## SIDE LETTER OF AGREEMENT (SLA) BETWEEN

# SAN JUAN UNIFIED SCHOOL DISTRICT (District)

### and the

## SAN JUAN PROFESSIONAL EDUCATORS COALITION (SJPEC)

Re: 2022-23 Pilot Adjustments to Request for Transfers
Updated January 31, 2024

### **Background:**

In their September 15, 2022 Tentative Agreement, the District and SJPEC agreed to jointly design by December 1, 2022 and pilot in the 2022-23 school year, adjustments to the Requests for Transfers process (as currently outlined in <u>Article 7.3</u> of the Collective Bargaining Agreement).

#### **Statement of Intent:**

**After evaluating the 2022-23 pilot process**, the District and SJPEC mutually agree **that continued improvements** to the voluntary transfer process have the potential to better support the success of experienced professional educators. The intent of this agreement is to allow site principals seeking a transfer the opportunity to meet staff and establish connections and relationships with a school community before a transfer is confirmed.

#### **Agreement:**

- 1. The parties agree that **effective during the 2023-24 school year**, Article 7.3: Requests for Transfers will be suspended and replaced with the following process:
  - a. In January of each school year, Human Resources shall begin providing principals the opportunity to request a transfer to a different site.
    - i. Requests must be submitted by the last workday in February.
  - b. Within two weeks of a posted vacancy, current principals who wish to be considered for a transfer will submit a letter of interest to Human Resources.
    - i. To be considered for a voluntary transfer, principals must be in good standing. For the purposes of this agreement, "good standing" is defined as:
      - 1. The principal's most recent evaluation is positive ("continuation without reservation")
      - 2. The principal is not currently on a work plan and does not have documented concerns over the past year
  - c. Division of Teaching and Learning (DTL) principal supervisors will review letters of interest and determine whether to schedule a meeting to dialogue with representatives from the school site and DTL.
    - i. After reviewing letters of interest, DTL principal supervisors shall schedule a one-on-one conversation with those that submitted letters of interest and provide feedback on their determination.
    - ii. If a meeting is scheduled with a school site, the District will work with the principal(s) and school site to make a reasonable effort to protect the confidentiality of the process.
  - d. If there is mutual interest between the site and the principal, DTL will schedule a second meeting with the principal to further evaluate the opportunity.
  - e. The Superintendent, upon recommendation from the principal supervisor, shall consider information learned during this process when making assignments for the following school year.
  - f. Principals will not be able to request a voluntary transfer after May 31 of each year.
- 2. This agreement shall not supersede <u>Article 2: Management Rights</u> and <u>Article 7.4: School-Site Transfers</u> of the Collective Bargaining Agreement, which outline management's right to assign or transfer employees when it is in the District's best interest to do so.
- 3. This Side Letter of Agreement is non-precedential and expires <u>June 30, 2025</u> or until replaced by contract language that supersedes this agreement (whichever comes first).

Daniel Thigpen 1-31-24		Damon Smith 1-31-24	
Daniel Thigpen	Date	Damon Smith	Date
Executive Director		President	
Labor Relations and Government Affairs		San Juan Professional Educators Coalition	
San Juan Unified School	District		