

SIDE LETTER OF AGREEMENT (SLA)
BETWEEN
SAN JUAN UNIFIED SCHOOL DISTRICT (District)
AND
SAN JUAN TEACHERS ASSOCIATION (Association)
Re: Hiring Timelines and Process to Maximize Practitioner Recruitment
Updated March 26, 2025

Background:

The District and the Association agree that staffing for certificated positions has been a significant challenge during the state and national workforce shortage. In an effort to support students and ensure a stable beginning to the 2024-25 school year the District and Association continue to explore creative solutions to fill vacancies.

Intent:

The intent is to create a clear pathway to fully staff Special Education vacancies and identified Title I schools with high levels of staff turnover (see Table 1), while acknowledging some of the unique challenges of these positions and sites. The intent of the Side Letter of Agreement (SLA) is to expand opportunities for recruitment and retention. There is no intent to limit members' rights under Article 4.03 or 4.04, but rather to expand the opportunity for members. Additionally, the intent of this agreement is to collect data to inform negotiations. and potentially modify the timelines for the recruitment and hiring process.

Agreement:

In order to achieve the above intent, the District and Association agree to the following:

1. Hiring Timeline and Process: By no later than April 5, 2025 the District will post all known Special Education and identified Title I site (see Table 1) openings for the 2025-26 school year to both internal and external candidates simultaneously.
 - a. All current members of the Association bargaining unit that apply for an opening shall be granted an interview for the position for which they apply. All current members of the bargaining unit will receive interviews prior to external candidates being considered.
 - b. If vacancies in the positions outlined in Section 1 of this agreement exist at the commencement of the involuntary transfer ("surplus") process, the vacancies shall be included among all vacancies advertised to practitioners on the involuntary transfer list.
 - i. If interviews with external candidates for positions outlined in Section 1 of this agreement have been scheduled, but no employment offer or placement has been made, external placements shall be paused during the week in which involuntary transfer / surplus occurs. Any positions not selected during this week, will remain open to both external and internal candidates the following week, for application and job placement.
2. Site Based Positions: The site hiring team makes the determination of which applicant best meets the needs of the school shall be given the assignment.
 - i. The site hiring team will be made up of:
 1. 1 site administration representative
 2. 1 representative practitioner from SLT

3. 1 representative from grade level / department (typically grade level partner or department chair)
- ii. In reaching this determination, the site hiring team shall consider factors including, but not limited to: credential, major/minor fields of study, experience and seniority. The weight to be given any of those not listed, shall be determined by the site hiring team. This decision shall not be arbitrary or capricious.
- iii. If a request for a voluntary transfer is denied, the member shall be given, upon request, the specific reason(s) for the denial in writing.

Table 1

<u>High School</u>	<u>Elementary/K-8</u>	
Encina	Carmichael	Dyer Kelly
San Juan	Mariposa	Howe
<u>Middle School</u>	Cameron Ranch	Whitney
Katherine Johnson	Grand Oaks	Cottage
Arcade	Starr King	Greer
	Kingswood	Thomas Edison

3. Special Education positions: The program hiring team makes the determination of which applicant best meets the needs of the school shall be given the assignment.
 - i. The program hiring team will be made up of:
 1. 1 administrative representative
 2. 1 practitioner representative from Program Leadership Team
 3. 1 practitioner representative from the program
 - ii. In reaching this determination, the program hiring team shall consider factors including, but not limited to:, among other things, the credential, major/minor fields of study, experience and seniority. The weight to be given any of those not listed, shall be determined by the site hiring team. This decision shall not be arbitrary or capricious.
 - iii. Return Rights:
 1. For practitioners who transferred to a special education position under the terms of this agreement during the 2023-24 voluntary transfer process: they will retain return rights to their previous site for the following two-years (school year 2024-25 and 2025-26).
 2. For practitioners who transfer to a special education position under the terms of this agreement during the 2024-25 voluntary transfer process: they will retain return rights to their previous site for the following two-years (school year 2025-26 and 2026-27).
 - iv. If a request for a voluntary transfer is denied, the member shall be given, upon request, the specific reason(s) for the denial in writing.

This Side Letter of Agreement is non-precedential and will sunset on June 30, 2025. This Side Letter may be revised and/or extended by mutual agreement between the District and Association.

 3-26-25

Daniel Thigpen
Executive Director
Labor Relations & Government Affairs
San Juan Unified School District

 3/26/25

Dr. Edward F. Burgess IX
Associate Executive Director
San Juan Teachers Association