

**SIDE LETTER AGREEMENT  
BETWEEN THE  
FRESNO UNIFIED SCHOOL DISTRICT  
AND THE FRESNO AREA SUBSTITUTE TEACHERS ASSOCIATION/SEIU LOCAL  
521  
ON RESPONSES TO COVID-19**

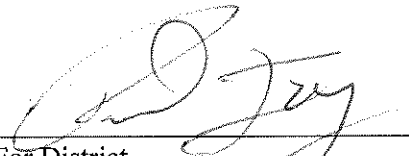
This side letter agreement is entered into between the Fresno Unified School District (District) and the Fresno Area Substitute Teachers Association/SEIU Local 521 ("FASTA") concerning the District's response to the coronavirus ("COVID-19") pandemic.

The District and FASTA 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.

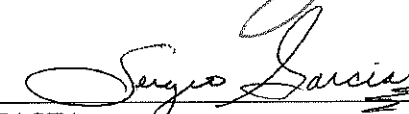
To these ends, the District and FASTA agree as follows:

- 1) The District will utilize the District-wide notification systems to notify employees and FASTA as soon as practicable regarding updates on any impacts to the District caused by COVID-19.
- 2) All provisions of the Parties' Collective Bargaining Agreement apply during any period of school closure except as modified by this Side Letter.
- 3) FASTA substitutes will receive pay for days when they are called upon to work during a school closure.
- 4) If FASTA substitutes are called to report to a work site then the District will provide appropriate Personal Protective Equipment to the substitutes.
- 5) FASTA 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 and either party may request to meet and confer regarding the District's emergency measures.
- 6) 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.
- 7) This Side Letter Agreement shall not be precedent setting nor form any basis for a past practice.
- 8) This Side Letter Agreement is effective March 16, 2020 through June 4, 2020. Should the need for this Side Letter Agreement extend beyond June 4, 2020, the Parties may mutually agree to extend this Agreement as necessary.

Dated: 4/12/2020

By:   
For District

Dated: June 11, 2020

By:   
FASTA