

**ADDENDUM NUMBER 1 TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE FRESNO UNIFIED SCHOOL DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, AND CHAPTER # 143
ON SCHOOL REOPENING FOR THE 2020-2021 SCHOOL YEAR AND COVID-19**

The Fresno Unified School District (“District”) and the California School Employees Association and Its Local Chapter Number 143, jointly known as the Parties (“Parties”), enter into this Addendum Number 1 to Memorandum of Understanding on School Reopening for the 2020-2021 School Year and COVID-19 (“MOU”) agreed to by the Parties on August 6, 2020.

WHEREAS, on December 3, 2020 the Governor announced the Regional Stay at Home Order Triggered by ICU Capacity (“Regional Stay at Home Order”).

WHEREAS, the Parties’ MOU at section 2 states:

In the event there is a mandated "shelter in place" order, eligible unit members shall receive a non-pensionable 10% pay differential for actual hours worked when the unit member's responsibilities require the unit member to be in direct contact with members of the public for distributing meals OR the unit member's responsibilities prevent them from practicing physical distancing per local public health guidelines. The 10% pay differential shall only be available during the "shelter in place" by the Governor of California/City of Fresno and shall cease when a less restrictive order in return to normalcy is put into place. This return to normalcy would include any phased-in order initiating a return of employees back to work.

WHEREAS, the Regional Stay at Home Order is a less restrictive order than the Governor’s March 19, 2020 Shelter in Place Order as it specifically states that “Guidance related to schools remain in effect and unchanged” and allows schools to remain open if they had previously returned students to in-person instruction;

NOW THEREFORE, the Parties agree to modify the MOU as follows:

For the duration of the Regional Stay at Home Order eligible unit members shall receive a non-pensionable 10% pay differential for actual hours worked when the unit member's responsibilities require the unit member to be in direct contact with members of the public for distributing meals OR the unit member's responsibilities prevent them from practicing physical distancing per local public health guidelines.

The remainder of the Parties MOU not modified by this Addendum Number 1 continues in effect as agreed to by the Parties.



Susan Arguello
CSEA Chapter President #143

December 11, 2020

Date



Denesa Moore
CSEA Labor Relations Representative

December 11, 2020

Date



Brian Christensen
Administrator, Human Resources/Labor Relations
Fresno USD

December 11, 2020

Date