

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

The following is a Side Letter Agreement between the Fresno Unified School District (“District”) and the Fresno Teachers Association (“FTA”) regarding the impact of the Omicron variant and the commitment of the parties to keep school sites and classrooms open and in-person.

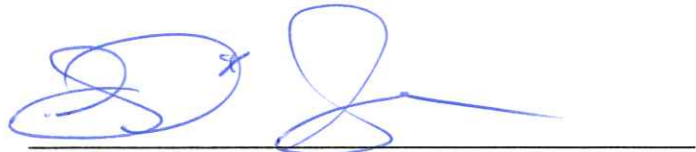
Whereas, the Parties agree the best place for student learning is in the classroom;

Now therefore, the parties agree as follows:

1. Site Administration and/or department supervisors may ask teachers to substitute for an uncovered class (or to receive deployed elementary students).
 - a. The District and FTA encourage all teachers to lean in and assist when and where they can.
 - i. Per article 39, the district may require teachers to cover classes for teachers in case of emergencies.
 - b. If a teacher accepts this request, secondary teachers covering a class period during their prep and elementary teachers receiving deployed students will receive 1 hour of per diem pay.
 - c. Teachers will receive retroactive compensation to Aug. 12, 2021.
2. All remaining scheduled PL/PLC meetings are optional for classroom teachers to attend.
 - a. There shall not be disciplinary action or implied disciplinary action for not attending the optional PL/PLC meetings.
 - i. Designated school teachers are still responsible for attending the remaining designated PL/PLC hours that are scheduled for the year as part of the teacher’s compensation.
 - b. When the metrics for daily new cases per 100k is less than 2 and the positivity rate is less than 2%, the parties agree the remaining scheduled PL/PLC hours will revert back to section nineteen (19) of the agreed upon 2021-22 side letter signed on May 25, 2021.

3. All Buyback days and times will remain in alignment with section fourteen (14) of the agreed upon 2021-22 side-letter signed on May 25, 2021.
4. Site administration may schedule up to four (4) Nuts and Bolts meetings for the remainder of the school year.
5. Classroom teachers have the option to leave after the conclusion of instruction on days where there are no “nuts-and-bolts” meetings and all professional duties have been fulfilled per the CBA (IEPs, school dismissal responsibilities, parent contacts/meetings, admin conversations, etc).
 - a. When the metrics for daily new cases per 100k is less than 5.9 and the positivity rate is less than 4.9% for three consecutive weeks, classroom teachers will revert back to the duty day/work day per the CBA.
6. Pursuant to section 8. of the Parties’ Side Letter Agreement signed on August 17, 2021, the duration of the Side Letter Agreement is hereby extended through the third quarter of the 2021-2022 school year, ending March 18, 2022.
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 through the remainder of the 2021-2022 school year.

Dated: February 2, 2022



Louis Jamerson, Executive Director
Fresno Teachers Association

Dated: 02/28/, 2022



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