

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
FRESNO UNIFIED SCHOOL DISTRICT
AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND IT'S CHAPTER #125
ON SCHOOL REOPENING FOR THE 2020-2021 SCHOOL YEAR AND
COVID-19**

August 17, 2020

This Memorandum of Understanding (“MOU”) is entered into by and between Fresno Unified School District (“District”) and the California School Employees Association and its Chapter #125 (together “CSEA”) concerning the impacts and effects of the District’s reopening plan for the 2020-2021 school year.

As of the date of this MOU, the Parties recognize that the COVID-19 pandemic necessitates significant modifications to the operation of schools to minimize the health risks associated with COVID-19 infection for all students, staff, and their families while also providing equitable access to education for students.

The Parties acknowledge that staff and students may need to isolate/quarantine, and/or the District may need to close a learning cohort or close school(s) on an emergency basis to slow the spread of infection and illness arising from COVID-19 during the 2020-2021 school year.

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement between the Parties that are in conflict for the duration of this MOU, or until modified by mutual agreement of the District and the Association. The Parties affirm the obligation to comply with all provisions of the Collective Bargaining Agreement (“CBA”) not in conflict with this MOU. Further, the Parties affirm that all provisions of the Educational Employment Relations Act (“EERA”) California Government Codes 3540 et seq. apply and remain in effect. This MOU supersedes the parties’ prior MOU regarding the District’s Response to COVID-19 entered into on April 27, 2020.

The District and CSEA agree as follows:

1. **Sharing of information about spread of illness:** The District will utilize the District-wide notification systems to notify employees and CSEA as soon as practicable regarding updates on any impacts to the District caused by COVID-19.
2. **Reporting to Work On-Site:** All unit members may be required to report to work on-site each work day unless otherwise directed to by the District during the period of distance learning as per local and state public health guidelines. The District may coordinate rotating schedules to minimize staff contacts. Those classifications that are required to work, and the work may be completed remotely as determined by the District, shall be permitted to do so.

Should the District close any school sites or work locations, or any District operations are curtailed due to the coronavirus epidemic, the District may offer alternative work to continue to pay bargaining unit members. Bargaining unit members shall not suffer any loss of pay or benefits relative to their regular schedules if the closures or curtailments prevent an employee from being able to perform their regular duties or alternative duties offered by the District provided that members must be available to work. Thus, for example, the District will continue to pay CSEA bargaining-unit employees even if they are unable to work due to COVID-19 related reduction in use of District facilities. Employees who are not ill will not be required to use paid sick leave or any other form of paid time off during such eventuality.

During any District closure or curtailment of operations, the District may require some unit members determined to be essential to its continued operations to remain onsite and perform their regular work assignment or work outside of their regular work assignment pursuant to Government Code § 3100. Essential services will be brought back at the minimal necessary level, and essential staff may be brought back on a rotational basis. Other unit members not required to remain at work shall be “on call” and subject to direction by the District during their normal scheduled work day.

The District acknowledges that during the time of school closure or curtailment of operations, the volume of work across CSEA classifications may reduce significantly for some and less for others. The District will make reasonable efforts to disperse work across classifications as equitably as is possible under the circumstances.

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.

3. Reporting to work during district-wide distance learning:

Unit members may be asked to adjust responsibilities to include communication support to families and students and assistance with other duties that help create a positive learning environment. Duties may include things such as covering phone lines on campus, assisting at parent engagement meetings, phone calls to students or parents, distribution of materials and other parent, staff or student supports. (Attachment 1)

Hours

All employees will continue to be paid for their normal work hours in the distance learning environment, provided they are available to work. Employees shall be permitted to be relieved of their job duties for the duration of the distance learning, upon completion of their assigned duties.

Work Locations

In a distance learning environment, employees may be asked to work at alternative work location. The District shall permit all employees to stay in their assigned Region to the extent possible.

Training and implementation of public health measures: The District will train, notify, advise and inform its employees in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will ensure that its facilities have the necessary supplies for preventive disinfection measures (such as soap and water, disposable towels or tissues, disposable gloves, masks, and hand sanitizer). The District shall make available to all employees any protective gear necessary to complete assigned tasks. Employees are also reminded that they need to participate in a daily self-health screening prior to reporting to their assignment (Attachment 2). CSEA will cooperate with the District in any necessary public health actions, including but not limited to those actions recommended by the federal, state and local Departments of Public Health and CDPH. The District and CSEA will cooperate fully with the local Departments of Public Health and CDPH and the CDC regarding the notification and contact tracing of infected individuals. Employees are reminded of their duty to do assigned work absent reasonable fears for their health or safety (that is, to grieve assignments rather than refuse them absent evidence that the assigned task puts their own health or another's health at risk).

a. Face Coverings

- i. Face coverings are required to be worn properly at all times by all individuals following the guidance of the Fresno County Department of Public Health and CDPH. This applies to all staff, all students, all administrators, and any visitors on campus over two years of age. The District shall develop and share with staff a plan to deal with students and others who are not in compliance with the face covering requirements.
- ii. Face coverings shall not be required for students or staff if there is a medical or behavioral reason for not wearing a face covering which is verified in writing from a medical professional or behavioral specialist.
- iii. For unit members and students who cannot wear a mask according to section ii. above, face shields with neck drapes tucked into the shirt should be used. (**Note:** Persons exempted from wearing a face covering due to a medical condition who are employed in a job involving regular contact with others should wear a non-restrictive alternative, such as a face shield with a drape on the bottom edge, as long as their condition permits it.)

b. Hand Hygiene Requirements

- i. The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19.

- ii. All individuals shall be required to wash their hands or use medically effective hand sanitizer upon entering district sites and upon entering a classroom.
- iii. The following hand washing requirements will be implemented:
 - 1. Every room with a sink shall be stocked with soap, and medically effective hand sanitizer.
 - 2. Non-classroom workspaces and common spaces shall be provided medically effective hand sanitizer.
 - 3. Hand sanitizer shall be provided at each ingress and egress point on a school campus.

c. Physical Distancing

- i. The District shall ensure minimum physical distancing as recommended by the County Health Department for all employee work spaces and between all employee and student workspaces.
- ii. In situations in a workspace where the minimum physical distancing is not practicable, alternative and effective safety devices shall be used such as plexiglass barriers. The exception is in emergency situations where the environmental or behavioral threat supersedes the necessity for physical distancing.

d. One-Way Directions/Movement

- i. In order to help maintain physical distancing requirements in all common walkways and congregation areas (both outdoor and indoor), the District shall create unidirectional pathways where practicable. These pathways shall be clearly marked to indicate the direction of travel.

e. Daily Cleaning and Disinfecting

- i. The District shall ensure that all classroom spaces, restrooms, common spaces, and workspaces are cleaned and disinfected daily, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant necessary, as recommended by federal, state, and/or local health officials.
- ii. Daily cleaning and disinfecting as described in this Section shall be done by trained custodial personnel.

f. Health Screening, Notification, and Contact Tracing

- i. All students, employees, and visitors shall use the self-health screening tool daily (Attachment 2) for conditions associated with COVID-19 infection prior to entering school. The District shall ensure that contact tracing is appropriately conducted. Health screening, testing, notification, and isolation/quarantine protocols and procedures will be in compliance with public health guidelines.
- ii. All students and staff will be trained on these protocols and procedures.
- iii. Staff and students with any symptoms consistent with COVID-19 or who have had close contact with a person with COVID-19 shall be sent home or sent to an isolation room on site pending travel home or to a medical facility.
- iv. Upon notification that an employee or student has been infected with COVID-19, the District shall initiate contact tracing procedures in conjunction with the County Public Health Department and CDPH. All persons who may have come in contact with the infected individual shall be notified. The District shall notify the Association President of the location(s) where the infected individual was present on the school campus during the suspected incubation/active infection period.

4. **LEAVES.** Except as otherwise provided in this side letter, the leave policies, practices and requirements in the Parties' collective bargaining agreement continue to apply.

- a. The parties recognize that the Federal "Families First Coronavirus Response Act," also known as HR 6201, provides employees with two weeks of paid leave for coronavirus-related absences (which expires on December 31, 2020) and extends Family Medical Leave Act (FMLA).

- i. For unit member self-care:

- 1. A unit member shall use up to 10 days of available federal paid sick leave under the FFCRA if the member (1) is unable to work due to government issued quarantine or isolation order related to COVID-19, (2) has been advised to self-quarantine by a healthcare provider related to COVID-19 and is unable to work, (3) is experiencing symptoms of COVID-19 and is seeking diagnosis and is unable to work. The District may request medical verification.

- ii. For unit members to care for others:

- 1. A unit member may use up to 10 days of available federal paid sick leave under the FFCRA if the member is unable to work due to the need to care for (1) a minor child due to a COVID-19 related school closure, (2) an individual subject to government issued quarantine or isolation order related to COVID-19, (3) an individual who has been advised to self-quarantine by a healthcare

provider related to COVID-19, or (4) an individual who is experiencing symptoms of COVID-19 and is seeking diagnosis. Use of this leave may be done on an intermittent basis. The District may request medical verification.

b. Leave of Absence for Unit Members At-Risk of COVID-19 Exposure

- i. In the event a bargaining unit member is unable to return to on-site work because either they or someone in their household is at high risk for illness or infection associated with COVID-19, and an alternate or remote assignment is unavailable to them or they refuse to accept the alternate assignment, such member shall use accumulated sick leave and other available paid leaves.

c. Industrial Accident Leave/Worker's Compensation

- i. All provisions of the CBA pertaining to Industrial Accident Leave and/or Worker's Compensation remain in effect. The District agrees to follow the established procedures for workers compensation for all work-related illnesses or injuries, including COVID-19.


5. **Alternative Duties:** CSEA bargaining unit positions may be required to perform duties not currently contained in their current job description due to COVID-19 responses making their regular duties incapable of being performed. The parties agree that the assigned duties will be of temporary duration and the District will make reasonable efforts to disperse the work across classifications as equitably as possible. The District agrees to follow the provisions set forth in Article 20 Section 6. On a case by case basis, unit members that live with an individual that is high risk for illness or infection associated with COVID-19, will be subject to be reviewed pursuant to the Districts accommodation process.

6. **Accommodation:**

- a. The Parties acknowledge that the interactive accommodation process may be required to make work safe for employees with health conditions that heighten the risk of severe outcomes with COVID-19.
- b. The District agrees to maintain procedures for keeping confidential employee communications about non-COVID health conditions.
- c. The District agrees to initiate in a timely manner the interactive process for employees whose medical doctor designates them as "high risk," "vulnerable," or equivalent terminology as related to exposure to COVID-19.
- d. The District shall provide reasonable accommodation for employees particularly vulnerable to COVID-19 due to a medical condition, including but not limited to:
 - i. Providing additional or enhanced PPE;
 - ii. Placing physical barriers to separate the vulnerable employee from staff, students, or other individuals on campus;
 - iii. Eliminating, reducing, or substituting, non-essential job functions that create more risk of exposure;

- iv. Moving the employee workstations; and
- v. If available, transferring or reassigning the employee to a distance learning assignment or an assignment with minimal daily contacts with others.
- e. When no reasonable accommodation can be reached, the employee shall be entitled to use accumulated sick leave or other available paid and unpaid leaves.

7. **CSEA acknowledgement of District's authority:** CSEA acknowledges and supports the District's authority to exercise its emergency powers as established by law, the Parties' Collective Bargaining Agreement and Board Policies and Administrative Regulations.
8. **CSEA support for full funding:** CSEA will support efforts to maintain funding pursuant to Education Code §§ 41422 and 46392 in the event of a closure of any District facilities due to the epidemic.
9. **Additional school days:** The District may seek to add additional school days to this school year or next year as required by law or government mandate. Should additional school days or other measures be sought by the District to add additional instructional minutes, the parties agree to meet and bargain about the implementation.
10. **Duration of Agreement:** This agreement shall remain in effect through June 30, 2021 school can resume as usual, whichever occurs first. Should the need for this Side Letter Agreement extend beyond June 30, 2021, the Parties may mutually agree to extend this Agreement in additional semester increments.
11. **Non-Precedent Setting:** Memorandum of Understanding shall not be precedent setting nor form any basis for a past practice.
12. **Compliance with further governmental orders:** The parties all recognize that the COVID-19 epidemic is evolving and so is governmental response. The parties will comply with further state or federal legislation or orders as they affect the terms and conditions of employment of bargaining-unit employees, and will bargain as needed over the effects of such further directives.
13. **Violations of Agreement:** Any alleged violation, misinterpretation, or misapplication of the terms of this MOU shall be subject to the grievance provisions of the CBA.


Stephanie Vasquez
CSEA Chapter President #125

August 18, 2020
Date


Denesa Moore
CSEA Labor Relations Representative

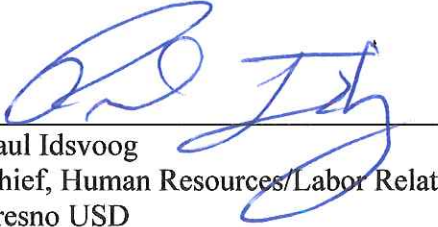
August 17, 2020
Date



Brian Christensen
Administrator, Human Resources/Labor Relations
Fresno USD

8/18/2020

Date



Paul Idsvoog
Chief, Human Resources/Labor Relations
Fresno USD

08/19/2020

Date