

**SIDE LETTER AGREEMENT
BETWEEN THE
FRESNO UNIFIED SCHOOL DISTRICT
AND THE FRESNO AREA SUBSTITUTE TEACHERS ASSOCIATION/SEIU LOCAL
521
ON SIMULTANEOUS TEACHING FOR THE 2020-2021 SCHOOL YEAR
AND 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 impacts and effects of the District's reopening plan for the 2020-2021 school year and simultaneous teaching, where instruction is conducted both in person and via electronic means at the same time.

As of the date of this Side Letter, 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 school(s) on an emergency basis to slow the spread of infection and illness arising from COVID-19 during the 2020-2021 school year. The Parties also acknowledge the need for additional substitutes to support the District's simultaneous teaching efforts.

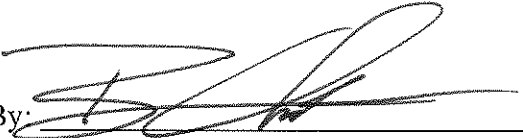
Unless otherwise noted below, the provisions of this Side Letter shall supersede any provisions of the Collective Bargaining Agreement between the Parties that are in conflict for the duration of this Side Letter, or until modified by mutual agreement of the District and the Association. The Parties affirm the obligation to comply with all provisions of the Collective Bargaining Agreement ("CBA") not in conflict with this Side Letter. 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.

The District and FASTA agree as follows:

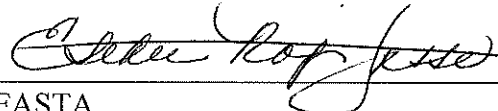
- 1) All FASTA substitutes on the current substitute list may substitute for teacher absences where classes are being taught through simultaneous teaching.
- 2) Both long term and daily FASTA substitutes who provide coverage for classes that are simultaneously taught shall receive an additional \$32.74 per day. This payment will be paid in the June pay period.
- 3) 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.
- 4) 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.

- 5) This Side Letter Agreement shall not be precedent setting nor form any basis for a past practice.
- 6) This agreement shall remain in effect through June 30, 2021 or until the Governor lifts the stay at home order and 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.

Dated: 5/4/2021

By: 
For District

Dated: May 4, 2021

By: 
FASTA