

SIDE LETTER OF AGREEMENT

Between The

FRESNO UNIFIED SCHOOL DISTRICT

And The

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

The Fresno Unified School District (“District”) and the International Association of Machinists and Aerospace Workers (“IAMAW”) hereby enter into this Side Letter of Agreement (“Side Letter”) providing parity for compensation pursuant to the Negotiated Agreement between Fresno Unified School District and the California School Employees Association (CSEA)

WHEREAS, the Parties have not mutually agreed to reopen the Collective Bargaining Agreement; and

WHEREAS, IAMAW has parity language in Appendix A of the Collective Bargaining Agreement and this side letter memorializes increases to the health and welfare/compensation package for the 2021-2022 school year pursuant to that section.


NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The District will make a one-time \$8.0 million contribution to the Joint Health Management Fund for the purpose of the Joint Health Management Board to work in collaboration on how the monies can be used to benefit employees with their health needs for the immediate short term during the pandemic and recovery. The Parties Agree to the following utilization of the \$8.0 million one-time contribution:
 - 1.1. Increase the current 90/10 health care option to 95/5 per the request of labor during the April 22, 2021 JHMB meeting for the period of January 1, 2022 through December 31, 2024, with the plan to be reviewed and managed by the JHMB per the language in the CBA.
 - 1.1.1. The District is not required to make any additional one-time contributions to the health fund during the period specified in section 1.1.
 - 1.1.2. The remainder of the \$8.0 million one-time contribution will go back into the Joint Health Management reserve fund.
 - 1.1.3. All health plan changes and modifications agreed upon within this MOU will be regularly reviewed and managed by the JHMB in accordance with the CBA to ensure the fiscal sustainability and stability of the plans and fund.
2. 2021-2022: The parties agree that based on the following contingency language, the Salary Schedule for 2021-2022 may be increased as set forth below:
 - 2.1. If the District’s 2021-2022 first interim LCFF Revenue Limit Sources (Line A.1.) for 2021-2022 are \$19,386,717 above the 2020-2021 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 1% increase to all Salary Schedules effective July 1, 2021.
 - 2.2. If the District’s 2021-2022 first interim LCFF Revenue Limit Sources (Line A.1.) for 2021-2022 are \$19,850,613 above the 2020-2021 unaudited actual LCFF Revenue Limit Sources



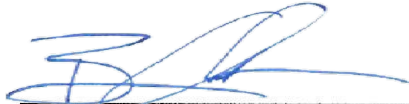
- (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 1.5% increase to all Salary Schedules effective July 1, 2021.
- 2.3.If the District's 2021-2022 first interim LCFF Revenue Limit Sources (Line A.1.) for 2021-2022 are \$22,786,316 above the 2020-2021 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 2.0% increase to all Salary Schedules effective July 1, 2021.
- 2.4.If the District's 2021-2022 first interim LCFF Revenue Limit Sources (Line A.1.) for 2021-2022 are \$25,728,943 above the 2020-2021 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 2.5% increase to all Salary Schedules effective July 1, 2021.
- 2.5.If the District's 2021-2022 first interim LCFF Revenue Limit Sources (Line A.1.) for 2021-2022 are \$28,664,646 above the 2020-2021 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 3.0% increase to all Salary Schedules effective July 1, 2021.
- 2.6.These contingencies are not cumulative. The Parties agree that for purposes of determining the first interim 2021-2022 LCFF Revenue Limit Sources, "Line A.1" on the following: (1) the COLA utilized shall be as set forth in the State's Final Adopted Budget as of June 30, 2021; (2) the District's 3-year rolling average Unduplicated Pupil Percentage shall be based on the most recently certified CalPADS report (January 2021); and, (3) shall utilize ADA as included in the 2020-2021 "Second Principal Apportionment Report" (P-2) to the California Department of Education. The parties agree that the attached Fair Share Calculation shall be used to determine the salary increases in the above contingency language.
3. The District will provide one additional day of pay for all permanent employees to prepare their workspaces for the return to school. This is a current non workday (i.e. one Saturday for 12 month employees, one day during spring break for employees that work less than 12 months)
4. The parties recognize that Labor Code section 248.2 and 248.3, also known as SB 95, provides employees with ten days total of paid leave for coronavirus-related absences and child care due to school closure or child care unavailability issues (which expires on September 30, 2021).
5. The District will provide all permanent full-time unit members a \$3,500 one-time payment (prorated amount for permanent part-time employees).
6. Non-Precedent Setting
- 6.1.This Side Letter Agreement shall not be precedent setting nor form any basis for a past practice.
7. Duration
- 7.1 This Side Letter Agreement shall remain in effect from May 24, 2021 through June 30, 2022.

Dated: 05-25, 2021



Jeremy Celaya, Business Representative
International Association of Machinist and Aerospace
Workers

Dated: May 25, 2021



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

