

MEMORANDUM OF UNDERSTANDING
Between Stockton Unified School District And
Stockton Unified Supervisory Unit (SUSU)
For 2020-201 Reopening of Schools Related to COVID-19
April 22, 2021

Stockton Unified School District (District) and the Stockton Unified Supervisory Unit (SUSU) enter into this Memorandum of Understanding (MOU) to address SUSU's work and efforts in preparation for the physical return of students during the COVID-19 pandemic for the remainder of the 2020-2021 school year.

1. Each SUSU bargaining unit employee shall receive an off salary schedule lump sum payment equal to 3% of their annual base salary. Payment shall be made to SUSU bargaining unit employees no later than June 30, 2021.
2. The in 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 manager shall, within two working days, respond in writing to the employee, with simultaneous copy to SUSU, 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.
3. 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%20School%20Guidance%20Checklist%20032321%20v2.pdf)
4. The parties agree that as per SB95 employees shall be entitled to up to ten (10) days 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



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- 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.

All components of the current Collective Bargaining Agreement between SUSU and District not addressed by the terms of this MOU are not modified and shall remain in full force and effect. This MOU shall be considered non-precedent setting and shall be in effect until June 30, 2021.

Date: _____

For Stockton Unified School District:

For Stockton Unified Supervisory Unit:

04 / 22 / 2021

John Ramirez Jr., Interim Superintendent

04 / 22 / 2021

Christopher Benson, President

04 / 22 / 2021

Claudia Moreno, Director of Labor Relations

04 / 22 / 2021

Donna Taves, Vice President