

**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: Compensation for Bilingual Services Program***

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 compensation to clerical staff who have provided bilingual services in addition to their regular duties. The parties have met and agreed to the following:

Background:

During the 2017-18 and 2018-19 school years, the District and CSEA implemented a Bilingual Services Pilot that compensated clerical staff, who, in addition to their regular duties, were frequently called upon to speak, read and interpret a non-English language, or to converse fluently in a non-English language. Employees identified for this program were to be paid a differential equal to the Second Shift Differential in Article 6.2.2 in the Collective Bargaining Agreement (CBA).

Article 6.10 of the CBA (General Unit) made this pilot program permanent effective July 1, 2020. However, due to the years-long disruptions caused by the COVID-19 pandemic, the program was not fully implemented. However, the District and CSEA have been made aware that some employees are still providing services that would be eligible for compensation under Article 6.10.


Agreement:

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


1. Within 45 calendar days of the signing of this agreement, the District and CSEA will work together to verify:
 - a. the employees who the District and CSEA agree are known to have participated in the program (20 total employees) by voluntarily providing bilingual services during any or all of the following school years:
 - i. 2020-21
 - ii. 2021-22
 - iii. 2022-23
 - iv. 2023-24
 - b. the number of work days these employees provided bilingual services during each school year
 - c. whether an employee wishes to continue providing bilingual services for the remainder of 2023-24
2. Within 30 days of verifying the information outlined in Section 1(a-c) of this SLA, identified CSEA members will receive retroactive payment.

3. Employees who confirm their continued participation in the Bilingual Services Program for 2023-24 will be paid under the terms of Article 6.10.
4. The parties agree to create a formal process for implementing Article 6.10 in advance of the 2024-25 school year.

This Side Letter of Agreement is non-precedential and will sunset on June 30, 2024. This Side Letter may be revised and/or extended by mutual agreement between the District and CSEA.

 2-16-24

Daniel Thigpen
Executive Director
Labor Relations and Government Affairs
San Juan Unified School District

 2.16.24

Adara Clark-Gunn
President
California School Employees Association

 3-4-24

Kurt Benfield
Labor Relations Representative
California School Employees Association