

Addendum to Memorandum of Understanding  
for 2020-2021 Reopening of Schools Related to Covid-19  
Between Stockton Unified School District  
and the Stockton Pupil Personnel Association, Inc.  
April 27, 2021

The Stockton Unified School District ("District") and the Stockton Pupil Personnel Association, Inc. ("Association") agree to add this addendum to the Memorandum of Understanding ("MOU") dated October 21, 2020 between Stockton Unified School District and the Stockton Pupil Personnel Association, Inc. (SPPA, Inc.) regarding in-person instruction related to the coronavirus ("COVID-19") pandemic and the 2020-2021 school year. The Parties recognize the need to open school safely per recommendations by public health officials and State guidelines for the remainder of the contractual 2020-2021 school year.

Reporting Unsafe Conditions or Work Issues Related to COVID-19

1. In the interest of protecting community and workplace health, any employees shall have the right, without retaliation, to bring to the District's attention any working condition which they believe unreasonably presents a risk to health or safety by notifying their supervisor and or in writing of such condition and the basis therefore, including when the workspace does not allow for adequate physical distancing as per CDPH requirements. The supervisor shall, within two working days, respond in writing to the employee, with simultaneous copy to SPPA, Inc. stating what has been done to make the condition safe or, if no action will be taken, the reason(s) why. This method of resolving safety concerns shall not displace the right to file OSHA or other administrative complaints, or to bring a grievance for violation of this MOU.
2. Employees belonging to populations deemed by the State under current and SJCPHD and CDC guidelines as uniquely vulnerable to the effects of COVID-19 shall be allowed to self-quarantine by accessing SB95 Supplemental Paid Sick Leave, and as necessary, to engage in an interactive dialogue with Risk Management to access the availability of reasonable accommodations based on documented medical needs. Similarly, those employees with medical proof of susceptibility to COVID-19, or those employees who have medically vulnerable individuals in their household under current CDC or SJCPHD guidelines, shall be allowed to self-quarantine and access SB95 Supplemental Paid leave, as well as leaves set forth in the Parties' collective bargaining agreement ("CBA") in order for the employee to remain in paid status when possible. Vulnerability to COVID-19 shall be determined by the employee's physician in accordance with SJCPHD and CDC guidelines and may be subject to verification by Risk Management. Prior to exhaustion of all available leaves, the District shall meet with the affected employee and, where practicable, offer light duty assignments to allow employees to work from a safe work location or at home at the expiration of their leaves, retaining all rights and benefits under the CBA.

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WF RC NC*

3. The parties agree that as per SB95 employees shall be entitled to up to 80 hours of Emergency Paid Sick Leave, from January 1, 2021 through September 30, 2021. Leaves under this section may be used intermittently for the following reasons:
  - A. The employee is subject to a quarantine or isolation period related to COVID-19 ordered by a government official; or
  - B. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19; or
  - C. The employee is attending an appointment to receive a vaccine for protection against contracting COVID-19; or
  - D. The employee is experiencing symptoms related to a COVID-19 vaccine that prevent the employee from being able to work or telework or
  - E. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis; or
  - F. The employee is caring for a family member subject to quarantine either due to government order or medical advice; or
  - G. The employee is caring for a child whose school or place of care is closed or otherwise unavailable for reasons related to COVID-19 on the premises.
  
4. All District safety practices shall be governed by:
  - a. Each school's site safety plan: <https://www.stocktonusd.net/Page/15554>
  - b. The District's COVID-19 Prevention Program: <https://www.stocktonusd.net/cms/lib/CA01902791/Centricity/Domain/5383/covid%2019%20prevention%20program.pdf>
  - c. CDPH's COVID-19 School Guidance Checklist: [https://www.stocktonusd.net/cms/lib/CA01902791/Centricity/Domain/5383/COVID19\\_School\\_Guidance\\_Checklist\\_032321%20v2.pdf](https://www.stocktonusd.net/cms/lib/CA01902791/Centricity/Domain/5383/COVID19_School_Guidance_Checklist_032321%20v2.pdf)
  - d. Preschool-specific guidance: <https://files.covid19.ca.gov/pdf/guidance-childcare--en.pdf>
  
5. It is mutually recognized by the District and SPPA that service delivery can take many forms to maximize meaningfulness, equity, limit service delivery disruptions and preserve the least restrictive environment for students. All service providers in consultation with site administration and/or designated supervisor will be expected to use their professional judgement in designing their service schedule that includes in person and remote instruction that meets the needs of student such as the IEP related services.
  - a. Unit members with services written on IEPs shall be allowed to continue with established Emergency Circumstances Program options for service delivery models in accordance with AB 77 instructional minutes.
  
6. Special Day Class/Communicatively Disabled (SDC/CD) Teacher in preparation to in-person instruction, SDC/CD teacher will collaborate with site and SPED administrator to discuss composition of group A and group B and discuss if an alternate schedule could be used to better support student instruction while still meeting required safety precautions (e.g., all students who chose to return come M, T, Th, & F). Any decision to deviate from/ enhance

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the hybrid model must only be made by mutual consent of the teacher and district management.

- a. SDC/CD teacher will have the same staffing in their classroom as pre-pandemic. Thus, there will not be a reduction due to the reduced number of students attending each day.
7. SPPA members will only be required to physically report to school site(s) they were assigned to as of March 1, 2021.
8. SPPA, Inc. member attendance of site events (such as graduations and promotions) remain voluntary when outside contract hours.
9. Contingent on completion of amendment to dated MOU April 27, 2021, SPPA members shall resume working from on-site beginning no later than Wednesday, April 28, 2021.
  - a. Every SPPA unit member (who is an employed FTE on District payroll as of April 28, 2021 shall receive a "site-return stipend" from a common monetary pool split among all SPPA, Inc. unit members. This monetary pool shall be the equivalent of a 3.0% off-salary-schedule payment to all membership FTEs.
10. The district will provide the following PPE that is above what is typically provided for affected members under the following conditions:
  - a. District will provide KN-95 masks, face-shields and gowns to put over clothing as needed for members who must routinely be closer than 3ft. to students to provide instruction, personal care, or behavioral support.
  - b. District will provide additional supplies to support more efficient cleanup in providing personal care.
  - c. District will provide Speech and Language Pathologists face coverings and face shields as recommended by CDC guidelines.
11. Contact-involved instructional materials (manipulatives, plexiglass shields, handheld technology, etc.) will be in sufficient supply as to not require sharing/cleaning between service providers and/or students in the same session.

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All components of the current Collective Bargaining Agreement between the Association and District not addressed by the terms of this agreement shall remain in full effect. This MOU is being entered solely under the context and circumstances of the COVID-19 pandemic, sets no precedents, enacts its provisions from ratification through June 30, 2021, and shall only be extended or modified by mutual written agreement. The District and/or Association reserve the right to negotiate any additional impacts related to COVID-19.

For the District:



04 / 28 / 2021

John Ramirez Jr., Interim Superintendent



04 / 28 / 2021

Nancy Lane, Director of Certificated Prsnl.



04 / 28 / 2021

Claudia Moreno, Dir. of Labor Relations

For the Association:



04 / 28 / 2021

Melissa Shelgren, Bargaining Chair



04 / 28 / 2021

Nicolette Gonzaba, SPPA President



04 / 28 / 2021

Nisa Shinagawa



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Barbara A. Lachendro



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Waynesha Fultcher



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Rebecca Coronado



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Norma Cabrera