

## **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 (“Testing Center”) in the Fresno City College main gymnasium for ninety (90) days. The District and CSEA signed a previous MOU regarding the Testing Center that expired on June 30, 2020. The District and the County have reached an agreement that the Testing Center will remain in operation through December 31, 2020. To the extent the Testing Center may affect CSEA bargaining unit employees, the District and CSEA agree as follows:

- 1) All cleaning and sanitizing of the Testing Center will be handled by County employees or employees contracted by the County. For the period that the Testing Center is in operation, unit members will not be required to clean or sanitize the Testing Center, including the restrooms in the main gymnasium utilized by Testing Center employees or individuals tested for COVID-19.
- 2) All trash removal and disposal for the Testing Center will be handled by County employees or employees contracted by the County. For the period that the Testing Center is in operation, unit members will not be required to remove or dispose of trash from the Testing Center.
- 3) Should the District be made aware that an individual tested at the Testing 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 Testing Center is in operation, unit members will be directed to not enter the main gymnasium where the Testing Center is located, unless they have made an appointment on their own time to have a COVID-19 test.
- 5) Upon closing of the Testing Center, the District will ensure a third-party cleaning service sanitizes the Testing Center before re-opening the main gymnasium for access to unit members.
- 6) The District agrees to place large signage, in multiple languages, including but not limited to English and Spanish, to direct the public and students to the Testing Center. The signage will be placed in the areas identified by the Fresno City College President as the current high traffic areas for visitors on campus.
- 7) The District shall have Fresno City College managers remind their employees that they are required to wear an appropriate facial covering while onsite, per the District’s current guidelines. These reminders will be done via email and in any department/division meetings that are held.

- 8) CSEA will hold a meeting with its members to review the MOU and ensure that all unit members are abiding by the terms of the MOU.

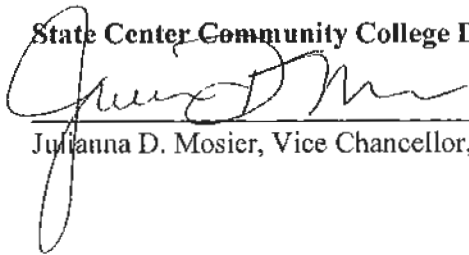
Should the Testing Center remain in operation after December 31, 2020, the parties may mutually agree to extend this agreement for another ninety (90) days.

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 24 day of September in the year 2020, in the City of Fresno, County of Fresno, State of California.

**State Center Community College District**



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Julianna D. Mosier, Vice Chancellor, HR

**California School Employees Association**



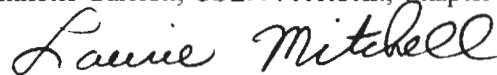
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Sean Martin, CSEA Chief Negotiator



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Annette Carrion, CSEA President, Chapter #379



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Laurie Mitchell, Labor Relations Representative