

**SIDE LETTER OF AGREEMENT (SLA)
BETWEEN THE
SAN JUAN UNIFIED SCHOOL DISTRICT (District)
AND THE
SAN JUAN TEACHERS ASSOCIATION (Association)
Updated August 13, 2025
Emergency Backup Practitioner
Elementary/K-8**

Background:

San Juan Unified, like most of the districts in Sacramento County, is experiencing a staffing and substitute shortage.

Statement of Intent:

It is a shared interest to ensure that schools have an appropriate number of staff available to supervise/instruct students during the substitute 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. This document represents an extension of the agreement between the District and Association for potential short term staffing shortages at school sites.

Agreement:

The District and Association mutually agree to create an opportunity for SJTA unit members to serve in the role of Emergency Backup Practitioner.

Staffing Shortage: Steps and Emergency Backup Practitioner (EBP)

The parties agree to the following steps:

1. To utilize current available substitutes when a classroom teacher is out.
2. If substitutes are not available, sites will first make an effort to utilize non-SJTA bargaining unit members to resolve substitute shortages within the school when practicable.
3. If 1 and 2 do not resolve the issue, the site may request an Emergency Backup Practitioner:
 - a. The site anticipates the staffing shortage is for less than an hour:
 - i. The EBP could be any certificated staff member on campus not providing classroom instruction during the time needed, who agrees to cover the classroom (including practitioners on 'prep time').
 - b. The site anticipates the staffing shortage is for more than an hour:
 - i. The EBP could be any SJTA unit member who is not classroom based and does not have legally required instructional responsibilities to students:
 1. TK-12 TOSAs
 2. Consulting Teachers
 3. Peer Facilitators
 - ii. In the event that the district is still not able to adequately staff schools with priorities listed above, the EBP could be members in the following positions:
 1. AM/PM Kinder Teachers*
 2. Intervention Teachers
 3. Elementary Specialists
 4. Counselors
 5. Social Workers
 6. Special Ed Service Providers*

7. ELD Teachers*

- a. * Positions that provide legally required services such as ELD and special education are not eligible for the EBP if it would cause them to miss their legally required time with students.
- iii. **Staff members serving as an all-day EBP shall not be utilized more than once weekly as they have essential work they need to provide. If lack of supervision requires a staff member to be utilized more than once in a week, the site will notify the site's Director and Human Resources. The faculty rep(s) will contact SJTA for support.**

Participation as an Emergency Backup Practitioner (EBP)

- 1. Participation is optional
 - a. Willing SJTA members will contact The Director of Human Resources - Certificated to notify them of availability.
- 2. Members **who agree** to act as an EBP will be compensated as follows:
 - a. Classroom Practitioners: At the rate of \$15 for every 15 minute increment (in addition to their regular pay).
 - b. Non-Classroom Practitioners: At the rate of \$15 for every 15 minute increment not to exceed \$345 per day (in addition to their regular pay).
 - i. Anytime that a specialist (who also provides prep) is pulled for subbing, classroom practitioners scheduled to receive support that day shall follow the SLA for missed prep.
 - c. The rationale for the additional pay is to recognize the impact this additional work has on a member's ability to complete their regular duties within a contractual day
- 3. The site will provide appropriate PPE and the site safety plan/information
- 4. Roles and responsibilities include, but are not limited to:
 - a. Unlocking and locking classroom at the start and end of the day
 - b. Taking on the responsibilities of instructing a class:
 - i. Following classroom and school safety protocols
 - ii. Following the lesson plans as possible/applicable
 - iii. Student behavior
 - iv. Leaving a brief written summary of the in-person day either as a note on the desk or in an email

This Side Letter of Agreement is non-precedential and will remain in effect until the parties reach Collective Bargaining Agreement language that supersedes this SLA. If the parties cannot reach agreement on whether to adopt the language in this SLA, or newly negotiated language, during the 2025-26 or 2026-27 bargaining cycle, this SLA expires **June 20, 2027**. This Side Letter may be revised and/or extended by mutual agreement between the District and Association.

 8-13-25

Daniel Thigpen Date
Chief of Human Resources
San Juan Unified School District

 8/13/2025

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