

SIDE LETTER OF AGREEMENT (SLA)
BETWEEN
SAN JUAN UNIFIED SCHOOL DISTRICT (District)
and the
SAN JUAN PROFESSIONAL EDUCATORS COALITION (Coalition)
Re: Temporary Strategies to Address Special Education Case Management Needs

Background:

San Juan Unified, like many public school systems, faces persistent shortages of special education services providers. For example, as of August 8, 2023, the district had nine (9) RSP positions unfilled before the start of the 2023-24 school year.

Statement of Intent:

The District and Coalition mutually agree that it must continue to explore creative strategies to address staffing shortages.

Agreement:

The District and Coalition agree to the following:

1. **Eligibility and Selection:** By August 17, 2023, the District will solicit volunteers from among Coalition members who have special education credentials, or whose credentials allow them to support specific special education program activities, to assist with special education case management where allowable by law.
 - a. Initial case management assignments will be made no later than August 30, 2023.
 - i. Should additional students qualify for special education services after August 30, 2023, the District will work with Coalition members who have volunteered to assist with case management to evaluate and mutually agree on their capacity to take on additional work. Those members who agree to take on additional work will be eligible for additional compensation as outlined in Section 2(b) of this agreement.
2. **Compensation and Supports:** Coalition members who volunteer to assist with case management and who are selected shall receive:
 - a. **Pay at the Additional Assignment Rate of Pay** listed on the SJPEC Salary Schedule, not to exceed 40 hours per month.
 - b. If a Coalition member accepts an assignment that involves case management for students with moderate/severe disabilities or other students whose needs are more acute - or if the member agrees to take on additional work after August 30, 2023 - the member shall receive up to an additional 20 hours per month.
 - i. Timecards must be submitted monthly and approved by the Director of Special Education.
 - c. **Mental Health Days (Floating Holidays):** The District will allow Coalition members who volunteer and are selected to assist with special education case management to choose up to the equivalent of two (2) days to be taken between September 1, 2023 and June 30, 2024.

- i. Coalition members may schedule half or full mental health days, not to exceed the equivalent of two (2) days total.
 1. Coalition members who were Program Specialists during the 2022-23 school year and are current, permanent employees of the District in the 2023-24 school year, shall receive one (1) additional mental health day, for a total of three (3), as acknowledgement for their assistance with special education case management during the 2022-23 school year.
- ii. Mental health days must be used by June 30, 2024, and unused days cannot be cashed out.
- iii. Mental health days must be approved by a member's direct supervisor at least two (2) weeks in advance.
- iv. Members will avoid scheduling mental health days adjacent to holidays or school breaks due to historic staff shortages during these times.
- v. Members will not be expected to respond to non-emergency phone calls, text messages, or emails during a chosen mental health day .
 1. If the Coalition member is a site administrator, they shall be available by phone to respond to campus emergencies (e.g., health and safety incidents, campus threats, extreme staff shortages causing severe disruption to school operations, etc.)
 - a. If the emergency requires the site administrator's attention for more than half of their mental health day, the day may be made up at another time.
- d. The Special Education Department shall provide training to Coalition members who volunteer and are selected to assist with special education case management.

3. **Length of Service:** Coalition members who are selected may continue their additional assignment until the special education staff vacancy they are supporting is filled, **or** until the member gives notice to their direct supervisor that they will opt out of assisting with case management (whichever occurs first).
 - a. The commitment for case management additional assignment work is month-to-month.
 - b. Members can opt out of their additional assignment on the first school day of any given month given they provide at least five (5) school days' notice before the last day of the preceding month.
 - i. For example: a member who gives notice by September 25, 2023 will return to their regular 2023-24 assignment on October 3, 2023.

Term:

This Side Letter of Agreement is non-precedential and will sunset on June 30, 2024. This Side Letter may be revised and/or extended by mutual agreement between the District and the Coalition.

