# 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 to provide FTA bargaining unit members with a one-time payment consistent with a one-time payment negotiated between the District and other bargaining units for 2022-2023.

Whereas, the parties entered into a Memorandum of Understanding in May of 2021 closing negotiations for the 2022-2023 school year after the parties agreed to a contingency formula for a salary increase for 2022-2023 as well as a \$3,500 one-time payment, and an increase in health plan options from a 90/10 to a 95/5 health plan; and

Whereas, the District and Service Employees International Unit, Local 521 entered into an agreement on April 12, 2023 which included a negotiated salary increase in 2022-2023 with the same contingency language as FTA, and an additional \$5,000 one-time payment; and

Whereas, while the contract has remained closed for 2022-2023, the District is offering FTA the same one-time payment received by other bargaining units consistent with its history with FTA although not being obligated by way of any parity requirements; and

Whereas, the contract for 2022-23 has been, and shall remain closed.

Now therefore, the parties agree to the following:

- 1. **Recitals.** The foregoing recitals are true and correct.
- 2. **One-Time Payment to FTA Members.** Consisting with all other bargaining units' one-time payment in 2022-2023, FTA members in active status on July 31, 2023, and who are currently in paid status shall receive a one-time, off schedule payment of \$5,000 of their base salary prorated based on an employee's FTE payable before December 31, 2023. Employees hired after July 1, 2022, shall receive the one-time payment prorated according to the percentage of duty year worked.
- 3. **Non-Precedent Setting.** This Side Letter Agreement shall be neither precedent setting nor form any basis for a past practice.

Dated: _	10/3/	, 2023	Louis Jamerson, Executive Director Fresno Teachers Association
Dated: _	10/31	, 2023	
			David Chavez, Chief Human Resources/Labor
			Relations
			Fresno Unified School District