

**SIDE LETTER OF AGREEMENT  
BETWEEN  
SAN JUAN UNIFIED SCHOOL DISTRICT (District)  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION,  
AND ITS SAN JUAN CHAPTER NO. 127 (CSEA)**

***Re: Recruitment and Retention Bonus for Extended School Year (ESY) Positions***

This Side Letter of Agreement (SLA) is between the California School Employees Association and its San Juan Chapter No. 127 (CSEA) and San Juan Unified School District (District) concerning one-time recruitment and retention bonuses to classified staff who are selected to work in the District's Extended School Year (ESY) program providing direct services to students in 2023. The parties have met and agreed to the following:

**Background:**

Throughout the region, the recruitment and retention of classified staff with experience in special education to serve the ESY summer program has become increasingly challenging.

**Intent:**

The District and CSEA share an interest in recruiting and retaining classified staff who have first-hand experience and relationships with our schools and students for the ESY Program in the summer of 2023.

**Agreement:**

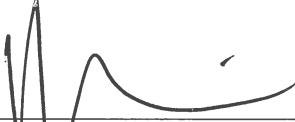
The District and the CSEA, hereby agree to the following provisions for the term of this Side Letter of Agreement:

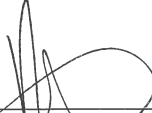
**1. Compensation and Eligibility:**


- a. The one-time recruitment and retention bonus for this work will be \$1,250 and will represent a commitment for the entire ESY summer program June 20th-July 21st.
- b. Members selected for eligible positions will receive payment no later than June 30, 2023.
  - i. In order to receive the bonus, selected members must commit to the position prior to the end of the regular school year and participate in their role for the entire ESY program duration in the summer of 2023.
  - ii. If a member is unable to fulfill their commitment due to extenuating circumstances, the member will give at least two weeks' notice.
    1. Government Code section 19838 requires the District to attempt to recoup a pro rata share of the stipend for any unfilled commitment.
    2. For the purposes of calculating the pro rata share of the stipend, the time period of June 20-July 21 (19 instructional days) will be considered the time period of this position.
  - iii. If a member is released from doing the work at the instigation of the site or district, the member will be entitled to keep their bonus without reduction.
  - iv. Pursuant to California Labor Code 510, a member's overtime rate will be adjusted upward during the pay period that the bonus is received.

- v. This bonus shall not increase a member's base pay and cannot be used to calculate a member's retirement benefits.
- c. The funding source for these bonuses requires that funds be used for direct services to students. Therefore, only the following classifications are eligible to receive this bonus:
  - i. Certified Occupational Therapist Assistants
  - ii. Instructional Assistant II
  - iii. Instructional Assistant III
  - iv. LVN - Health Instructional Assistant
  - v. Instructional Assistant - Multiple Severely Handicapped
  - vi. Instructional Assistant - Ortho/Visually Impaired
  - vii. Instructional Assistant - Deaf and Hard-of-Hearing
  - viii. Occupational Therapists
  - ix. Speech and Language Pathology Assistants
    - 1. The Special Education Department will provide Payroll with a list of all staff in the classifications above who work ESY in 2023.

This Side Letter of Agreement is non-precedential and will sunset on **August 10, 2023**. This Side Letter may be revised and/or extended by mutual agreement between the District and Association.

  
 \_\_\_\_\_ 4-17-23  
 Daniel Thigpen Date  
 Executive Director  
 Labor Relations & Government Affairs  
 San Juan Unified School District

  
 \_\_\_\_\_ 04.17.23  
 Adara Clark-Gunn Date  
 President  
 California School Employees Association

  
 \_\_\_\_\_ 4-17-23  
 Kurt Benfield Date  
 Labor Relations Representative  
 California School Employees Association