

**SIDE LETTER OF AGREEMENT (SLA)
BETWEEN THE
SAN JUAN UNIFIED SCHOOL DISTRICT (District)
AND THE
SAN JUAN TEACHERS ASSOCIATION (Association)
*Re: Measures to strengthen certificated recruitment timelines***

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' continuity of learning, the District and Association continue to explore creative solutions to strengthen certificated recruitment efforts.

Statement of Intent:

During the period of this pilot, the district and the association have a shared interest in gathering data in order to better understand the impacts of the early start to the transfer process. The parties agree that the timelines are subject to change as mutually agreed.

Agreement:

During the term of this agreement, the following sections of Article 4: Transfers shall be amended as outlined below:

strikethrough = language suspended
plain text = existing language remains in effect
bold text = new language

~~4.02.2.1 Teachers will receive notification of their tentative subject and/or grade level assignment for the following school year no later than the conclusion of the involuntary transfer meetings. Members whose assignment(s) are modified after this date will be notified in accordance with section 4.10.~~

4.02.2.1 An assignment is the grade level, subject area(s), or program area(s) to which a practitioner is scheduled for the subsequent year.

- **Elementary/K8 Site Assigned: On or before March 1 of each year, the principal/program administrator will have requested from each unit member at a school/program, their top three preferences for assignment for the following year. On or before March 15, the members will receive their tentative schedule for the following year.**
- **Elementary and Secondary Programmatic Specialist - District Assigned: On or before May 1 of each year, the program administrator will have requested from each unit member at a school/program, their top three preferences for assignment for the following year. For Elementary Programmatic Specialists, notification of assignment will be on or before the conclusion of the instructional calendar.**

Programmatic Specialists are defined as practitioners who may be assigned to a different site from year to year.

- **Secondary Site Assigned for 2026-27: On or before March 6, 2026, the principal/program administrator will meet to review and discuss tentative assignments with department chairs. Departments will discuss and provide feedback. By March 20, 2026 principals/program administrators will notify unit members of their tentative assignment for the following school year.**

For the 2027-28 year: On or before March 1, 2027, the principal/program administrator will meet to review and discuss tentative assignments with department chairs. Departments will discuss and provide feedback. By March 15, 2027, principals/program administrators will notify unit members of their tentative assignment for the following school year.

Any practitioner upon request will receive the reasons for the tentative assignment. Any practitioner dissatisfied with their tentative assignment may have a conference with the principal/program administrator and may be represented at the conference by an Association representative.

Notification of involuntary transfers will be made by the last working day in March 15.

Involuntary Transfers

4.03.1 When an involuntary transfer, for the following school year, is necessary because of school closure or excess staff, as determined by the pupil-teacher ratio in the spring, the following procedures shall apply:

- a. No later than **the first working day in April**, the site/program administrator shall notify the members affected and circulate a statement of tentatively determined surplus staff to each member at his/her work site. Thereafter a site member may, upon request, meet with the site/program administrator to make recommendations as to the identification of the surplus prior to the final decision.
- b. The District shall determine which schools have openings and circulate to each work site a statement of tentatively determined surplus staff, and a list of all vacancies known as of **the first working day in April**.
- c. No later than **the first working day in April**, the site/program administrator shall circulate to each member at the work site a statement of tentatively determined surplus staff, and a list of all vacancies known as of **the first working day in April** ~~May 10~~.
- d. For 2026-27, no later than **April 6, 2026** ~~May 15~~, a request for volunteers is to be made. Volunteers shall make their final intention known no later than **April 9** ~~May 19~~.

For 2027-28, no later than March 31, 2027, a request for volunteers is to be made. Volunteers shall make their final intention known no later than April 5, 2027. Such volunteers shall be transferred as involuntary transferees.

- e. All members subject to involuntary transfer shall be ranked in order of district-wide

seniority as a certificated employee. Members having the same hire date shall be ranked by lottery administered by the District in the presence of a representative of the Association.

- f. Involuntary transfers shall be made by reverse district-wide seniority of members employed in elementary schools; by reverse district-wide seniority by department in middle schools; and by reverse district-wide seniority by department in high schools. The determination by seniority shall be subject to program needs of the school. Such a determination shall not be made without a basis in fact. A member shall be deemed to have seniority in the department in which he/she has the majority of his/her assignment. If the assignment is evenly divided, the majority assignment in the immediate preceding years shall control. A member in middle school or high school who is selected for involuntary transfer from a department may apply his/her seniority in another department in which the member had a majority of his/her assignment during the previous school year in that building.

For purposes of seniority pursuant to Section 4.03.1(f), a member assigned to a limited-term position (not to exceed two (2) years) shall remain in the department to which he/she was assigned immediately before.

- g. The District shall list all vacancies within the District known as of the first working day in **April**. A copy of this list shall be sent to each employee subject to involuntary transfer.
- h. If a position is left vacant by a member on paid leave or on District assignment, that position may be filled voluntarily by a surplus teacher for the length of the paid leave or assignment. The surplus member's rights under Section 4.03 of this contract, at the end of this period of service, shall be no greater nor less than they were at the beginning of the period.

If a position is vacant due to a one-year reassignment of a teacher, that position may be filled by a surplus teacher in the following manner:

- i. The vacancy is for one year only behind a teacher who has return rights for the following school year.
 - ii. Because it is a temporary assignment, the surplus member will not have rights to a position at the school if the teacher returns.
 - iii. If another opening does not occur at the site through attrition, the surplus member choosing this assignment will be surplus for the following school year.
- i. The list of involuntary transferees in the spring shall be determined by district-wide seniority and composed of:
 - i. Members assigned after the current school year began pursuant to Section 4.03.5 or Section 4.03.6.
 - ii. Members unable to make a selection and assigned.
 - iii. Members identified for involuntary transfer in the spring of the current school year pursuant to Section 4.03.1.

4.03.2 **April 1 - April 15** ~~May 1 - May 20~~

- a. The list of vacancies shall accumulate from **April May 1** until **April 15 May 19**. No vacancies shall be filled prior to **April 15 May 19 (except those as outlined in section 4.03.11)**
- b. No later than **the Monday following the first full weekend in April, May 20**, the District shall send by email to each involuntary transferee a list of vacancies known as of **the first full weekend in April May 19**. If those dates are not workdays, the preceding workdays shall be used.
- c. Members being involuntarily transferred shall be notified by email of the time and place to appear, in order of their district-wide seniority, to make position choices from the list of vacancies accumulated through **the first full weekend of April May 19**. Each member shall select three (3) positions for which he/she possesses an active credential (under current state and federal regulations). At least one (1) must be in the same division to which the member is currently assigned. If the member is not eligible for three (3) positions, he/she shall select as many positions as possible from the list. If the member selects in this manner, he/she shall be given one (1) of the positions so selected.

If the member is eligible for three (3) positions and selects fewer than three (3), he/she may be given one of those positions at the discretion of the ~~Assistant Superintendent~~ **Chief** of Human Resources or designee. Members shall be assigned by order of district-wide seniority with the most senior member assigned first and continuing in order of seniority, except as provided in Section 4.03.2(d).

- d. A member who chooses to delay his/her selection or does not appear at the time and place, as notified pursuant to 4.03.2(c) above, shall be placed by the District. This does not preclude the member from applying for any vacancies that appear subsequent to the surplus date. If the position for which he/she is credentialed reopens at the member's previous school, the member has return rights pursuant to Section 4.03.6. Members placed by the District to a position at the end of this cycle shall have the option of placing themselves on the list of involuntary transferees the following spring.
- e. Positions not selected by involuntary transferees shall be made available to voluntary transferees and leave returnees, Section 4.06.
- f. If a voluntary transferee is not selected for one of these vacancies, it may be filled by a temporary employee with rehire rights. No position shall be filled by a new employee during this cycle.
- g. Any vacancies occurring after **the first working day in April May 19** shall be posted, advertised, and filled by normal procedures.

4.03.9 Exceptions for District Designated Title 1 Schools

The District and the Association acknowledge that establishing and maintaining staff who are qualified and committed to ensuring the success of meeting the unique needs of students in a Title 1 school.

Therefore, permanent members, and probationary members eligible for permanency, assigned to district designated Title 1 schools, may voluntarily place themselves on the surplus list pursuant to section 4.3.

Permanent members, and probationary members eligible for permanency, that are staff of a District-wide program (e.g., Elementary Specialists, ELD teachers, Title 1 Teacher w/coaching responsibilities) may request a location change, but will not be part of the surplus process. The District shall make a reasonable effort to accommodate these requests.

The maximum number of members that may voluntarily be placed on the surplus list as herein provided shall be determined by the ~~Associate~~ **Assistant** Superintendent of Educational Services, or designee, the ~~Director~~ **Chief** of Human Resources, and the SJTA president.

~~Members may only select an assignment to a district designated Title 1 school during the surplus process after participating in an interview process with the school leadership team (administrator and practitioners) as defined in Article 24 and receiving a recommendation from the leadership team.~~

Members may only select an assignment to a district-designated Title 1 school with an unduplicated pupil percentage of 70% or greater (as measured in the school year that is completing during the surplus process) after participating in an interview process with the school leadership team (administrator and practitioners) as defined in Article 24 and receiving a recommendation from the majority of the leadership team.

4.03.10 Process when a preliminary notification or reduction or layoff (preliminary notice) list is generated, prior to the start of “surplus”:

- 1. The vacancy list will be compared with the surplus list of individuals that were involuntarily placed on the surplus list. Any individual involuntarily transferred from a site with a vacancy for which they are credentialed will be removed from the surplus list and returned to their site.**
 - a. If more than one practitioner on the surplus list comes from a single site, seniority and credential order will determine return rights.**
 - b. This process does not impact individuals who “opted out” of their current site under Article 4.03.9 of the CBA.**
 - c. Results of the comparison will be reviewed with the Association prior to being implemented.**
- 2. When the number of vacancies (aligning for appropriate credentials) on the vacancy list is equal to, or greater than, the number of individuals on the surplus list:**
 - a. If there are more vacancies listed than individuals on the surplus list, an analysis of the preliminary notice list will be conducted in seniority order.**
 - i. It is the shared intent to allow practitioners to remain at their current site when possible.**
 - ii. If a vacancy exists for which the person listed on the preliminary notice list is qualified to hold at the practitioner’s current site, they will be assigned to that position.**

- iii. If a position for which the individual listed qualifies for does not exist at their current site, but does exist at another site, the practitioner will be placed on the surplus list according to their seniority.
 - iv. If an individual on the preliminary notice list is not credentialed to hold a vacant position at their site or another site in the district, they will remain on the preliminary notice list.
 - v. This analysis will be completed and the results reviewed with the Association prior to being implemented.
3. Surplus process occurs in accordance with CBA language under Article 4.03.2, however, dates will be adjusted to meet the intent of this side letter.
 4. Once surplus is complete, the following guidelines will continue to be true:
 - a. Article 4.03.6 shall continue to govern return rights of practitioners that experience surplus.
 - b. Vacancies existing that are not subject to 4.03.6, shall be offered to employees on the layoff list in order of seniority.
 - i. In the event of a tie in seniority, lots will be drawn for position.
 - c. No candidate may be hired from outside the district for a position which could be taken by a properly credentialed person on the layoff list.
 - i. If no person on the layoff list is eligible for the position, or no person who is eligible is willing to accept the position; the district may hire external candidates.

4.03.11 (new): Priority Hiring for High-Need Schools and Special Education

1. Hiring Timeline and Process: By no later than March 16, the District will post all known openings for the following school year in Special Education and positions at sites identified in table 1 below 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 and shall who 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.
- 3. **Special Education positions:** The program hiring team makes the determination of which applicant best meets the needs of the school/program and who 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 (when applicable)
 - 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. 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.
- 4. When a preliminary notice list is generated by the district, section 4.03.10 above will pause section 4.03.11 until one of the following:
 - a. The preliminary notice list is revoked
 - b. No person on the layoff list or surplus list is eligible for a position on the vacancy list
 - c. No person on the layoff list who is eligible, is willing to accept the vacancy

Example 1: Arcade has a vacancy for a music teacher. No music teacher is on the layoff list. Arcade can proceed to interview and hire external candidates.

Example 2: Arcade has a vacancy for a music teacher. This vacancy may be held if it is needed to provide a practitioner on the surplus list a job. It is not held open to provide multiple options for practitioners on the surplus list.


In all cases, HR will share the list of available positions and layoffs with the Association.

Term:

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 future bargaining cycles, this SLA expires June 30, 2028. This Side Letter may be revised and/or extended by mutual agreement between the District and Association

 3/20/26

Trent Allen Date
Chief of Staff
San Juan Unified School District

 3/20/26

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

Table 1

<u>High School</u>	<u>Elementary/K8</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
	Coyle	