

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 Parties’ agreement on nurse responsibilities related to the District’s COVID-19 protocols and procedures.

Whereas, the California Department of Public Health Guidance for K-12 Schools in California, 2021-22 School Year (“CDPH Guidance”) includes measures to enable all schools to offer and provide full in-person instruction to all students safely, consistent with the current scientific evidence about COVID-19, even if pandemic dynamics shift throughout the school year, affected by vaccination rates and the potential emergence of viral variants.

Whereas, part of the District’s COVID-19 response requires nurses to provide additional necessary services and supports to symptomatic students.

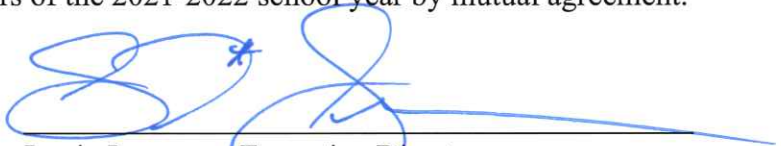
Whereas, the Parties desire to memorialize their agreement regarding increased responsibilities for nurses as a result of COVID-19.

Now therefore, the parties agree as follows:

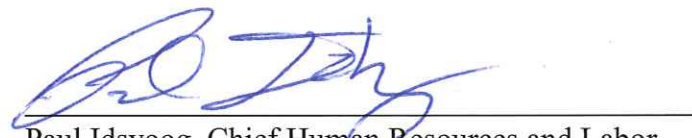
1. Nurses have the following additional responsibilities when symptomatic students are sent to the nurse’s office due to COVID-19:
 - a. If there are COVID-19 related symptoms, the student is sent to the isolation room.
 - b. The nurse assesses the student to determine whether the student’s symptoms are COVID-19 related.
 - i. If the nurse determines that the student DOES NOT have COVID-19 symptoms, the nurse completes the medical process as normal.
 - ii. If the nurse determines that the student DOES have COVID-19 symptoms, the student remains in the isolation room to wait for parent/guardian pick-up.
 - c. The nurse notifies support staff of the student’s COVID-19 symptoms.
 - d. The nurse enters the necessary information into Frontline COVID-19 data.

- e. Nurses shall also update student health status in Frontline when a student, parent, or guardian provides a note from a healthcare provider verifying COVID-19 or an alternate diagnosis of symptoms.
2. To recognize the increased volume and complexity of the additional cases, all nurses who have done COVID 19 related work prior to the implementation of this agreement will be compensated 2 hours of per diem pay for each day of work from the first day of school (August 12, 2021) until this agreement is signed by both parties.
3. In recognition of the ongoing and increased volume of symptomatic students and the additional work necessary to properly manage COVID 19 cases, Nurses will automatically be compensated \$48.00 per day starting the day after this agreement is signed by both parties. Should the nurse need to stay after the eight (8) hour workday to complete this work, the nurse will be compensated per diem rate for the additional time. The nurse is responsible for turning in extra time per normal business practices to the Health Services Office.
4. In recognition of the increase in Nurse responsibilities due to positive COVID 19 cases, nurses who volunteer to do additional positive case work, when requested by the District, will be compensated per diem rate for the additional time. The nurse is responsible for turning in extra time per normal business practices to the Health Services Office.
5. Attachment "A" is included for informational purposes only.
6. Non-Precedent Setting
 - a. This Side Letter Agreement addendum shall not be precedent setting nor form any basis for a past practice.
7. Duration
 - a. This Side Letter Agreement shall remain in effect from August 12, 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: October 7, 2021


Louis Jamerson, Executive Director
Fresno Teachers Association

Dated: October 7, 2021


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