

**SIDE LETTER AGREEMENT
BETWEEN
FRESNO UNIFIED SCHOOL DISTRICT
AND
FRESNO TEACHERS ASSOCIATION
REGARDING
IN-PERSON RETURN FOR TARGETED SPECIALIZED SUPPORTS AND SERVICES
DURING THE 2020-2021 SCHOOL YEAR.**

The Fresno Unified School District ("District") and the Fresno Teachers Association ("Association"), jointly known as the Parties ("Parties") enter into this Side Letter Agreement ("Agreement") regarding in-person targeted specialized supports and services for students during the 2020-2021 school year.

The Parties recognize that on August 24, 2020 and as updated on September 4, 2020 the CDPH has authorized school districts to have small groups of students return to school for in-person targeted specialized supports and services. The District is returning small groups of students to school to receive in-person targeted specialized supports and services consistent with the CDPH guidelines.

The Parties agree to the following:

Unless otherwise noted below, the provisions of this Agreement shall supersede any provisions of the Collective Bargaining Agreement between the Parties that are in conflict for the duration of this Agreement, or until modified by mutual agreement of the District and the Association. The Parties affirm the obligation to comply with all provisions of the Collective Bargaining Agreement ("CBA") not in conflict with this Agreement. Further, the Parties affirm that all provisions of the Educational Employment Relations Act ("EERA") California Government Codes 3540 et seq. apply and remain in effect.

The Parties Agree as follows:

Personal Protective Equipment ("PPE")

1. The District shall provide PPE to all unit members and students for every day that unit members or students report to school sites.
2. Unit members may bring their own PPE so long as the PPE complies with county public health guidelines.

Face Coverings, Hand Washing and Hand Sanitizer

3. In reference to 1.1 above, the District shall provide face coverings to all unit members and students for every day that a unit member or student reports to a worksite.
4. Face coverings are required to be worn properly at all times by all individuals on a school campus, indoors or outdoors as required by local public health guidelines
5. N95 respirators shall be fit-tested and provided to:

5.1 Nurses caring for individuals who get sick at the worksite with possible symptoms of COVID-19 illness;

6.All individuals shall be required to wash their hands or use hand sanitizer upon entering district sites and every time a classroom or workspace is entered.

7.Hand sanitizer is available for all work spaces, including all classrooms with or without sinks, for students and staff.

8.If hand sanitizer, PPE, or other health and safety tools are not available, contact site administration.

Cleaning

9.The District shall ensure that all classroom spaces, restrooms, common spaces, and workspaces are cleaned and disinfected daily by trained custodial personnel, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant necessary. No teachers or students will be required to clean classrooms.

10.The Parties agree that every staff member has a responsibility for cleaning frequently touched surfaces in their immediate work space throughout the day as an additional cleaning safety measure.-

Physical Distancing

11.The District shall ensure minimum physical distancing of student workspaces, between educator and student workspaces, and between employee workspaces (Currently 6 feet) as recommended by the California Department of Public Health and the Fresno County Health Department.

Signs and Visual Reminders

12. School sites will have signage throughout campus to encourage safety measures for hand hygiene, physical distancing, directional movement and health screenings.

Ventilation

13.The District will follow the guidance from the California Department of Public Health on School Reopening regarding proper ventilation and maximizing airflow, where practical.

Screening, Testing and Contact Tracing

14.Health screening, testing and contact tracing shall be based on Fresno County Department of Public Health guidance.

14.1.Health screening shall be done by unit members through a self-screening method prior to coming to the worksite.

14.2.Health testing shall be provided free of charge by the district and shall be based on the Fresno County Department of Health Guidance.

15. The District shall follow isolation procedures as recommended by the Fresno County Department of Public Health.

COVID-19 EXPOSURE

16. Staff, administrators, and students who are sick are expected to remain home and shall not be permitted on a District site while sick to reduce the risk of potential exposure on our sites.
17. The Parties agree to follow the District's exposure protocols as determined by the Health Services Department and the District's COVID-19 Action Team ("CAT") for known or suspected cases of COVID-19 on school campuses. Upon notification of an employee or student being infected with COVID-19, the district shall initiate contact tracing procedures in cooperation with local health department officials and guidelines.
18. Days of isolation, quarantine, and communication shall be determine by the guidance of Fresno County Health Department guidelines as outlined in Appendix A.

Accommodation

19. The Parties acknowledge that the interactive accommodation process may be required to make work safe for unit members with health conditions that heighten the risk of severe outcomes with COVID-19.
20. The District agrees to maintain procedures for keeping confidential unit member communications about non-COVID health conditions.
21. The District agrees to initiate in a timely manner the interactive process for unit members whose medical doctor designates them as "high risk," "vulnerable," or equivalent terminology as related to exposure to COVID-19.
22. The District may provide reasonable accommodation for unit members particularly vulnerable to COVID-19 due to a medical condition, including but not limited to:
 - 22.1. Providing additional or enhanced PPE;
 - 22.2. Placing physical barriers to separate the vulnerable unit member from staff, students, or other individuals on campus;
 - 22.3. Eliminating, reducing, or substituting, non-essential job functions that create more risk of exposure;
 - 22.4. Moving the unit member workstations; and
 - 22.5. If available, transferring or reassigning the unit member to a distance learning assignment or an assignment with minimal daily contacts with others.
23. When no reasonable accommodation can be reached, the unit member shall be entitled to use accumulated sick leave or other available paid and unpaid leaves.

In-Person Targeted Specialized Supports and Services for Small Groups

24. The District may return students in small groups for in-person targeted specialized supports and services as authorized by the CDPH on August 24, 2020 and updated on September 4, 2020. The District may choose to provide in-person targeted specialized services and supports five (5) days per week for the students described in SB98 so long as they are part of a stable classroom cohort as per CDPH guidelines for all five days while maintaining all other provisions of this Side Letter.

25. Identified DIS 1:1 services, Nurses, and five (5) identified educators at Pilot sites (Greenberg, Muir, Robinson, Starr and Powers) shall provide IEP services to small cohorts of students or to individual students who need services in-person. Starting October 12, 2020 Through December 18, 2020 these identified educators referenced above who provide at least 15 minutes of services to a student who (1) requires direct physical contact; (2) cannot maintain social distance, of at least six (6) feet, and (3) cannot wear a face covering (due to a verified medical or behavioral condition), shall receive a 5% differential rate for the actual time the member provides the service as determined by site leadership and or department direction. This 5% differential pay shall only be in effect during the remainder of the FUSD 2020-21 first semester and ceases as of December 18, 2020.
26. Commencing on November 2, 2020 and through the remainder of the first semester, the District shall continue to phase in additional small cohorts of students utilizing FTA unit members volunteering to provide in-person school based services to students and prototyping education models to prepare for second semester starting after winter break.

Distance Learning Supplies

27. In addition to the \$315 for classroom supplies, unit members shall be able to submit receipts for reimbursement up to an additional \$200 in purchases for classroom supplies to serve an educational purpose during COVID 19 Distance Learning. Reimbursement receipts must be submitted by April 1, 2021 to be processed for reimbursement. This additional classroom supply provision is non-precedent setting and provided as a result of COVID-19.

District Technology Platforms

28. District approved platforms will be used.

28.1. The reimbursement for software applications for distance learning due to COVID-19 requires prior approval to ensure no similar district provided application is available and/or zero cost option available.

In-Person Meetings:

29. In-person meetings may occur if in compliance with Fresno County Department of Health.

Adherence to Health Guidelines and Orders

31. The District shall adhere to the COVID-19 guidelines and orders issued by the Fresno County Health Department .

Leaves

32. Except as otherwise provided by federal or state responses to COVID-19 (i.e. Families first Coronavirus Relief Act ("FFCRA"), the leave policies, practices and requirements in the Parties' collective bargaining agreement continue to apply.

Evaluations

33. With the exception of non-permanent certificated unit members and members NMS ratings on their most recent evaluation, annual evaluations for unit members shall be suspended for the 20-21 school year.

Meet and Confer

34. The District and Association will continue to meet on a regular basis during the pandemic for feedback and any possible changes that may need to be addressed.

Compliance with further governmental orders

35. The parties all recognize that the COVID-19 epidemic is evolving and so is governmental response. The parties will comply with further state or federal legislation or orders as they affect the terms and conditions of employment of bargaining-unit members, and will bargain as needed over the effects of such further directives.

Stipends (EPES)

36. Agreement: Unit members shall continue to receive their stipend only if they can continue to perform their duties remotely or in person. If a program cannot be sustained during distance learning the stipend will not be paid to the unit member, unless the unit member has already signed an agreement and started to perform the duties.

Non-Precedent Setting

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

Duration


38. This Side Letter shall remain in effect from October 12, 2020 through December 18, 2020



Manuel Bonilla
President
Fresno Teachers Association

November 23, 2020

Date



Robert G. Nelson
Superintendent
Fresno Unified School District

Dec. 2, 2020

Date

Appendix A

<https://www.co.fresno.ca.us/Home/ShowDocument?id=49500>

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