MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN SAN JUAN UNIFIED SCHOOL DISTRICT (District) AND SAN JUAN TEACHERS ASSOCIATION (Association)

Regarding Investments to Reduce Practitioner-to-Student Ratios (updated May 28, 2025)

Statement of Intent:

The District and Association believe that by making efforts to lower class sizes, additional progress can be made toward addressing the needs of our schools' lowest-performing student groups. For example, practitioner-to-student ratios stand to provide more meaningful opportunities for differentiated instruction. Additionally, smaller class sizes have the potential to improve the continuity of student learning by - through improved working conditions for practitioners - reducing the level of staff turnover and instability most often seen in schools with the highest concentrations of student need (students who are learning English, socioeconomically disadvantaged, and/or foster youth).

Guiding Principles and Commitments:

The District and Association agree that the following principles and commitments shall guide the implementation of their joint efforts to reduce class sizes and practitioner-to-student ratios, commencing July 1, 2024:

- The parties agree that their joint efforts shall be grounded in equity, prioritizing the investment of resources toward solutions that benefit students in schools with a high-density designation (60% or above of "unduplicated pupils" as defined by Education Code 42238.02).
- The District and Association agree that creating the best chance for lasting success in a school system as large and complex as San Juan Unified is to begin this effort with a small-scale, limited pilot. This pilot will be used for planning, implementation, learning, and adjustment.
- The parties share a commitment to expanding class size reduction efforts to as many high-density schools as feasible over the course of multiple years.
- The parties share a commitment to exploring the feasibility of expanding future phases into schools with unduplicated pupil concentrations of 40%-59% (medium density).
- The parties agree that the planning and implementation of any subsequent phase of this effort beyond the pilot will be dependent upon the learnings of each previous phase of this agreement. **Planning for Phase 3 will** commence no later than **October** of 2025.
- The parties agree that by engaging in a multi-stage approach to this effort, the District and Association are building in time to address challenges and to creatively problem-solve.
- The parties also agree that the ability to scale class size reduction beyond the initial **phases** will be dependent upon:
 - o The ongoing availability of Local Control Funding Formula (LCFF) "Concentration Grant" dollars in future years
 - o Data including but not limited to the ability to staff at the levels required, staff, student, and family input, facility capacity, and other unanticipated learnings –

gathered during the pilot phases and any future phases of this effort

• The District and the Association agree to identify solutions – during this agreement's pilot phase as well as in any future phases – that avoid displacing students from their resident boundary school.

Phase 2 (Pilot Schools):

In the 2025-26 school year, the following eight (8) schools each with a high density of unduplicated pupil percentage (60% or greater), will be included in the pilot phase of this agreement:

- Encina Preparatory High School
- San Juan High School
- Arcade Middle School
- Katherine Johnson Middle School
- Will Rogers Middle School (added 2025-26)
- Kingswood K-8 School
- Starr King K-8 School
- Mariposa Elementary (added 2025-26)

The identified pilot schools will receive additional staffing (FTE) to meet the following proposed practitioner-to-student ratios for the 2025-26 school year:

- Secondary departmentalized (English, Math, Science, Social Studies, **World Language** courses): 25:1 avg, 28 max
 - including departmentalized middle grades at K-8 schools
 - Secondary Physical Education courses required for graduation (PE 1 & PE 2), shall be staffed at the 1.35 ratio stipulated in Article 7 of the Collective Bargaining Contract. Meaning the following shall apply in PE classes at the identified secondary schools:
 - o Class Average = 34:1
 - o Class Max = 38:1
- Elementary self-contained: 26-1
 - including self-contained middle grades at K-8 schools
 - Schools that are part of the pilot program will receive ELD staffing at the following rate:
 - o Elementary ELD = 70:1 (ratio)
 - o Secondary ELD = 25:1 (class size)

Additionally, at schools that are not a part of the pilot, the District agrees to staff Secondary ELD at the following levels:

- ELD secondary (Newcomers, ELD Level 1, ELD Level 2): 25-1 (class size max)
- ELD secondary (ELD Level 3 & 4): 30-1 (class size max)
- Any practitioner who exceeds their class size max will receive the "Over-Contact Max" stipend at the secondary rate located on D6 of the Collective Bargaining Agreement (\$7 per student/per period/per day) not to exceed the Beyond Contract total.

In addition, the District and Association agree to create a Side Letter of Agreement to explore staff Elementary ELD at a lower ratio at selected sites.

Additionally, any compensation for the "Over-Contact Max" stipend will be in accordance with Article 8.01.18 of the Collective Bargaining Agreement. In all cases, total compensation over the course of a school year shall not exceed the Beyond Contract Stipend listed on D6.

Effort to implement:

The District and Association recognize some identified schools may be unable to immediately implement the proposed class size ratios for the 2025-26 school year. It is the goal of this agreement that every effort will be made to reach full implementation for the start of the school year. In the event that a school is not able to fully implement CSR at the start of the school year, the Leadership Team will communicate with the District and Association to develop a plan to support the team in the transition. During the transition, all relevant elements of Article 8.01.17 and 8.01.18 shall apply. The following examples are for illustration purposes only:

- Elementary School A is unable to reduce class size to 26 in 2nd grade without displacing a student. The teacher who takes the 27th student will be compensated for the 27th student at the \$25 rate, per/student, per/day.
- Elementary School B is unable to reduce 5th grade down to 26, and one teacher has 29 students and one teacher has 28 students. Each teacher will be compensated the \$25 rate, per/student, per/day for each student above 26.
- Secondary School C is unable to reduce PE down to the max of 38, and three classes are at 42 students. PE teacher of record will be compensated for four students at the \$7 rate, per/student, per/day, per/period.
- In all examples above, the cap for additional compensation will be the Beyond Contract Stipend as noted on D6 and in accordance with the language put forward in Article 8.01.18 of the Collective Bargaining Agreement.

As the District and Association begin the planning process (in October 2025) for Phase 3 (for 2026-27 school year) they will consider the Process Framework outlined below, and approach schools with an open and creative thought process.

Process Framework:

This framework will guide the process for **the Pilot** of class-size reduction efforts.

Each step of the Process Framework will represent a collaboration between the District, the Association, the School and its Site Leadership Team.

Each phase of this agreement, including the initial pilot phase, shall consist of the following steps:

- 1) Assess current capacity of site:
 - a) If unable to implement immediately, create a plan to explore interim solutions during the transition from planning to implementation (hereinafter referred to as a "bridging" plan)
- 2) Assess potential future capacity needs
- 3) Transition to Implementation

4) Full Implementation

Step 1: Assess Current Capacity

The intent of Step 1 is to accurately assess current site capacity.

Each school will assess its current capacity based on the following factors:

- Current student enrollment
- Projected enrollment
- Current staffing FTE
 - o Including over-contract FTE, part-time contract FTE, and shared-use classrooms or spaces
- Current space allocations
- Future construction including known changes to the site facilities
- Future or current changes to enrollment boundaries

This process will be completed in collaboration between the District, Association and Site Leadership Team. Steps may include but are not limited to:

- Walking a facility to assess current use of space
- Reviewing facility use plans, current and historical
- Reviewing plans for future construction or remodeling, if any
- Scheduling formal and informal conversations with staff to assess facilities use

Step 1 will include meeting with the whole staff to present findings and gather additional information.

If a site, after consulting with staff, the District and Association, determines that it has the ability to move to Full Implementation beginning in the 2024-25 school year, that site should move directly to Step 4.

If a site, after consulting with staff, the District and Association, determines that it does not have the ability to move to Full Implementation beginning in the 2024-25 school year, that site moves to Step 1(a).

STEP 1(a):

The intent of Step 1(a) is to create a plan to explore interim solutions during the transition from planning to implementation.

A site will create a bridging plan to determine:

- a) the number of years needed to reach necessary capacity
- b) the necessary steps needed to implement the site transition

Step 1(a) will be determined by each site and Site Leadership Team in consultation with the District and Association to reach full implementation.

A bridging plan will include necessary staffing changes, facilities changes and resource allocation.

This plan may include (but is not limited to):

- Reduced enrollment caps for incoming non-resident students to allow gradual reductions, where needed.
- Over-contact compensation based on reduced class size maximums, where needed (not to exceed in a single year the value of the Beyond Contract stipend listed in the Collective Bargaining Agreement).
- Adherence to pre-reduction contract "hard cap" maximums during bridging process, where needed.
- Hiring of additional staff.
- Room sharing arrangements and creative use of shared facilities.
- Co-teaching arrangements.
- Reduction for particular grade levels or courses as an individual site deems appropriate per their bridging plan.
 - i) Example A The site does not have space to reduce all core classes at every level, but does have the space to reduce all lM1 and IM2 classes, which the leadership team, in consultation with the staff, has identified, by analyzing data, as a challenge point for student outcomes.
 - ii) Example B The site does not have space to reduce all core classes at every level, but can do all 9th grade core classes, which the site leadership team, in consultation with the staff, has identified as the grade level in need of the highest level of support.
- Temporary room reassignments or mobile classrooms, as an individual site deems appropriate per their bridging plan.

A site bridging plan is expected to be implemented at a maximum of years proportional to the number of grade levels being reduced on site.

- For example: a 9-12 site will plan to complete its bridging process and move from Step 2 to Step 4 in four years maximum.
- If a site has capacity to reduce at an accelerated timeline, Step 4 may be reached as soon as a site is able.
- Additionally, if a site is able to make partial progress towards full class size reduction, the site is encouraged to do so where practicable as part of an interim bridging plan.

If a site needs additional time to implement their bridging plan, the site will work with the District and Association to make the appropriate adjustments.

Step 2: Assess Future Capacity Needs

The intent of Step Two is to assess the maximum enrollment capacity and use of facilities necessary under full reduction implementation.

For full implementation, each site will assume:

- Class size maximums at the new reduction ratios for all grade-levels and classes.
- Facilities use for staffing at 1.0 FTE maximum.
- Removal of all Step 1(a) bridging arrangements unless by site exception from practitioner consent.

The District will commit to monitor site enrollment and set maximums based on the needs for full reduction implementation. The District and Association agree that priority for enrollment shall be given first to students living in the residential boundaries of the school site.

Step 2 will include meeting with the whole staff to present findings and gather additional information.

After the Site Leadership Team, in consultation with the staff, agrees to a full implementation plan, the District and Association will review the plan and after agreement, facilitate the site design of Step 3.

Step 3: Transition to Implementation

The intent of Step 3 is to begin the implementation of the steps outlined in Step 2. This will include:

- Implementation of reduced enrollment caps for incoming students, where needed.
- Compensation for over contact maximums or beyond contract stipends, where needed.
- Implementation of facility-use arrangements per the site design in the bridging plan. The District and Association agree to work closely with the Site Leadership Team and staff during Step 3.

Step 4: Full Implementation

The intent of Step 4 is to remove the bridging plan and ongoing support for a site's reduced class size maximums.

Class size reduction full implementation will be determined by joint review of the site SLT, the Association and the District. Once all parties have determined reduction has been fully implemented, the reduced classroom ratios will be considered contractually binding for that site, and all interim measures implemented in Step 1(a) will discontinue.

If, in the event the District or Association determines class size reduction to be incomplete, these parties may extend Step 4 for an additional time per agreement.

Identifying schools for future phases

In October of 2025, the District and Association will meet to begin reviewing learnings from Phase 1&2 and planning for the next phase of class size reduction.

The selection of additional schools for Phase 3, including the number and grade levels of additional

schools identified for the next phase, is subject to mutual agreement between the District and Association using the following criteria:

- schools are among those that have the highest density designation student population (60% or above of "unduplicated pupils" as defined by Education Code 42238.02).
- an evaluation of facility capacity
- ongoing availability of Local Control Funding Formula (LCFF) "Concentration Grant" dollars
- student, family, and staff input gathered during Phase 1 & 2

Adjustments to strategies will be made as needed by agreement between the District and the Association. All other mutually agreed upon revisions and updates to this document will be captured annually.

All provisions of the Collective Bargaining Agreement, including the grievance process, remain in force unless otherwise stipulated in this Memorandum of Understanding.

Daniel Thigpen

Date

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San Juan Unified School District

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-31/28/2025