

**SIDE LETTER OF AGREEMENT**  
**Between The**  
**FRESNO UNIFIED SCHOOL DISTRICT**  
**And The**

**FRESNO AREA SUBSTITUTE TEACHERS ASSOCIATION,**  
**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 521**

The Fresno Unified School District (“District”) and the Fresno Area Substitute Teachers Association – SEIU Local 521, (“FASTA”) hereby enter into this Side Letter of Agreement (“Side Letter”) providing compensation to FASTA unit members for providing simultaneous teaching to students on short term independent study due to COVID-19 quarantines.

**Whereas,** current California Department of Public Health (“CDPH”) Guidance requires students to quarantine when they are exposed to 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.

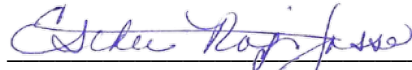
**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. As a result of COVID-19, during the 2021-2022 school year only, the District will provide FASTA unit members an additional \$45.00 per day to be prepared to teach Simultaneous Instruction for the teacher for whom the unit member is substituting.
  - 1.1. “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.
2. For the 21-22 school year only, the District will compensate FASTA unit members that substitute teach at the long term rate for each day they substitute teach due to being required to provide an additional 30 minutes of instruction.
3. Non-Precedent Setting
  - 3.1. This Side Letter Agreement shall not be precedent setting nor form any basis for a past practice.

4. Duration

4.1. This Side Letter Agreement shall remain in effect from August 11, 2021 through June 30, 2022.

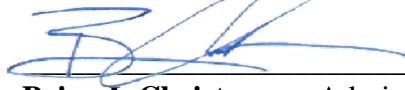
Dated: Sept. 13, 2021



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**Esther Rojas-Jasso**, President  
FASTA – SEIU Local 521

Dated: Sept. 14, 2021



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**Brian L Christensen**, Administrator, HR/Labor Relations  
Fresno Unified School District