

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: Guest Teacher Shortage
Updated: August 21, 2023

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 guest teacher shortage. The parties have met and agreed to the following:

Background:

San Juan Unified, like most of the districts in Sacramento County, is experiencing a guest teacher shortage.

Intent:

It is a shared interest to ensure that schools have an appropriate number of staff available to supervise/instruct students during the guest teacher shortage. The parties value each member's role and contribution to our system, and are asking for voluntary support during the times that we may need additional support.

Article 6.8 of the Collective Bargaining Agreement (CBA) provides for compensation of specific Instructional Assistants (IAs) assigned to the District's Special Day Classes who provide coverage when no guest teacher is available. Eligible IAs under the CBA are: Instructional Assistant IIs, Instructional Assistant IIIs, Instructional Assistant Orthopedic Impairment/Visual Impairment (IA OI/VI), and Instructional Assistant – Multi-Severely Handicapped (IA-MSH).

The District and CSEA mutually agree to expand guest teaching opportunities to eligible CSEA unit members in the following classifications:

- Instructional Assistant Is (IA Is)
- Instructional Assistants - Bilingual (BIAs)
- Child Development Assistants (CDAs) who serve the ECE Preschool and Discovery Club programs

Agreement:

The San Juan Unified School District and the California School Employees Association, Chapter No. 127, hereby agree to the following provisions for the term of this Side Letter of Agreement (SLA):

1. **Term:** The effective date of this SLA is August 10, 2023. This agreement is non-precedential and will sunset on June 30, 2024 or until the parties reach Collective Bargaining Agreement language that supersedes this SLA, whichever comes first. This SLA may be revised and/or extended by mutual agreement between the District and CSEA.
2. **Eligibility:** This voluntary opportunity is open to:
 - a. Instructional Assistant Is (IA Is); Instructional Assistants - Bilingual (BIAs); and Child Development Assistants (CDAs) serving the ECE Preschool and Discovery Club programs who:
 - i. Provide evidence that the employee holds a Bachelor's degree. Employees will need to provide official transcripts to Human Resources.
 - ii. Provide evidence of basic skills: Pass the CBEST or completed writing, reading and math course at the college level.
3. **Selection and Placement Process:** The process for eligible members to submit interest and availability, and verify eligibility, will be communicated to eligible employees within one week of ratification of this SLA. Steps will include:
 - a. Completing a Google form distributed by Human Resources.
 - b. Sending official transcripts to Human Resources.
 - c. Completing fingerprinting for the Commission on Teacher Credentialing (CTC) and completing credential paperwork with Human Resources.
 - d. Attending a guest teacher orientation scheduled by Human Resources.
4. **Compensation:**
 - a. All members who are Instructional Assistants and who are selected and placed in guest teaching positions during the 2023-24 school year will be paid an additional \$18.00 per hour, up to \$108 per day, on top of their existing base salary and benefits.
 - b. The District will reimburse employees for any applicable state credentialing application and processing fees.
5. **Guest Teacher Service:**
 - a. Eligible employees can only serve as a guest teacher at the site they are assigned and shall not be asked to serve as a guest teacher for more than 2 days per week, except in circumstances that have been approved in advance by Human Resources.
 - i. The following provision only applies when Human Resources has approved in advance a member serving as a guest teacher more than 2 days per week:
 1. Members who work 15 days or more during the pay period of Sept/October, January/February, March/April or April/May will be paid an additional \$4.00 per hour, up to an additional \$24 per day, on top of the pay outlined in Section 3(a) of this agreement.
 - b. Vacancies in special education classrooms will first be filled pursuant to article 6.8 of the CBA prior to an IA I, BIA, or CDA being offered the assignment.
 - i. Special education vacancies shall be entered into Smartfind Express.

6. Revision to Article 6.8.4: The parties agree that the following paragraph in Article 6.8.4 needs revision to reflect current needs at school sites. The paragraph shall now read as follows (the text to be deleted is indicated with ~~strike-through~~ and the replacement text is **in bold**):

a. “For the 2018-2019 and 2019-2020 school years the parties agree to set aside \$20,000 per year in one-time monies to fund a pilot to reduce the time thresholds in 6.8, 6.8.1, 6.8.2, 6.8.3 and 6.8.4 to 3 consecutive hours. Once these funds are exhausted each year, the existing language in 6.8, 6.8.1, 6.8.2, 6.8.3 and 6.8.4 will apply for the remainder of the year. Data collected by both parties during this pilot shall be reported to the respective bargaining teams no later than March 1, 2020. Note: The COVID-19 pandemic, and subsequent school closures, did not allow for Article 6.8.4 to be fully utilized during the 2019- 2020 school years. The parties agree to continue this pilot effective November 2, 2020 – Jan 9, 2021. If, during this time frame the one-time funds are exhausted, the existing language in 6.8, 6.8.1, 6.8.2, 6.8.3 and 6.8.4 will apply ~~for the remainder of the 2020-2021 school year~~ **for the remainder of the 2023-24 school year. .”**

b. The District and CSEA mutually agree to expand this opportunity to eligible CSEA unit members in the following classification:

i. Instructional Assistant - Deaf and Hard of Hearing

Daniel Thigpen 8-21-2023
Daniel Thigpen Date
Executive Director
Labor Relations and Government Affairs
San Juan Unified School District

Adara Clark-Gunn 08.21.23
Adara Clark-Gunn Date
President
California School Employees Association

Kurt Benfield 8-21-23
Kurt Benfield Date
Labor Relations Representative
California School Employees Association