

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
SAN JUAN UNIFIED SCHOOL DISTRICT (District)
AND
SAN JUAN PROFESSIONAL EDUCATORS COALITION (Coalition)
Re: Implementation of new Vice Principals on Special Assignment (VPOSA)

Statement of Intent:

To address the impacts to working conditions on site administrators leading secondary schools that serve the highest rates of unduplicated pupil populations, the District and Coalition agreed (May 21, 2024 Tentative Agreement, Article 9.7) to create 4.0 FTE “Vice Principals on Special Assignment” (VPOSA), effective July 1, 2024.

The purpose of this MOU is to outline how these positions will be selected, their duties and responsibilities, and the specific ways in which they will provide support.

Term of Agreement and Pilot Phase:

This MOU is effective upon the date of signing.

The parties agree that the first school year (2024-25) of this agreement represents a pilot year. The parties agree to gather feedback from staff and begin revisiting the terms of this MOU no later than March 30, 2025 to review and evaluate new learning from the pilot phase. Revisions and updates informed by this review of the pilot phase may be made to this MOU, upon mutual agreement, no later than May 30, 2025.

Beginning July 1, 2025, the parties agree to review this MOU annually. Any revisions or updates to this document will be made upon mutual agreement.

All provisions of the collective bargaining agreement, including the grievance process, remain in force unless otherwise stipulated in this MOU.

Schools Designated to Receive VPOSA support:

The 4.0 FTE positions shall be funded using “Supplemental” and/or “Concentration” grant revenue as provided under the Local Control Funding Formula (LCFF). The parties agree that the ability to maintain these positions is dependent upon the ongoing availability of these LCFF grant revenue sources. Should the District experience any reductions in the level of LCFF Supplemental and/or Concentration funding it receives, this MOU, as well as Article 9.7 of the Collective Bargaining Agreement, will reopen for renegotiation.

The parties agree that the new VPOSA positions will provide priority support to secondary schools that serve the highest rates of unduplicated pupil populations (as defined in Education Code 42238.02). For the 2024-25 school year Pilot Phase, these

schools must have unduplicated pupil populations of 60% or above. Below are the eligible secondary schools for 2024-25:

- Encina High School
- Katherine Johnson Middle School
- Arcade Middle School
- San Juan High School
- Will Rogers Middle School
- Sylvan Middle School
- Mira Loma High School
- Mesa Verde High School
- Barrett Middle School

Upon completion of the pilot phase, the parties agree to review the above list of schools and consider any revisions, including exploring the feasibility of serving additional schools, including elementary/K-8 schools and/or those with unduplicated pupil populations of 40%-59%.

Eligibility to Apply

Eligible candidates for a VPOSA position must:

- hold an Administrative Services credential
- have a minimum of three (3) years of certificated experience in San Juan Unified.
- preferred qualifications will include candidates who have:
 - participated in Cultivating Leaders
 - experience in instructional coaching and learning-focused conversations
 - previous site administrative experience
 - experience serving at Title I schools

Hiring Practices and Timelines:

In preparation for the pilot phase (2024-25 school year), the District shall submit a job description for Board approval and advertise the vacancies for the VPOSA positions no later than Aug. 30, 2024.

The District will follow its established practices for advertising internal vacancies and selecting candidates.

Work Year and Hours, Compensation, and Primary Responsibilities:

Primary Responsibilities:

VPOSAs shall report directly to the District's Director of Secondary Education.

VPOSAs will provide direct support to schools with the highest rates of unduplicated pupil populations by:

1. Supporting System of Professional Growth (SPG) administrative caseloads at sites with historically high rates of temporary and probationary teachers. These teachers are contractually required to be assigned an administrator as a Facilitator in the SPG process.
 - a. This role will engage in a process including but not limited to classroom observations, utilization of various forms of evidence and reflective conversations.
 - b. (For more detail, including VPOSA caseloads, see “VPOSA Assignments” section of the MOU.)

2. Supporting after-hours and event supervision. Historically, site administrators have rotated supervision at non-instructional functions but, in recent years, have been less able to staff in that manner.
 - a. (More detail can be found under the “VPOSA Assignments” section of the MOU).

The District may assign other duties and responsibilities to a VPOSA subject to student, staff, and/or school site need.

VPOSAs will be expected to participate in the Cultivating Leaders program, if they haven't already, and attend all applicable District meetings including but not limited to vice principal meetings, districtwide leadership meetings, and others as determined by the District.

Compensation:

VPOSAs shall be compensated at the same salary range as Vice Principal, Middle School (Range 17). In accordance with Article 9.3 of the Collective Bargaining Agreement, VPOSAs are paid on a salaried basis and not considered hourly employees, nor are they entitled to overtime pay.

VPOSAs will be entitled to mileage reimbursement consistent with IRS rules and regulations.

Work Year and Hours:

VPOSAs shall work a 208-day calendar. The Director of Secondary Education shall work with each selected VPOSA to determine and set a daily schedule subject to student, staff, and site needs. This schedule may be modified each semester as needed.

VPOSA Assignments:

General:

The District retains all rights to place VPOSAs in accordance with Article 2 of the Collective Bargaining Agreement.

VPOSAs shall support no more than four (4) schools between SPG support and student supervision support. It is possible that some schools may receive support from more than one VPOSA at any given time depending on final assignments and schedules as determined by the District.

When making assignments, the District may consider factors including, but not limited to: the proximity of identified schools, the individual VPOSA's professional experience, and the VPOSA's knowledge of the identified school communities.

System of Professional Growth (SPG) Assignments:

VPOSAs shall have an SPG caseload of no more than 28 teachers.

Practitioners will be assigned to VPOSAs as early in the school year as practicable.

VPOSAs shall be required to attend any District-offered (or jointly offered with employee groups) SPG trainings during the time period that they are serving in their role.

Site Supervision Support Assignments:

The Director of Secondary Education shall work with supported school sites to review their annual calendar of non-instructional functions and site administrative staffing plans for those functions.

As soon to the start of the school year as practicable, VPOSAs will be assigned to supervise school site non-instructional activities in which all or most of the site's administrators are scheduled to staff the activity (in order to provide coverage in place of one of the site's administrators).

VPOSAs will not be assigned to more than six (6) non-instructional, after-school supervision events per month.

Work Location

VPOSAs will have an established rotation between their assigned school sites at a frequency determined by the District depending on need.

VPOSAs will be provided a designated work area at each assigned school site.

- Where practicable, the work area shall be in a fixed location during the length of the VPOSA assignment.

The District shall be responsible for equipping VPOSAs with a laptop or other comparable mobile device to ensure their ability to work from any District site or facility.

All VPOSAs will be permitted to work remotely, when applicable, per Board Policy/Administrative Regulation 4213.5.

- All SPG events shall be conducted in person.

Other Duties and Responsibilities

The District may assign other duties and responsibilities to a VPOSA subject to student, staff, and/or school site need. This includes providing staffing coverage at a supported school site during regular school hours in the event of an absence, emergency, or other unforeseen circumstances.

Employee Rights:

VPOSAs are Coalition members afforded all rights contained with the Collective Bargaining Agreement (unless specified in this MOU).

For the 2024-25 pilot year, a VPOSA shall have return rights to their previous position for the 2025-26 year only. If a VPOSA remains in their position for the 2025-26 school year, they no longer have return rights and the District retains all rights under Article 2 of the Collective Bargaining Agreement.

 8-6-24

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

 8/6/24

Melanie Allen Date
President
San Juan Professional Educators Coalition