

**SIDE LETTER OF AGREEMENT  
MODIFYING THE 2023-2026 MEMORANDUM OF  
UNDERSTANDING BETWEEN SAN MATEO COUNTY  
FIREFIGHTERS IAFF LOCAL 2400, DISTRICT 10, AND THE  
MENLO PARK FIRE PROTECTION DISTRICT**

This Side Letter of Agreement (“Side Letter”) is entered into by and between the Menlo Park Fire Protection District (“District”) and the San Mateo County Firefighters IAFF Local 2400, District 10 (“IAFF”).

**RECITALS**

WHEREAS, District and IAFF entered into a Memorandum of Understanding effective June 24, 2023, through June 30, 2026 (“MOU”); and

WHEREAS, the District and IAFF desire to modify certain terms and conditions of the MOU as set forth in this Side Letter:

The District and IAFF agree as follows:

**TERMS**

1. The second and last paragraph of MOU Section 2.10, “Educational Reimbursement,” shall be amended as follows:

Second Paragraph

An employee will be reimbursed up to a total of two thousand dollars (\$2,000), per person, per fiscal year, for books, tuition, mileage, backfill, overtime, and associated fees. Classes need to be completed by the end of the applicable fiscal year (budget necessity). Unused funds shall not carry over to the next fiscal year.

Last Paragraph

In addition, an employee that has used the full \$2,000 in a fiscal year consistent with the rules and requirements set forth above shall be eligible for up to an additional \$2,000 in reimbursement for that fiscal year for tuition and/or books, and no other categories, for approved college courses that are part of an approved accredited college degree program.

Note: The adjusted cap will take effect on January 16, 2024, following Board approval. If an employee has reached the \$2,000 reimbursement limit by January 16, 2024, no additional reimbursements will be made. If an employee has already exceeded the \$2,000 reimbursement limit by January 16, 2024, they will be grandfathered and will not be required to repay the amount reimbursed that is in

excess of \$2,000.

2. MOU Section 5.1. Health Benefits Allowance shall be replaced in its entirety with the following:

The District shall secure and make available to all eligible employees, medical insurance, accidental death and dismemberment insurance, child care reimbursement, and excess medical expense reimbursement, plans under the District's cafeteria plan as defined in Section 125 of the Internal Revenue Code. See salary section about payroll deductions. The District's contribution for insurance and other benefit coverage available under the cafeteria plan is referred to as the Health Benefits Allowance (HBA). Effective with the February 7, 2024 paycheck, the monthly HBA shall be set at the following dollar amounts:

- Effective with the February 7, 2024 paycheck and through the end of the 2024 plan year: An amount equal to 100% of Kaiser Family Region One - \$2,655.67, which is inclusive of the District's required Public Employees' Medical and Hospital Care Act (PEMHCA) contribution.
- January 2025 Plan Year: 100% of Kaiser Family Region One, which is inclusive of PEMHCA, up to a maximum of \$2,815.01/month
- January 2026 Plan Year: 100% of Kaiser Family Region One\*, which is inclusive of PEMHCA, up to a maximum of \$2,983.91/month.

The District's contribution as established above shall be the maximum amount required, and the District shall not be responsible for the contribution of any sum in addition to those established by the terms of this MOU. In the event premiums and/or costs for the benefits selected by the employee exceed the amount in the HBA, the balance will be paid by the employee through automatic pretax payroll deduction, as allowed under Internal Revenue Code Section 125. Employees not exhausting HBA amounts for the purchase of benefits under the cafeteria plan may choose to allocate monthly sums toward, employee life insurance, flex spending dependent care, flex spending medical, and other eligible benefits specified in the program

Employees who are eligible to opt out of District sponsored health coverage and provide proof of other health coverage, will be given the option to use \$1,100/month towards, employee life insurance, flex spending dependent care, flex spending medical, and other eligible benefits specified in the program.

Dental: The District shall contribute one hundred twenty-seven dollars (\$127.00) per month toward the District's dental plan for employees under the District-wide dental program. It will be pro-rated at the beginning and end of employment. During the term of this agreement, the District shall pay any administrator fees.

Any surplus at the end of the dental plan year shall be carried over to the following dental plan year. An employee’s eligibility to use the maximum annual benefit, exclusive of use for orthodontia, shall be front-loaded to the beginning of the plan year.

Contingent on implementation for other employee groups, including agreement and satisfaction of applicable meet and confer for represented employees, the District and Union agree (a) if there is no surplus at the end of the 2023 or 2024 dental plan years, the District shall increase its monthly contribution by \$5/month per employee over the prior dental plan year; (b) regardless of the status of any surplus or carryover of dental funds at the end of the 2025 dental plan year, the District shall increase its monthly contribution by \$5/month per employee over the prior dental plan year in the 2026 dental plan year; and (c) the orthodontia limit shall be increased to \$3,500 per plan year.

3. All changes in this Side Letter will be incorporated into the successor District-IAFF MOU.

4. It is understood and agreed that the specific provisions contained in this Side Letter shall supersede any previous agreements, whether oral or written, regarding the matters expressly addressed herein.

5. Assuming signatures of all parties below, and following Board approval, this Side Letter shall become effective January 16, 2024.

Dated: 1/17/2024

DocuSigned by:  
Mark Lorenzen  
MARK LORENZEN  
Fire Chief

Dated: 1/17/2024

DocuSigned by:  
Francine Hunt  
FRANCINE HUNT  
Administrative Services Director

Dated: 1/19/2024

DocuSigned by:  
Jon Crawford  
JON CRAWFORD  
Jon Crawford, IAFF District 10 Representative  
Goyette, Ruano & Thompson

Dated: 1/17/2024

DocuSigned by:  
Jason Puccinelli  
JASON PUCCINELLI  
District Vice President, IAFF District 10

1/18/2024

DocuSigned by:  
Nick Gracia  
NICK GRACIA