

SIDE LETTER AGREEMENT
BETWEEN THE
FRESNO UNIFIED SCHOOL DISTRICT
AND THE
FRESNO TEACHERS ASSOCIATION

2021-2022 Short Term Independent Study for Students Excluded from School Due to Possible COVID-19 Exposure

The following is a Side Letter Agreement between the Fresno Unified School District (“District”) and the Fresno Teachers Association (“FTA”) regarding the Parties’ agreement on short term independent study options for students excluded from school due to possible COVID-19 exposure during the 2021-2022 school year.

Whereas, current California Department of Public Health (“CDPH”) Guidance requires students to quarantine when they are exposed COVID-19 and/or are experiencing COVID-19 symptoms under certain circumstances;

Whereas, Assembly Bill 130 requires school districts to adopt a plan for offering independent study options to students excluded from school due to COVID-19 exposure;

Whereas, parents and guardians wanting a long term online option in attending school due to their student(s) health being put at risk by in-person instruction have the District’s eLearn Academy that may be available to them, and the District’s plan for offering independent study options to students excluded from school and/or quarantined due to COVID-19 is separate and distinct from eLearn Academy.

Whereas, the Parties desire to memorialize their agreement regarding the independent study plan for students excluded from school and/or quarantined due to COVID-19.

Now therefore, the parties agree as follows:

1. Classroom teachers will have the option to provide independent study in compliance with AB 130 to students excluded from school as a result of COVID-19 through either “Simultaneous Instruction” or through “Independent Study.”
 - a. Classroom teachers must notify their site administrator as soon as possible and no later than Monday August 23, 2021 of their decision regarding Simultaneous Instruction or Independent Study for the first quarter of the 2021-22 school year.
 - b. “Simultaneous Instruction” means instruction by the unit member in which students are online and in person in the same class at the same time. Simultaneous Instruction must comply with all independent study requirements as set forth in the Education Code and AB 130. Simultaneous Instruction shall be available starting on the first day for any student excluded from school and/or quarantined due to COVID-19. The district will ensure that all teachers providing simultaneous instruction have the technology support and equipment necessary to deliver simultaneous virtual and in-person instruction to students. Students who receive virtual learning through simultaneous

instruction must comply with all attendance, classroom start and end times, homework/assignment completion, grading and other classroom policies deemed necessary by the teacher.

Simultaneous Teaching Responsibilities for first quarter of 2021-22 are as follows:

- Designing lessons to include students in the learning who are at home due to quarantine
- Provide live streaming to at-home students for the duration of the class/period.
- Providing assignments to students via an electronic method (i.e. Teams and/or email) and document the completion of graded assignments in ATLAS gradebook.
- Communicate student progress to parents

Please Note: Verification of the number of instructional minutes will be done electronically along with the certification statement that student work is expected and evaluated using the same method and frequency as in-person students during these dates. This is similar to how teachers verified synchronous instructional minutes during the 20-21 school year.

- c. “Independent Study” when capitalized in this Side Letter means teachers provide students with independent study as established by the Education Code and AB 130. Teachers who choose this option shall provide each student who is excluded from school and/or quarantined due to COVID-19 instructional materials that are of the same rigor, educational quality, and intellectual challenge equivalent to in-person student instruction.

Independent Study Teaching Responsibilities for the first quarter of 2021-22 are as follows:

- Design and prepare class materials in advance, so that hard copy materials/assignments can be provided to students at the start of the quarantine period.
- Communicate student progress to parents.
- Outline the assignments/asynchronous work that will be provided to each student (equivalent to classroom-based courses), the number of instructional minutes those assignments are equivalent to, how the work will be evaluated, and the student grade for that work

- d. Classroom teachers selecting either Simultaneous Instruction or Independent Study shall not be solely responsible for obtaining written independent study agreements from parents and/or legal guardians of the student or the student if 18 or over. Site personnel will support teachers in obtaining agreements.
- e. Classroom teachers shall maintain records for obtaining ADA apportionment for students in independent study as required by AB 130.

2. Simultaneous Instruction Pay

- a. Classroom teachers shall receive \$45 per day for Simultaneous Instruction for each school day in the first quarter of the 2021-2022 school year for the additional responsibilities required in providing Simultaneous Instruction.


3. Independent Study Pay

- a. Classroom teachers shall receive \$22.50 per day for Independent Study for each school day in the first quarter of the 2021-2022 school year for the additional responsibilities required in providing Independent Study.

4. Synchronous Instruction for classroom teachers choosing the option of Independent Study
 - i. Grades TK – 6 and K-8 Schools
 - 1) Up to 30 minutes daily synchronous instruction
 - ii. Grades 7 and 8
 - 1) Up to 30 minutes 2-3 times a week synchronous instruction
 - iii. Grades 9 – 12,
 - 1) Up to 30 minutes weekly synchronous instruction
5. The parties agree that the District will assign an existing FTE (i.e. designated school TSA) or provide additional FTE if candidates available to coordinate and support classroom teachers and students for Simultaneous Instruction or Independent Study to ensure Simultaneous Instruction and Independent Study, including the daily live interaction requirement for 7 and 8th grades, meet the requirements of AB 130 to receive ADA.
6. In order to resolve a disagreement regarding minimum day schedules in section 15 of the MOU signed on May 25, 2021 regarding the minimum day schedules for August 12 and 13 of 2021, the parties agree to the following:
 - a. Secondary: The parties agree to reduce the school day of each school site schedule on October 7 and 8 of 2021 based on the scheduled non-instructional minutes (recess/break) built into the August 12th and 13th schedules (i.e. if secondary break was 5 minutes each day on August 12 and 13, then school day for October 7 and 8 would be reduced by 5 minutes)
 - b. Elementary: The parties agree to reduce the teacher's school day with students during two days between October 11 and October 22nd during the week of the Site's planned elementary parent/teacher conferences based on the scheduled non-instructional minutes (recess/break) built into the August 12th and 13th schedules (i.e. if elementary break/recess was 15 minutes each day on August 12 and 13, then the teacher's school day with students for the two days chosen during parent/teacher conference week would be reduced by 15 minutes)
7. Non-Precedent Setting
 - a. This Side Letter Agreement shall not be precedent setting nor form any basis for a past practice.
8. Duration


- a. This Side Letter Agreement shall remain in effect from August 11, 2021 through the first quarter and expire October 8, 2021. The Parties may renew this Side Letter for subsequent quarters of the 2021-2022 school year by mutual agreement.

Dated: 8/17, 2021



Manuel Bonilla, President
Fresno Teachers Association

Dated: 8/17, 2021



Robert G. Nelson, Superintendent
Fresno Unified School District