

**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 Hiring and Retention Incentives
Date of Full Execution: September 8, 2023**

The District and the Association enter into this Memorandum of Understanding (“MOU”) regarding hiring and retention incentives to address difficulties in the hiring and retention of paraprofessionals.

1. Paraprofessional Hiring Incentive

- a. The District shall provide hiring incentives at the values noted below to paraprofessionals who are hired by the District between the date of full execution of this MOU and the first day of school of the 2023-24 school year, 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 paraprofessionals receiving those incentives will actually serve the District for the entire 2023-24 school year and beyond.
 - i. The District shall issue the hiring incentive in the form of a lump-sum payment of \$400 (“First Hiring Incentive”) at the end of the second pay period of the 2023-24 school year to each paraprofessional who applies for, is hired into, and provides paid service to the District in a paraprofessional position on or after the date of the Parties’ full execution of this MOU (“Newly Hired Paraprofessional”).
 - ii. The District shall issue a lump-sum payment of \$400 (“Second Hiring Incentive”) to each Newly Hired Paraprofessional who received the First Hiring Incentive and who provided service to the District following receipt of the First Hiring Incentive through January 31, 2024. The Second Hiring Incentive shall be included in each paraprofessional’s February 2024 pay warrant.
 - iii. The District shall issue a lump-sum payment of \$400 (“Third Hiring Incentive”) to each Newly Hired Paraprofessional who received the Second Hiring Incentive and who provided service to the District following receipt of the Second Hiring Incentive through the end of the 2023-24 school year. The Third Hiring Incentive shall be included in each paraprofessional’s June 2024 pay warrant.

2. Paraprofessional Retention Incentive

- a. The District shall provide retention incentives at the values noted below to paraprofessionals who were hired by the District before the full execution of this MOU and satisfy the requirements noted below. Although the incentives noted

below will be paid on or around the dates noted below, it is the Parties' intent that the paraprofessionals receiving those incentives will actually serve the District for the entire 2023-24 school year and beyond.

- i. The District shall issue the retention incentive in the form of a lump-sum payment of \$400 ("First Retention Incentive") at the end of the second pay period of the 2023-24 school year to each paraprofessional who was hired prior to the date of full execution of this MOU and provides paid service to the District in a paraprofessional position after the Parties' full execution of this MOU ("Returning Paraprofessional").
 - ii. The District shall issue a lump-sum payment of \$400 ("Second Retention Incentive") to each Returning Paraprofessional who received the First Hiring Incentive and who provided service to the District following receipt of the First Retention Incentive through January 31, 2024. The Second Retention Incentive shall be included in each paraprofessional's February 2024 pay warrant.
 - iii. The District shall issue a lump-sum payment of \$400 ("Third Retention Incentive") to each Returning Paraprofessional who received the Second Retention Incentive and who provided service to the District following receipt of the Second Retention Incentive through the end of the 2023-24 school year. The Third Retention Incentive shall be included in each paraprofessional's June 2024 pay warrant.
3. The Parties intend the first incentive payment to compensate paraprofessionals for the first 60 school days of the 2023-24 school year and second incentive to compensate them for the second 60 school days of the 2023-24 school year. Paraprofessionals who accept the first or second incentive payments noted above, but separate from service for any reason without prior to completing the 60 day period corresponding with that payment shall be required to return to the District the pro rata portion of the incentive corresponding to the number of school days they did not provide service to the District.
4. Paraprofessionals may only qualify for one, but not both, hiring incentives described above. Paraprofessionals who satisfy the hiring incentive requirements will receive only that incentive and are ineligible to receive the retention incentive.
5. 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.
6. 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 paraprofessional receiving the payments, and not the District, shall solely be responsible for any and all tax consequences related to the payments.

7. The above-described payment shall not be considered creditable compensation for purposes of the California Public Employees Retirement System (“PERS”). The District makes no representations or assurances as to any paraprofessional’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 paraprofessional’s eligibility for and/or receipt of PERS credits or benefits.
8. 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.
9. The Parties recognize that, to be enforceable, this MOU must be approved or ratified by the Board of Education.

Date: September 8, 2023

For the District:

For the Association:

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