

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
SAN JUAN UNIFIED SCHOOL DISTRICT (District)
AND
SAN JUAN TEACHERS ASSOCIATION (Association)
Regarding Investments to Strengthen Special Education Services
Updated August 18, 2026

STATEMENT OF INTENT:

San Juan Unified School District and the San Juan Teachers Association share the belief that Special Education services are an essential part of a comprehensive educational approach and vital to meeting the needs of all students. The acute and persistent workforce shortage in special education continues to impact services to students. The parties believe that addressing working conditions and compensation will assist in recruiting and retaining high-quality education service providers in San Juan Unified and improving learning conditions.

PROVISIONS OF THE AGREEMENT:

San Juan Unified School District and the San Juan Teachers Association agree to the provisions identified below to support the students and the practitioners. The parties agree to develop and review feedback and other indicators a minimum of two (2) times per year to determine the effectiveness of these actions. Provisions of this agreement may be revised by mutual agreement between the District and Association. The agreements identified below are ongoing unless identified otherwise. Items specifically noted that they are funded with one-time funds may be extended beyond June 30, 2027, through mutual agreement.

Attract and Retain:

In an effort to address the challenges around attracting and retaining qualified staff for our students who receive special education services, the District and Association agree to the following, beginning July 1, 2024:

1. Step 6 placement:

Any special education service provider employed with the District at a step that is less than Step 6 will be moved to Step 6 compensation, and members will remain at Step 6 until such time as their experience level warrants a move to Step 7.

- a. All newly hired special education service providers will be placed at Step 6 compensation levels. Members will remain at Step 6 until such time as their experience level warrants a move to Step 7
 - i. Per a previous agreement, all newly hired speech and language pathologists will be placed at Step 7 compensation levels. Members will remain at Step 7 until such time as their experience level warrants a move to Step 8
 - ii. Section above using one-time funds through June 30, 2027.

- iii. No practitioner will receive less than the year before, regardless of possible changes to this MOU.
 2. Any special education service provider employed with the district will be given full service credit for outside years of experience for the purpose of salary placement.
 - a. All special education service providers hired into the District will receive year-for-year credit for outside experience for the purpose of salary placement.
3. Special Education service providers and Nurses will receive stipends at the following ranges for the following Hard to Staff positions:

Level	Positions	1-10 Years	11-20 years	21+years
1	Mobility, Vision, OI, Nurse	\$6,000	\$10,000	\$14,000
2	Mod/Severe, TLC, DHH, SLP, AdPE	\$5,500	\$9,000	\$12,500
3	Mild/Mod (all other special education service providers)	\$5,000	\$8,000	\$11,000

*The above amounts replace the Hard to Staff Stipends for these positions on Exhibit D-11

Special Education Caseloads and Class Size

Beginning in the 2026-27 school year, the following provisions will be in place.

“Service delivery” Service-delivery responsibilities may include instruction, related lesson planning and progress monitoring, and direct supervision of an instructional assistant assigned to provide the service. IEP case-management duties, standing alone, do not constitute service delivery.

“Caseload management” means responsibility for managing and coordinating a student’s IEP, including but not limited to preparing IEP documents, scheduling and attending IEP meetings, monitoring timelines, communicating with parents or guardians, and coordinating with service providers.

“Caseload management with service delivery” refers to both caseload-management responsibility and service-delivery responsibility as described above.

“Caseload management without service delivery” refers to caseload management responsibility without service delivery responsibility.

For purposes of determining a practitioner's caseload "total caseload" means: the combined number of students included in caseload management with service delivery, caseload management without service delivery and/or service delivery without case management.

Attachment A provides an overview of various compensation scenarios based on the updated terms of this MOU. The examples in Attachment A are for illustrative purposes only to support MOU interpretation and implementation and are not intended to be a comprehensive list.

- The same student may not generate both forms of overage compensation for the same practitioner during the same period
- In the event there is an unanticipated scenario that impacts potential compensation not outlined within this agreement, the parties agree to reach solutions on a case-by-case basis.

"Class size" refers to the number of students assigned to the teacher of record.

1. Resource Teacher (RSP):
 - a. Elementary (when assigned at one site):
 - i. Practitioners start with a district-wide average of 22 students to start the year. The new caseload maximum for elementary RSP teachers will be 25.
 1. If, during implementation of this MOU, vacancies cause the District to be unable to keep caseloads at 25, an RSP teacher's **total caseload** may increase to the Ed Code maximum of 28 students. If this occurs, the District will use one-time funds to compensate impacted practitioners at a rate of \$25 per student per day.
 2. The District will not exceed a **total caseload** of 28 students without a written/waiver agreement from the practitioner. If this occurs, the affected practitioner will be paid \$25 per student per day.
 3. When a member agrees to caseload management without service delivery, over their maximum, they will be paid a stipend per student: \$1,000 for August- December and/or \$1,000 for January- June, not to exceed \$2,000 per student per year.
 - a. Stipends will be paid no later than January 31 and June 30.
 4. When an RSP teacher's **total caseload** is at 28, and they have pending student assessments, the RSP teacher may request support for IEP support and assessment.
 - ii. Each full-time RSP teacher will have an Instructional Assistant II (IA-II) assigned to the resource program to support students.

- b. Secondary
 - i. Secondary RSP teachers will start the year with an average caseload of 25 students.
 - 1. The District will not exceed a **total caseload** maximum of 28 students without a written waiver/agreement from the practitioner. If this occurs, the affected practitioner will be paid \$25 per student per day.
 - 2. **When a member agrees to caseload management without service delivery, over their maximum, they will be paid a stipend per student: \$1,000 for August- December and/or \$1,000 for January- June, not to exceed \$2,000 per student per year.**
 - a. **Stipends will be paid no later than January 31 and June 30.**
 - ii. Each full-time RSP teacher will have an IA assigned to the resource program to support students.
 - iii. When an RSP teacher's **total caseload** is at 28, and they have pending student assessments, the RSP teacher may request support for IEP support and assessment.
 - iv. The District will use one-time funds to add one additional IA for each secondary site with 2 or fewer RSP teachers
 - 1. If the District is unable to fill the additional IA position, the parties agree to come together to consider alternative supports that do not increase already budgeted costs.
- c. RSP Split Site Assignment:
 - i. Practitioners will start the year with an average of 20 students
 - ii. The new **total caseload** maximum for split site RSP teachers will be 22.
 - 1. If, during implementation of this MOU, vacancies cause the District to be unable to keep caseloads at 22, an RSP teacher may go up to the Ed Code maximum of 28 students. If this occurs, the District will use one-time funds to compensate impacted practitioners at a rate of \$25 per student per day.
 - iii. The District will not exceed a **total caseload** of 28 students without written/waiver agreement from the practitioner. If this occurs, the affected practitioner will be paid \$25 per student per day.
 - 1. **When a member agrees to caseload management without service delivery, over their maximum, they will be paid a stipend per student: \$1,000 for August- December and/or \$1,000 for January- June, not to exceed \$2,000 per student per year.**
 - a. **Stipends will be paid no later than January 31 and June 30.**
 - iv. When an RSP teacher's caseload is at 28, and they have pending student assessments, the RSP teacher may request assistance for IEP support and assessment.
 - v. If the RSP teacher is expected to report to 2 sites in one day, then the split site guidelines contained in the Collective Bargaining Agreement will apply.

- vi. Split site RSP teachers will have 2 IAs (one at each site)
2. SDC 6-12 Mild/Moderate **total caseload** (not self-contained) will begin the year with a District-wide average of 25 students per caseload. The maximum shall be 26; and TK-12 Inclusion Specialist caseload shall be 28;
 - a. Each full-time SDC Mild/Moderate 6-12 teacher will have an IA II assigned to the program to support students
 - b. When an SDC teacher's **total caseload** is at 26, and they have pending student assessments, the SDC teacher may request assistance for IEP support and assessment.
 - c. Special Education practitioners whose **total caseload** is composed of students with mild/moderate and/or moderate/severe needs, and/or who are helping transition students to full inclusion in the general education setting, shall raise any related caseload concerns to their program specialist. In this event, the District and the Association agree to come together to identify solutions.
 3. Self-Contained Classes:
 - a. Mild/moderate:
 - i. Each mild/moderate self-contained program listed below shall have a districtwide class size average of not more than 12, with a class size and caseload with service delivery maximum of not more than 14.
 1. TLC (secondary)
 2. ASD
 3. Other
 - ii. Practitioners with classes composed of students with mild/moderate and moderate/severe needs shall raise any related caseload concerns to their program specialist. In this event, the District and Association agree to come together to identify solutions.
 - iii. Each class shall be staffed with the following minimum levels of IAs:
 1. Elementary Mild/Mod noncategorical two (2) IA-II
 2. **TLC three (3) IA-III**
 3. **Mild/Mod ASD three (3) IA-III**
 - iv. During the implementation period, no student will be moved from a class due to the new maximums. Through attrition of students, the class size will be reduced to comply with the maximums.
 1. If vacancies cause class size to exceed 14, the District will use one-time funds to compensate impacted practitioners at a rate of \$50 per student per day.
 - a. **When a member agrees to caseload management without service delivery, over their maximum, they will be paid a stipend per student: \$2,000 for August- December and/or \$2,000 for January-June, not to exceed \$4,000 per student per year.**
 - b. **Stipends will be paid no later than January 31 and June 30.**
 - v. Beginning in July of 2027, if the teacher of the self-contained classes is willing to exceed 14, they will receive \$50 per day per student over their maximum. When a teacher's class size is at the maximum, and they have pending student assessments, the teacher may request assistance for IEP support and assessment.

b. Moderate/Severe:

- i. Each moderate/severe program listed below shall have a District wide class size average of not more than 10, with a class size and caseload maximum of not more than 12.
 1. ILS
 2. Ralph Richardson Center (RRC)
 3. Laurel Ruff Community Transition Program (CTP)
 4. ASD
 5. La Vista
 6. DHH
 7. TLC (elementary)
- ii. Each class shall be staffed with a minimum of two IAs, except as noted below (level 2 or above).
 1. Two (2) IA II for ILS
 2. Three (3) IA III for RRC
 3. Two (2) IA II or higher for Laurel Ruff
 4. Three (3) IA III for Mod/Severe ASD
 5. Three (3) IA III for La Vista
 6. One (1) IA for DHH
 7. Three (3) IA III for TLC
 8. Two (2) IA III for Preschool SDC Mod/Severe
- iii. During the implementation period, no student will be moved from a class due to the new maximums. Through attrition of students, the class size will be reduced to comply with the maximums.
 1. If vacancies cause class size to exceed 12, the District will use one-time funds to compensate impacted practitioners at a rate of \$50 per student per day.
 - a. When a member agrees to caseload management without service delivery, over their maximum, they will be paid a stipend per student: \$2,000 for August- December and/or \$2,000 for January-June, not to exceed \$4,000 per student per year.
 - b. Stipends will be paid no later than January 31 and June 30.
- iv. Beginning in July of 2027, if the teacher agrees to exceed 12, they will receive \$50 per day per student over their maximum.
- v. When a teacher's total caseload is at maximum, and they have pending student assessments, the teacher may request assistance with IEP support and assessment.

4. Adapted PE (AdPE) specialists:

- a. The minimum staffing ratio for AdPE will be 16.4 FTE teachers to 525 students
 - i. When vacancies occur, the District will first try to recruit for the position.
 - ii. If the recruitment efforts do not result in hiring for the position, the special education director, or designee, will reach out to the practitioner(s) who are currently in the role to determine if they are able to support additional students with a beyond contract assignment.
 1. If the practitioner(s) is able to support additional students, the designee will collaborate with the practitioner to review students' needs and determine which students they can support

2. If the practitioner(s) is not able to support additional students, the District will utilize additional options
5. Speech and Language Pathologist (SLP):
 - a. Students aged 0-5 count as 1:40, and students aged 6+ count as 1/60 for purposes of caseloads and stipends.
 - b. For SLPs supervising a Clinical Fellowship Year candidate, their caseload maximum is 54 rather than 60 (see CBA 7.08)
 - c. The District agrees to follow Ed Code of an average caseload of 55 students across the District
 - d. When an SLP caseload is at the maximum, and they have 'pending' student assessments, the SLP may request assistance for IEP support and assessment.
 - e. When vacancies occur, the District will first try to recruit for the position.
(current contract language addresses overages)
6. Vision Program:
 - a. Teachers of the Visually Impaired (VI):
 - i. The minimum staffing for VI teachers will be VI: 4 teachers to 80 students
 - ii. Each full-time (equivalent) VI teacher will have an IA-OI/VI assigned to the program to support students
 - iii. When vacancies occur, the District will first try to recruit for the position.
 - iv. If the recruitment efforts do not result in hiring for the position, the special education director, or designee, will reach out to the practitioner(s) who are currently in the role to determine if they are able to support additional students with a beyond contract assignment.
 - v. If the practitioner(s) is able to support additional students, the designee will collaborate with the practitioner to review students' needs and determine which students they can support
 - vi. If the practitioner(s) is not able to support additional students, the District will utilize additional options
 - b. Mobility Specialists:
 - i. The minimum staffing for mobility specialists will be 1.5 FTE to 33 students
 - ii. Each full-time (equivalent) Mobility Specialist teacher will have an IA-OI/VI assigned to the program to support students
 - iii. When vacancies occur, the District will first try to recruit for the position.
 - iv. If the recruitment efforts do not result in hiring for the position, the special education director, or designee, will reach out to the practitioner(s) who are currently in the role to determine if they are able to support additional students with a beyond contract assignment.
 1. If the practitioner(s) is able to support additional students, the designee will collaborate with the practitioner to review students' needs and determine which students they can support
 2. If the practitioner(s) is not able to support additional students, the District will utilize additional options
7. Orthopedic Impairment (OI)
 - a. The minimum staffing will be 1.4 FTE for 110 students
 - i. The ratio is based on the current function of this position, which is mainly providing consultation. If the assignment evolves, the parties agree to review the impacts and amend the caseload as needed.

8. For all of the above positions, when overages occur, the practitioner who is originally assigned the student(s) will be consulted and their input considered prior to changes to the caseload being made.
9. In the event that any service provider cannot service all of the IEP minutes on their caseload, due to not enough minutes in the workday or other challenges, the practitioner will notify their supervisor and their Program Specialist/Administrator of the concern in writing.
10. Nurses:

Nurses technically sit outside of the special education program, however many of the students they serve have special needs.

 - a. The minimum staffing for nurses who work with school-age students will be 21.5 nurses. This represents an increase of 2.0 FTE for a minimum number of staffing out of base funding.
 - b. Medically fragile students have a right to access public education.
 - i. When medically fragile students are placed at a site, a school nurse will be involved in discussions prior to the arrival of the student to assist the site in preparation.
 - ii. When the medical needs of a student exceed a school nurse's skills/experience, the District agrees to work with the Association to determine appropriate care.
 - iii. The parties agree to meet to review the staffing allocation to ensure that medically fragile students have the services they need to be safe at school.
11. Preschool- Special Education Programs
 - a. All class schedules will be structured to ensure practitioners receive a minimum 30-minute uninterrupted duty-free lunch.
 - i. Sufficient transition time between morning and afternoon classes must be included to allow for the practitioner's 30-minute lunch.
 - ii. If any current schedules are not currently in alignment with this agreement, the remedy may not extend the practitioner's contractual day
 - b. For any programs that have morning and afternoon classes on the same day, four times per week, members will have one day each week for professional work, including but not limited to paperwork, reports, IEPs, etc.
 - i. These members will not be assigned work from other classes or caseloads
 - c. ASD-SDC preschool offers intensive supports for students with moderate/severe needs:
 - i. The class will have a class size max of 10, 4 days per week.
 1. In the event that the delivery model changes to an AM/PM model 4 times per week, the class size max will become 7.
 2. During the implementation period, no student will be moved from a class due to the new maximums. Through attrition of students, the class size will be reduced to comply with the maximums.
 3. If vacancies cause class size to exceed 10/7 (per above), the District will use one-time funds to compensate impacted practitioners at a rate of \$50 per student per day.
 4. The caseload maximum is 12

- a. Beginning in July of 2027, if the teacher agrees to exceed 12, they will receive \$50 per day per student over their maximum.
 - i. When a member agrees to caseload management without service delivery, over their maximum, they will be paid a stipend per student: \$2,000 for August- December and/or \$2,000 for January-June, not to exceed \$4,000 per student per year.
 - ii. Stipends will be paid no later than January 31 and June 30.
 - ii. The class is staffed with a minimum of two (2) IAs at level III
 - d. Blended SDC preschool offers a preschool experience for a mixed group of students
 - i. The class is staffed with a minimum of two (2) IAs at level II or above
 - ii. The class size maximum is 12
 - 1. The class may serve up to 8 students requiring special education services per class
 - 2. The class may serve up to 4 community peers per class
 - iii. The caseload maximum is 16
 - iv. During the implementation period, no student will be moved from a class due to the new maximums. Through attrition of students, the class size will be reduced to comply with the maximums.
 - v. If vacancies cause caseload management with service delivery to exceed 16, the District will use one-time funds to compensate impacted practitioners at a rate of \$50 per student per day.
 - vi. Beginning in July of 2027, if the teacher agrees to exceed 12, they will receive \$50 per day per student over their maximum.
 - 1. When a member agrees to caseload management without service delivery, over their maximum, they will be paid a stipend per student: \$2,000 for August- December and/or \$2,000 for January-June, not to exceed \$4,000 per student per year.
 - 2. Stipends will be paid no later than January 31 and June 30.
 - e. Preschool Communication Class (PCC) provides a classroom experience for students whose primary need is speech and language support.
 - i. Each class is staffed with a minimum of two (2) IAs at level II.
 - ii. The class size maximum for classes with 3-year-olds is 10
 - iii. The class size maximum for classes with 4-year-olds is 14
 - iv. The caseload maximum (combined total of classes) is 34
 - f. Deaf and Hard of Hearing (DHH) classes are offered to students whose primary need is deaf and hard-of-hearing instruction.
 - i. The class is staffed with a minimum of two (2) DHH IAs
 - ii. The class size maximum is 12.
 - 1. During the implementation period, no student will be moved from a class due to the new maximums. Through attrition of students, the class size will be reduced to comply with the maximums.
 - 2. If vacancies cause class size to exceed 12, the District will use one-time funds to compensate impacted practitioners at a rate of \$50 per student per day.
 - 3. Beginning in July of 2027, if the teacher agrees to exceed 12, they will receive \$50 per day per student over their maximum

- a. When a member agrees to caseload management without service delivery, over their maximum, they will be paid a stipend per student: \$2,000 for August- December and/or \$2,000 for January-June, not to exceed \$4,000 per student per year.
 - b. Stipends will be paid no later than January 31 and June 30.
 - g. Deaf and Hard of Hearing (DHH) Infant Toddler Support Provider
 - i. This program combines classroom instruction, community-based visits, and home visits to provide services. These services will not exceed 22 hours per week to allow for lunch, preparation time, etc.
 - ii. The caseload maximum is 16 infants/toddlers
 - 1. This program also includes support from an SLP
 - iii. Given the unique needs for this role, the practitioner will be provided (or allowed to attend) IFSP (Individual Family Service Plan) training
 - h. Blended Preschool Teacher (ECE Support) :
 - i. The caseload maximum is 20.
 - ii. The practitioner may not be assigned to more than 5 sites.
 - iii. Each site has one (1) IA at level II
 - iv. In the case of an emergency, the teacher may be asked to fill in to cover for an absent employee. If the absence coverage is needed more than 2-3 times per month, the member will reach out to the Program Specialist to develop solutions.

12. If changes are needed in the service delivery model and would result in impacts on the members' workday or workload, the parties agree to review this agreement.

In previous negotiations, the parties agreed to add permanent staffing to address workload issues for special education service providers. The following ongoing positions for assessment and IEP support were added in a 2022 agreement:

Assessment and IEP Support: Below are the agreed-upon roles and responsibilities of these positions :

1. Special Education (Mild/Moderate): A special education program specialist will support the 4.0 FTE positions using strategies deemed successful during the Special Education Prototype (Aug. 21, 2021 SLA)
 - a. The primary job duties will consist of:
 - i. Assessing students
 - ii. Writing IEPs
 1. Providing support to practitioners with writing IEPs
 - iii. Attending IEPs
 - iv. Other supports may include providing services to students so that the case manager can assess.
2. Special Education (Moderate/Severe):
 - a. Assessing students
 - b. Writing IEPs
 - i. Providing support to practitioners with writing IEPs
 - c. Attending IEPs
 - d. Other supports may include providing services to students so that the case manager can assess.

3. SLP:

- a. Assessing students (for example, when SLP is over caseload, preschool walk-ons, private school students, home school students, etc.)
 - i. Other supports, including providing services to students, so that the case manager can assess.
- b. Support with IEPs:
 - i. Writing IEPs
 - ii. Collaborating on IEPs
 - iii. Attend IEPs
- c. Assist with screeners (if a large influx occurs at a site)



Timothy C. Dale, Ed.D. 8/18/20 Date
Deputy Superintendent
Schools and Student Support
San Juan Unified School District



Shannan Brown 8/18/20 Date
Executive Director
San Juan Teachers Association



Daniel Thigpen 9-19-20 Date
Executive Director
Labor and Government Relations
San Juan Unified School District

ATTACHMENT A

Compensation Scenarios for the MOU

Clarifications added on Aug. 19, 2026

The following examples below are for illustrative purposes only to support MOU interpretation and implementation. The examples are not intended to be a comprehensive list. The same student may not generate both forms of overage compensation for the same practitioner during the same period.

For 2026-27, the soft cap is 25 and the hard cap is 28.

Total Caseload RSP Elementary	Additional Students	Students at \$25 per day	# stipends generated
25 students on total caseload	3 students -case management only	3	0
25 students on total caseload	7 students- case management only	3	4
25 students on total caseload	8 students- case management with service delivery	8	0
25 students on total caseload	2 students- with service delivery only	2	0

For 2026-27, the soft cap is 14 and the hard cap is 17.

Total Caseload Mild Mod self-contained	Additional Students	Students at \$50 per day	# stipends generated
14 students total caseload	5 students- case management only	3	2
14 students total caseload	7 students- case management with service delivery	7	0
14 students total caseload	5 students-with service delivery only	5	0

For 2026-27, the soft cap is 12 and the hard cap is 14.

Total Caseload Mod/Severe self-contained	Additional Students	Students at \$50 per day	# stipends generated
12 students on total caseload	3 students -case management only	2	1
12 students total caseload	5 students- case management with service delivery	5	0
12 students total caseload	5 students- with service delivery only	5	0