# SIDE LETTER OF AGREEMENT

## **Between The**

### FRESNO UNIFIED SCHOOL DISTRICT

### And The

# **CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 125**

### September 3, 2021

The Fresno Unified School District ("District") and the California School Employees Association and Its Chapter 125 ("CSEA") hereby enter into this Side Letter of Agreement ("Side Letter") providing compensation to paraprofessional unit members for providing simultaneous teaching supports 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. The District will provide paraprofessionals that must support Simultaneous Instruction responsibilities as directed by their teacher with \$25.00 for each day in the first quarter of the 2021-2022 school year in which the additional responsibilities of Simultaneous Instruction are required. The Simultaneous Instruction support pay will be prorated for paraprofessionals working less than 6 hours.

(A) "Simultaneous Instruction" means instruction by the classroom teacher 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. Non-Precedent Setting. This Side Letter Agreement addendum shall not be precedent setting nor form any basis for a past practice.

3. Duration



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

Fresno Unified School District

Dated:  $\frac{9/14}{2021}$ , 2021

ber Stephanie Vasquez, President

California School Employees Association and Its Chapter 125

Dated: ,2021

**Denesa Moore,** Labor Relations Representative California School Employees Association and Its Chapter 125

Dated: <u>9/14</u>, 2021

Brian Christensen, Administrator, HR/Labor Relations

2