

Memorandum of Understanding

between SEIU Local 521

and

Cupertino Union School District

April 2, 2020

The District and SEIU recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff.

The District and SEIU recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus.

The District and SEIU further recognize the importance of continuing to provide high-quality educational opportunities and school meals to children in need.

To these ends, the District and SEIU agree as follows:

To recognize the important and extraordinary work done by Student Nutrition during this crisis, the District agrees to pay a daily rate of \$200 per day for Student Nutrition workers working 3 hours per day and \$300 per day for Student Nutrition working 4.5 hours per day during from April 13 to 17 (Spring Break). The District agrees to give preference to the cafeteria workers who have been working during the current shelter in place for the shifts available during Spring Break.

The District has a pallet of expired N95 masks and has received conflicting information about their usage during this crisis. SEIU acknowledges that the masks are expired; however upon request employees will be given the masks to use while working with public. The District further recognizes the need to provide priority to the Student Nutrition workers, and those unit members supporting Student Nutrition workers, to receive masks as available. These masks include the expired N95 as well as surgical masks or other masks deemed appropriate that the District has received and mutually agreed upon by the union.

The District will continue efforts to obtain new N95 masks and update the union on these efforts on a weekly basis as long as the shelter in place order remains in effect or sufficient new masks have been obtained.

This MOU is not subject to the parties negotiated grievance procedure.

For Cupertino Union School District:

Stacy McAfee
Stacy McAfee, Associate Superintendent, HR

April 10, 2020
Date

For Service Employees International Union:

Jimmy O'Quinn

April 10, 2020
Date