

Memorandum of Understanding and Agreement

By and Between

State Center Community College District

And

California State Employees Association and its State Center Chapter #379

COVID-19 Testing Center at Fresno City College

This non-precedent setting Memorandum of Understanding and Agreement ("MOU") is entered into by and between the State Center Community College District (hereinafter referred to as "District" or "Employer") and the California School Employees Association and its State Center Chapter #379 (hereinafter referred to as "Exclusive Representative" or "CSEA").

CSEA enters into this MOU as the Exclusive Representative for the bargaining unit of classified employees excluding peace officers.

In April 2020, the District and County of Fresno ("County") reached an agreement to open a COVID-19 testing center ("Test Center") in the Fresno City College main gymnasium for ninety (90) days. To the extent the Test Center may affect CSEA bargaining unit employees, the District and CSEA agree as follows:

- 1) All cleaning and sanitizing of the Test Center will be handled by County employees or employees contracted by the County. For the period that the Test Center is in operation, unit members will not be required to clean or sanitize the Test Center, including the restrooms in the main gymnasium utilized by Test Center employees or individuals tested for COVID-19.
- 2) All trash removal and disposal for the Test Center will be handled by County employees or employees contracted by the County. For the period that the Test Center is in operation, unit members will not be required to remove or dispose of trash from the Test Center.
- 3) Should the District be made aware that an individual tested at the Test Center is positive for COVID-19, the District will inform CSEA as soon as practicable that there was a positive test result. In no event will the District disclose any personally identifiable information.
- 4) For the period that the Test Center is in operation, unit members will be directed to not enter the main gymnasium where the Test Center is located, unless they have made an appointment on their own time to have a COVID-19 test.
- 5) Upon closing of the Test Center, the District will ensure a third-party cleaning service sanitizes the Test Center before re-opening the main gymnasium for access to unit members.

Should the Test Center remain in operation for longer than the ninety (90) day period, the parties may mutually agree to extend this agreement.

The parties agree that the terms of this MOU are non-precedential and will not constitute a waiver of any rights not specifically addressed in this agreement.

By affixing their signatures to this MOU, the parties acknowledge that the matters set forth are agreed. The signatories signify they are the authorized representatives of the parties to this MOU and that all actions necessary for the parties to ratify and accept this MOU as a binding and bilateral agreement will be

completed in the manner required by each party or by the law. It is agreed and understood that this agreement is subject to CSEA bargaining unit ratification.


This Agreement is made this 7th day of May in the year 2020 in the City of Fresno, County of Fresno, State of California.

State Center Community College District



Julianna D. Mosier, Vice Chancellor, HR

California School Employees Association



Sean Martin, CSEA Chief Negotiator



Annette Carrion, CSEA President, Chapter #379



Susana Chambers, Labor Relations Representative