Memorandum of Understanding between La Mesa-Spring Valley Schools ("District") and California School Employees Association and its Chapter 419 ("Association," together with District, "Parties") Regarding Paraprofessional-Special Education Hiring Incentives Date of Full Execution: December 15, 2022

The District and the Association enter into this Memorandum of Understanding ("MOU") regarding hiring incentives to address difficulties in the hiring of Paraprofessional-Special Education ("PPSE").

- 1. The District shall provide hiring incentives at the values noted below to PPSE who are hired by the District between the date of full execution of this MOU and June 30, 2023 and satisfy the requirements noted below. Although the incentives will be paid on or around the dates noted below, it is the Parties' intent that the PPSE receiving those incentives will actually serve the District for the remainder of the 2022-23 school year and beyond. Employees will receive \$1,200 total as a hiring incentive that will be paid in three increments over the course of the first year of their employment. A lump-sum of \$400 will be paid in the second pay period after the employee's start date, the second lump-sum will be paid in the fourth pay period after the employee's start date and the final lump-sum of \$400 will be paid in the sixth pay period after the employee's start date.
- 2. PPSE may qualify for hiring incentives under only one, and not other, hiring incentive MOUs executed by the parties. PPSE who received hiring incentives pursuant to the Parties' June 21, 2022 or September 29, 2022 MOU are ineligible to receive the hiring incentives described herein. PPSE who receive the hiring incentives described in this MOU are ineligible to receive the hiring incentives described in the Parties' June 21, 2022 or September 29, 2022 MOU.
- 3. The provisions of this MOU shall not be precedent setting for any purpose, nor shall they be considered a past practice or evidence of a past practice for any future purpose. The Collective Bargaining Agreement and any other currently effective MOUs shall remain in full force concerning any and all language not addressed in this MOU.
- 4. The incentive payments described above will be subject to any and all withholdings. The District makes no representations regarding the federal or state tax consequences of any payments under this MOU. The Parties agree that the PPSE receiving the payments, and not the District, shall be solely responsible for any and all tax consequences related to the payments.
- 5. The incentive payments are subject to the regulations and reporting requirements determined by CalPERS.. The District makes no representations or assurances as to any PPSE's eligibility with respect to PERS benefits or, if they are eligible, the amount of any such benefits that they might receive, or are entitled to receive, due to their service to the District. With the exception of the incentive characterizations above, the District makes

no representations or assurances as to the effect of this MOU on any PPSE's eligibility for and/or receipt of PERS credits or benefits.

- 6. If any provision of this MOU is found to be invalid or unenforceable, the remainder of the MOU shall continue in full force and effect and shall in no way be impaired or invalidated.
- 7. The Parties recognize that, to be enforceable, this MOU must be approved or ratified by the Board of Education.

Date: December 15, 2022

For the District:

— DocuSigned by:

Margaret Jacobsen 37533EB81DD3413...

Meg Jacobsen, Ed.D. Assistant Superintendent, Human Resources LMSV For the Association:

DocuSigned by: Alimad Swinton

Ahmad Swinton President CSEA and its Chapter 419

DocuSigned by:

Joan Collins -F16B8F29760F4F0.

Joan Collins CSEA Labor Relations Representative