

Memorandum of Understanding
Between The
Santa Clara Unified School District
And The
California School Employees Association, and its Chapter 350
April 30, 2021

In response to a change in the CDPH recommendation on March 20, 2021, to the minimum physical distancing requirements between students, the Parties agree to the following revisions/ additions to the existing December 11, 2020 Phase 2 Memorandum of Understanding (MOU):

1. The District shall ensure minimum physical distancing of three (3) feet between student workspaces, and six (6) feet between educator/staff and student workspaces, and six (6) feet between employee workspaces. The District shall measure the maximum capacity of all workspaces while maintaining a minimum of three (3) feet between students and six (6) feet between adults.
2. Reposting of all room capacities as provided in Section 1(a) of the Physical Distancing portion of the Parties' December 11, 2020, MOU shall not be required for purposes of admitting additional students from a wait list for in-person instruction (see general room capacity guidelines attached hereto). However, should a unit member have a concern regarding their individual classroom capacity in light of the number of students admitted for in-person instruction, they shall contact their site administrator who shall engage the school site safety committee for any necessary assistance with room measurement, verification of classroom capacity, and/or other classroom configuration issues associated with the additional students.
3. In recognition for the extra responsibility and duties required in accommodating changing health and safety conditions and related procedural issues occasioned by the COVID-19 pandemic, all unit members employed by the District and in paid status as of April 30, 2021, shall receive a one-time off-schedule stipend of \$2,000. This stipend shall be pro-rated for less than full time/full year employees, but in no event shall proration result in a stipend for an eligible unit member of less than \$850. This stipend shall be paid on the June 2021 pay warrant.

4. The provisions set forth herein shall be effective and supersede any contrary language in the December 11, 2020, Phase 2 MOU. Otherwise, all other provisions of that MOU remain in full force and effect.

Dated: April 30, 2021 By: Stella M. Kemp Ed.D.
Stella M. Kemp, Ed.D., Superintendent
Santa Clara Unified School District

Dated: April 30, 2021 By: Lynn Villarreal
Lynn Villarreal, President
California School Employees Association
Chapter 350

Dated: 4/30/21 By: Nathan Jennings
Nathan Jennings, Labor Representative
California School Employees Association