

**SIDE LETTER OF AGREEMENT**

**Between The**

**FRESNO UNIFIED SCHOOL DISTRICT**

**And The**

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS FRESNO CHAPTER 125**

**May 20, 2021**

The Fresno Unified School District ("District") and the California School Employees Association and Its Fresno Chapter 125 ("CSEA") hereby enter into this Side Letter of Agreement ("Side Letter") resolving salary negotiations for the 2021-2022 school year.

The District and CSEA hereby agree to the terms and conditions set forth below:

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.

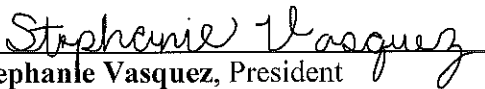
2.5. If the District's 2021-2022 first interim LCFF Revenue Limit Sources (Line A.1.) for 2021-2022 are \$28,664,646 above the 2020-2021 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 3.0% 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.


2.7. This resolves the Parties' negotiations on Article 23 for the 2021-2022 school year.

3. The District will provide all permanent full-time unit members a \$3,500 one-time payment (prorated amount for permanent part-time employees).


Dated: 5-20, 2021

  
Stephanie Vasquez, President  
California School Employees Association and Its Fresno  
Chapter 125

Dated: May 20, 2021

  
Denesa Moore, Labor Relations Representative  
California School Employees Association

Dated: May 20, 2021

  
Robert G. Nelson, Superintendent  
Fresno Unified School District