

SIDE LETTER AGREEMENT ADDENDUM 1

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 as it relates to SPED DIS and RSP teachers, and school site TSAs.

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. Simultaneous Instruction Pay
 - a. All Special Education classroom teachers, including DIS and RSP teachers, providing in-person IEP services/instruction shall provide Simultaneous Instruction to deliver IEP services/instruction, in accordance with students’ IEPs, and shall receive \$45 per day for each school day in the first quarter of the 2021-2022 school year for the additional responsibilities required in providing Simultaneous Instruction to deliver IEP services/instruction.

- b. TSAs assigned to teach in a classroom and provide simultaneous instruction will be paid \$45.00 per day for the actual days of providing simultaneous instruction. TSAs will need to notify their site administration of which day's they provide simultaneous instruction.
- c. Should a TSA be assigned to a classroom for the quarter on a daily basis as the classroom teacher, the TSA shall choose simultaneous pay or independent study pay per section 2 and 3 of the original side letter.
- d. All other school site TSAs shall receive \$22.50 for the additional responsibilities involved in supporting both school sites and students with the Short Term Independent Study Options.
- e. Department TSAs assigned to teach in a classroom and provide independent study will be paid \$22.50 for the actual days they provide independent study. TSAs will need to notify their administration of which day's they provide independent study.
- f. Pay pursuant to section "a" through "e" above are non-cumulative.

B. Non-Precedent Setting

- a. This Side Letter Agreement addendum shall not be precedent setting nor form any basis for a past practice.

C. Duration

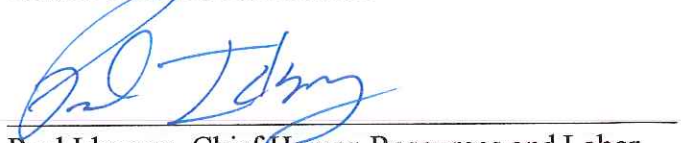
- a. This Side Letter Agreement shall remain in effect from August 11, 2021 through the first quarter and expire October 8, 2021. The Parties may renew this Side Letter for subsequent quarters of the 2021-2022 school year by mutual agreement.

Dated: September 1, 2021



Louis Jamerson, Executive Director
Fresno Teachers Association

Dated: September 1, 2021



Paul Idsvoog, Chief Human Resources and Labor
Relations
Fresno Unified School District