

**SIDE LETTER AGREEMENT
BETWEEN THE
FRESNO UNIFIED SCHOOL DISTRICT
AND THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 521
ON RESPONSES TO COVID-19**

This side letter agreement is entered into between the Fresno Unified School District (District) and the Service Employees International Union, Local 521 (“SEIU”) concerning the District’s response to the coronavirus (“COVID-19”) pandemic.

On March 5, 2020 Governor Newsom declared a California State of Emergency due to the COVID-19 outbreak and on March 11, 2020 the World Health Organization officially declared the COVID-19 outbreak a pandemic.

The District and SEIU acknowledge that the health and safety of students, staff and communities served by the District are their highest priority. The maintenance of safe District facilities is also paramount. We are both committed to following prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with COVID-19. The Parties acknowledge that precautions must be taken to prevent the spread of the virus and identify potential exposures. To the extent possible, we agree that continuity of District operations should be maintained, and provisions should be made for District employees who may be impacted by this pandemic.

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

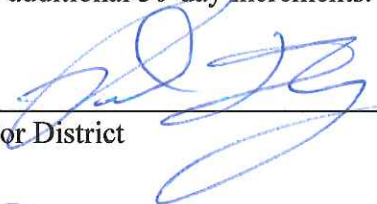
- 1) The District will utilize the District-wide notification systems to notify employees and SEIU as soon as practicable regarding updates on any impacts to the District caused by COVID-19.
- 2) The District will advise its employees in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, gloves, mask and hand sanitizer) to the extent such supplies are available. SEIU 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. Employees shall continue to perform their assigned work absent evidence that such work poses a risk to health or safety.
- 3) In the event that employees of the District are required to report to work during closures, the District shall implement social distancing measures and guidelines in adherence with the most current language being disseminated by the CDC. The District shall maintain awareness on a daily basis of updated protocols, and shall clearly communicate updated guidelines to employees at the beginning of each day’s work shift.
- 4) SEIU and the District agree that the District shall have the sole and exclusive right to determine whether a site/department is closed, maintained as open, or reopened after

closure. In the event any District facility must be closed, or any District operations are curtailed due to the COVID-19 epidemic, bargaining-unit employees will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment. Thus, for example the District will continue to pay SEIU bargaining-unit employees even if they are unable to work due to COVID-19-related reduction in use of District facilities.

- a. Employees who are not ill will not be required to use paid sick leave or any other form of paid time off during such an eventuality. This paragraph will apply to up to one month of any such closure or curtailment; in the event the closure or curtailment seems likely to last more than one month, the District and SEIU will meet and bargain about the issue.
- 5) 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.
 - a. The District acknowledges that during the time of school closure or curtailment of operations, the volume of work across SEIU 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.
 - 6) Those employees that are designated as “essential staff” shall be permitted to be relieved of their job duties for the duration of the closure, upon completion of their assigned essential duties. Further, those classifications that are required to work, and are able to work from home, shall be permitted to do so.
 - 7) The Parties agree that all current adopted leave policies will remain in full effect for the duration of the COVID-19 pandemic. The following shall be in effect for the duration of the pandemic:
 - a. If an Association bargaining unit member is unavailable or unable to perform assigned work for personal or medical reasons, the bargaining unit member shall follow the District’s appropriate leave request procedures.
 - b. Association bargaining unit members shall inform the District when they have been exposed to an individual who has tested positive for COVID-19 and shall follow the CDC guidelines to self-quarantine and to self-monitor for any potential symptoms such as fever, cough, and difficulty breathing.

- c. During a closure, pre-approved sick leave shall continue to be used as originally planned and the Association bargaining unit member will not be expected to perform work.
 - d. Notwithstanding the foregoing, the Parties agree to permit use of any additional paid leave provided by federal or state government beyond what is provided by current contract, during the pendency of the declared COVID-19 national and state emergency.
- 8) SEIU and the District agree that nothing herein limits the District's authority to exercise its emergency powers as established by law, the Parties' Collective Bargaining Agreement and Board Policies and Administrative Regulations. Such changes will be communicated between the parties and either party may request to meet and confer regarding the District's emergency measures.
- 9) SEIU will support efforts to maintain funding pursuant to Education Code §§ 41422, 46390 and 46392 in the event of a closure of any District facilities due to epidemic.
- 10) 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.
- 11) The Parties understand the COVID-19 pandemic situation is very fluid and mutually agree to review the provisions of this MOU and make any necessary changes consistent with local, state, and federal mandates.
- 12) This Side Letter Agreement shall not be precedent setting nor form any basis for a past practice.
- 13) This Side Letter Agreement is effective March 26, 2020 through May 3, 2020. Should the need for this Side Letter Agreement extend beyond May 3, 2020, the Parties may mutually agree to extend this Agreement in additional 30-day increments.

Dated: 4/21/2020

By: 
For District

Dated: April 20, 2020

By: 
Service Employees International Union