

**MEMORANDUM OF UNDERSTANDING AND INDIVIDUAL RELEASE AGREEMENT  
BETWEEN SAN JUAN UNIFIED SCHOOL DISTRICT AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND  
ITS SAN JUAN CHAPTER NO. 127**

**Re: Resolution of Shift Differential Payment Errors and Work-Year Calendar Impacts**

**I. PARTIES AND PURPOSE**

This Memorandum of Understanding and Individual Release Agreement (“Agreement”) is entered into by and between the San Juan Unified School District (“District”) and the California School Employees Association and its San Juan Chapter No. 127 (“CSEA”). The purpose of this Agreement is to resolve issues related to shift differential payment errors and work-year calendar misalignment affecting certain employees during the fiscal years identified herein, and to provide a full and final resolution of those matters.

**II. BACKGROUND**

During the 2023–2024 school year, the District identified errors in multiple years of contractual shift differential pay calculations, which resulted in both underpayments and overpayments to certain employees. In addition, the District determined that prior work-year calendars for certain 260-day employees were not aligned with contractual expectations. Both issues have been corrected beginning in the 2024–2025 fiscal year, and this Agreement is intended to resolve all issues arising from the prior fiscal years addressed herein.

**III. TERMS OF AGREEMENT**

**A. Shift Differential Payment Error Resolution**

The District agrees that no later than May 30, 2026, it will provide CSEA with a list of all permanent, active CSEA members employed as of the effective date of this Agreement who were employees who were employed during Fiscal Years 2022–2023 and 2023–2024 and who experienced shift differential underpayments, along with an estimated payment amount attributable to those underpayments. Each identified employee shall receive written notice of their estimated payment amount and an Individual Release and Waiver Agreement incorporated within this document as attachment A. As a condition of receiving payment, the employee must execute and return the Individual Release Agreement no later than June 30, 2026. The District agrees that no later than August 30, 2026, it will issue payment to all employees who timely return a signed Individual Release Agreement. The parties further acknowledge that certain employees were overpaid as a result of the same errors, and the District retains its rights and obligations under Education Code section 44042.5 to seek recovery of any overpaid wages, as applicable.

**B. Work-Year Calendar Alignment (260-Day Employees)**

The District agrees that all permanent, active CSEA members employed as of the effective date of this Agreement who were assigned a 260-day work year shall receive one floating holiday, calculated hour-for-hour, for each day worked beyond 260 days in Fiscal Years 2021–2022 and 2022–2023. The District shall notify impacted employees no later than June 30, 2026, of the number of floating holiday hours to be credited and the procedures for use. These floating holidays must be used by June 30, 2027, and shall be subject to prior approval from the employee’s supervisor consistent with standard leave practices. Any unused balance as of June 30, 2027, shall be paid out, and if an eligible employee

separates from employment or retires prior to that date, any unused balance shall be paid out at separation.

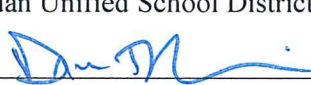
**C. Non-Precedential Effect**

This Agreement is non-precedential and shall not establish a past practice or interpretation of the Collective Bargaining Agreement. This Agreement may only be modified by mutual written agreement between the District and CSEA.

**V. SIGNATURES**

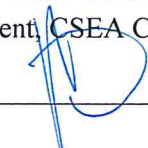
**FOR THE DISTRICT**

Daniel Thigpen  
Chief of Staff  
San Juan Unified School District


Date:  5/11/2026

**FOR CSEA**

Adara Clark-Gunn  
President, CSEA Chapter No. 127

Date:  05.11.26

Kurt Benfield  
Labor Relations Representative, CSEA

Date:  5/11/26