



AFL-CIO

California
School
Employees
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May 13, 2013

Vern Wallery, President
CSEA Hacienda-La Puente Chapter 115
13939 Joycedale Street
La Puente, CA 91746

Re: Tentative Agreement on MOU

Dear President Wallery:

I have received the Memorandum of Understanding (MOU) regarding Effects of Layoffs for the 2013-14 school year between the Hacienda La Puente Unified School District and California School Employees Association (CSEA) Chapter 115.

It has been reviewed in accordance with Policy 610. I have found no apparent violations of law, CSEA's Constitution and Bylaws, or policies of the Association.

Remember that the MOU must be signed by both the chapter and the LRR and dated in addition to being ratified by the parties. I recommend that the authorized representatives of the parties sign the MOU immediately upon its ratification. Upon completion, please provide the field office with four (4) copies.

Congratulations and thank you for your cooperation.

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Ana S. Mancía
Field Director

ASM/va

c: Christina Berumen, Region 35 Representative
Bill Rawlings, Area G Director
Beverly Johnson, Labor Relations Representative



HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT

15959 E. GALE AVENUE • CITY OF INDUSTRY, CA 91716 • (626) 933-3830 • (626) 855-3594

MEMORANDUM OF UNDERSTANDING REGARDING THE EFFECTS OF 2013-14 LAYOFF

WHEREAS, the Hacienda La Puente Unified School District and the California School Employees Association Chapter #115 concur on the following understanding regarding the effects of the 2013-14 layoff of CSEA bargaining unit members:

1. Employees subject to layoff or a reduction in hours/work year shall retain all rights and benefits guaranteed to them by the California Education Code, the Agreement Between the Board of Education and the California School Employees Association and the Rules and Regulations of the Personnel Commission and the Head Start Act (as amended December 12, 2007);
2. The order of layoff and displacement rights shall be in accordance with Education Code, Government Code and the collective bargaining agreement between the Parties;
3. When requested, the District shall provide Unit employee(s) affected by the Board Action with letter(s) providing employment recommendation, including employment reference verifying the Unit employee's employment history with the District;
4. Benefited employees who are subject to layoff or a reduction in hours which results in the loss of health benefits prior to June 30, 2013, shall continue their health benefits through that date, and shall be offered COBRA upon the loss of health benefits;
5. Employees subject to complete layoff shall have priority to fill temporary, short term, limited term and/or substitute positions in the classification from which they were laid off or other classifications for which they have applied and deemed qualified;
6. An employee who has been laid off and placed on a reemployment list may be employed as a substitute or limited term employee in any class for which he is qualified and such employment shall in no way affect his status or eligibility for reemployment;
7. Employees subject to layoff may use up to seven (7) Personal Necessity Days' Leave to attend to matters which require the attention of the employee and which must be taken care of during the assigned hours of service provided that not more than five percent of the staff of any school or department may be granted a leave under this provision for the same day and that does not involve payment for the employee's services.
8. In the event the District receives Head Start grant funding for 2013-2014, the District shall reemploy laid-off CSEA (Child Development) members in the reverse order of layoff. Contingent upon new funding amounts and program needs, staffing levels will be determined by the District.
9. The District will coordinate assistance in resume' writing and job interviewing techniques for Unit employee(s) affected by this layoff.

10. The parties agree to comply with Article IX, *Decrease in Assignment*.
11. The President of CSEA Chapter 115 and the Labor Relations Representative shall receive a copy of all layoff notices concerning the bargaining unit. The District shall provide the President with a final list of the placement of the affected bargaining unit members and all communication sent to affected bargaining unit members. In addition, the District shall provide the President with a Seniority list for all job classifications impacted by layoff, as well as a reemployment list.
12. The District shall communicate by mail with bargaining unit members, who are laid-off completely and on the re-hire list in December 2013 and one additional time within the next 18 months, from the date of layoff to verify their most recent contact information (name, address and phone number). CSEA President will notify the district of the timing of the second notice.

IN WITNESS OF, the Hacienda La Puente Unified School District and the California School Employees Association Chapter #115 executed said Memorandum of Understanding on the 7th day of the month of May 2013. The terms of this MOU shall not constitute a past practice or be deemed precedent setting and shall apply only to those positions affected by the Board Action. This agreement supersedes any and all previous Memorandum of Understanding regarding the effects of layoff. This Memorandum is contingent upon review under CSEA Policy 610, as well as the approval of the Board of Education HLPUSD.

CSEA Chapter #115



Vern Wallery
President, CSEA

Hacienda La Puente Unified School District



William F. Roberts IV
Assistant Superintendent, Human Resources

Beverly Johnson
CSEA Labor Relations Representative