Service:** The District shall follow applicable guidance from CAL-OSHA, CDPH, and or Riverside County Public Health with regard to food preparation and food service.
11. **Vaccinations:** The District shall follow applicable guidance from the CDC, CAL-OSHA, CDPH, and or Riverside County Public Health with regard to the requirement of vaccinations. Currently, Students and staff are not required to receive COVID-19 vaccinations, but the District strongly encourages all students and staff to get vaccinated. However, the District may request submission of documentation (virtually or in paper form) regarding employee vaccination status (self-attestation), provided privacy protocols are in place.

In the event that the guidance concerning vaccinations changes, the District may adjust its practice in accordance with the guidance.

- 12. **Employee Leaves:** Employee leaves will be provided in accordance with law.
- 13. **Academy of Innovation Online (Independent Study):** The Academy of Innovation Online Independent Study option offered in HUSD shall follow AB/SB 130 mandates.

In the event that the guidance concerning independent study changes, the District may adjust its practice in accordance with the guidance.

- 14. **Notice:** If, during the term of this agreement, the District makes changes to any practice outlined above, the District shall notify the Association and affected employees at least three business days prior to the change, if allowed by law.
- 15. **Terms of Agreement:**
  - a. This agreement shall expire June 30, 2022. The provisions of this agreement shall not be modified and/or changed unless both parties mutually agree. This Memorandum of Understanding shall not be precedent setting nor form any basis for a past practice
  - b. All components of the current CBA between the Association and the District not addressed by the terms of this agreement shall remain in full effect.
  - c. This agreement is subject to ratification by the Association and the HUSD Board of Education, or designee.



8/3/2021



8/3/2021

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Derek Jindra, Ed. D.  
Assistant Superintendent

Date

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Tamara Jaimez  
Lead Negotiator, HTA

Date



# Exhibit A

## Hemet Unified Health and Safety Contract (Subject to Change)

I understand that my child, \_\_\_\_\_ must follow the health requirements below throughout the 2021-2022 school year.

### Health and safety protocols include, but are not limited to the following:

- Wear a face covering over your nose and mouth in all indoor spaces. These include: classrooms, library/ media centers, offices, cafeteria/MPR, theaters, locker rooms, and restrooms as required by the California Department of Public Health (CDPH).
  - *Exceptions are allowed for eating or drinking.*
  - *Face coverings will be made available to students when needed.*
- Wash hands regularly throughout the day.
- Conduct a self-check (parent assisted as needed) prior to arriving at school. Check for fever over 100.4 degrees Fahrenheit, cough, shortness of breath, sore throat, or muscle aches that are not attributed to another condition.

**The progressive process below will be followed to ensure that the health and safety requirements are followed by each student (for a student with an IEP, please refer to the IEP document).**

- Step 1: Staff review expectations with student, provide needed resources to student. Document intervention in Aeries.\*
- Step 2: School administrator will meet with student to identify contributing factors, clarify expectations, provide needed resources to support student successful participation, notify parent/guardian.\*
- Step 3: Parent/Guardian Meeting with school administration and student is placed on the Health and Safety Contract.\*
- Step 4: Student Support Team/IEP Team will meet to develop a plan to address how to best support the student in being successful in meeting behavior expectations.\*
- Step 5: Student shall be referred to Student Services for recommendations for alternative placement.

Student ID #: \_\_\_\_\_

Date: \_\_\_\_\_

Student Name: \_\_\_\_\_

Student Signature: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Site: \_\_\_\_\_

Site Administrator: \_\_\_\_\_

\*Some of the above outlined steps may be skipped, based on the severity of the refusal to wear a mask.