SIDE LETTER OF AGREEMENT (SLA)
BETWEEN
SAN JUAN UNIFIED SCHOOL DISTRICT (District)
and the
SAN JUAN TEACHERS ASSOCIATION (Association)
Re: Pay for Counselor Covering Extended Absence / Vacant Positions

Background:
When a school counselor is absent for an extended period of time, it is difficult to find a substitute counselor to fill in during that time period. The workload of that counselor either remains unaddressed (depriving students of the services) or more often falls to the remaining counselor(s) at the site. On January 5, 2023, the San Juan Teachers Association filed a grievance with the District asserting that counselors at two sites - Rio Americano High School and San Juan High School - are working a greater than 1.0 FTE due to extended absences, but were not receiving additional compensation for the increased workload.

Intent:
The intent of this Side Letter of Agreement between the District and the Association is to provide additional pay to counselor(s) at a site that provides coverage for a counselor who is out on leave for an extended period of time, or in the case where a counselor vacancy exists during an extended period. This agreement resolves the January 5, 2023 grievance. Additionally, the District and Association agree that clarification is needed in Collective Bargaining Agreement to guide instances of counselors working greater than 1.0 FTE contracts in future years.

Agreement:
The District and the Association hereby agree to the following:

1. The counselors at Rio Americano and San Juan, will be compensated in the following manner:
   a. San Juan High School: Counselors shall receive compensation at the per diem “Overcontract” stipend rate (D9) for forty (40) work days.
   b. Rio Americano High School: Counselors shall receive compensation at the full semester “Overcontract” stipend rate (D9) for the fall of 2022.
   c. These payments will be made by February 28, 2023.

2. If there are extended counseling vacancies at other sites during the term of this agreement, counselors will be paid the “Overcontract” stipend under the following conditions:
   a. The “extended” absence or vacancy is defined as a time period exceeding two consecutive school weeks (not less than 15 working days)
   b. Remaining counseling staff and site administration shall first evaluate a variety of solutions to mitigate potential workload impacts on existing counselor(s), with the understanding that:
      i. A plan to meet the needs of students previously served by the absent counselor/vacant position will be clearly articulated
ii. Work that falls within the primary duties and responsibilities of a counselor shall not be supplanted by other staff outside of the bargaining unit.

c. A member must voluntarily accept an assignment greater than 1.0 FTE.

i. Members will be paid in an amount not to exceed the Overcontract stipend (or a pro rata share of the stipend if the extended absence/vacancy workload is split among multiple members).

3. The District and Association agree to negotiate new language in Article 8 of the Collective Bargaining Agreement during the next regularly scheduled bargaining cycle (Spring 2023) to clarify the circumstances under which counselors may earn the Overcontract stipend (as outlined in Exhibit D-9).

This Side Letter of Agreement is non-precedential and expires December 31, 2023 or until replaced by contract language that supersedes this agreement (whichever comes first).

Daniel Thigpen Date 2-7-23
Executive Director
Labor Relations and Government Affairs
San Juan Unified School District

Dr. Edward Burgess IX Date 2-7-23
Associate Executive Director
San Juan Teachers Association