

MASTER CONTRACT

Between

San Dieguito Faculty Association

And

**San Dieguito Union High
School District**

Effective:

JULY 1, 2012

Through

JUNE 30, 2015

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GENERAL PROVISIONS

ARTICLE 1.01: SCOPE OF NEGOTIATION

The Scope of Negotiations under this Agreement shall be limited to:

- A. Wages
- B. Hours of employment
- C. Other terms and conditions of employment (Health and welfare benefits as defined by the Government Code Section 53200).
- D. Leave policies
- E. Transfer policies
- F. Safety conditions of employment
- G. Class size
- H. Evaluation procedures
- I. Organizational security
- J. Processing of grievance procedures

The Public Employment Relations Board (P.E.R.B.) shall make the final decision with regard to all matters within the scope of negotiation. All other matters not specifically enumerated above are reserved to the District and are not subject to meeting and negotiating.

ARTICLE 1.02: SCOPE OF CONSULTATION

The scope of consultation under this Agreement shall be limited to:

- A. Consulting on the definition of educational objectives.
- B. Consulting on the determination of courses and curriculum.
- C. Consulting on the selection of textbooks to the extent such matters are within the discretion of the District under the law.

The District may make any preliminary definition, determination and selection of the above matters prior to or during the period of consulting with the Association. The District shall make the final decision with regard to all matters within the scope of consultation.

ARTICLE 1.03: RECOGNITION

The District recognizes the Association as the exclusive representative of all certificated employees of the District employed in the following classifications. Hereafter in this contract, "unit member(s)" include but are not limited to the following classifications:

- A. Classroom Teacher
- B. School Nurse
- C. Counselor
- D. Teacher of Visually Handicapped
- E. Speech and Hearing Specialist
- F. Librarian/Media Teacher
- G. Long Term Substitute Teacher
- H. Temporary Teacher
- I. Teacher on Special Assignment
- J. Adult and Summer School Teachers who hold certificated positions in the regular day school program
- K. Work Experience Teacher
- L. School Psychologist

Specifically excluded from recognition are those certificated employees who are certificated as management or confidential, including but not limited to the following classifications:

- A. Superintendent
- B. Associate Superintendent
- C. Executive Director, Pupil Services
- D. Director of Technology
- E. Principal
- F. Assistant Principal

ARTICLE 2.01: WORKING HOURS

- A. Each unit member shall devote as much time as is necessary to properly plan, prepare and carry out assigned duties. As a part thereof, each unit member is expected to be on campus in sufficient time prior to the first scheduled activity each day and to remain on campus for a sufficient time after the end of the last scheduled activity each day so as to permit students, parents and other persons to discuss school matters with the unit member. Unit members may be required to attend and/or supervise meetings and activities outside the normal school day.
- B. Each unit member teaching four (4) or more hours per day shall be entitled to a duty-free uninterrupted lunch period of forty (40) consecutive minutes, including passing periods.
- C. The site administrator shall have the right to structure and direct in a non-discriminatory manner unit members' work day, as described herein, consistent with District-wide practices that existed in the 1976-77 school year, except that the length of the instructional day will remain consistent with 1998-99 practice.
- D. Impact on the Work Day: When a principal/site is considering a change that could directly or indirectly affect the work day, the building principal should take the following steps prior to initiating the action on the change:
 - 1. Review the contract with the Associate Superintendent/Human Resources.
 - 2. Meet with the SDFA Building Representative and/or the SDFA President.
 - 3. Submit a written proposal to the Superintendent for review by Superintendent and SDFA President.
 - 4. Meet with the SDFA President and the Superintendent for mutually agreed-upon decision.
- E. All middle schools shall be authorized to have the same number of minimum days. The number and scheduling of minimum days may vary from campus to campus to meet the needs of the high school. No minimum day may be scheduled without a verification that the total number of annual instructional minutes offered to students equal the state required minutes of instruction necessary to qualify for the longer day, longer year funds.

Staff development activities will be planned by the Associate Superintendent of Educational Services and principal with input from the San Dieguito Faculty Association (SDFA).

- F. Non-paid adjunct duties scheduled outside the normal school day shall be assigned to unit members in as equitable manner as is possible by a site administrator. Unit members assigned to more than one site shall not be responsible for more adjunct duties than the unit member assigned at the single site, with the exception of attending both back-to-school nights.
- G. Unit members may recommend agenda items to a site administrator for faculty meetings.
- H. In emergencies, when requested by the principal or his/her designee, unit members may volunteer to cover during their prep period a reasonable and equitable number of classes other than their own. Emergency is any situation which could not reasonably be anticipated. Emergency class coverage shall be compensated proportionately at the curriculum hourly rate.
- I. The North County Alternative High School will operate on a year-round calendar. No unit members will be involuntarily transferred into this program.
- J. All counselors shall be required to work ten (10) days prior to the first day of the regular instructional contract calendar. Counselors will be paid for the ten days at their per diem rates.
- K. When the District determines that an emergency scheduling situation exists, and the Association concurs, a permanent unit member may be assigned to teach an additional section subject to the following criteria:
 - 1. No unit member will be assigned without his/her approval.
 - 2. The unit member who voluntarily teaches six (6) periods during a semester will teach four (4) periods the following semester.
 - 3. The unit member who voluntarily teaches four (4) periods during a semester will teach six (6) periods the following semester.
 - 4. This provision may be initiated a maximum of three (3) times per school year on a District-wide basis.
 - 5. Initiation of this provision will have no impact on a unit member's salary or benefits.

6. No unit member will be assigned under this provision four (4) consecutive semesters.
 7. The provisions of this section may be changed by mutual agreement of the District and the Association.
- L. The District shall participate in the Reduced Workload Program as provided in Education Code Section 22713.

Employees may request, and the District may grant, reduced workloads with full retirement credit, subject to the following conditions:

1. The option of the Reduced Workload Program must be exercised at the request of employee for a period not to exceed ten (10) years. Paperwork for this optional program must be renewed each year.
2. The member shall have been employed full-time in a position requiring membership in this system for at least 10 years of which the immediately preceding five years were full-time employment.
3. During the period immediately preceding a request for a reduction in workload, the employee shall have been employed full-time in a position requiring membership in this system for a total of at least five years without a break in service. For purposes of this subdivision, sabbaticals and other approved leaves of absence shall not constitute a break in service. Time spent on a sabbatical or other approved leave of absence shall not be used in computing the five-year full-time service requirement prescribed by this subdivision.
4. Employees must have reached the age of fifty-five (55) prior to a reduction of workload.
5. Employees will be paid salaries which are the pro-rata shares of the salaries they would have earned had they not elected to exercise the option of part-time employment.
6. Employees will retain all other rights and benefits for which they make the payments that would be required if they remained in full-time employment.
7. Employees will receive medical and dental insurance benefits as provided for in this Agreement in the same manner as full-time employees.

8. Minimum part-time employment will be the equivalent of one-half (1/2) of the number of days of service required by employees' contracts of employment during their final year of service in full-time positions.
9. Reduced service will be defined as half-time on a semester, daily, or hourly basis.
10. The member shall contribute to the Teachers' Retirement Fund the amount that would have been contributed had the member been employed full-time.
11. The employer shall contribute to the Teachers' Retirement Fund an amount based upon the salary that would have been paid to the member had the member been employed full-time and at the rate specified by the board.

M. E-Learning Programs: If a site wishes to establish an E-Learning program, it must first be mutually approved by the District and SDFA. Continuation and expansion of any District E-Learning program will be subject to mutual agreement of the District and SDFA.

1. Selection Process

- Applications will be made available to all certificated district members
- Candidates will be interviewed by a district panel including:

Site administrator
Department Chair or designee
Two district teachers from the department in which
E-Learning is being considered
Director of Technology
Associate Supt. of Educational Services

2. Qualification of Candidates

- Advanced training or experience in technology
- Experience or advanced knowledge in E Learning
- Thorough and extensive understanding of curricular area

3. Integrity of Curriculum

- Curriculum will conform with State and district standards
- Curriculum will be reviewed by department
- Curriculum will be reviewed by Coordinating Council
- Curriculum will be reviewed and approved by Board of Trustees

4. Assignment

- Assignment for E Learning courses will be evaluated and assigned on a yearly basis
- A maximum of 3 sections at each site will be offered
- The assignment is an on-site assignment
- Student/teacher contact time and office hours will be established by mutual agreement of SDFA and the District.

N. As 0 and/or 7th period classes become available in a site's schedule, the principal will make the class(es) available to all qualified teachers. The principal will then assign the class(es) to interested teachers.

1. No teacher will be required to teach a 0 or 7th period class.
2. The schedule of a teacher who teaches a 0 or 7th period class will be limited to 0-5th periods or 2-7th periods. Exception: a temporary or probationary teacher's schedule may differ in order to meet the scheduling needs of a school site.

O. The unit member work year shall consist of a maximum of one hundred eighty-six (186) days, except for counselors who work an additional 10 days at their per diem rate.

P. The Board agrees to pay reasonable expenses (including fees, meals, lodging, and/or transportation) incurred by unit members who attend conferences, visitation and training sessions with the approval of the Superintendent, Associate Superintendents or on-site administration. (refer to Appendix F)

Q. Unit members shall be provided three full days (of the total six inservice days) for individual school preparation for the 2012-2013, 2013-2014, and 2014-2015 school years. Dates of these preparation days to be determined by SDFA after consultation with the District.

ARTICLE 3.01: SAFETY CONDITIONS OF EMPLOYMENT

A. A unit member has a responsibility for submitting written recommendations to the District regarding the maintenance of safe working conditions, facilities and equipment, repairs and modifications, and other practices designed to insure compliance with applicable standards of the California Occupational Safety and Health Act, California State Compensation, and the provisions of the school district fire and liability insurance programs. When a unit member submits a written recommendation, the District shall provide the unit member with a written response describing what action, if any, the District intends to take regarding the recommendation.

B. Learning Environment/Disruptions: Per Community Relations Board Policy #1314, the Board of Trustees is committed to a learning environment that fosters mutual respect among district teachers, parents, and students. Communication between parents and teachers is encouraged to enhance each student's opportunity to achieve at the highest possible level. The Board of Trustees also encourages parent involvement in school-related organizations such as site councils, parent club/PTA's, and site foundations that assist the district in maximizing opportunities for teaching and learning at each school site.

Parents may contact teachers at the school site by telephone or by appointment. The Board of Trustees encourages positive communication and discourages volatile, hostile, or aggressive actions that could have a negative impact on the learning environment of both teachers and students.

The district is responsible for maintaining a reasonable, safe and harassment free workplace for students and staff and for preventing unauthorized persons from entering school/district grounds.

The Administrative Regulation contains the complete process.

C. Any other abuse of school personnel, assault or battery upon school personnel or any threat of force or violence directed toward school personnel at any time or place which is related to school activity or school attendance shall be reported by a unit member to their immediate supervisor. Incidents of assault or battery upon a unit member shall be reported to the appropriate law enforcement agency. Each unit member shall complete reports required by the District relating to the violations described herein.

D. The District will provide liability coverage to insure unit members against damages to others or property of others arising within the scope of their employment.

- E. Scope of employment shall include any school sponsored activity such as field trips, club sponsorships or other school sponsored extra-curricular activities which require student contact.
- F. If a unit member believes a student is impairing the safety of the staff or students, that student shall be referred to a site administrator for appropriate action.
- G. The unit members shall have the protection of all laws in the Education Code and Labor Code that deal with safety of employees.
- H. The District shall reimburse a unit member up to \$200 for any out-of-pocket loss, damage or destruction of personal property of the unit member sustained in situations that fall within the scope of District employment. A unit member may petition the Board for reimbursement beyond the stated limit.
 - 1. For the intent of this section, "personal property" is defined as eyeglasses, hearing aids, dentures, and unit member-owned materials or equipment utilized with the prior written approval of the District. Appropriate reports to law enforcement agencies shall be filed by the unit member in cases of stolen property.
 - 2. A unit member filing a claim pursuant to this section shall file said claim on the **District-prepared claim form** no later than five (5) working days following the damage or loss of property in question. The District retains the right to inspect all damaged property and to require full disclosure of witnesses, prior to conditions, and full description and serial numbers of damaged or stolen property.
- H. The District may reimburse a unit member who is regularly assigned to travel between two or more sites during the work day up to \$200, for any uninsured cost related to loss, damage or destruction of a unit member's motor vehicle being utilized to travel between sites, during duty hours in situations that fall within the scope of District employment, subject to the following conditions:
 - 1. Appropriate reports to law enforcement agencies shall be filed by the unit member.
 - 2. Appropriate reports to the unit member's auto insurance company shall be filed by the unit member.
 - 3. The unit member shall provide the District with appropriate reports and information that may be required to process claims pursuant to this section.

ARTICLE 4.01: LEAVE POLICIES

With Pay

A. Personal Illness or Injury Leave

1. Regular Certificated Unit Members

- a) All full-time certificated unit members shall be entitled to a maximum of ten (10) days leave of absence for illness or injury with full pay for a school year of service. Less than full-time certificated unit members shall be entitled to leaves of absence for illness or injury as follows:

| | |
|---|------------------|
| Up to 20 percent full-time employment: | 2 days per year |
| 21 to 40 percent full-time employment: | 4 days per year |
| 41 to 60 percent full-time employment: | 6 days per year |
| 61 to 80 percent full-time employment: | 8 days per year |
| 81 to 100 percent full-time employment: | 10 days per year |

- b) Unit members may accumulate unused illness or injury leave without limitation.
- c) A unit member may transfer accumulated illness or injury leave to or from the District according to the provisions of the Education Code in effect at the time of transfer.
- d) If a unit member is terminated and has used more illness or injury leave than was earned, the amount used but not earned shall be deducted from his/her final pay warrant.
- e) Any unused sick leave credit may be used by the unit member for sick leave purposes, without loss of compensation. Upon exhaustion of all accumulated sick leave credit, a unit member who continues to be absent for purposes of this policy shall receive differential pay for a period not to exceed five (5) continuous school months. In order to qualify for differential pay, a unit member shall first utilize all accumulated sick leave and in no event shall days of differential pay, following sick leave credit utilization, exceed one hundred (100) days in any school year. Differential pay shall be allowed for any single and continuous school absence. Differential pay is defined as the difference between a substitute's and the unit member's regular pay. As used herein, the substitute's regular rate shall be the short-term rate until a substitute is eligible to receive the long-term rate.

- f) Unit members must contact the SEMS system in advance of taking illness or injury leave whenever possible in order that other arrangements may be made for the services needed.
 - g) Upon request by the Associate Superintendent/Human Resources, absences for illness leave utilization for more than two (2) days shall be verified by a doctor, or, if a physician was not consulted, reasonable verification satisfactory to the Associate Superintendent/Human Resources must be submitted. In the event unauthorized use of sick leave is indicated, verification may be required by the Associate Superintendent/Human Resources.
 - h) Unit members returning to work from leave after major surgery or long-term illness may be required to present a doctor's release verifying medical permission to return to work.
 - i) Unit members shall have the appropriate number of sick leave days credited to them at the beginning of each school year.
2. The District shall provide each unit member with a written statement of his/her accrued sick leave total, which includes leave entitlement for the current year by October 15.
 3. Adult school teachers in the unit who teach mandatory programs will receive one (1) hour of sick leave for every 17 1/2 hours of adult school teaching that they perform. Compensation for adult school leave of absence shall be based upon the adult school compensation rate. Such leave shall be accruable.
 4. Summer school teachers in the unit shall be entitled to one (1) hour of sick leave for every 17 hours of teaching for illness or injury per summer. Leave earned during summer school may only be used during the summer school employment.

5. Donation of Leave for Catastrophic Illness

- a) In the event of a catastrophic illness or injury to a unit member, a sick leave bank may be established.
- b) Catastrophic illness or injury is defined to mean an illness or injury that is expected to incapacitate a unit member for an extended period of time.

- c) A bank will allow unit members to donate up to five days of accumulated sick leave to a unit member. A unit member who chooses to donate:
1. must always maintain a balance of at least twenty (20) days sick leave.
 2. may only donate up to five days of accumulated sick leave that are above the minimum balance of twenty (20) days of sick leave.
 3. must provide written notice to the District Office of the intent to transfer the accumulated sick leave days.
 4. must donate in one day increments up to a maximum of 5 accumulated sick leave days.
 5. must complete a sick leave donation application. This application explains the sick leave donation process as well as acknowledges, in writing, to the District Office that the unit member understands that he/she can not revoke the donation of accumulated sick leave days because all transfers of accumulated sick leave days are irrevocable and binding. The donating unit member must sign and date this acknowledgement and application.
- e) The sick leave donation bank could go into effect after a unit member has exhausted all accrued sick leave.
- f) The unit member who is requesting a donation of leave for catastrophic illness:
1. must request in writing to the Assistant Superintendent/Human Resources that accumulated sick leave days be donated and the method of notification.
 2. must provide verification of the catastrophic illness or injury.
- g) A District committee composed of two Association members and the Assistant Superintendent/Human Resources will determine whether the unit member is eligible to receive the donated days.
- h) The unit member receiving the donated accumulated sick leave days can only receive donated accumulated sick leave days for a maximum of forty-five (45) days in any one school year.

B. Personal Necessity Leave

1. A unit member may use his/her regular accumulated illness/injury leaves for cases of personal necessity.
2. Personal Necessity Leave shall be limited to circumstances that are serious in nature and/or that the unit member cannot reasonably be expected to disregard, and/or that necessitate immediate action, and/or that cannot be taken care of after work hours or on weekends, and/or for observance of religious holidays.
3. Unit members desiring to use Personal Necessity Leave shall secure prior approval from the District, following District procedures, within a minimum of three (3) days of the start of the leave unless an unforeseen circumstance which calls for immediate action makes it impossible.
4. Unit members shall not be required to receive advance permission for: Personal Necessity Leave taken for: death or serious illness of an immediate family member; accident involving his/her person or property, or the person or property of a member of his/her immediate family. In such cases, however, unit members shall be expected to make every reasonable effort to comply with District provisions designed to secure substitutes.
5. Unit members returning from Personal Necessity Leave must submit the appropriate absence form.
6. Personal Necessity Leave shall not include items such as social obligations, recreational activities and personal business, including, but not limited to, occupational investigation, shopping, etc. Neither shall Personal Necessity Leave include work stoppages and other concerted activities. In the event of a reduction in force (layoff), those unit members who are so affected may use Personal Necessity Leave for occupational investigation.
7. An adoptive parent may request personal necessity leave (maximum 2 weeks) for attending to an adopted child within seven (7) days of the adoption.

C. Personal Business Leave

1. A unit member may use up to six (6) days per school year of accumulated sick leave for personal business. These days may be used at the unit member's discretion.

2. Twenty-four (24) hours advance notice shall be required. Such leave may not be used the first or last instructional day of the school year, nor on the three state-funded staff development days.
3. A maximum of four (4) personal business days may be used on consecutive workdays (e.g., Monday through Thursday; Thursday through Tuesday; Friday through Wednesday, Tuesday through Friday).
4. The maximum number of unit members at each work location who shall be granted Personal business Leave on any one day is based on unit member full time equivalents (FTE) as follows:

| Site | FTE | Maximum Number |
|----------|-----|----------------|
| 0 - 10 | | 1 |
| 11 - 20 | | 2 |
| 21 - 30 | | 3 |
| 31 - 50 | | 5 |
| 51 - 70 | | 7 |
| 71 - 90 | | 9 |
| 91 - 100 | | 10 |
| 101+ | | 10 |

5. The site administration is required to notify the unit member and the Association building representative in writing by the end of the instructional day on the day of the request if he/she is denied Personal Business Leave.

D. Bereavement Leave

A unit member shall be entitled to a maximum of four (4) days of absence with full pay in conjunction with the death of any member of his/her immediate family. If out-of-state travel or travel within the state in excess of 450 miles is required, the maximum shall increase to six (6) days. The term immediate family is defined as mother, father, sister, brother, husband, wife, registered domestic partner, child, grandmother, grandfather, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, or a relative living in the immediate household of the unit member, or a family member for whom the unit member is the primary caretaker.

E. Judicial-Government Leave

1. A unit member shall be granted leave to appear in court as a witness when subpoenaed. A unit member may be granted leave to respond to an official

order from another governmental jurisdiction other than as a litigant and not brought about through the connivance or misconduct of the unit member.

2. A unit member shall be granted a leave to appear for jury duty in the manner prescribed by law and shall receive his/her regular pay.
3. A unit member shall not be granted paid leave to appear in court or other official proceedings against the District.
4. A unit member who receives notice to appear for jury duty during teaching days may postpone jury duty to non-teaching days (i.e., summer) and shall be compensated at the current daily substitute rate for each such day. The procedure for such postponement and compensation is as follows:
 - a) Attach a copy of the **original** jury duty notice and signed official court validation for each day of jury duty served.
 - b) Forward to Payroll
 - c) For purposes of this article, summer school will be considered teaching days for unit members teaching summer school.

The District may request further verification of any/all of the aforementioned documents.

F. Industrial Accident Leave

1. For the purpose of this section the term "duty" refers to all scheduled working days, including legal and Board declared holidays, on which a unit member employee is authorized to receive salary payment.
2. The term "qualified for workers' compensation" requires that an accident report be filled out and kept on file in the District. In the event of a rejection of the claim by the District, industrial accident leave shall not apply. The unit member has the right to appeal such decisions to the Workers' Compensation Appeals Board.
3. An industrial accident or illness means an illness or injury incurred within the course and scope of employment.
4. Unit members who are absent from duty because of illness or injury resulting from industrial accident qualifying for workers' compensation are granted industrial accident leave under the following conditions:

- a) Industrial accident leave applies from the first day of such absence from duty to and including the last day of such absence from duty but not exceeding sixty (60) working days in any fiscal year for the same industrial accident.
- b) The amount of salary paid to such unit member in any calendar month will be the salary he/she would have received had he/she not suffered the industrial accident or illness.
- c) If the unit member is still absent from duty as a result of such industrial accident leave, he/she shall then be entitled to the benefits provided by the law and District policy for accrued sick leave and extended sick leave, respectively.
- d) For any days of absence from duty as a result of the same industrial accident whether the unit member receives salary payments under industrial accident leave, other paid leave, or vacation, the unit member shall endorse to the District any wage loss benefit check from District Compensation Insurance Fund which would make his/her total compensation from both sources exceed one hundred percent (100%) of the amount he/she would have received as salary had he/she not suffered the industrial accident or illness.
- e) Days of absence under industrial accident leave shall not be deducted from the unit member's sick leave accumulations but the amount of industrial accident leave shall be reduced by one (1) day for each day of such authorized absence from duty regardless of a compensation award.
- f) If an industrial accident absence beginning in one fiscal year extends into the next fiscal year, the unit member shall be entitled in the new fiscal year for the same accident or illness only to the amount of unused industrial accident leave remaining at the end of the fiscal year in which the industrial accident occurred.
- g) Allowable industrial accident leave shall not be accumulated from year to year.
- h) In order to be eligible for industrial accident leave, the unit member, while absent from duty with the District, shall remain within the State of California unless prior approval is granted by the Board for travel outside the state.

- i) A unit member who is eligible to return to service and has been medically released for return to his/her duties, but fails to accept an appropriate assignment may be placed on health leave of absence.

G. Sabbatical Leave

For the duration of this contract, a minimum of three (3) sabbaticals per school year shall be approved provided there are at least three (3) or more qualified candidates.

1. Objectives

- a) Sabbatical leaves may be granted only for the purpose of study, research, for the completion of a special project, or for travel incidental to the sabbatical, which is related to a work assignment in the District.
- b) In accordance therewith, applicants shall submit a planned program of study/research or a special project for approval by the Board of Trustees through the Sabbatical Leave Committee.

2. Extent and Duration

- a) The number of unit members absent on sabbatical leave at any time shall not exceed seven (7) people.
- b) The number of unit members absent on sabbatical leave at any one site shall not exceed two (2). The Superintendent may waive this provision.

3. Pre-Qualifying Conditions

- a) Applicants must be in permanent, full-time status within the District at time of application.
- b) Applicants must have served in regular, full-time certificated status in seven (7) out of the last ten (10) years in the District. Qualifying service shall be construed as 75% of the teaching days for each school year.
- c) Applicants must adhere to all timelines and procedures for sabbatical application.

4. Eligibility Requirements

- a) Leaves of absence for study should include the name of the institution that shall be attended, the number of units that will be carried, whether a degree will be received, and the types of courses, which will be taken. Verification of course work will be required.
- b) Leaves for research or special projects and travel incidental to the sabbatical shall include a description of the proposed research or project.
- c) Eligibility shall be determined based on how the sabbatical will benefit the individual, benefit students, and benefit the District.
- d) The Sabbatical Leave Committee will score applications as follows:
 - 1. Benefit to the Individual (0-20 points)
 - a) Professional Growth (0-10)
 - b) Personal Growth (0-10)
 - 2. Benefit to Students (0-20 points) as follows:
 - a) Minimum disruption to classroom instruction (0-5 points)
 - b) Enrichment of the instructional program (0-15 points)
 - 3. Benefit to the District (0-20 points) as follows:
 - a) Availability of replacement (0-5 points)
 - b) Assist District programs (0-15 points)
- e) Applications receiving thirty-five (35) or more points will be eligible.

5. Distribution

All eligible applications will be ranked according to seniority in the District. Distribution will be made from most to least senior based on the following:

- a) If applicant had a sabbatical in the District, then service counted since previous sabbatical.
- b) If applicant had no previous sabbatical in the District, then service counted since hire date.

- c) If there are more than three eligible applicants, sabbaticals will be offered to the two most senior and the District will select a third (or more) based on the District's need, regardless of placement on the seniority list.

6. Sabbatical Leave Applications

- a) All requests for sabbatical leave shall be submitted to the Assistant Superintendent/Human Resources on the District form by January 15 and shall be reviewed by the Sabbatical Leave Committee. This Committee shall consist of the following:
 1. Assistant Superintendent/Human Resources
 2. Administrator appointed by the Superintendent
 3. Two unit members appointed by the Association President

By February 15, the Committee shall submit to the Superintendent their findings, which will include a list of those applications determined to be eligible and those determined not to be eligible as set forth in the eligibility requirements.

- b) All applicants shall be notified of their status at this time and, in addition, those not eligible for further consideration shall be given the Committee's reasons in writing.
- c) After notification, successful applicants will have ten (10) working days to accept the sabbatical offer.
- d) If an applicant does not accept the sabbatical offer, the next eligible applicant will be notified and be given ten (10) working days to accept the offer.

7. Compensation While on Sabbatical Leave

- a) Unit members requesting sabbatical leave shall indicate on the application form the method of salary payment during the sabbatical (i.e., mail check, direct deposit)
- b) In the case of injury to or illness of the unit member during leave, which prevents his/her completing the purpose of the leave, the sabbatical leave will be terminated and all provisions for sick leave will apply. If injury, illness, or death prevents the unit member from fulfilling his/her agreement to return to service in the District for two

years, no repayment of leave salary will be required. Should the sabbatical leave be interrupted by accident or illness during such leave (established by evidence satisfactory to the Superintendent), this fact will not constitute a breach of the conditions of such leave or prejudice the unit member against receiving all the rights and benefits provided for under the terms of the leave, providing the Superintendent is promptly notified of such accident or illness by registered letter within ten (10) days after the occurrence.

- c) Applicants must furnish a bond or sign a contract to the service or the District for a period of time equal to twice that of the sabbatical leave.
- d) Compensation for unit members on sabbatical leave shall be one-half (1/2) of the salary which the unit member would have received had he/she remained in active service.
- e) Certain types of employment including employment in an educational institution on a part-time basis (less than half-time), that is directly related to the unit member's work assignment may be accepted with the recommendation of the Committee and approval of the Board of Trustees.

The sabbatical leave salary shall be reduced by any amount that the combined salary from other employment and sabbatical leave may exceed the salary to which the unit member would have been entitled had he/she remained in the service of the District.

8. Length of Leave

Sabbatical leave shall be granted for not less than one full semester nor more than two consecutive full semesters. Leave for a fractional part of a semester is not permitted. The granting of all sabbatical requests is subject to the availability of a qualified substitute.

9. Effect of Sabbatical on Salary Increments and Retirement

- a) Sabbatical leave shall constitute a year's service in terms of salary increment and longevity.
- b) The unit member's normal percentage rate of deduction for retirement purposes shall be applied to the actual salary received by the unit member.

10. Required Report Upon Return

Each unit member who has been on sabbatical leave shall file with the Sabbatical Leave Committee a written report not later than sixty (60) calendar days after return to duty. Such report shall contain detailed data as to the activities of the unit member together with the unit member's appraisal of the professional value of the experience gained while on leave, the manner in which such experience or knowledge gained may be used for the benefit of students or the school in which the unit member is located, and any other data necessary for a satisfactory report. Additionally, the unit member may be required to make a presentation to the Board of Trustees or provide staff inservice.

All course work must be verified by official transcript or document. Copies of books, curriculum, or any other work produced during the sabbatical will be provided for San Dieguito Union High School District teachers' use.

The unit member shall not be considered as having successfully completed the requirements of a sabbatical leave until approved by the Sabbatical Leave Committee. If the written report is not received within the sixty (60) calendar days or is deemed unsatisfactory by the Sabbatical Leave Committee, or presentation/in-service not completed, beginning with the unit member's next pay warrant, one eleventh (1/11) of the total District cost of the sabbatical will be withheld each month until the actual District cost is fully recovered or until the report is approved by the Sabbatical Leave Committee. If any pay is withheld pursuant to this article, such funds shall be returned to the unit member at the next regular pay cycle upon approval of the Sabbatical Leave Committee.

11. Return to Service

At the expiration of the sabbatical leave, the unit member shall be returned to a position equivalent in duties and salary to that in which the unit member would have attained had no sabbatical been taken.

If the unit member wants to return during an approved sabbatical leave and if his/her position is vacant, he/she will be returned. If his/her position is not vacant, he/she will be considered for other vacancies for which he/she is qualified.

Without Pay

Fringe Benefits During Leaves

A unit member, who is on a District approved unpaid leave, may voluntarily participate in the District medical and/or dental plans at the unit member's own cost. Payment of premiums by the unit member shall be in a manner required by the District or the insurance carrier. Failure to submit payment on time or in a manner required by the District or insurance carrier may result in a cancellation of insurance coverage.

H. Maternity Leave

1. A female unit member may be granted a leave of absence without pay due to pregnancy. Such leave may begin at any time during the pregnancy but shall commence no later than the time considered appropriate to insure the health and safety of the unit member, as certified by a licensed physician. Any time a female unit member submits a disability statement by a licensed physician, she is entitled to sick leave benefits. The unit member may return to duty at a time mutually convenient to the District and the unit member provided there is a written release from a licensed physician, if not previously obtained.
2. Such leave shall not count as teaching experience toward tenure or salary placement purposes.

I. Child Rearing Leave

1. A unit member may be granted a leave of absence without pay for child rearing. Such leave may begin upon notice of placement or placement of the child in the case of adoption. The unit member may return to duty at a time mutually convenient to the District and the unit member. The unpaid child rearing leave may be requested for the remainder of the semester in which birth or adoption of an infant/child occurs plus the following school semester.
2. Such leave shall not count as teaching experience toward tenure or salary placement purposes.

J. Health Leave

Upon presentation of a licensed physician's certificate, a permanent unit member who has been recommended for continued employment shall be granted a leave of absence without pay (usually time over and beyond sick

leave credit). Probationary or temporary unit members may be granted a leave of absence without pay for health reasons upon presentation of a licensed physician's certificate.

K. Unpaid Personal Leave

A permanent or probationary unit member may be granted a leave of absence without pay for personal reasons upon the recommendation of the Superintendent and with the approval of the Board of Trustees. When considering such a request, the District will consider the following criteria:

1. Availability of replacement
2. Continuity of instruction
3. Reason(s) for the leave
4. Length of the leave

A unit member may be granted an unpaid leave for any length of time up to and including a maximum of two consecutive years subject to the above criteria.

A unit member on unpaid leave may not obtain a teaching position in a public or private school.

If the unit member wants to return during an approved unpaid leave, he/she will be considered for vacancies for which he/she is qualified.

L. Legislative Leave

A unit member who is elected to the State Legislature shall be entitled to an unpaid leave of absence for the length of his/her term(s) in office, as provided by law.

M. Unauthorized Leave

1. Unauthorized leave is defined as non-performance of those duties and responsibilities assigned by the District and its representatives, including all duties and responsibilities as defined by the Education Code, rules and regulations of the State Board of Education and policies and regulations of the Board of Trustees of the District. Such unauthorized leave may include, but is not limited to, collective refusals to provide service,

unauthorized use of sick leave, unauthorized use of other leave benefits, and non-attendance at required meetings.

2. Unauthorized leave shall constitute a breach of contract and, therefore, may result in the initiation of dismissal procedures, loss of salary or such disciplinary action as may be deemed appropriate.

ARTICLE 5.01: TRANSFER POLICIES

Transfer is defined as a change in job location, either full-time or for part of the working day, to a different District school or other site. When a unit member is transferred during the school year, the unit member may request that the District provide assistance in moving the unit member's material.

A. Voluntary Transfer

1. A unit member shall have the right to apply for a transfer to positions for which he/she is qualified. The selection of applicants to fill positions applied for in a voluntary transfer shall be based upon job related criteria, which are:
 - A valid California credential
 - Ability to work well with others
 - Educational background (college major/minor, transcripts, advanced degrees, etc.)
 - Experience (grade, level, subjects, etc.)
 - Interview responses
 - Length of service
 - Letters of recommendation
 - Needs of the school (coaching, club sponsorship, etc.)
 - Performance evaluations
 - Special certificates/qualifications (EL Authorization, bilingual, Special ed., etc)(Criteria listed in alphabetical order)

1. A unit member may submit a request for transfer no later than February 1 of each year. The request must be made in writing to the Associate Superintendent/Human Resources and will be considered as remaining in effect until the following February 1, unless withdrawn by the unit member prior to that date.

2. A unit member may apply to transfer to a vacancy. In the event that a unit member has equal qualifications with an outside applicant, the in-District candidate shall be given preference. In making transfers the Associate Superintendent/Human Resources shall consider the requests on file by unit members but shall make the final decision based upon job related criteria as listed in A.1 and the needs of the District.

3. If a transfer is denied, the unit member and/or the Association shall receive, upon request, reasons for the denial in writing or by personal conference with the Associate Superintendent/Human Resources.

B. Involuntary Transfer

1. The Superintendent may transfer unit members to meet the needs of the District. In the event an involuntary transfer is to occur:
 - a) Notice of any involuntary transfer shall be given as soon as reasonable, and the reasons for the transfer shall be stated in writing.
 - b) If the unit member requests such a meeting, the Superintendent or his/her designee will meet with the unit member prior to the transfer taking effect.
2. When initiating an involuntary transfer, the Superintendent shall ensure:
 - a) That the needs and efficient operation of the District will be met.
 - b) That the District maintains a well-balanced staff relative to training, experience and background.
3. In the event that all job related criteria are equal, the decision shall be based upon length of service in the District.
4. No involuntary transfer will be made for punitive or capricious reasons.

- C. See Appendices D and G for transfers related to San Dieguito Academy and Canyon Crest Academy.**

ARTICLE 6.01: CLASS SIZE

- A. The Board shall establish an annual school staffing ratio. The initial school staffing for the year will be based upon fall projected enrollment. The maximum ratios shall be:

High Schools - 32 students to 1 certificated teacher

Middle Schools - 29 students to 1 certificated teacher

The formula for reporting average class size is as follows:

$$6/5 \times \text{actual staffing ratio}$$

Those unit members and students involved in the special education classes shall not be included in the staffing ratio.

The District shall consider special program needs when establishing the annual school staffing ratio and any effect such special programs may have on other class enrollments.

- B. Unit members classified as counselors, librarians, psychologists, teacher on special non-teaching assignments, or categorically funded positions (e.g. SIP, Chapter I, and Title VII) shall not be included in the staffing ratio.
- C. Whenever possible, the district will allocate additional sections to each site, beyond the base staffing allocation.

ARTICLE 6.02: MASTER SCHEDULE DEVELOPMENT

A) The following procedures will establish the staffing for the instructional program. All **"Forms"** can be found in Appendix H:

- 1) Principal consults with department chairs and counselors and then determines which classes will be printed in the registration materials.
- 2) Principal collects a "wish list" (**Form A**) of courses/departments/rooms/prep periods/etc. from each teacher and distributes to chairs for their use in developing a tentative master schedule for discussion at the upcoming mandatory department meeting.
- 3) Student registration/enrollment information is collected by the counseling office.
- 4) Registration sign-ups by department for individual courses will be reviewed by Principal and Department Chair, with the understanding that courses with limited enrollment may be removed by principal. Principal will notify appropriate teachers of any changes to course offerings. Updated registration sign-up by department will be published and distributed (by email) to all staff via the Course Request Tally sheet (**Form B**).
- 5) Sections will be allocated to departments based on the following criteria:
 - a) Course Considerations
 1. Required/Core subjects
 2. Work station/facility capability
 3. Academic support courses (CAHSEE, STAR, etc.)
 4. Special funded (EL, Sheltered, GATE/Honors)
 5. Elective
 6. Pilot program
 7. Curriculum innovation/implementation
 - b) Student Considerations
 1. Special Education
 2. GATE/Honors
 3. EL / Sheltered
 4. Academic Support
 - c) Teacher Considerations
 1. Credential(s) held

2. Number of teaching preparations
 3. Multi-site assignment
 4. Individual teacher request(s)
 5. Master schedule implications (i.e. prep periods, part-time teachers)
- 6) After sites receive staffing allocations from Human Resources, the principal will distribute to all department chairs the formula and non-formula staffing allocations (**Form C**) and the number of sections allocated for each department (**Form D - as an example**) based on the criteria cited above. Department chairs will share this information with all department members.
- 7) Prior to the mandatory department meetings the principal will share any credential concerns/limitations with each department chair. Department chairs will develop a preliminary tentative schedule of individual assignments (**Form E-example**) for discussion at mandatory department meeting. Department Chairs will conduct a mandatory department meeting (**see sample agenda Form F**) to develop a tentative department master schedule. After developing the tentative department master schedule, the department will vote by simple majority and submit the approved tentative department master schedule and the Report of Mandatory Department Meeting Form (**Form G**) to the principal. For purposes of department votes covered by this section, each department member shall have one vote for each section taught in the department. If department cannot reach agreement on a tentative department master schedule, then the principal will make the assignments within the 10% student load equity band as per contract. No department member will be given a teaching assignment that is outside of the 10% student load equity band without teacher agreement.
- 8) The principal will develop and distribute an administrative master schedule (**Form H**) no later than three days prior to the end of the school year. Within each department, no teacher will have a total student contact load above or below 10% of the average department load without the teacher's agreement as identified on the Mandatory Department Meeting Form. The only exception to the equity band are special education courses.

If, by unanimous vote, the department members do not agree with the course assignments, as ultimately determined by the principal, the department may then appeal to the Associate Superintendent/Human Resources.

- 9) If a master schedule change is necessary after the tentative schedule has been submitted, the principal will contact the teacher affected by the change and the department chair by email, telephone or letter. The teacher will then be given the new assignment and the rationale for the change.

- 10) The principal will balance overall student loads by the end of the add/drop period. Until such balancing, students may not be turned away. By the end of the add/drop period (per Board Policy) the principal will distribute actual class enrollment numbers to SDFA Building Representatives and Department Chairs.
- 11) If a department or individual teacher is determined to be out of compliance with the original department agreement, SDFA and the District will mutually agree as to the course of action to be taken.
- 12) Exceptions to formula staffing may include:
 - a) Special Education
 - b) ELD
 - c) Categorically-funded classes
 - d) Non-classroom teaching unit members
- 13) In the event the District receives money from the state specifically designated for class size reduction, the District agrees to meet and negotiate with the Association on issues within the scope regarding the implementation of the state's class size reduction plan that are not covered by this contract.

ARTICLE 7.01: EVALUATION PROCEDURE

A. Employees shall be evaluated by their immediate supervisor or his/her administrative designee on a continuing basis.

B. The procedures for evaluation of employees shall be as follows:

1. The evaluation process for temporary/probationary employees shall originate with an ET-1 meeting with administrative supervisors, unit members and New Teacher Support Team members no later than September 15. The employee may attach any disagreement to the elements upon which evaluation is to take place to the original conference form. (See Appendix I)

The evaluation process for permanent employees shall originate with an E-1 meeting with administrative supervisors, employee. This meeting shall take place no later than October 1 of the year in which the evaluation is to take place. The employee may attach any disagreement to the standards upon which evaluation is to take place to the original conference form.

2. Each employee shall be evaluated by a site and/or district administrator.

Temporary and probationary employees shall be evaluated every year.

Summary evaluation conferences shall be held no earlier than February 15 and no later than March 1 of the year in which the evaluation takes place for temporary and probationary employees.

Summary evaluation conferences shall be held no later than May 1 of the year in which the evaluation takes place for permanent employees.

Unit members with permanent status who have been employed at least 10 years with the school district, are NCLB compliant, and whose previous evaluation rated the employee as meeting District standards, shall be evaluated every five years if the unit member and evaluator consent to this schedule. Should the evaluator withdraw consent, notice and identifiable cause shall be provided to the unit member in a timely manner. If consent is withdrawn

prior to October 1, the employee will be evaluated during the current school year; If notice is given after October 1, the employee will be evaluated the following school year.

3. Assessment for all employees may include many techniques but shall always include observation and visitation. Each evaluation shall be based upon at least one (1) observation lasting at least forty-five (45) minutes. The satisfactory/meets district standards observation shall be followed by an evaluation conference to be held within five (5) work days. If information or material regarding the employee's performance comes to the attention of the administration by other than observation and is used as part of the evaluation, an effort will be made to verify the information and the source of such information will be made known to the employee. A needs improvement/emerging observation shall be followed by an evaluation conference to be held within five (5) work days. Any unsatisfactory performance that comes to the attention of the evaluator shall be followed by a conference within three (3) work days.
4. Additional procedures for temporary and probationary employees' evaluations include:
 - a) **Planning Conference (Observation Plan):** meeting during which administrator and employee discuss the focus of the formal observation.
 - b) **Post Conference (ET-2, Lesson Reflection):** meeting during which administrator and employee discuss the teacher's reflection on the lesson and review the rules of the formal observation.
 - c) **Teacher Performance Progress Report:** a formative report compiled by the administrator and presented to the employee by December 10th indicating overall progress based on observation and other relevant data. If an employee "does not meet standard", "needs significant improvement" or "has demonstrated unsatisfactory performance", they will receive a Professional Growth Plan with specific guidance and direction. The Professional Growth Plan will be reviewed by both SDFA and the District.

5. All documents used as part of an evaluation for any employee, including specific praise and/or recommendations relating to particular areas, which may require improvement, shall be signed by the administrator and the employee. All materials attached to the evaluation document, in support of or in direct response to the evaluation, shall be signed and acknowledged by the originator and the recipient of any evaluation document. The employee's signature only acknowledges receipt of the document. The employee may at any time attach a rebuttal to any evaluation document.
6. Follow-up conferences between the administrator and employee shall be conducted as often as deemed necessary by the evaluator. Any employee may also request to meet with the evaluator regarding evaluation of performance and/or any required improvements pertaining to the employee's evaluation. Modifications to the standards of evaluation may be discussed by any permanent employee and the evaluator at any time that it is felt circumstances may affect the standards of the evaluation.
7. When a permanent employee has difficulty or failure in achieving Districts standards, the evaluator shall develop an E-3 Improvement Plan that includes specific remedies, and permit an amount of time not less than two (2) months for suggested improvement techniques to produce results. Recommendations may include release time and use of preparation periods for the employee to observe other classes or visit other schools. In the subsequent evaluation meetings, the evaluator must address any prior deficiencies or these deficiencies shall be deemed to have been satisfactorily improved.
8. The final conference for those permanent employees who are recommended for dismissal shall be between the Associate Superintendent/Human Resources and the employee. The employee may be accompanied by a representative of his/her choice if he/she so desires. The Superintendent shall implement the process for the required selection of representatives to the Commission on Professional Competence in those cases where the unit member demands such a hearing.
9. All evaluation reports, including all appended materials, shall become a permanent attachment to the employee's confidential

personnel file, which is maintained and supervised by the Associate Superintendent/Human Resources at the District Office.

10. Employees shall not be required to evaluate their own performance. Should an employee choose to assess his/her performance, it will be done verbally only and no portion of that assessment shall be reduced to writing or become a part of the employee's file.
11. Any material and/or information which may be used to evaluate an employee's overall performance may not be placed in the employee's personnel file unless the material is to be placed in the file within a reasonable time of the incident giving rise to said materials and the employee is notified about its existence and is given the opportunity to respond to said materials.
12. Administrators who draft and/or place material in an employee's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file. The employee must sign only acknowledging receipt and the employee may attach a rebuttal.
13. An employee shall be permitted to examine and/or obtain copies of materials in such employee's personnel file. Upon written authorization said rights shall be granted to an employee's representative. An appointment must be made with the Associate Superintendent/Human Resources prior to an employee examining his/her personnel file.
14. The District shall maintain the employee's official personnel files only at the District Office.
15. Whenever a written complaint is made by a citizen or parent about an employee, which may be used to evaluate an employee's overall performance, it shall be reported to the employee by the administration with a copy provided to the employee.

C. Summer School Evaluation

- a) This section refers to the formal evaluations of employees teaching summer school who are certificated employees during the regular school year.

- b) Employees teaching summer school shall be observed/evaluated by their immediate supervisor or his/her designee. Each employee shall be observed/evaluated at least once during the summer session unless the employee has permanent status, and was satisfactorily observed/evaluated the previous summer of employment.
- c) Summer school evaluations shall only reflect performance as it relates to summer school employment. Summer school observations/evaluations shall not be used in any way to affect regular school year employment for permanent employees. Summer school observations/evaluations shall be filed in the employee's personnel file.
- d) The evaluation procedure for summer school employment shall be as follows:
 - e) The summer school principal shall present observation/evaluation information to all employees at the orientation meeting prior to the start of summer school. If an employee is hired after or cannot attend this meeting, the principal shall meet with this employee individually to discuss the observation/evaluation information.
 - f) Evaluation may include many techniques but shall always include observation and visitation. At least one (1) observation shall last at least thirty (30) minutes. This observation shall be followed by an evaluation conference within five (5) summer school days and held during the employee's paid workday. The employee may be accompanied by a representative of his/her choice if he/she so desires.
 - g) All written summer school evaluation reports shall be signed by the evaluator and the employee. The employee's signature only acknowledges receipt of the document.
 - h) Observations/evaluations shall focus on job descriptions as stated in board policy and administrative regulations.
 - i) Any unsatisfactory evaluation shall be followed by a conference within three (3) summer school days. When

difficulty in achieving a satisfactory performance is noted, the evaluator shall suggest specific remedies, and permit an amount of time not to exceed three (3) weeks for suggested remedies to produce results. Recommendations may include release time or paid time for the employee to observe other classes or to visit other summer schools. In the next evaluation conference, which shall take place prior to the end of the summer school session, the evaluator must address any prior negative comments or any unsatisfactory performance, or else these deficiencies shall be deemed to have been satisfactorily improved.

- j) A final conference shall be held for those employees who may not be rehired for subsequent summer school sessions due to an unsatisfactory summer school observation/evaluation.
- k) If no unsatisfactory performance is noted on the observation/evaluation form, this form shall serve as the final summer school observation/evaluation.

D. Extracurricular Evaluations

1. Employees who fill extracurricular positions shall be evaluated annually at the end of the coaching season or assignment.
2. A written final evaluation shall be provided to the employee and placed in his/her personnel file.
3. The principal or designee may require an unscheduled evaluation of the employee prior to the end of the season or assignment if the principal deems such an evaluation necessary. If an unsatisfactory condition exists, a specific timeline of improvement will be included.
4. Both the final evaluation and any unscheduled evaluations shall provide specific information to the employee of his/her performance and shall identify any/all areas, which necessitate improvement.
5. If an employee fails to make satisfactory progress, he/she may be removed from that extracurricular position. In such a case, the principal will inform the employee in writing as soon as possible.

6. If an employee receives a final satisfactory evaluation without areas of recommended improvement, he/she shall be reemployed in that position for the next season assignment.
7. Serious, unacceptable conduct may result in immediate termination from the extracurricular position.
8. All extracurricular positions exist subject to budget considerations and may be changed, modified, or cancelled at any time by the Board of Trustees.
9. Hiring criteria are separate from evaluation criteria.

E. Alternative Evaluation

The alternative evaluation option provides an opportunity for the employee to explore areas of learning that may not be addressed as effectively in the more traditional evaluation process.

1. Interested participants must have taught in the District for a minimum of five (5) years.
2. Participation in the program is voluntary.
3. There will be no limit placed on the number of participants at each site.
4. Employees must receive prior approval from the supervising administrator in order to participate in the evaluation option.
5. The employee may be requested to be videotaped in class to serve as a model for new teachers.

ARTICLE 8.01: GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a claim by the Association or by one or more unit members that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement, a violation, misapplication of any Board policy or written regulation which relates to provisions of this Agreement.
2. A grievant is the person(s), including the Association, making the claim.
3. A day is any day the comprehensive schools in this District are in session.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to the problems, which may from time to time arise affecting the welfare or working conditions of unit members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Level 1

1. A grievance must be presented in writing or on email to the immediate administrative supervisor citing the violation, misinterpretation or misapplication alleged within fifteen (15) days after the occurrence of the act or omission giving rise to the grievance or the unit member with reasonable diligence should have been aware of the act giving rise to the grievance. The immediate administrative supervisor shall meet with the grievant(s) and/or representative within five (5) days of receipt of the grievance and shall communicate a written decision within five (5) days of the grievance meeting.
2. If the grievant(s) is not satisfied with the Level 1 decision, the grievance may be appealed to Level 2 within nine (9) days of receiving the decision.

D. Level 2

1. The Superintendent or his/her designee shall meet with the grievant(s) and/or representatives within five (5) days of the receipt of the appeal to Level 2 and shall communicate a written decision within nine (9) days of the grievance meeting.

2. If the grievant(s) is not satisfied with the Level 2 decision, the grievant(s) may within nine (9) days of receiving the decision request the Association to submit the grievance to arbitration.

E. Level 3

1. If the Association decides to take the grievance to arbitration, the Association shall notify the Superintendent in writing of its intention to proceed to arbitration within thirty (30) days of the date of the Level 2 decision.
2. The Association and Superintendent or his/her designee shall meet to agree upon an arbitrator. If no agreement is reached within five (5) days of the Association's notice to proceed to arbitration, the Association shall file a demand to the California State Mediation and Conciliation Service for arbitration. The selection of the arbitrator and the arbitration proceedings shall be conducted under the Voluntary Labor Rules of the American Arbitration Association.
3. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any such award such financial reimbursement or other remedies as he/she judges to be proper. The decision of the arbitrator will be submitted to the Superintendent and the Association and will be binding upon the parties of this Agreement.
4. All costs for the services of the arbitrator, including but not limited to per diem expenses, his/her travel and subsistence expenses and the cost of any hearing room will be borne by the losing party. If it is unclear who is the losing party, the arbitrator will determine who bears the cost of the arbitrator. All other costs will be borne by the party incurring them.

F. Rights of Unit Members to Representation

1. No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or the Board against any aggrieved unit member, any party in interest, any unit member or any other participant.

2. A unit member may be represented at all stages of the grievance procedure except Level 3 by himself/herself or at his/her option, by a representative of his/her choice. If a unit member is not represented by the Association or its representative, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. Representation of Level 3 will be by the Association.

G. Miscellaneous

1. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the aggrieved unit member shall submit such grievance in writing to the Superintendent and the Association directly and the processing of such grievance will be commenced at Level 2.
2. The Association may process a grievance through all levels of the grievance procedure even though an individual aggrieved unit member does not wish to appeal a Level 1 or Level 2 decision.
3. Decisions rendered at Levels 1 and 2 of the grievance procedure will be in writing setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest and to the President of the Association. Time limits for appeal provided in each level shall begin the day following receipt of written decision by the parties in interest.
4. When it is necessary for a representative designated by the Association to attend a grievance Level 1, Level 2 or Level 3 meeting or hearing during the day, he/she will, upon notice to his/her principal or immediate administrative supervisor by the President of the Association, be provided reasonable release time without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such meetings or hearings as a witness will be accorded the same right.
5. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

6. Forms for filing grievances shall be prepared jointly by the Superintendent and the Association and given appropriate distribution by the Association so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the District.
7. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.
8. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in harm to an aggrieved unit member, the time limits set forth herein may be reduced by mutual agreement so that the procedure may be exhausted prior to the end of the school year or as soon as practicable following the close of the school year.

ARTICLE 9.01: WAGES

A. Salary Schedule

All current Master Contract language and compensation shall be extended for the 2012-2013, 2013-2014, 2014-2015 school years. Wages and benefits, most specifically articles 9.01 and 10.01 will be continued as status quo for school years 2012-2013, 2013-2014, 2014-2015.

The following salary schedule language will be frozen for 2012-2013, 2013-2014 and 2014-2015:

For the 2010-2011 school year, the salary schedule may be increased if there is an increase in district-received property tax revenue as compared from the 2009-2010 school year to the 2010-2011 school year. Any such raise would be retroactive to July 1, 2010, and the District would apply to the certificated salary schedule a percentage increase derived by multiplying the increase by one-half. This calculation will be determined when district revenue from property tax income is finalized (approximately May, 2011).

For example, if the district's property increase equated to 2%, the multiplying 2% by one-half would yield a salary schedule increase of 1%.

In May of 2011, the district shall review the salary schedules for the ten comparison districts.

The salary schedule benchmark for purposes of comparison shall be BA + 60, Step 10. The District shall calculate the minimum percentage (to 1%) increase necessary to ensure that the District maintains its number one ranking at this benchmark and shall apply such percentage to the entire certificated salary schedule retroactive to July 1 of 2010. If the District reverts to Revenue Limit funding, Letter A of Article 9.01 reverts to the previous Revenue Limit contract language.

B. EL Stipend

The \$1,000 pro-rata stipend for unit members who have earned an English Language Authorization will be continued for the 2012-2013, 2013-2014, and 2014-2015 school years. Dates of payment to be mutually-agreed.

C. Extra-Curricular Supervision

Unit members requested to serve in supervisor/support positions for school events shall be compensated as per Appendix D.

D. Summer School Compensation

Unit members who teach summer school will be paid the current curriculum hourly rate. Unit members who teach summer school will be paid for the pre-summer school meeting and also a signing bonus of \$200.00.

For summer, 2008, the hourly rate of pay is \$34.45.

Working hours: 7:35 a.m. – 12:17 p.m. (plus one hour of paid prep time)

ARTICLE 10.01: FRINGE BENEFITS

A. Flexible Spending Account

Beginning July 1, 2012 and for the remainder of this contract, unit members on a paid status of half-time or more shall receive a Flexible Spending Account with escalators as stated herein.

1. **Escalator Clause:** The District will provide an escalator for each school year as follows:

The greater of the actual dollar increase in premiums for the employee only coverage of the District approved HMO's will be added to the Flexible Spending Account for each school year, for the remainder of this contract.

Example:

HMO #1 increases \$100 from 2012

HMO #2 increases \$300 from 2012

All unit members' Flexible Spending Accounts would increase by \$300 (total to \$10,875.90) for 2013.

2. Funds not utilized for the purchase of health coverage may be taken as taxable cash.
3. The District shall provide an I.R.S. 125 plan, which includes premium coverage, unreimbursed medical, and child care options as is current practice subject to all IRS codes and requirements.

B. Health Coverage

1. All unit members on a paid status of half time or more must participate in a District approved health plan, which shall be at least for the "employee-only" coverage. This plan shall be paid out of the Flexible Spending Account.
2. A "District approved plan" is a plan approved by the Association and the District.
3. All unit members working less than half-time will receive a prorated percentage of the Flexible Spending Account if they purchase a District approved health plan. The prorated percentage of the Flexible Spending Account will be equivalent to the percentage of full-time employment for

which the employee is contracted to work.

4. Unit members who work 50% or more, but less than 100%:
 - a) If hired for the 1999/2000 school year or later, unit members will receive a prorated percentage of the Flexible Spending Account equivalent to the percentage of full-time employment that they work.
 - b) If hired prior to the 1999/2000 school year and currently on partial leave, unit members continue to receive the full Flexible Spending Account while on partial leave. If they return to full-time employment and later go on partial leave, they will receive the prorated Flexible Spending Account equivalent to their percentage of full-time work.
5. The Association and the District will appoint members of a committee to study and compare health insurance providers and plans. This committee will recommend health insurance plans for joint District and Association approval, with the goal of selecting plans that meet units members' needs and contain costs.

C. Dental Insurance

The District shall pay for dental insurance for unit members on a paid status of half-time or more. Unit members working less than half-time may receive these benefits on a pro rata basis. Unit members shall have the option to choose one of the following:

1. Fee for Service Insurance - The District shall provide an insurance option, which provides for employee-only coverage at the dentist of your choice.
2. Dental Maintenance Organization - A Dental Maintenance Organization (D.M.O.) shall be available as an option to the regular fee for service carrier. Full dependent coverage shall be offered through the D.M.O. carrier. The District shall contribute an amount up to the cost of the employee-only fee for service premium toward the cost of employee and dependent premiums under the D.M.O.

D. Income Protection

The current income protection plan benefits will be provided to each unit member who is on paid status of half-time or more.

E. Tax Sheltered Programs

Unit members may participate in any tax sheltered program of their choice that is consistent with District payroll and provider requirements. The Board will provide payroll deduction for this purpose upon authorization by the unit member.

F. Life Insurance

The District shall provide a \$50,000 term life insurance policy for each unit member on a paid status of half-time or more.

G. Health Insurance Option

Unit members may opt to waive SDUHSD medical insurance. This option is intended to save money for unit members. The waiver will not be available in the event that it negatively impacts the insurance rates for the unit, or if District insurance providers withdraw permission for the option. Interested unit members must:

1. Sign the Declination of Medical Coverage form each year and attach proof of other medical coverage.
2. Maintain the other coverage until the District's next open enrollment period or under the following exceptions:
 - a) Termination of eligibility under other medical plan
 - b) Involuntary termination of other medical plan
 - c) Cessation of other employer's contribution for coverage
 - d) Death of spouse
 - e) Divorce, or if a court orders that employee provide medical coverage for eligible spouse or eligible dependent children
3. In selecting this option, unit members waive coverage under SDUHSD and pay an amount at least half (as determined by SDFA) of the least expensive HMO premium tenthly to a District holding account.

- a) Funds collected from the insurance waiver will be divided by the District and SDFA 30%/70%, respectively.
- b) The SDFA portion of the funds will be expended by SDFA with input from the District.

ARTICLE 11.01: RETIREMENT

Retirement with Medical

- A. Unit members retiring after age 55 with ten (10) years of satisfactory in-District experience may continue to have his/her share of the group medical costs paid by the District annually up to the age at which the retiree becomes eligible for Medicare benefits, or to age 65 for retirees who are not eligible for Medicare. The District's contribution is not to exceed the current group rate for single employees during the year of retirement.
- B. The retired employee may opt to purchase the district's dental plan.
- C. "Years of Service" shall be years of certificated experience in this District.
- D. A letter of intent to retire and resign must be filed with the District by the last day of school of the year the unit member chooses to retire.

ARTICLE 12.01: ACADEMIC RIGHTS

- A. All instruction shall be fair, accurate, thorough, objective, and appropriate to the District curriculum and applicable law. Instruction shall be appropriate to the diverse community needs and the needs and values of our varied cultures and heritages. Academic freedom is essential, and the District acknowledges the fundamental need to protect a unit member from unlawful censorship or unlawful restraint, which might interfere with the unit member's obligation to pursue academic excellence in the performance of his/her teaching functions.**
- B. Accordingly, a unit member may introduce lawful political, religious or otherwise controversial material, provided the said material is relevant to the course description and within the scope of the law.**

 - 1. A unit member will make every effort to balance differing points of view. Each unit member shall promote an atmosphere in the classroom, which is conducive to free and open inquiry.**
 - 2. In performance of certificated duties, a unit member may express his/her opinions on all matters relevant to the course description in an objective manner. A unit member, however, shall not utilize his/her position to indoctrinate students with his/her personal, political, and/or religious views.**
- C. No unit member will be unlawfully disciplined or have his/her contractual rights violated because of his/her lawful religious or political activities or because of his/her personal lifestyle or for legally and properly engaging in the certificated duties described above.**
- D. Unit members shall adhere to curriculum established by the District and to applicable law.**

ARTICLE 13.01: ASSOCIATION RIGHTS

- A. The Association President and each site shall be provided a copy of the Board agenda with non-confidential supportive materials at the same time these materials are provided to Board members.
- B. The District shall provide up to twenty (20) days per school year of paid leave to unit members designated by the Association President. The Association has the option of paying for up to twenty (20) additional days for use by unit members for Association business. Such days shall be reimbursed at the current substitute rate. When possible, the Association President shall notify the District at least two (2) days in advance of the unit member(s) taking such leave. The individual(s) shall call in for a substitute as per current practice.
- C. The District shall provide the Association President with a work schedule, which includes one full release period to attend to Association business.
- D. The Association has the option to pay for up to four (4) additional release periods for the President or other unit members. The Association shall notify the District by June 1 of any release periods to be taken and names of the unit members designated to take the release periods in the subsequent school year. Any change after the June 1 notification shall be made only by the mutual agreement of the Association and the District.
- E. By February 15 for first semester and by June 15 for second semester, the Association shall reimburse the District one-sixth (1/6) of the total compensation of each unit member for each release period taken by such unit member under this Article and for any substitute days purchased.
- F. In lieu of the above, the District and the Association may opt to utilize a substitute for the Association President, not to exceed the costs above, for the collaborative purposes of problem solving and mutual interest resolution.
- G. In order to keep unit members informed, ensure unit member involvement in decision making, and to gain unit member ownership of decisions, the Association shall be provided opportunities to participate on various District committees. Such participation shall include, but not be limited to, committees dealing with budget, legislation, safety, and employee benefit issues. When such a committee is being formed, the District shall consult with the Association on the composition and process of the committee.

- H. When a school-wide election involving unit members is to take place, the building representative and the site principal shall mutually determine the procedures for the election.
- I. The Association will have representation on a District-wide budget committee. The committee will review the initial District budget, as well as the interim reports, and make recommendations to the Board of Trustees. Changes to the Budget Committee structure and process shall occur with mutual agreement of the District and the Association.
- J. Not later than November 1, the Board shall furnish the Association with the placement of personnel on the respective salary schedules as of October 1.

ARTICLE 14.01: DISTRICT RIGHTS

- A. It is understood and agreed that the District retains all of its power and authority to direct, manage and control to the full extend of the law. Included in, but not limited to, those duties and powers are the exclusive rights to:
1. Determine its organization.
 2. Direct the work of its unit members.
 3. Determine the times and hours of operation.
 4. Determine the kinds and levels of services to be provided, and the methods and means of providing them.
 5. Establish its educational policies, goals and objectives.
 6. Ensure the rights and educational opportunities of students.
 7. Determine staffing patterns.
 8. Determine the number and kinds of personnel required.
 9. Maintain the efficiency of District operations.
 10. Determine the curriculum.
 11. Build, move or modify facilities.
 12. Establish budget procedures and determine budgetary allocation.
 13. Determine the methods of raising revenue.
 14. Consistent with past practice, contract out work not currently provided by unit members.
 15. Take action on any matter in the event of an emergency.

In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline unit members in accordance with applicable State Law and this Agreement.

B. Limitation on District Rights

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection herewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.

C. Emergency Clause

The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement, in cases of emergency as defined in the law.

ARTICLE 15.01: PROFESSIONAL DUES OR FEES & PAYROLL DEDUCTIONS

- A. Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of unified membership dues. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. For unit members who sign such authorization after the commencement of the school year, membership dues and deduction for dues shall be appropriately prorated to complete payments by the end of the school year.
- B. With respect to all sums deducted by the Board pursuant to authorization of the employee, the Board agrees to remit promptly such monies to CTA Membership Processing, accompanied by an alphabetical list of unit members for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.
- C. Upon appropriate written authorization from any unit member, the Board shall deduct from the salary of the unit member and make appropriate remittance for credit union, savings bonds, political action committees, or any other plan or program approved by the Board.
- D. The Association agrees to furnish any information needed by the Board to fulfill the provisions of this Article.
- E. A unit member who revokes his/her authorization for the payroll deduction of member dues shall transmit such dues to CTA in conformity with the following payment schedule:
 - 1. Monthly dues by the 10th of each month.
 - 2. Payment in full by October 10th.
- F. The District shall put into effect any new, changed, or discontinued dues deduction submitted in writing by the Association thirty (30) days prior to the date deduction is desired.

G. AGENCY FEE PROVISIONS

- 1. Any unit member who is not a member of the San Dieguito Faculty Association/CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this section of the Agreement, or within (30) days from the date of commencement of assigned duties

within the bargaining unit following the effective date of this section of the Agreement, shall either become a member of the Association or pay to the Association a fee in an amount equal to standard initiation fees, unified membership dues and general assessments. Such fee is payable to the Association in one lump sum cash payment or the unit member may authorize payroll deduction for such fee in the same manner as provided in Section A of this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Section A of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.

2. Each non-member who is required to pay an agency fee shall annually receive written notification from the Association of the amount of the deduction and procedures which he/she must follow to receive a rebate for non-representation activities during the year and the procedure for appealing all or any part of the agency fee.

H. REMITTANCE OF DUES AND AGENCY FEES

With respect to all sums deducted by the District, whether for membership dues or agency fee, the District agrees within fifteen (15) days to remit such monies to the Association accompanied by an alphabetical list of unit members for whom deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

I. RELIGIOUS OBJECTIONS

1. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the San Dieguito Faculty Association/CTA/NEA, as a condition of employment. Such unit member shall pay, in lieu of a service fee, a sum equal to such agency fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code:
 - a) United Way
 - b) Community Resource Center
 - c) Foundation to Assist California Teachers
2. Such payment shall be made on or before November 1 of each school year

or the unit member shall authorize payroll deduction in the same manner as provided in Section A of this Article.

3. Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to this section, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of Section A and G above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payments, and to whom payment in lieu of the agency fee has been made. No in-kind services or benefits may be received by the unit member in exchange for this contribution. Such proof shall be presented on or before November 1 of each school year. Any unit member making payments as set forth in this section who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for payment to the Association the reasonable cost of using said grievance or arbitration procedures.

J. PROVISIONS OF INFORMATION

The Association agrees to furnish any information needed by the District to fulfill the provision of this section. By September 1 of each school year, the Association will notify the District if this provision is to be enforced.

K. INDEMNIFICATION

1. The Association shall indemnify, defend and hold harmless the District against any administrative action before the Public Employment Relations Board and/or any court action challenging the legality or constitutionality of this Article of this Agreement or its implementation.
2. The Association shall have the exclusive right to decide and determine whether any such action or proceedings referred in the above paragraph shall or shall not be compromised, resisted, defended, tried, or appealed.

ARTICLE 16.01: DEPARTMENTAL ORGANIZATIONS

A. Department Chairpersons

Each instructional area in each of the District's schools shall be chaired by one department member elected by his/her fellow department members.

1. Department chairpersons shall be elected for the following departments: Applied Technology (HS), Business Information Systems, English, World Language, Guidance, Home Economics (HS), Life Skills, Mathematics, Physical Education, Practical Arts (MS), Science, Social Science, Special Education, and Visual/Performing Arts.
2. Excluded from this election procedure are: Sunset High School, North Coast Alternative High School, and the Adult High School, and Special Projects staff.
3. The duties of the department chairpersons shall be established and reduced to a written job description as outlined in Board policy and administrative regulation. Changes to this policy and administrative regulation shall be mutually agreed upon by the District and the Association.
4. Department chairpersons shall be elected for a term of two years. In such an election, each department member shall have one vote per section taught in that department. Itinerant personnel will vote with the department at the site to which they are assigned that school year.
5. Department chairpersons shall be compensated according to the following schedule:

| <u>Number of Sections</u> | <u>Annual Stipend</u> |
|---------------------------|-----------------------------------|
| 6 - 10 | \$1,066.64 |
| 11+ | \$1,066.64 + \$36.94/section over |
| 10 | |

6. Release days for department business will be provided for chairpersons based upon the size of their department as follows:

| <u>Number of Sections</u> | <u>Release Days/Year</u> |
|---------------------------|--------------------------|
| 6 - 20 | 4 |
| 21 - 40 | 5 |
| 41 - 60 | 6 |
| 61+ | 7 |

- a) The department chairperson may designate release days to another department member after consultation with the principal.
- b) Department chairpersons shall also have the option of applying up to 25% of their annual stipend each quarter toward a substitute.
- c) All requests for substitute time shall be coordinated in advance with the principal.

B. Department Coordinators

Each instructional area shall be represented by a department coordinator. Coordinators shall be elected for a term of two (2) years.

1. A coordinator, as the department representative to the District Coordinating Council, shall be elected from among the site department chairpersons of each department.
 - a) If there is only one candidate, department chairpersons may confirm this candidate as the coordinator.
 - b) If there is more than one candidate, a district-wide election will be held. In such an election, each department member shall have one vote per section for each section taught in that department.
2. The department chairpersons for each instructional area shall constitute the District Academic Committee for that instructional area. The coordinator, as representative of the Academic Committee, shall:
 - a) Coordinate the various course offerings in that particular instructional area taught in the district's schools.
 - b) Coordinate District-wide procedures in the instructional area as designated by the District Academic Committee.
 - c) Coordinate the selection of textbooks and supplementary materials.
 - d) Discuss and seek solutions to instructional problems inherent to the instructional area.
 - e) Seek and dispense instructional area information.

- f) Develop and coordinate with the Associate Superintendent/Instruction and the principal inservice programs for department members.
 - g) Provide leadership in the development of state curriculum standards.
 - h) Represent the department at Coordinating Council meetings.
3. The department coordinator shall receive an annual stipend of \$1,422.98 and up to five (5) days of release time or the equivalent in clerical or aide assistance to perform District department/coordinator duties.
 4. The elected representative of Sunset High/North Coast Alternative High and the elected representative of the District's Media Center Specialists will each receive a stipend equivalent to that of department coordinator.

C. Coordinating Council

The Coordinating Council shall consist of the elected coordinator from each academic area, a principal from each school level, a unit member elected by the faculty of Sunset High/North Coast Alternative High, a representative of the Media Center Specialists, the Superintendent or designee, and a representative from the Association.

1. The duties of the Coordinating Council shall include:
 - a) Coordinate District-wide curricula offerings.
 - b) Make recommendations for inservice training and curricula development.
 - c) Study and make recommendations for the improvement and maintenance of the District's instructional program.
2. The Coordinating Council shall hold its first meeting of the school year at an appropriate time during September. At this meeting, the Council shall establish its meeting dates for the school year and also elect the facilitator for these meetings.

ARTICLE 17.01 SITE-BASED PILOT PROGRAMS

- A. SDFA and the District acknowledge that individual school sites may wish to pilot new programs, restructuring components, and other innovative projects.
- B. Individual school sites may apply to pilot a new program on campus, providing that it does not violate either Board policy or provisions of the Master Contract.
- C. Pilot programs must meet approval of both SDFA and the District prior to implementation.
- D. The principal of the school and the SDFA site representative will work with site staff to evaluate the pilot program. Together, the principal and site representative will:
 - 1. Develop the evaluation instrument and method
 - 2. Conduct the evaluation
 - 3. Determine modifications as a result of the evaluation
 - 4. Implement modifications per final mutual approval of SDFA and the District

ARTICLE 18.01: ATTENDANCE OF NON-RESIDENT STUDENTS

Children of unit members whose legal residence is outside the boundaries of the San Dieguito Union High School District are eligible to enroll in a district school. In order to qualify for admission to a district school, the parent must submit an application for interdistrict attendance to the office of the Director of Pupil Personnel Services by March 1 of the year preceding the desired enrollment. Once enrolled, the student shall not have to apply for readmission in subsequent years. Students accepted through an interdistrict attendance agreement are subject to the same academic and behavioral standards as students of district residents. No home-to-school transportation is provided for students enrolled on an interdistrict attendance permit. Education Code regulations and Board Policy govern application/attendance at non-boundary schools.

ARTICLE 19.01: PEER ASSISTANCE & INDUCTION PROGRAM

SDFA and the District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers referred to or who volunteer for the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.

A. Purpose

1. Peer Assistance consists of two programs, PAR (Peer Assistance and Review) and Induction Program. The Program allows exemplary teachers to assist certain permanent and beginning teachers in the areas of subject matter knowledge, teaching strategies, and teaching methods.
2. The extent of Peer Assistance depends on whether the participating teacher is a beginning teacher, a volunteer participating teacher, or a permanent teacher who has received an overall unsatisfactory evaluation in the areas of teaching methods and instruction.
3. Peer Assistance resources shall be utilized in the following priority: first, for Participating Teachers with an unsatisfactory evaluation; second, for Beginning Teachers; third, for Voluntary Participating Teachers on evaluation cycle; and finally, for other Voluntary Participating Teachers.

B. Definitions For Purposes Of This Document

1. "Teacher"
Any member of the certificated bargaining unit who is covered by the certificated evaluation, Article 1.03 of the Master Contract.
2. "Participating Teacher"
A unit member who is a teacher who either volunteers or is required by the contract to participate in the Program.
3. "Support Provider"
An exemplary full-time teacher meeting the requirements of subsection IV.B.1 who is selected by the Joint Panel to provide Program review to a Participating Teacher.

4. "Beginning Teacher"

All first and second-year teachers. The Induction Program (IP) is to be closely coordinated with other District programs for training and assistance to beginning teachers.

5. "Voluntary Participating Teacher"

A Voluntary Participating Teacher is a teacher who volunteers to participate in the IP. The purpose of participation in the IP for the Voluntary Participating Teacher is for peer assistance only and the Support Provider shall not participate in a performance review of the Voluntary Participating Teacher. The Voluntary Participating Teacher may terminate his or her participation in the IP at any time.

6. "Participating Teacher With An Unsatisfactory (does not meet District Standards) Evaluation"

A Participating Teacher is a teacher with permanent status who receives assistance through the PAR Program to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance as a result of an unsatisfactory evaluation.

7. "Principal"

The certificated administrator appointed by the District to evaluate a certificated teacher.

C. Program Outline

1. For Beginning Teachers

a) All first and second-year teachers must participate in IP.

b) The Support Provider's assistance shall consist of the following:

1. Provide assistance & guidance to an assigned caseload of beginning teachers.

2. Provide a pre-school inservice for new certificated employees.

3. Observe and assist the assigned caseload of beginning teachers with instructional strategies and classroom management. Observations will be conducted on a regular schedule, as determined by Joint Panel.

4. Conduct scheduled mandated professional development seminars
5. Participate in BTSA Support Provider training.
6. Maintain assistance as required by the BTSA Provider.

2. For Voluntary Participating Teachers

- a) Any teacher who volunteers may participate in SPP. The Voluntary Participating Teacher may withdraw from the program at any time.
- b) Voluntary Participating Teachers may choose any of the assistance listed in Section C, 1, b).
- c) While no records will be kept regarding assistance given to Voluntary Participating Teachers, a written log of contacts will be maintained.

PAR (Peer Assistance & Review)

3. For Participating Teachers With An Unsatisfactory (does not meet District Standards) Evaluation

- a) Any permanent teacher with an unsatisfactory evaluation in the areas listed in Section B, f) must participate in PAR.
- b) The Support Provider's assistance and review shall focus on the specific areas targeted for improvement by the Participating Teacher's evaluator after the Participating Teacher receives an unsatisfactory evaluation.
 1. These targeted areas for improvement shall be clearly written by the evaluator, and consistent with Education Code Section 44662. These recommendations shall be considered as the performance goals required by Education Code Sections 44664(a) and 44500(b)(2).
 2. During the first 30 work days of the school year, the Principal, Participating Teacher, and the Support Provider assigned to the Participating Teacher shall meet and discuss the targeted areas of improvement outlined by the Principal and the types of assistance that may be provided by the Support Provider.

3. The Support Provider and the evaluating Principal are expected to establish and maintain a cooperative relationship and shall coordinate and align the assistance each provides to the Participating Teacher.
 4. The Support Provider and the Participating Teacher shall meet to discuss the plan for assistance. After that meeting, the Support Provider will provide the assistance set forth in Section D, 3.
 5. The Support Provider shall monitor the progress of the Participating Teacher and shall provide periodic written reports to the Participating Teacher and the Joint Panel for discussion and review. The Support Provider shall continue to provide assistance to the Referred Participating Teacher until the Joint Panel concludes that the teaching performance of the Participating Teacher is satisfactory (meets District Standards), or that further assistance will not be productive.
- c) Before May 1 of each year, the Support Provider shall complete a written report reviewing the teacher's participation in the Program consisting solely of: (1) a description of the assistance provided to the Participating Teacher; and (2) a description of the results of the assistance in the targeted areas. This report shall be submitted to the Joint Panel, with a copy also submitted to the Participating Teacher and the Principal.
The Participating Teacher shall have the right to submit a written response, within ten (10) days, and have it attached to the final report. The Participating Teacher shall also have the right to submit a request for a meeting with the Joint Panel.
- d) The results of the Participating Teacher's participation in PAR shall be placed in his or her personnel file, and may be used in the evaluation of the Referred Participating Teacher.
- e) After receiving the report, the Joint Panel shall determine whether the Participating Teacher will benefit from continued participation in PAR.
- f) The teacher will continue participating in PAR until the Joint Panel determines the teacher no longer benefits from participation in PAR, or the teacher receives a satisfactory evaluation, or the teacher is separated from the District. The District has the sole authority to determine whether the Participating Teacher has been able to demonstrate satisfactory improvement.

D. Qualifications and Duties of the Joint Panel & Support Providers

1. The Joint Panel shall consist of seven members, the majority of whom shall be teachers who are chosen to serve by the Association. The District shall choose the administrators of the Joint Panel. By majority vote, the Joint Panel will select a chairperson.
 - a) The Association and the District will establish the meeting schedule and budget of the Joint Panel. To meet, five of the seven members of the Joint Panel must be present. Such meetings shall take place during the regular teacher workday or as determined by majority vote of the Joint Panel. Teachers who are members of the Joint Panel shall be released from their regular duties to attend meetings, without loss of pay or benefits. A Joint Panel member's term shall be one year, renewable at the discretion of The Association and the District. Certificated members of the Joint Panel shall receive a stipend, with an additional stipend for the Committee Chair.
 - b) The Joint Panel's primary responsibilities involve:
 - Selecting and assigning the Support Providers;
 - Submitting to the Governing Board and the Association an annual evaluation of the Program's impact, including recommendations regarding Participating Teachers' progress;
 - Reviewing Support Providers' reports on Participating Teachers with permanent status referred to PAR because of unsatisfactory evaluations;
 - Reviewing the effectiveness of the Support Providers in the role of Support Provider;
 - Reassigning and/or removing ineffective Support Providers
 - Forwarding to Human Resources and the Association all records and minutes maintained by the Joint Panel;
 - All proceedings and materials related to reports and other personnel matters shall be strictly confidential. Therefore, Joint Panel members and Support Providers may disclose such information only as necessary to administer this Article;

- Sending written notification of participation in PAR to the Referred Participating Teacher, the Support Provider and the principal, with the requirements of PAR.
- c) The District agrees to indemnify and hold harmless and provide a defense to the Association and any Association-selected member of the Joint Panel against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from the Association's participation in PAR and the IP. The District will pay legal costs and fees in such actions.

2. Support Providers

A Support Provider is a teacher who provides assistance to a Participating Teacher pursuant to the Program. The qualifications for the Support Provider are set forth in this Article.

- a) Qualifications for Support Provider:
 - A teacher with permanent status at time of application, with at least three of the previous five years in District classroom teaching;
 - Must be in full time status while serving as a Support Provider
 - Demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, knowledge of District curriculum, and mastery of a range of teaching strategies necessary to meet students' needs in different contexts;
 - Ability to work cooperatively and effectively with other teachers, administrators and the Association;
 - Strong interpersonal skills;
 - Ability to work within established timelines;
 - Demonstrated talent in written and oral communications;
 - Must be available for all required training and duties

- b) Applicants for Support Provider positions will be required to submit a completed application and undergo classroom observation by member(s) of the Joint Panel. The application and observation procedures will be mutually developed by The Association and the District. All applications will be treated with confidentiality and will not be disclosed except as required by law. The Joint Panel will make the selection, which will be forwarded to the Superintendent and Board of Trustees.
- c) Support Providers shall be selected by a majority-plus-one vote of the Joint Panel following classroom observations by member(s) of the Joint Panel.
- d) The Joint Panel will assign the Support Provider to a Participating Teacher. The Participating Teacher has the right to meet with the Joint Panel to discuss the assignment of the Support Provider within two weeks of notification of the assigned Support Provider.
- e) A Support Provider will serve a minimum one-year term.

3. Support Providers' Responsibilities - Assistance:

Support Providers shall provide assistance to Participating Teachers in the areas of subject matter knowledge, teaching strategies, and teaching methods. This assistance may include, but not be limited to, the following activities:

- Providing assistance to improve in the specific areas targeted by the principal;
- Observing of the Participating Teacher during periods of classroom instruction and providing specific, immediate feedback, after each visit;
- Allowing the Participating Teacher to observe selected teachers;
- Arranging for training in specified teaching techniques or in designated subject matter.

4. Support Provider Responsibilities - Duties:

Support Providers shall also be responsible for, but not limited to, the following:

- Meet initially with administrator regarding the specific areas targeted for assistance;
- Meet regularly for observations/discussions with each Participating Teacher;
- Participate in meetings with other district Support Providers;
- Maintain a written log of contacts and support given to each Participating Teacher; for Voluntary Participating Teachers, only a written log of contacts will be maintained.
- Document all observations, visitations and meetings;
- The Support Provider shall monitor the progress of the Participating Teacher, submitting and discussing periodic written reports with that teacher;
- The Support Provider shall continue to provide assistance to the Participating Teacher until the Joint Panel concludes that the teaching performance of the Participating Teacher is satisfactory, or that further assistance will not be productive;
- The Support Provider shall submit a final report to the Joint Panel.
- Support Providers who are deemed ineffective may be reassigned and/or removed.

E. Other Provisions

1. Functions performed by unit members under this document shall not constitute either management or supervisory functions as defined by Government Code Section 3540.1(g) and (m).
2. Unit members who perform functions as Support Providers or Joint Panel members under this document shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title I of the California Government Code.
3. **Records**
 - a) All documents and information relating to the participation in this Program will be regarded as a personnel matter and subject to the

personnel record exemption of the California Public Records Act (Government Code Section 6250, et seq.). The annual evaluation of the Program's impact, excluding any information on identifiable individuals, shall be subject to disclosure under the Public Records Act.

- b) All parts of the selection process of Support Providers will be treated as confidential and will not be disclosed except as required by law.
 - c) All the documents for the Program will be filed by the Human Resources office separately from the individual personnel records, except as set forth in C, 3.
4. At the end of each school year, the PAR and IP programs will be evaluated and modified by mutual agreement of SDFAs and the District.
 5. The PAR & IP Programs are not a substitute for the contractual evaluation procedure in Article 7.01 of the Master Contract.

ARTICLE 20.01 TEACHER INTERN PROGRAM

Up to five (5) interns may be hired through an accredited university internship program.

- A. Interns will not be members of the certificated bargaining unit.
- B. For open positions, the District will first employ current temporary teachers who have re-employment rights under the Education Code, that is those who served at least 75% of the previous school year and who also possess appropriate teaching credentials, with the following exception:
 - Those positions under A above, up to a maximum of 67% of the day
 - Other exceptions made by mutual agreement of the District and SDFA
- C. A Full Time Equivalent salary will be Class I, Step 1, to be paid at the regular pay cycle.
- D. The District will cover the cost of the university's student supplemental health insurance, paid quarterly.
- E. In order to be considered for employment the year following internship, interns will participate in the District's interview process.
- F. The District and SDFA will monitor the progress of the program.

ARTICLE 21.01: MISCELLANEOUS PROVISIONS

- A. If any provisions of the Agreement are held to be contrary to law by a court of competent jurisdiction and all appeals have been exhausted, such provisions will be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.**
- B. A change of benefits which are brought about by amendment or repeal of statutes incorporated into this Agreement will be open for negotiations if one of the parties to this Agreement requests such negotiations within ten (10) days of the effect of the amendment or repeal.**
- C. It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law and that in the absence of specific provisions in this Agreement such practices and procedures are discretionary.**
- D. The Association agrees to support this Agreement for its term and shall not participate in or encourage strikes, work stoppage, slow-downs, or any other interference with the operations of the District. The Association further agrees to make every effort to induce the unit members from engaging in activities, which would interfere with any phase of the operation of the District.**
- E. In the event of concerted activity to interfere with the operations of the District by unit members who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those unit members to cease such action. It is agreed and understood that any unit member violating this Article may be subject to disciplinary measures up to and including termination by the District.**
- F. Except by mutual agreement of the Association and the District, during the term of this Agreement, the Association and District expressly waive and relinquish the right to meet and negotiate with respect to any subject or matter whether referred to or covered in the Agreement or not, even though each subject or matters may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.**
- G. Any individual contract between the Board and an individual unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.**

- H. This Agreement shall supersede any rules, regulations or practices of the Board, which are or may in the future be contrary to or inconsistent with its terms.
- I. The provisions of this Agreement shall not be interpreted or applied in a manner, which is arbitrary, capricious or discriminatory. Rules, which are designed to implement the Agreement, shall be uniform in application and effect.
- J. Unit members who use their own automobiles on District business shall be reimbursed for all such travel at the IRS allowable rate in effect. As of January 1, 2002, the rate of reimbursement for mileage will be the same as the current IRS rate. The District's rate will be adjusted when the IRS rate is adjusted.

ARTICLE 22.01: TERMS OF AGREEMENT & RECOGNITION

Upon written request of either party to the other, meeting and negotiating sessions shall commence as the law specifies and shall be carried out in a serious and honest manner on the part of each party hereto to reach agreement. Except as otherwise agreed by both parties hereto, meet and negotiation sessions to amend, modify or change this Agreement for subsequent terms shall not commence until April 1, 2015. The term of this agreement shall commence on July 1, 2012 and shall end on June 30, 2015.

APPENDIX A
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE

4141

Effective: 7/01/07 (2.000%)

2007-08

| Step | Class I | Class II | Class III | Class IV | Class V | Class VI | Class III | Class IV | Class V | Class VI | Class III | Class IV | Class V | Class VI |
|------|---------|-----------------------|-----------------------|-----------------------|------------------------------------|------------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
| | B.A. | B.A. +15 Sem. Hrs. | B.A. +30 Sem. Hrs. | B.A. +45 Sem. Hrs. | B.A. +60 Sem. Hrs. *MA Req'd | B.A. +75 Sem. Hrs. *MA Req'd | B.A. +30 w/Masters Stipend | B.A. +45 w/Masters Stipend | B.A. +60 w/Masters Stipend | B.A. +75 w/Masters Stipend | B.A. +30 w/Masters Stipend | B.A. +45 w/Masters Stipend | B.A. +60 w/Masters Stipend | B.A. +75 w/Masters Stipend |
| 1 | 42,545 | 45,949 | 49,343 | 52,749 | 56,156 | 59,565 | 51,243 | 54,649 | 58,056 | 61,465 | 51,243 | 54,649 | 58,056 | 61,465 |
| 2 | 45,105 | 48,494 | 51,901 | 55,313 | 58,705 | 62,112 | 53,801 | 57,213 | 60,605 | 64,012 | 53,801 | 57,213 | 60,605 | 64,012 |
| 3 | 47,663 | 51,057 | 54,454 | 57,861 | 61,262 | 64,663 | 56,354 | 59,761 | 63,162 | 66,553 | 56,354 | 59,761 | 63,162 | 66,553 |
| 4 | 50,210 | 53,601 | 57,011 | 60,412 | 63,810 | 67,214 | 58,911 | 62,312 | 65,710 | 69,114 | 58,911 | 62,312 | 65,710 | 69,114 |
| 5 | 52,753 | 56,159 | 59,570 | 62,964 | 66,374 | 69,770 | 61,470 | 64,864 | 68,274 | 71,670 | 61,470 | 64,864 | 68,274 | 71,670 |
| 6 | 55,319 | 58,712 | 62,116 | 65,524 | 68,923 | 72,319 | 64,016 | 67,424 | 70,823 | 74,219 | 64,016 | 67,424 | 70,823 | 74,219 |
| 7 | 0 | 61,267 | 64,669 | 68,068 | 71,480 | 74,864 | 66,569 | 69,968 | 73,380 | 76,764 | 66,569 | 69,968 | 73,380 | 76,764 |
| 8 | 0 | 0 | 69,329 | 70,629 | 74,036 | 77,430 | 71,229 | 72,529 | 75,936 | 79,330 | 71,229 | 72,529 | 75,936 | 79,330 |
| 9 | 0 | 0 | 0 | 73,188 | 76,583 | 79,971 | 0 | 75,088 | 78,483 | 81,871 | 0 | 75,088 | 78,483 | 81,871 |
| 10 | 0 | 0 | 0 | 75,739 | 79,139 | 82,526 | 0 | 77,639 | 81,039 | 84,426 | 0 | 77,639 | 81,039 | 84,426 |
| 11 | 0 | 0 | 0 | 78,296 | 81,694 | 85,096 | 0 | 80,196 | 83,594 | 86,996 | 0 | 80,196 | 83,594 | 86,996 |

Effective July 1, 2007, an additional increment of \$2,510 will be granted during the ensuing year to unit members upon completion of the 13th, 17th, 21st, 25th, and 29th year of employment within the District. Part-time unit members shall accumulate longevity in proportion to the time taught per day. This additional increment will be granted with the beginning of the school year after the anniversary date.

Longevity

| | | | | | | | | | | |
|--------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| After 13 years in SDUHSD | 57,825 | 63,777 | 71,839 | 80,806 | 84,204 | 87,606 | 73,739 | 82,706 | 86,104 | 89,506 |
| After 17 years in SDUHSD | 60,339 | 66,287 | 74,349 | 83,316 | 86,714 | 90,116 | 76,249 | 85,216 | 88,614 | 92,016 |
| After 21 years in SDUHSD | 62,849 | 68,797 | 76,859 | 85,826 | 89,224 | 92,626 | 78,759 | 87,726 | 91,124 | 94,526 |
| After 25 years in SDUHSD | 65,359 | 71,307 | 79,369 | 88,336 | 91,734 | 95,136 | 81,269 | 90,236 | 93,634 | 97,036 |
| After 29 years in SDUHSD | 67,869 | 73,817 | 81,879 | 90,846 | 94,244 | 97,646 | 83,779 | 92,746 | 96,144 | 99,546 |

- Masters/Ph.D./Ed.D. Stipends \$1,900
- Education Specialist Stipend \$ 952
- Longevity Stipend \$2,510
- Hourly (Curriculum Related) \$34.45
- Hourly (Non-Curriculum Related) \$30.26

A. REGULATIONS GOVERNING INITIAL PLACEMENT ON THE SALARY SCHEDULE

1. Credits or units used to advance beyond Class I must be upper division or graduate credits earned after the date the bachelor's degree is granted as recorded on the transcript or diploma. Other official university documents equivalent to an official transcript may be accepted at the discretion of the District.
2. New unit members will be placed on Class I, Step I until all official documentation is received by the District at which time Class and Step placement shall be made retroactive to the unit member's starting date. New unit members have until November 1 of the year of hire or 60 days after the date of hire (whichever is later) to provide official transcripts and other salary placement documentation. If documents are not received by that date, placement will be made based on documents received. The Associate Superintendent/Human Resources may waive this date requirement under extenuating circumstances.
3. All new and current unit members who qualify for advancement in step with two (2) or more years of verifiable public school teaching experience, shall be placed at Step 3 of the appropriate class on the Certificated Salary Schedule. New unit members with less than two (2) years verifiable experience, shall be placed on the appropriate Step (1 or 2).
4. A master's degree or doctorate from a W.A.S.C. or equivalent accredited institution shall be required to enter Class V and VI for all unit members placed on the Certificated Salary Schedule after October 1, 1976.

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

Board Approved: May 21, 1998

Revised: January 21, 1999

Revised: November 4, 1999

Revised: October 19, 2000

Revised: September 20, 2001

Revised: November 21, 2002

Revised: May 15, 2003

Revised: September 23, 2004

Revised: September 15, 2005

Revised: October 5, 2006

5. Holders of a master's degree from a W.A.S.C. or equivalent institution in Classes III, IV, V, VI shall receive an additional \$1,900 per year. Holders of a doctorate from a W.A.S.C. or equivalent accredited institution shall receive an additional \$1,900 per year. Holders of an Education Specialist degree shall receive an additional \$952 per year. Holders of a doctorate from a W.A.S.C. or equivalent accredited institution, who have not received a stipend for a master's degree, are eligible to receive an additional \$3,800 per year. Holders of both a doctorate and Education Specialist degrees will receive only the additional doctoral stipend.
6. A unit member shall receive as salary only an amount that bears the same ratio to the established annual salary as the time he/she serves bears to the required days of service.

B. RECLASSIFICATION OF THE SALARY SCHEDULE

1. For the purpose of class advancement on the salary schedule, written verification of credits which will appear on an official transcript must be submitted to the District Office on a grade card, or a letter from the registrar or course instructor, prior to the first teaching day of any school year. Final transcripts or other official documentation acceptable to the District, verifying the credits must be submitted prior to November 1, otherwise, class advancement will be denied and salary increases provided for class advancement will be relinquished and previously paid increases will be paid back to the District. Unit members planning class changes in the succeeding year must notify the District of their intention PRIOR TO MAY 15; otherwise, class advancement may be denied. Credits for class advancement shall be limited to upper division or graduate work from a W.A.S.C. or equivalent accredited institution.

However, a unit member may submit a "Petition for Exception" to the Associate Superintendent/Human Resources for courses or workshops which directly pertain to the individual's assignment. Such petition must be submitted in advance of

taking the course or workshop and shall be reviewed by a committee composed of two Association representatives and two District representatives. The decision of the majority of the committee shall be final. The "Petition" must be received by the District Office at least thirty (30) calendar days prior to the first day of the course or workshop. A master's degree is required to enter Class V and VI for all unit members placed on the Certificated Salary Schedule after October 1, 1976. Class changes will be limited to not more than two per year.

- a. Certificated unit members working part-time contracts will begin accruing credit with the 1990-91 school year. Service earned prior to August 29, 1990, shall not be counted for the purpose of salary reclassification.
- b. Salary reclassification shall occur at the beginning of the school year.
- c. Unit members in a paid status less than 75% of a school year will be allocated part-time step credits as per the following formula:

$$\frac{\% \text{ assignment} \times \text{number of days in paid status}}{\text{number of master contract days}}$$
- d. Such part-time credit will accumulate year to year. When a unit member's credits equal or exceed .75, 1.75, 2.75, etc., the employee will advance on the salary schedule.
- e. Unpaid leave days do not count in the formula used to determine service credit.
- f. The District shall provide to the Association by May 15th, a listing of those part-time unit members entitled to salary reclassification the beginning of the next school year.

2. No unit member holding an emergency credential shall be advanced beyond Class I on the salary schedule.

3. Effective July 1, 2007, an additional increment of \$2,510 will be granted during the ensuing year to unit members upon completion of the 13th, 17th, 21st, 25th, and 29th year of employment within the District. Part-time unit members shall accumulate longevity in proportion to the time taught per day. This additional increment will be granted with the beginning of the school year nearest the anniversary date.
 4. Advanced degrees and longevity bonuses shall be considered prorated as part of the salary when computing salary for part-time assignments.
 5. All salaries shall fall within the financial confines of the Certificated Salary Schedule except for those unit members whose prior placement extends beyond the maximum of his/her classifications. Authorized unit members who work longer than the Board adopted teacher's year, shall receive additional compensation.
 6. The advancement on the salary schedule shall be at the rate of one (1) step for each year of experience. If an employee is in a paid status for at least 75% of a full school year, in any given school year, such service shall be considered a year of experience for salary schedule advancement purposes.
- C. The rate of pay for Adult School Teachers, Summer School Teachers, Home Tutors, and curriculum-related workshops and committee work shall be \$34.45 per hour.
- D. The rate of pay for non-curriculum work shall be \$30.26 per hour.

APPENDIX B

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

4143

EXTRA-CURRICULAR SALARIES
Effective 7/01/07

All paid extra-curricular assignments are for a period of one school year.

CLASS AA

Athletic Director
Activities Director

CLASS A

Head Varsity Football
(HS) Drama*

CLASS I

All Head Varsity Coaches (except Varsity Football)
(HS) Band Director**
Speech & Debate**
Academic Competitions**
Conservatory Coordinator (CCA only)
Pep Squad

CLASS II

Varsity Assistant Coaches (athletics)
(MS) Activities Director

CLASS III

All other Assistant Athletic Coaches, including JV & Frosh Head Coaches
(MS) Yearbook (without a regular class)
(HS) Yearbook (without a regular class)

CLASS IV

(HS) Journalism
(HS) Yearbook (with a regular class)

CLASS V

Speech & Debate Assistant***
Academic Competitions Assistant***
(HS) Non-Athletic Assistant***
(MS) Drama*
(MS) Yearbook (with regular class)
(MS) Band
Pep Squad Assistant

CLASS VI

(MS) Non-Athletic Assistant

- * Dependent upon a minimum of 2 productions per year.
- ** These categories combined may not exceed 3 total positions
- *** These categories combined may not exceed 3 total positions

| Experience (Steps) | Class AA | Class A | Class I | Class II | Class III | Class IV | Class V | Class VI |
|----------------------|----------|---------|---------|----------|-----------|----------|---------|----------|
| Step 1 (1-4 years) | 4,102 | 3,897 | 3,487 | 3,076 | 2,669 | 2,255 | 1,846 | 1,435 |
| Step 2 (5-7 years) | 4,511 | 4,267 | 3,877 | 3,367 | 2,933 | 2,480 | 2,097 | 1,580 |
| Step 3 (8-10 years) | 4,924 | 4,636 | 4,212 | 3,642 | 3,201 | 2,853 | 2,377 | 1,885 |
| Step 4 (11-19 years) | 5,228 | 5,007 | 4,542 | 3,922 | 3,468 | 3,126 | 2,762 | 2,150 |
| Step 5 (20+ years) | 5,594 | 5,377 | 4,875 | 4,183 | 3,736 | 3,367 | 3,001 | 2,239 |

Placement on the Stipend Schedule

1. Placement shall be based on years of experience in the District in each separate extra-curricular assignment (sport or activity) for years service in that extra-curricular assignment.
2. No experience credit shall be granted for outside coaching experience in other districts or the equivalent in the sport to be coached.
3. Placement on the schedule and subsequent payment of the stipend for a particular year/season shall be based on prior years' in-District experience only.
4. An extended season stipend will be given to varsity athletic coaches who participate in CIF playoff competition. The bonus will be computed as 10% of the extra-curricular salary stipend.
5. San Dieguito Union High School District employees will receive a \$200.00 signing bonus.

APPENDIX C

Extra-Curricular Supervision Schedule

| | |
|-------------------------------------|------------------------|
| Announcer | \$ 30.00 |
| Booth Control | \$ 50.00 |
| Cash Control (short event) | \$ 25.00 |
| Cash Control (long event) | \$ 50.00 |
| Chain Gang (each) | \$ 35.00 |
| Concession Helper (short event) | \$ 15.00 |
| Concession Helper (long event) | \$ 30.00 |
| Concession Supervisor (short event) | \$ 50.00 |
| Concession Supervisor (long event) | \$ 80.00 |
| Parking Lot Attendant (long event) | \$ 60.00 |
| Proctor (SAT/ACT/PSAT) | \$100.00 |
| Score Keeper | \$ 30.00 |
| Event Worker (short event)* | \$ 30.00 |
| Event Worker (long event)* | \$ 60.00 |
| Ticket Taker/Seller (short event) | \$ 30.00 |
| Ticket Taker/Seller (long event) | \$ 60.00 |
| Timer | \$ 30.00 |
| Clerk of the Course (Track Meet) | Employee's Hourly Rate |
| Event Judge (Track Meet) | Employee's Hourly Rate |

Short Event is defined as up to and including two hours, thirty minutes.

Long Event is defined as two hours, thirty-one minutes or more.

If a "Short Event" extends past the above hour definition, the unit member shall be paid the "Long Event" rate.

In the event of a "no show" or cancellation of an event, if the unit member was required to attend for any amount of time, he/she shall be paid a minimum of fifteen dollars (\$15.00).

*chaperoning/supervising dances and athletic events

APPENDIX D

San Dieguito Academy

The purpose of this side letter is to acknowledge the understanding between SDFA and the San Dieguito Union High School District in the ongoing planning & development of the San Dieguito High School Academy.

1. SDFA and SDUHSD acknowledge that the hours of the academy will be different from the working hours of other certificated unit members, thereby providing staff and students flexibility in determining working hours.
2. SDFA and SDUHSD acknowledge that the actual school day will be configured differently.
3. SDFA and SDUHSD acknowledge that San Dieguito High School Academy teachers will be asked to participate in homeroom/advisory and tutorial programs.
4. SDFA and SDUHSD acknowledge that several restructuring components such as team teaching, clusters, collaboration, internships in the community, sports/P.E. credit, interdisciplinary projects, etc. will be piloted at the San Dieguito Academy.
5. SDFA and SDUHSD agree the Academy's administration and the SDFA site representative will work with site staff to evaluate the academy's program. Together the principal and site representative will:
 - develop the evaluation instrument and method
 - conduct the evaluation
 - determine modifications as a result of the evaluation
 - implement modifications per final mutual approval of SDFA and the District
6. SDFA and SDUHSD acknowledge that the changes or expectations of/for teachers at the San Dieguito High School Academy are not meant to be extended to other programs or sites within the District without the explicit consent and desire of SDFA.
7. SDFA and SDUHSD acknowledge that this appendix will be in effect throughout the 2006-07 school year. Continuation of the academy program will occur by mutual agreement after evaluation.
8. SDFA and SDUHSD agree that there will be no involuntary certificated transfers into the academy.
9. (a) Teacher who currently work at San Dieguito Academy, and current tenured/probationary teachers who transfer to San Dieguito Academy for 2006-07, will have the right to transfer to another District site if there is an appropriate vacancy.

(b) Current teachers who choose to transfer to San Dieguito Academy beginning with the 2007-08 school year and newly hired teachers beginning in 2006-07, will have the same transfer rights as teachers at the other District sites.

APPENDIX E

SDFA/SDUHSD

Canyon Crest Academy Side Letter

Part 1 – General

1. SDFA and SDUHSD acknowledge that the working hours of the new high school will be different from the working hours of other certificated unit members, thereby providing staff flexibility in determining working hours.
2. SDFA and SDUHSD acknowledge that the actual school day will be configured differently.
3. SDFA and SDUHSD acknowledge that new instructional programs may be piloted at the new high school, consistent with District policies and contractual language.
4. SDFA and SDUHSD acknowledge the need for ongoing dialogue, evaluation, and mutual agreement as the programs are implemented.
5. SDFA and SDUHSD acknowledge that the changes or expectations of/for teachers at the new high school are not meant to be extended to other programs or sites within the district without the explicit consent and desire of SDFA.
6. SDFA and SDUHSD agree that time for collaboration/preparation prior to the new school opening will be provided for teachers.
7. It is agreed that the new high school's administration and the SDFA site representative will work with site staff to evaluate the program. Together, the principal and site representative will:
 - ❖ Develop the evaluation instrument and method
 - ❖ Conduct the evaluation
 - ❖ Determine modifications as a result of the evaluation
 - ❖ Implement modifications per final mutual approval of SDFA and the District
8. The District and SDFA will meet no later than January 31, 2004 to determine mutually agreeable final selection criteria and MOU language.
9. (a) Teachers who currently work at Canyon Crest Academy, and current tenured/probationary teachers who transfer to Canyon Crest Academy for 2006-07, will have the right to transfer to another District site if there is an appropriate vacancy.

(b) Current teachers who choose to transfer to Canyon Crest Academy beginning with the 2007-08 school year and newly hired teachers beginning in 2006-07, will have the same transfer rights as teachers at the other District sites.

APPENDIX E

Part II – School Opening of Canyon Crest Academy (*no longer applicable*)

1. General information regarding the school circulated to all staff, beginning in November – more detailed information during December/January, regarding schedule and course offerings
2. Staffing surveys distributed in January (to all sites, as in past years)
3. Canyon Crest Academy application distributed in January – attached approximate number of staff needed, by specific subjects
4. Application to include:
 - a. Experience with technology/arts
 - b. Why interested in working at CCA, school of choice
 - c. How technology and/or arts can be addressed in other subjects
 - d. Ideas for “connecting” students to school
 - e. Include “MOU” language, to reinforce expectations for teachers at this school of choice (e.g., use of technology in all classes, cooperation with music/drama performances)
5. Interview panel to include:
 - a. David Jaffe, Penny Cooper-Francisco, technology administrator
 - b. Teachers from planning team, including music, technology and arts teachers
6. Elect department chairs per current Master Contract, but hold election in February/March 2004 for CCA only to facilitate purchasing and additional staff selection.
7. Advertise and recruit for positions that current employees do not wish to fill – interview and select, using method #4 & #5 (and including newly elected department chairs)
8. There will be no involuntary transfers to CCA; no interested qualified current certificated employees will be refused open positions
9. Adequate release and/or paid time available for planning new school
10. As with other San Dieguito Union High School District campuses, CCA teachers will not be required to perform duties that are classified or administrative (i.e., that are performed by classified or administrative staff on other campuses). CCA’s support staffing will be proportional to other sites’ staffing. CCA teachers will not be asked to perform duties that are not performed by their counterparts at other sites.
11. Class size will be consistent with the other San Dieguito Union High School District campuses
12. Staffing will be conducted the same as above for schools years 2005-06, 2006-07, and 2007-08.

APPENDIX E

Part III – Program/Workday

1. The Board requests the development of an alternative schedule based on the 4X4 model with an A/B component
2. The Board is aware of the additional staffing required for a 4X4 schedule. The district will make every effort to reduce costs by obtaining and using grant funds. It is the intention of the district that the AB 4X4 of Canyon Crest Academy will not adversely affect the budgets/staffing of other sites or the salary/benefits of SDUHSD employees.
3. Currently, the district has obtained a SSP grant for supplemental after-school programs.
 - a. SSP programs are governed by California Education Code Section 58800 – 58806
 - b. The SSP program is intended to serve individual students in search of in-depth, extensive career and post-secondary preparation in the arts and technology.
 - c. Flex schedule options may be available for interested teachers
 - d. Additional hourly compensation (curricular rate) may also be available for teachers interested in working in the SSP supplemental after-school program as a specialty instructor in break-out groups.
 - e. The SDUHSD teacher-to-student ratio of SSP supplemental classes will be within the same class size range as other music, arts, dance, and technology classes in the district. A comparison average will be made available to and approved by SDFSA by the end of September and as new SSP classes are offered.
4. Canyon Crest will open with a special education program. In the first year, it will be restricted to local students with mild to moderate disabilities. No regional programs will be scheduled for the first year. In successive years, as enrollment grows, the special education program will be evaluated for expansion by the district.
5. Canyon Crest Academy will offer an English language learner program. In the first year, it will be a transitional program. In successive years, as enrollment grows, the program will be evaluated for expansion by the district.
6. Class size will be consistent with the class size throughout the district. During the opening year, when enrollment is very low, some allowances will need to be made for single period offerings. This is a current practice at other district sites. Grant funding will be pursued for special programs.
7. School enrollment will be based on facility capacity.
8. Early graduation will require the same petition/approval process that is required at TPHS, LCC, and SDA. The practice is discouraged and is made available for students with extenuating circumstances.

TRAVEL

The goal of the Board of Trustees to provide transportation or reasonable reimbursement for employees required to travel as a result of their job responsibilities. It is also the goal of the Board to provide transportation or reasonable reimbursement for employees traveling to approve out of district meetings and conferences.

Employees are expected to be good stewards of District funds. It is understood that food at conferences venues and hotels can be expensive. Nonetheless, employees are to be prudent and use good judgment when selecting restaurants.

The Superintendent may authorize the use of a district vehicle for employees required to travel on school business or for approved meetings and conferences. Reimbursement for the use of a privately owned vehicle on authorized school business or while attending approved conferences and meetings shall be the Internal Revenue Service (IRS) allowable rate in effect at the time of travel.

The Superintendent shall set forth in administrative regulations the procedures for:

1. Requesting transportation to and from approved meetings and conferences.
2. Requesting reimbursement for all authorized transportation travel expenses.

APPENDIX F

PERSONNEL

4133/AR

TRAVEL (Mode of Transportation)

A. District Vehicles

A limited number of District vehicles are available for transporting small groups on authorized school district business.

All requests for use of a District vehicle for such purposes must be processed on a Van Request with the approval of the building principal or designated supervisor. Such vehicles may be requested through the Transportation Department for Authorized school business. All requests will be evaluated according to the following criteria:

1. The purpose and length of the proposed trip.
2. The availability of the District vehicle.
3. DMV H-6 Report on file in Transportation for the driver

B. Private Vehicles

Employees may be reimbursed for use of their private vehicle for authorized school district business under the following conditions:

1. Trips must be approved in advance by the building principal or designated supervisor.
2. An "Application for Use of Private Automobile on District Business" form must be on file in the Finance Office before a reimbursement claim will be processed. Additional information included on the form will be evidence of liability and property damage insurance and evidence of a valid California driver's license.
3. Claims for reimbursement for the use of private vehicles to conduct school business within the County must be made on a "Mileage Expense Claim" and filed at the end of each calendar month. Claims for reimbursement for mileage on school business associated with a Travel Requisition must be made on a "Travel Expense Claim" form.

C. Other Transportation

A Travel Requisition form must be processed in order to attend the meeting or conference.

APPENDIX G

Academic Support Programs

SDFA and SDUHSD agree in the concept of academic support programs outside of the regular school day for students needing additional academic assistance. These programs are in addition to the normal district practice referenced in the Master Contract Article 2.01-A (Working Hours).

Academic support programs shall be offered to staff on a purely voluntary basis. Positions will be advertised at the school site and open to all qualified staff members. These programs may vary in time, duration, schedule, and format. The academic support classes are not meant to replace a regular academic course within the school day, nor do they require the same workload as a class conducted during the regular school day. The position will be paid at the curricular hourly rate.

To that effect, academic support programs will not require teachers to

- send progress reports
- record grades
- prepare report cards
- make parent contacts
- collect or grade homework
- inventory textbooks or instructional materials
- develop or design lesson plans
- attend IEP's or SST's related to students in a support program outside of the school day.

An administrator is required to be on site whenever an academic support program is in session.

As a means of assisting the district in generating additional revenue, SDFA and the District agree to extend the 2004-05 Side Letter on Academic Support Programs to include offering Saturday study/help sessions for Advance Placement and SAT test preparation.

These sessions will be offered on various Saturdays during the months of April and May prior to AP/SAT testing. Teachers participating will be paid the curricular hourly rate.

It is understood that the AP/SAT study sessions are not precedent setting nor do they establish a district practice, but are rather a pilot opportunity to assist students and generate additional ADA for the district. Any such sessions will be continued in the future only with the consent of SDFA.

Support School Reminders

- These support programs are not intended to be whole class instruction, but rather assistance to individual students or small study teams.
- Emphasis should be placed on student-led study groups
- Teacher involvement in Saturday Support programs is totally voluntary. There should be no subtle pressure to participate.
- Saturday support programs will not require teachers to
 - send progress reports
 - record grades
 - prepare report cards
 - contact parents
 - collect/grade homework
 - develop lesson plans
 - inventory text materials

Ideas for High School Saturday Support School

Teachers may facilitate

- Student AP study groups
 - Practice exams
 - Essay review
 - Student review teams
- Student SAT/CAHSEE study sessions
 - Practice tests
 - Essay practice
 - Student review teams
- Study/review sessions for D/F grades
 - Assistance with homework
 - Study teams
 - Completion of missing assignments (student's responsibility to gather)
- Study/review sessions for department exams
 - Student review
 - Student study groups
- Study/tutoring support for major department projects
 - ❖ Emphasis on student-led groups
 - ❖ Emphasis on facilitation
 - ❖ Emphasis on independent student practice or review

Teachers may administer/supervise test make ups

Teachers may facilitate athletic/field trip study hall

APPENDIX H
Forms

1. Forms

- A. Teacher wish list (pg. 1)
- B. Course request tally sheet (pg. 2)
- C. Formula and non-formula staffing allocation (from District) (pgs. 3-5)
- D. Allocation of sections within department (pgs. 6-8)
- E. Department's tentative schedule of individual assignments (developed by Department Chairs be given at mandatory department meeting) (pg.9)
- F. Agenda for mandatory department meeting (pg. 10)
- G. Report of mandatory department meeting (pgs. 11-12)
- H. Administrative master schedule (pg. 13)

2. Frequently Asked Questions

SDUHSD Teaching Assignment Wish List

Name: _____

Department: _____ Number of Sections: _____

Please indicate your preferences for the [insert upcoming school year] master schedule and return this form to [insert name of principal] by [insert date]. As you are well aware, there are many contributing factors to developing the master schedule, some of which include registration numbers, teacher credentialing, course requirements, special funding, curriculum implementation, facilities availability and multi-site assignments. As a result of the multiple factors being considered during the master schedule development process, all Teacher Wish List requests will be considered but may not be honored.

Please list the titles of the courses you would like to teach next year in order of preference. Be honest here, as this will be our guide.

- | | |
|---|---|
| <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p> <p>5. _____</p> | <p>CIRCLE or BOLD any of the following you are interested in teaching (<i>this section can be customized by site based on site needs</i>):</p> <p style="margin-left: 40px;">Teamed Classes ELD</p> <p style="margin-left: 40px;">Honors Classes AP Classes</p> <p style="margin-left: 40px;">AVID</p> |
|---|---|

Are you interested or available in teaching a "0" or 5th/7th period? Yes No

Which period do you prefer to have your prep? 1st choice: _____

List three different choices. 2nd choice: _____

(Prep periods will be assigned as they best meet the needs of the master schedule) 3rd choice: _____

Please include any additional comments, requests, reasons, etc. below.

Please email or print form and return to [Insert Person] by [Insert Date]

La Costa Canyon High School

COURSE REQUEST TALLY

2006-2007

| Course # | Course Title | 9 th | 10 th | 11 th | 12 th | Total |
|----------|----------------|-----------------|------------------|------------------|------------------|-------|
| B6552 | Draw/Desgn P | 15 | 23 | 45 | 45 | 128 |
| B6554 | Sculpture P | 12 | 15 | 85 | 40 | 152 |
| B6556 | Painting P | 7 | 4 | 23 | 26 | 60 |
| b6560 | Imaging P | 1 | 1 | 17 | 14 | 33 |
| b6562 | F/A DigiPhoto | 2 | 0 | 24 | 11 | 37 |
| b6566 | AP StudArtDR | 0 | 1 | 28 | 16 | 45 |
| B6567 | AP StudArt2D | 0 | 0 | 31 | 20 | 51 |
| B6568 | AP StudArt3D | 0 | 0 | 2 | 9 | 11 |
| B6572 | Acting I P | 14 | 3 | 9 | 5 | 31 |
| b6573 | Int Acting P | 10 | 0 | 2 | 1 | 13 |
| B6574 | Adv Acting P | 0 | 2 | 5 | 5 | 12 |
| B6575 | Adv Drama HP | 0 | 0 | 7 | 5 | 12 |
| B6576 | Drama Prod P | 0 | 11 | 15 | 16 | 42 |
| B6581 | Video Film P | 3 | 3 | 66 | 76 | 148 |
| B6652 | Record Arts | 3 | 0 | 5 | 13 | 21 |
| B6663 | Concert Bnd P | 15 | 0 | 2 | 0 | 17 |
| B6665 | Jazz Band P | 2 | 2 | 1 | 1 | 6 |
| B6668 | Symp Bnd P | 12 | 12 | 6 | 9 | 39 |
| B6670 | AP Mus Th HP | 0 | 1 | 6 | 15 | 22 |
| B6970 | Advanced Dance | 9 | 11 | 10 | 8 | 38 |
| E1501 | English 9 P | 345 | 0 | 0 | 0 | 345 |
| E1502 | English 9 HP | 265 | 0 | 0 | 0 | 265 |
| E1521 | Eng 10 P | 0 | 336 | 0 | 0 | 336 |
| E1522 | English 10 HP | 0 | 239 | 0 | 0 | 239 |
| E1531 | English 11 P | 0 | 0 | 245 | 0 | 245 |
| e1531s | English 11 P | 0 | 0 | 31 | 0 | 31 |
| E1532 | AP Eng Lang | 0 | 0 | 270 | 1 | 271 |
| E1541 | English 12 P | 0 | 0 | 1 | 271 | 272 |
| E1541S | English 12 P | 0 | 0 | 0 | 13 | 13 |
| E1542 | AP Eng Lit | 0 | 0 | 0 | 270 | 270 |
| e1551 | Eng Lang Dev I | 1 | 3 | 1 | 0 | 5 |

FORMULA AND NON-FORMULA STAFFING ALLOCATIONS

FORM C
P.1

Revised 1/23/08

Formula Staffing Summary As of February 1, 2008

| | |
|------------------|--------------|
| ADA 1812 (1780) | |
| Staffing Formula | 67.00 |
| ROP Adjustment | 0.67 |
| Total Allocation | 66.33 |
| Current | <u>63.90</u> |
| Under | 2.43 |

| First Name | Last Name | FTE | Leave | Non Formula | Notes |
|------------|-----------|-----|-------|----------------|---------------------------|
| Teacher | A | | 1 | | 100% Unpaid Leave 2007-08 |
| Teacher | B | 1 | | | Temporary |
| Teacher | C | 1 | | | |
| Teacher | D | 1 | | | Temporary |
| Teacher | E | 1 | | | |
| Teacher | F | 1/3 | | 2/3 | Temporary, 2/3 ROP |
| Teacher | G | 1 | | | |
| Teacher | H | 1 | | | |
| Teacher | I | 1 | | | Temporary |
| Teacher | J | 2/3 | 1/3 | | |
| Teacher | K | 2/3 | | 1/3 | 1/3 BTSA Support Provider |
| Teacher | L | 1 | | | |
| Teacher | M | 2/3 | | | |
| Teacher | N | 1 | | | |
| Teacher | O | 1 | | | Temporary |
| Teacher | P | 1 | | | |
| Teacher | Q | 1 | | | |
| Teacher | R | 1 | | | |
| Teacher | S | 1 | | | Temporary |
| Teacher | T | 2/3 | | 1/3 | 1/3 TIIG |
| Teacher | U | 1 | | | |
| Teacher | V | 1 | | | |
| Teacher | W | 1 | | | |
| Teacher | X | 1 | | | |
| Teacher | Y | 1 | | | |
| Teacher | Z | 1 | | | |
| Teacher | AA | 1 | | | |
| Teacher | BB | 2/3 | | | Temporary |
| Teacher | CC | 1 | | | Temporary |
| Teacher | DD | 1/3 | | | 3/5 TP APE |
| Teacher | EE | 1 | | | |
| Teacher | FF | 2/3 | | 1/3 | 1/3 ROP (Semester I only) |
| Teacher | GG | 1 | | | |
| Teacher | HH | 1 | | | |
| Teacher | II | 2/3 | | 1/3 | Temporary, 1/3 ROP |
| Teacher | JJ | 2/3 | | 1/3 | 1/3 AD |

FORMULA AND NON-FORMULA STAFFING ALLOCATIONS

FORM C
P.2

| | | | | | |
|---------|--------------|-------|------|------|------------------------------|
| Teacher | KK | 1 | | | |
| Teacher | LL | 2/3 | | | Temporary; 20% CV |
| Teacher | MM | 1 | | | Temporary |
| Teacher | NN | 1 | | | |
| Teacher | OO | 1 | | | |
| Teacher | PP | 1 | | | Temporary |
| Teacher | QQ | 1 | | | Temporary |
| Teacher | RR | 1 | | | |
| Teacher | SS | 1 | | | Temporary |
| Teacher | TT | 1 | | | Temporary |
| Teacher | UU | 1/3 | | | Temporary; 1/5 EW |
| Teacher | VV | 1 | | | |
| Teacher | WW | 2/3 | | 1/3 | 1/3 Math Support |
| Teacher | XX | 1 | | | |
| Teacher | YY | 1 | | | |
| Teacher | ZZ | 1 | | | |
| Teacher | AAA | 1 | | | |
| Teacher | BBB | 1 | | | Temporary |
| Teacher | CCC | 1 | | | |
| Teacher | DDD | 1 | | | |
| Teacher | EEE | | 1 | | |
| Teacher | FFF | 1 | | | |
| Teacher | HHH | 1 | | | |
| Teacher | III | 1 | | | Temporary |
| Teacher | JJJ | 1 | | | Temporary |
| Teacher | KKK | 2/5 | | | 3/5 CV - Temporary |
| Teacher | LLL | 1 | | | Temporary |
| Teacher | MMM | 1 | | | |
| Teacher | NNN | 1 | | | |
| Teacher | OOO | 1 | | | Temporary; 1/5 AVID |
| Teacher | PPP | 1 | | | |
| Teacher | QQQ | 1 | | | |
| Teacher | RRR | 1 | | | Temporary |
| Teacher | SSS | | | 1/3 | 1/3 ASB; Temporary |
| Teacher | TTT | 1 | | | |
| Teacher | UUU | 5/6 | | | 1/6 Unpaid Leave 1st quarter |
| Teacher | VVV | | 1 | | 100% Unpaid Leave 2007-08 |
| Teacher | WWW | 1 | | | Temporary |
| | | | | | |
| | Total | 63.90 | 3.33 | 3.00 | |
| | | | | | |

FORMULA AND NON-FORMULA STAFFING ALLOCATIONS

Counseling

| First Name | Last Name | Non Formula | Leave | Notes |
|------------|--------------|-------------|-------|-------|
| COUNSELOR | A | 1 | | |
| COUNSELOR | B | 1 | | |
| COUNSELOR | C | 1 | | |
| COUNSELOR | D | 1 | | |
| COUNSELOR | E | 1 | | |
| | <i>Total</i> | 5.00 | 0.00 | |

Special Education

| First Name | Last Name | Non Formula | Leave | Notes |
|--------------------|--------------|-------------|-------|-----------------------------|
| Program Specialist | A | 1 | | District Program Specialist |
| Resource | A | 1 | | Mild-Moderate; Temporary |
| Resource | B | 1 | | Mild-Moderate; Temporary |
| Resource | C | 1 | | Mild-Moderate |
| Resource | D | 1 | | Mild-Moderate |
| Resource | E | 1 | | Mild-Moderate; Temporary |
| SED | A | 1 | | SDC-SED |
| SPEECH | A | 4/5 | | Speech/Language; 1/5 EW |
| Resource | G | 1 | | Mild-Moderate; CLA |
| Resource | H | 1 | | Mild-Moderate; Temporary |
| | <i>Total</i> | 9.80 | 0.00 | |

Administration

Principal
Assistant Principal
Assistant Principal

Other

| | | | | | |
|---------|-----|---|--|-----|---------------------------|
| Teacher | F | | | 2/3 | Temporary, 2/3 ROP |
| Teacher | K | | | 1/3 | 1/3 BTSA Support Provider |
| Teacher | T | | | 1/3 | 1/3 TIIG |
| Teacher | FF | | | 1/3 | 1/3 ROP (Semester I only) |
| Teacher | II | | | 1/3 | Temporary, 1/3 ROP |
| Teacher | JJ | | | 1/3 | 1/3 AD |
| Teacher | WW | | | 1/3 | 1/3 Math Support |
| Teacher | OOO | 1 | | | Temporary; 1/5 AVID |
| ROP | A | | | 1 | ROP |
| ROP | B | | | 1 | ROP |
| Total | | | | | |

Total FTE: 16 4/5

Teacher FTE 63.90

Non Formula FTE 17.80

Total 81.70

Total LOA 3.33

Department Section Allocation
(example)

| DEPT | Grade: | 9th | 10th | 11th | 12th | TOTAL | SBJ TOTAL | DEPT SEC (TOTAL) | SUBJ/DEPT AVG | REMAINING SECTION | LAST NAME | FIRST NAME | SECTIONS | Credential | Considerations/Limitations |
|---|---------------|-----|------|------|------|-------|-----------|------------------|---------------|----------------------------|-----------|------------|----------|-------------------|----------------------------|
| ENGLISH | | | | | | | | | | | | | | | |
| ENGLISH | English 9 P | 159 | 0 | 0 | 0 | 159 | 224 | 60 | 0.00 | TEACHERS ASSIGNMENT | English | A | 6.00 | Journalism Degree | |
| ENGLISH | English 9 P | 65 | 0 | 0 | 0 | 65 | | | | | English | B | 6.00 | | |
| ENGLISH | English 9 HP | 95 | 0 | 0 | 0 | 95 | 154 | | | | English | C | 6.00 | | |
| ENGLISH | English 9 HP | 59 | 0 | 0 | 0 | 59 | | | | | English | D | 6.00 | | |
| ENGLISH | Eng 10 P | 0 | 139 | 3 | 1 | 143 | 244 | | | | English | E | 6.00 | | |
| ENGLISH | Eng 10 P | 0 | 101 | 0 | 0 | 101 | | | | | English | F | 6.00 | | |
| ENGLISH | English 10 HP | 1 | 63 | 0 | 0 | 64 | 226 | | | | English | G | 6.00 | | |
| ENGLISH | English 10 HP | 0 | 162 | 0 | 0 | 162 | | | | | English | H | 6.00 | | |
| ENGLISH | English 11 P | 0 | 0 | 158 | 2 | 160 | 303 | | | | English | I | 6.00 | | |
| ENGLISH | English 11 P | 0 | 0 | 143 | 0 | 143 | | | | | English | J | 2.00 | | |
| ENGLISH | AP Eng Lang | 0 | 0 | 51 | 1 | 52 | 154 | | | | English | K | 4.00 | | |
| ENGLISH | AP Eng Lang | 0 | 0 | 102 | 0 | 102 | | | | | | | | | |
| ENGLISH | English 12 P | 0 | 0 | 2 | 163 | 165 | 260 | | | | | | | | |
| ENGLISH | English 12 P | 0 | 0 | 1 | 94 | 95 | | | | | | | | | |
| ENGLISH | AP Eng Lit | 0 | 0 | 0 | 36 | 36 | 158 | | | | | | | | |
| ENGLISH | AP Eng Lit | 0 | 0 | 1 | 121 | 122 | | | | | | | | | |
| ENGLISH | Journ I | 7 | 8 | 5 | 8 | 28 | 39 | | | | | | | | |
| ENGLISH | Journ I | 3 | 3 | 4 | 1 | 11 | | | | | | | | | |
| ENGLISH | Adv Journ P | 0 | 3 | 8 | 12 | 23 | 51 | | | | | | | | |
| ENGLISH | Adv Journ P | 0 | 4 | 9 | 15 | 28 | | | | | | | | | |
| ENGLISH | Crtve Wrt P | 1 | 2 | 5 | 8 | 16 | 48 | | | | | | | | |
| ENGLISH | Crtve Wrt P | 7 | 6 | 10 | 9 | 32 | | | | | | | | | |
| ENGLISH | Poetry P | 1 | 3 | 3 | 9 | 16 | 41 | | | | | | | | |
| ENGLISH | Poetry P | 7 | 4 | 7 | 7 | 25 | | | | | | | | | |
| ENGLISH | Yearbook | 0 | 7 | 11 | 18 | 36 | 69 | | | | | | | | |
| ENGLISH | Yearbook | 0 | 6 | 10 | 17 | 33 | | | | | | | | | |
| ENGLISH | Speech Debat | 0 | 2 | 2 | 2 | 6 | 21 | | | | | | | | |
| ENGLISH | Speech Debat | 0 | 1 | 9 | 5 | 15 | | | | | | | | | |
| ENGLISH | Academic Lit | 8 | 1 | 1 | 0 | 10 | 10 | | | | | | | | |
| Department Considerations: Need to assign grade level English classes across periods. Consider running yearbook and journalism classes during the last two periods of the day. Teacher J teaches three classes Earl Warren so teachers classes must be scheduled the first two periods of the day. | | | | | | | | | | | | | | | |

| DEPT | Grade: | 9th | 10th | 11th | 12th | TOTAL | SBJ TOTAL | DEPT SEC (TOTAL) | SUBJ/DEPT AVG | REMAINING SECTION | LAST NAME | FIRST NAME | SECTIONS | |
|----------------------|----------------|-----|------|------|------|-------|-----------|------------------|---------------|----------------------------|---|------------|----------|---------------------------|
| WORLD LANGUAG | | | | | | | | 51 | 0.00 | TEACHERS ASSIGNMENT | | | | Credential |
| WL-ASL | Am Sgn Ln IP | 30 | 11 | 8 | 5 | 54 | 54 | | | | ASL | A | 6.00 | |
| WL-ASL | AM Sgn LnIIP | 28 | 12 | 8 | 6 | 54 | 54 | | | | | | | |
| WL-ASL | Am Sgn LngIIP | 0 | 16 | 16 | 6 | 38 | 38 | | | | | | | |
| WL-ASL | Am Sgn LngIVP | 0 | 10 | 7 | 2 | 19 | 19 | | | | | | | |
| WL-FRENCH | French I (P) | 33 | 13 | 13 | 3 | 62 | 62 | | | | French | A | 6.00 | French and Spanish Cred |
| WL-FRENCH | French II (P) | 37 | 14 | 11 | 3 | 65 | 65 | | | | French | B | 2.00 | |
| WL-FRENCH | French III (P) | 1 | 32 | 22 | 5 | 60 | 60 | | | | | | | |
| WL-FRENCH | French IV (P) | 0 | 24 | 12 | 6 | 42 | 42 | | | | | | | |
| WL-FRENCH | French V (P) | 0 | 0 | 7 | 7 | 14 | 14 | | | | | | | |
| WL-FRENCH | AP Fren Lang | 0 | 0 | 4 | 6 | 10 | 10 | | | | | | | |
| WL-JAPANESE | Japanese I P | 33 | 11 | 12 | 5 | 61 | 61 | | | | Japanese | A | 4.00 | Japanese and Spanish Cred |
| WL-JAPANESE | Japanese II P | 33 | 8 | 11 | 4 | 56 | 56 | | | | Japanese | B | 4.00 | |
| WL-JAPANESE | Japanese III P | 0 | 32 | 17 | 4 | 53 | 53 | | | | | | | |
| WL-JAPANESE | Japanese IVP | 0 | 28 | 13 | 3 | 44 | 44 | | | | | | | |
| WL-JAPANESE | Japanese V H | 0 | 1 | 8 | 4 | 13 | 13 | | | | | | | |
| WL-JAPANESE | AP Japanese L2 | 0 | 2 | 8 | 4 | 14 | 14 | | | | | | | |
| WL-SPAN | Spanish I (P) | 79 | 28 | 9 | 1 | 117 | 138 | | | | Spanish | A | 6.00 | |
| WL-SPAN | Spanish I (P) | 17 | 2 | 2 | 0 | 21 | | | | | Spanish | B | 6.00 | |
| WL-SPAN | Span II (P) | 80 | 29 | 8 | 4 | 121 | 254 | | | | Spanish | C | 6.00 | |
| WL-SPAN | Span II (P) | 86 | 31 | 15 | 1 | 133 | | | | | Spanish | D | 5.00 | |
| WL-SPAN | Span III (P) | 43 | 105 | 24 | 8 | 180 | 299 | | | | Spanish | E | 6.00 | |
| WL-SPAN | Span III (P) | 83 | 26 | 7 | 3 | 119 | | | | | | | | |
| WL-SPAN | Span IV (P) | 0 | 65 | 20 | 5 | 90 | 205 | | | | | | | |
| WL-SPAN | Span IV (P) | 31 | 64 | 14 | 6 | 115 | | | | | | | | |
| WL-SPAN | Span V (P) | 0 | 23 | 16 | 4 | 43 | 43 | | | | | | | |
| WL-SPAN | AP Span Lang | 0 | 15 | 19 | 9 | 43 | 43 | | | | | | | |
| WL-SPAN | AP Span Lit | 0 | 1 | 0 | 1 | 2 | 2 | | | | | | | |
| | | | | | | | | | | | Department Considerations: French V and Japanese V sections are small. You may choose to not run these sections and thus lower class sizes in the lower levels | | | |

Department Section Allocation
(example)

| DEPT | Grade: | 9th | 10th | 11th | 12th | TOTAL | SBJ TOTAL | DEPT SEC (TOTAL) | SUBJ/DEPT AVG | REMAINING SECTION | LAST NAME | FIRST NAME | SECTIONS | Credential |
|-------------|----------------|-----|------|------|------|-------|-----------|------------------|---------------|-------------------|--|------------|----------|------------|
| MATH | | | | | | | | 60 | 0.00 | | TEACHERS ASSIGNMENT | | | |
| MATH | Intro Alg | 8 | 0 | 0 | 1 | 9 | 14 | | | | Math | A | 6.00 | |
| MATH | Intro Alg | 4 | 1 | 0 | 0 | 5 | | | | | Math | B | 6.00 | |
| MATH | Algebra I P | 70 | 18 | 8 | 1 | 97 | 122 | | | | Math | C | 4.00 | |
| MATH | Algebra I P | 25 | 0 | 0 | 0 | 25 | | | | | Math | D | 6.00 | |
| MATH | Alg I (P) (YR) | 28 | 20 | 9 | 1 | 58 | 58 | | | | Math | E | 6.00 | |
| MATH | Geometry P | 97 | 82 | 27 | 3 | 209 | 313 | | | | Math | F | 6.00 | |
| MATH | Geometry P | 72 | 20 | 11 | 1 | 104 | | | | | Math | G | 6.00 | |
| MATH | Geometry HP | 68 | 8 | 0 | 0 | 76 | 92 | | | | Math | H | 6.00 | |
| MATH | Geometry HP | 16 | 0 | 0 | 0 | 16 | | | | | Math | I | 6.00 | |
| MATH | Algebra II P | 1 | 140 | 71 | 11 | 223 | 325 | | | | Math | J | 5.00 | |
| MATH | Algebra II P | 15 | 60 | 25 | 2 | 102 | | | | | Math | K | 3.00 | |
| MATH | Alg 2/Trg HP | 16 | 65 | 1 | 1 | 83 | 126 | | | | | | | |
| MATH | Alg 2/Trg HP | 25 | 17 | 1 | 0 | 43 | | | | | | | | |
| MATH | Pre Calc (P) | 0 | 14 | 129 | 28 | 171 | 263 | | | | Department Considerations: Math support classes should be kept smaller than gen ed math | | | |
| MATH | Pre Calc (P) | 1 | 20 | 54 | 17 | 92 | | | | | | | | |
| MATH | Pre Calc HP | 2 | 29 | 54 | 21 | 106 | 179 | | | | | | | |
| MATH | Pre Calcul HP | 6 | 19 | 31 | 17 | 73 | | | | | | | | |
| MATH | APCalc AB | 0 | 2 | 15 | 25 | 42 | 76 | | | | | | | |
| MATH | APCalc AB | 0 | 6 | 16 | 12 | 34 | | | | | | | | |
| MATH | APCalc BC | 0 | 0 | 9 | 5 | 14 | 48 | | | | | | | |
| MATH | APCalc BC | 1 | 9 | 13 | 11 | 34 | | | | | | | | |
| MATH | AP Statistic | 0 | 0 | 8 | 84 | 92 | 95 | | | | | | | |
| MATH | AP Statistic | 0 | 0 | 1 | 2 | 3 | | | | | | | | |
| MATH | Linear Algebra | 0 | 3 | 4 | 8 | 15 | 30 | | | | | | | |
| MATH | Calculus III | 0 | 3 | 3 | 9 | 15 | | | | | | | | |
| MATH | Discr Math P | 0 | 0 | 2 | 6 | 8 | 24 | | | | | | | |
| MATH | Discr Math P | 0 | 0 | 2 | 14 | 16 | | | | | | | | |
| MATH | Stat/Prob P | 0 | 0 | 4 | 24 | 28 | 51 | | | | | | | |
| MATH | Stat/Prob P | 0 | 0 | 7 | 16 | 23 | | | | | | | | |
| MATH | Math Support | 0 | 4 | 21 | 0 | 25 | 1 | | | | | | | |

Science Department Tentative Schedule
 [insert next school year]
 (4x4 Example)

| Teachers | Tchr A | B | C | D | E | F | G | H | I |
|----------|--------|----------|------|------|-----------------|------|---------|-----------------|--------------|
| 1st term | E/S | AP Bio | Life | Bio | Bio | Chem | H Chem | Chem | AP Physics C |
| | math | AP Bio | Bio | Bio | Bio | Chem | H Chem | Physics | Physics |
| | math | Bio | Bio | Bio | Bio | Chem | Chem | Physics | Physics |
| 2nd term | math | Ant/phys | Life | APES | Bio | Chem | AP Chem | Chem | AP Physics B |
| | E/S | Bio | Bio | APES | Bio | Chem | AP Chem | Chem or Physics | AP Physics B |
| | E/S | Bio | Bio | Bio | Bio or Biotech? | Chem | Chem | Physics | Physics |

English Department Tentative Schedule
 [insert next school year]
 (Block Schedule Example)

| Teachers | A | B | C | D | E | F | G |
|----------|--------|-------|-------|----------|-------|-----------|--------|
| | Eng 7H | Eng 8 | Eng 7 | Eng 8 | Eng 8 | Eng 8 | Eng 7H |
| | Eng 7H | Eng 8 | Eng 7 | Eng 8 | Eng 8 | Eng 8 | Eng 7H |
| | Eng 7H | Eng 8 | Eng 7 | Eng 8H | Eng 8 | Eng 8 | Eng 7 |
| | Drama | Eng 7 | Eng 7 | Eng 8H | Eng 8 | Spanish I | Eng 7 |
| | Drama | Eng 7 | ELD | READ 180 | Eng 8 | Spanish I | Eng 7 |

Math Department Tentative Schedule
 [insert next school year]
 (Block Schedule Example with Prep Periods)

| Teachers | Per. 1 | Per. 2 | Per. 3 | Per. 4 | Per. 5 | Per. 6 |
|----------|---------------|---------------|---------------|---------------|---------------|---------------|
| A | PA7 | PA7 | Shift PA | PA 7 | Prep | PA7 |
| B | Prep | Alg Readiness | Alg Readiness | Alg Honors | Alg Honors | Alg Honors |
| C | Alg | Prep | Alg | PA 7 | Alg | PA7 |
| D | Prep | Alg | Alg | Alg Readiness | Alg Readiness | Alg |
| E | Alg | Prep | PA7 | PA7 | AVID | PA7 |
| F | PA Honors | PA Honors | PA Honors | Alg | PA Honors | Prep |
| G | PA Essentials | PA Essentials | PA Essentials | ASB | Prep | PA Essentials |

Department Agenda
Master Scheduling – [insert year]
(SAMPLE)

Prior to meeting:

- Department chairs and counselors consult with principal to determine course offerings for upcoming school year.
- All staff will receive enrollment numbers by department and for individual courses
- Total sections will be allocated to departments based on the provisions of Article 6.02 #5 sec a – c
- Department chairs will share the formula and non-formula staffing allocations and the number of sections allocated for the department
- Department Chair will create a preliminary department master schedule
Department chair will schedule a mandatory department meeting. Note: this meeting must be done in-person.
- The purpose of the meeting is to have a collegial and thorough discussion that ultimately leads to the development of a department master schedule to be submitted to the principal.

Meeting Agenda

1. Establish meeting norms/guidelines
2. Review class enrollments and number of allocated sections
3. Review any credential limitations
4. Determine course allocation (NOTE: prior to meeting department chair creates a DRAFT of department schedule based on teachers' wish list)
5. Discuss any issues/concerns with course allocation
6. Vote by simple majority on tentative department master schedule
7. Complete the Department Master Schedule Meeting Form
NOTE: The tentative schedule is approved by simple majority. Each department member has the number of votes equal to his/her number of teaching sections. If department cannot reach agreement on a tentative master schedule then the principal will make the assignments within the 10% student load equity band as per contract. Any teacher who agrees to teach outside of the 10% equity band must sign acknowledging acceptance

Following Meeting

Department chair submits the following information to the principal immediately following the meeting:

- Completed Department Master Schedule Meeting form
- A TENTATIVE department master schedule

**Mandatory Department Master
Scheduling Meeting Form**

School: _____
Department: _____
Date: _____
of Sec allotted: _____

| Course | Enrollment | Sections | Average |
|--------|------------|----------|---------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

| Teacher (Print Name) | Teachers in Attendance (use a check) | Class Size Avg | # of Sections in Department |
|----------------------|---|-------------------|--------------------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Department Average
10% Factor - FROM _____ to _____

Include a rationale for any of the following conditions:

- Any teacher(s) who have agreed to teach outside the 10% Student Load Factor
- Significant difference in class sizes within the department (i.e. allotting more sections to courses with struggling students resulting in higher class sizes in honors/AP level courses)

Department Vote – The number of votes per teacher is equal to the number of teaching sections. Tentative schedule approved by simple majority. **NOTE**: The simple majority cannot approve a teacher teaching outside of the 10% student load factor without the teacher’s approval. The teachers approval is indicated by his/her signature below. If the department cannot reach an agreement the principal will determine the department schedule.

Tentative Master Schedule Vote

| | | |
|--------------------------|-----------|----------|
| # of Department Sections | Yes votes | No votes |
| _____ | _____ | _____ |

Teachers teaching outside of the 10% Student Load Factor

| | |
|---------|--|
| Teacher | Teacher Signature (indicates teacher approval) |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

NOTE TO DEPARTMENT CHAIRS: Please attach the approved tentative department master schedule to this form when you turn this in to the Principal.

Master Schedule Board
La Costa Canyon High School

FORM H

| Teacher: | Semester | | Sort Tech Name? | Skip Tech Aides? | Sec# | PD | BL | SM | DAYS | CRS-ID | Course Title | Room | Max | Total | Le | Delete Class | | Move Class | | List Class | | Help |
|-----------------|----------|----------|-----------------|------------------|------|----|----|----|------|--------|--------------------|------|-----|-------|---------------------|-----------------------|----------|------------|----------|------------|----------------|------|
| | Period 0 | Period 1 | | | | | | | | | | | | | | Period 2 | Period 3 | Period 4 | Period 5 | Period 6 | Period 7 | |
| 517 Alicea | | | | | | | | | | | Algebra II P/35 | | | | | Geometry P+1/35 | | | | | Math Sup/ELEC/ | |
| 307 Anderson | | | | | | | | | | | Pre Calcu HP/38 | | | | | Pre Calcu HP/34 | | | | | | |
| 310 Berend | | | | | | | | | | | Teacher Aide+1/32 | | | | | Eng 10 P+1/34 | | | | | | |
| 311 Bernal | | | | | | | | | | | | | | | | Eng Lang Dev III+1/13 | | | | | | |
| 313 Blumer | | | | | | | | | | | ROP ChildDevCar/30 | | | | | Art of Cook+1/29 | | | | | | |
| 314 Bowman | | | | | | | | | | | English 11 P+2/34 | | | | | English 11 P+2/34 | | | | | | |
| 454 Brice | | | | | | | | | | | Math Sup/ELEC/7 | | | | | Geometry P/29 | | | | | | |
| 315 Brown | | | | | | | | | | | Teacher Aide+1/43 | | | | | Football-T+1/39 | | | | | | |
| 316 Brubaker | | | | | | | | | | | AP Envir Sci/31 | | | | | Biolog I P/29 | | | | | | |
| 318 Butth | | | | | | | | | | | Comp Applic/30 | | | | | Football JV+1/54 | | | | | | |
| 321 Cameron | | | | | | | | | | | Biolog I P/33 | | | | | Biolog I P/29 | | | | | | |
| 324 Cassaw | | | | | | | | | | | AP World Hist/33 | | | | | AP Biology+1/35 | | | | | | |
| 494 Chadwick | | | | | | | | | | | English 10 HP+1/36 | | | | | English 9 P/34 | | | | | | |
| 467 Close, C | | | | | | | | | | | | | | | | Eng Lang Dev II/11 | | | | | | |
| 326 Close | | | | | | | | | | | Teacher Aide+1/34 | | | | | Algebra I P+2/38 | | | | | | |
| 514 Cocita | | | | | | | | | | | Eng 10 P/32 | | | | | English 9 P+1/29 | | | | | | |
| 327 Cunningham | | | | | | | | | | | AP Eng Lang/33 | | | | | Eng Lang Dev II/11 | | | | | | |
| 504 De La Parra | | | | | | | | | | | Span II (P)/29 | | | | | Spanish I (P)+1/34 | | | | | | |
| 333 deBoer | | | | | | | | | | | AP Eng Lit+1/37 | | | | | AP Eng Lit+1/32 | | | | | | |
| 499 Del Valle | | | | | | | | | | | Span II (P)+1/24 | | | | | | | | | | | |
| 334 Denyes | | | | | | | | | | | AP Govt/32 | | | | | Spanish I (P)/33 | | | | | | |
| 500 Detrich | | | | | | | | | | | ROP DigiPhoto/0 | | | | | AP US Hist/36 | | | | | | |
| 336 Digilullo | | | | | | | | | | | | | | | ROPScreen Prmt+1/29 | | | | | | | |
| 339 Dowe | | | | | | | | | | | Photo Tech I+1/31 | | | | | Socology P+1/31 | | | | | | |
| 461 Elliott | | | | | | | | | | | World Hist P/0 | | | | | World Hist P/33 | | | | | | |
| 340 Embree | | | | | | | | | | | Spanish I (P)/35 | | | | | ROP CAD/10 | | | | | | |
| 341 Emmerson | | | | | | | | | | | IntroEngDesign/37 | | | | | ROP DigiPhoto/14 | | | | | | |
| 502 Engelberg | | | | | | | | | | | English 9 P/36 | | | | | Work Exper+1/56 | | | | | | |
| 342 Etheridge | | | | | | | | | | | AP Chemistry/30 | | | | | Life Sci Funct+1/0 | | | | | | |
| 343 Fairchild | | | | | | | | | | | Eng Funct 9+4/13 | | | | | AP Psych+2/35 | | | | | | |
| 345 Farris | | | | | | | | | | | Surf PE+1/40 | | | | | Psychology P+2/35 | | | | | | |
| 346 Field | | | | | | | | | | | Physics P/34 | | | | | Physics P/33 | | | | | | |
| 347 Flores | | | | | | | | | | | Physical Ed+2/45 | | | | | AP Eng Lit/36 | | | | | | |
| | | | | | | | | | | | Physical Ed+1/57 | | | | | Fict/Film P/23 | | | | | | |
| | | | | | | | | | | | Physical Ed+1/55 | | | | | Physical Ed+1/54 | | | | | | |
| | | | | | | | | | | | Physical Ed+1/55 | | | | | Teacher Aide+1/0 | | | | | | |

Frequently Asked Questions

1. If I am in more than one department, how do I know if I am over the contract guidelines for student load equity?

For individuals in more than one department, a “weighted average” will be used. In other words, if you are over in one department and under in another, you may still be in compliance (see the following example). See your Principal, Department Chair or SDFB Building Representative for detail of this calculation.

Example:

| Course | Enrollment | Department Average |
|---------------|-------------------|---------------------------|
| English 7 | 36 | 32.5 |
| English 7 | 37 | 32.5 |
| English 7 | 36 | 32.5 |
| Spanish | 28 | 34.0 |
| Spanish | <u>24</u> | <u>34.0</u> |
| Total= | 161 | 165.5 |

Range (+/- 10% of weighted average) 149.0 - 182.0

Even though this individual is over in English, the weighted average for the entire schedule is within the 10% band as required by contract.

2. If I am in compliance after the second week, what happens for the rest of the semester/quarter/year/term?

If I start the year in compliance and fall out of compliance at some point in the year what happens? (possibly replace questions above)

The administration is expected to keep teachers in compliance throughout the semester/quarter. If a teacher believes his/her class load is out of compliance, he/she should consult with his/her principal, department chair and/or SDFB Building Representative regarding his/her concern.

3. What about attrition? What if my classes fall below the average?

The intent of this process is to keep overall student loads equitable within departments. A teacher's enrollment is not allowed to decrease below the average while other teachers' loads are increasing. Each teacher will maintain his/her average unless previously agreed upon by the entire department.

Are there any other reasons why my classes might be out of compliance?

For example, a student transfers in from another school, it is the legal responsibility of the district to place that student in classes similar to those in the previous school. If the student was in AP U.S. History in Fresno, he/she must be placed in the same class, if offered, in our district, even if that makes the individual teacher out of compliance with the class size article.

Other extenuating circumstances may occur that put a teacher out of compliance as mutually agreed to by SDF A and the District.

4. *How are teacher prep periods determined?*

Prep periods are determined by the needs of the master schedule. Developing the master schedule is a complicated process. A number of factors need to be considered in order to create a balanced schedule that meets the educational needs of all students and the contractual needs of all teachers. While teacher wish lists include the opportunity for teachers to identify their preferred prep period, the preferred prep period may not be possible due to master schedule considerations. A teacher's personal situation (e.g. child care or family issues) may not be considered when assigning prep periods.

APPENDIX I

Selection of Athletic Coaches

SDFA and the District agree to the following, in accordance with the CTA vs. Rialto California Supreme Court decision:

1. The District will determine selection criteria prior to advertising each athletic coaching position.
2. After the coaching position closes, the District will determine whether in-district applicants meet the criteria.
3. If one current unit member meets the criteria, that member will be selected to fill the position.
4. If more than one current unit member meets the criteria:
 - Those members will be interviewed by a panel composed of administrators, a teacher selected by SDFA, and a parent (whose child is not involved with the team with the coaching vacancy).
 - No outside applicants will be interviewed.
 - All panel members will be briefed regarding the importance of confidentiality and impartiality in the interview process. All panel members will affirm their confidentiality and impartiality prior to the interview.
5. If the District determines that an applicant who is a current unit member does not meet the selection criteria, a District representative will meet with him/her to provide a written explanation of the criteria that were not met.
6. If no unit members apply, or if none meet the selection criteria, the interview panel (as described in #4) will convene to interview the screened outside applicants.
7. When any coaching position includes a teaching position, and outside applicants are interviewed:
 - Department chairs (of all subjects that could potentially be taught by the finalists) will be invited to participate in subject-related questions in the coaching interview.
 - Department chairs will be invited to give input to the principal's selection decision.