

# **MASTER CONTRACT**

**Between**

**San Dieguito Faculty Association**

**and**

**San Dieguito Union High School District**

**Effective:**

**JULY 1, 2018**

**through**

**JUNE 30, 2021**

**AGREEMENT**  
**Between the**  
**San Dieguito Faculty Association**  
**and**  
**San Dieguito Union High School District**

San Dieguito Faculty Association

By Tim Stayer  
Tim Stayer, President

By: Duncan Brown  
Duncan Brown, Vice President

San Dieguito Union High School District

By Robert A. Haley  
Robert A. Haley, Ed.D., Superintendent

By Cindy Frazee  
Cindy Frazee, Associate Superintendent

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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 and bell schedules
- 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. Employee duties and responsibilities
- J. Impact of new curricular standards or instructional programs
- K. Organizational security
- L. District Rights
- M. Association Rights
- N. 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 San Dieguito Faculty Association. The District, with mutual agreement of SDFA, shall reach 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. READI Counselor
- E. Speech/Language Pathologist
- F. Assistive Technology Teacher
- G. Temporary Teacher
- H. Teacher on Special Assignment (TOSA)
- I. Summer School Teachers who hold certificated positions in the regular day school program
- J. Work Experience Teacher
- K. School Psychologist
- L. Social Worker

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. Director of PPS and Alternative Programs
- D. Director of School and Student Services
- E. Director of Accountability and Special Programs
- F. Program Supervisor – Special Education
- G. Coordinator of Special Education
- H. Coordinator of Student Support Services
- I. Principal
- J. 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, and per current district practice, 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 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 mutually agreed upon by SDFA, consistent with the current District-wide practices and the agreed upon length of the instructional day. SDFA and the District acknowledge that the working hours, and/or school day configuration, may vary at school sites in order to meet the need of current and future instructional needs. Any changes to the instructional program/bell schedule should be conducted by a mutually agreed upon process between SDFA and the District. Final approval of the outcome to be mutually agreed by SDFA and the District.
- D. When a principal/site is considering a change that could directly or indirectly affect the unit member work day, the site principal should take the following steps prior to initiating the action on the change:
  - 1. Review the contract with the Associate Superintendent of Human Resources.
  - 2. Meet with the SDFA Site 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. Staff development activities will be planned by the Site Principal with input from staff and the San Dieguito Faculty Association (SDFA) and approved by the District.
- F. 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. The scope of adjunct duties are consistent with the current District-wide practices and any change or addition will be made by mutual agreement of SDFA and the District.

- 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. When the District and SDFA agree that an emergency scheduling situation exists, a permanent unit member may be assigned to teach an additional section subject to the following:
  - 1. No unit member will be assigned without his/her agreement.
  - 2. The selection process shall be determined by mutual agreement of SDFA and the Associate Superintendent of Human Resources.
  - 3. The provisions of this section may be changed by mutual agreement of the District and the Association.
- J. The District shall participate in the Reduced Workload Program as provided in Education Code Section 22713. Due to escalating STRS and related costs, the district will no longer participate in the Reduced Workload Program and this provision will sunset as of June, 2017. The District and SDFA agree to allow those enrolled in the Reduced Workload Program by June, 2017 to continue per regulations.

Employees may request, and the County and STRS 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.

K. Online Learning Programs: If a site wishes to establish an Online Learning program, it must first be mutually approved by the District and SDFA. Continuation and expansion of any Online 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 Online Learning is being considered
  - Director of Technology
  - Associate Superintendent of Educational Services

2. Qualification of Candidates

- Advanced training or experience in technology
- Experience or advanced knowledge in Online 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 Online Learning courses will be evaluated and assigned on a yearly basis
  - The total number of sections at each site will be determined by the site and SDFA
  - The Online Learning assignment will be conducted at the school site
  - Student/teacher on-site contact time will be established by mutual agreement of SDFA and the District
- L. To meet the needs of the instructional master schedule, the District will make every effort to provide a balanced and equitable individual unit member schedule. No teacher will be required to teach outside of the regular school day.
- M. The unit member work year shall consist of a maximum of one hundred eighty-six (186) days.
- N. 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.
- O. Unit members shall be provided three (3) full days (of the total six in-service days) for individual school preparation. Dates of these preparation days will be determined by SDFA after consultation with the District.
- P. Unit members who use their own automobiles on District business shall be reimbursed for all such travel at the IRS allowable rate in effect. 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.

#### Q. Travel

The goal of the Board of Trustees is 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 approved out of District meetings and conferences.

Employees are expected to be good stewards of District funds. It is understood that food at conference 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

### **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

### **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 Automobiles 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.

### **Other Transportation**

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

## 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, at the unit member's request, provide 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, 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.

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.

All school sites will incorporate into their comprehensive school safety plan specific language that addresses unauthorized persons entering campus.

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 legal scope of their employment. Within the legal scope of employment, any school sponsored activity such as field trips, club sponsorships or other school sponsored extra-curricular activities which require student contact.

- E. If at any time 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.
- F. The unit members shall have the protection of all laws in the Education Code, Government Code and Labor Code that deal with safety of employees.
- G. The District shall reimburse a unit member 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 shall petition for reimbursement to a committee comprised of the Associate Superintendent of Business Services and SDFA and an agreement regarding the claim will be made upon mutual agreement.
  - 1. 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 \$1,000 for any unreimbursed deductible 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.
  - 4. The unit member may petition the Board for reimbursement beyond the stated limit.

**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. For the purpose of STRS retirement calculation, effective July 1, 2016, a day is defined as 6.25 hours. Prior to July 1, 2016, a day will be defined as 6.0 hours. 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

Unit members may utilize partial days, in the form of hours, for illness or injury leave in accordance with current District practice.

- 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 no longer employed by the district, and has used more illness or injury leave than was earned, the amount used but not earned shall be deducted from unit member's final pay warrant.
- e) 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. Differential pay shall be allowed for any single continuous illness or injury. 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 are required to report their absence in the SEMS system in advance of utilizing leave in order that arrangements may be made for the services needed.
- g) Upon request by the Associate Superintendent of 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 of Human Resources must be submitted. In the event unauthorized use of sick leave is indicated, verification may be required by the Associate Superintendent of Human Resources.

- h) Unit members returning to work from a long term absence may be required to present a doctor's release verifying medical permission to return to work.
- 2. The District shall make available to unit members a summary of accrued sick leave total.
- 3. 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.

#### **B. Donation of Leave for Catastrophic Illness**

- 1. In the event of a catastrophic illness or injury to a unit member, a sick leave bank may be established.
- 2. 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.
- 3. 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:
  - a) Must always maintain a balance of at least twenty (20) days sick leave.
  - b) May only donate up to five days of accumulated sick leave that are above the minimum balance of twenty (20) days of sick leave.
  - c) Must provide written notice to the District Office of the intent to transfer the accumulated sick leave days.
  - d) Must donate in one day increments up to a maximum of five (5) accumulated sick leave days.
  - e) 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 the unit member cannot 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.
- 4. The sick leave donation bank could go into effect after a unit member has exhausted all accrued sick leave and qualified for and utilized all differential leave first.

5. The unit member who is requesting a donation of leave for catastrophic illness:
  - a) Must request in writing to the Associate Superintendent of Human Resources that accumulated sick leave days be donated and the method of notification.
  - b) Must provide verification of the catastrophic illness or injury.
6. A District committee composed of two Association members and the Associate Superintendent of Human Resources will determine whether the unit member is eligible to receive the donated days.
7. 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.

#### **C. Personal Necessity Leave**

1. A unit member may use regular accumulated illness/injury leave 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 unit member person or property, or the person or property of a member of unit member's immediate family. In such cases, however, the unit member shall be expected to make every reasonable effort to comply with District provisions designed to secure substitutes.
5. Personal Necessity Leave shall not include items such as social obligations, recreational activities, 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.

#### **D. 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. A minimum of two (2) days advanced notice shall be required; such leave may not be used the first or last instructional day of the school year.
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:

<u>Site FTE</u>	<u>Maximum Number</u>
0 - 10	1
11 - 20	2
21 - 30	3
31 - 50	5
51 - 70	7
71 - 90	9
91 – 100+	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 the unit member is denied Personal Business Leave.

#### **E. Bereavement Leave**

A unit member shall be entitled to a maximum of six (6) days of absence with full pay in conjunction with the death of any member of the unit member's immediate family. 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, grandmother in-law, grandfather 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.

#### **F. 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 unit member 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.

#### **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:
  - Benefit to the Individual (0-20 points)
    - Professional Growth (0-10)
    - Personal Growth (0-10)
  - Benefit to Students (0-20 points) as follows:
    - Minimum disruption to classroom instruction (0-5 points)
    - Enrichment of the instructional program (0-15 points)
  - Benefit to the District (0-20 points) as follows:
    - Availability of replacement (0-5 points)
    - 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 Associate Superintendent of 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:
  - Associate Superintendent of Human Resources
  - Administrator appointed by the Superintendent

- 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.

- 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.
- After notification, successful applicants will have ten (10) working days to accept the sabbatical offer.
- 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

- 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)
- In the case of injury to or illness of the unit member during leave, which prevents the unit member from 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 the unit member 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.
- Applicants must furnish a bond or sign a contract to the service of the District for a period of time equal to twice that of the sabbatical leave.
- Compensation for unit members on sabbatical leave shall be one-half (1/2) of the salary which the unit member would have received had unit member remained in active service.
- 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 the unit member 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 in-service.

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 the unit member's position is vacant, the unit member will be returned.

If a unit member's position is not vacant, the unit member will be considered for other vacancies for which the unit member is qualified.

#### **H. Maternity Leave/Pregnancy Disability Leave**

1. Maternity leave will be provided in accordance with existing law and provisions of this article including the use of accumulated days of illness leave. Extended leave must be on the basis of a recognized medical doctor's statement. 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, the unit member 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 if the employee is not permanent.

#### **I. Parental Leave/ Baby Bonding Leave**

1. During each school year, a certificated employee may use his or her sick leave for purposes of parental leave for a period of up to 12 workweeks.
2. When an employee has exhausted all sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of parental leave pursuant to Section 12945.2 of the Government Code, the amount deducted from the salary due to her or him for any of the remaining portion of the 12-workweek period in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill her or his position during her or his absence or, if no substitute employee was employed, the amount that would have been paid to a substitute had she or he been employed.
3. For purposes of this provision the 12-workweek period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave.
4. An employee shall not be provided more than one 12-week period for parental leave during any 12-month period.
5. The minimum duration of this parental leave shall be two-week time periods, however, the District shall grant a request for parental leave of less than two weeks' duration on at least two occasions.
6. Parental leave taken pursuant to Education Code section 44977.5 shall run concurrently with parental leave taken pursuant to Government Code section 12945.2 of the Government Code. The aggregate amount of parental leave taken pursuant to Education Code section 44977.5 and Government Code section

12945.2 shall not exceed 12 workweeks in a 12-month period.

7. For purposes of this provision, "parental leave" means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.
8. The 12 workweeks of parental leave provided for under this Article must be taken within 12 months of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.
9. When an employee decides to utilize Parental Leave they should notify Human Resources as soon as possible.
10. Such leave shall not count as teaching experience toward tenure if the employee is not permanent.

**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 an unpaid leave of absence 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 (2) 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, or get another job/position.

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

**L. Fringe Benefits during Leave of Absence**

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.

**M. 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 unit member's term(s) in office, as provided by law.

**N. 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.

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 will receive District assistance in moving the unit member's materials upon request.

**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
  - Master Schedule Implications
  - Needs of the school (coaching, club sponsorship, department chair, etc.)
  - Performance evaluations
  - Special certificates/qualifications (EL Authorization, Bilingual, Special Ed., etc.)(criteria listed in alphabetical order)
2. A unit member may submit a request for transfer at a date to be agreed upon each year. The request must be made in writing to the Associate Superintendent of Human Resources.
3. 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 of 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 (above) and the needs of the District.
4. 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 of Human Resources.



## **B. Involuntary Transfer**

1. The Superintendent may transfer unit members to meet the needs of the District. When initiating an involuntary transfer, the Superintendent shall ensure:
  - a) If requested, 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 requested, the Superintendent or the Associate Superintendent of Human Resources will meet with the unit member prior to the transfer taking effect.
  - c) That the needs and efficient operation of the District will be met.
  - d) That the District maintains a well-balanced staff relative to training, experience, and background.
2. In the event that all job related criteria are equal, as determined by the Associate Superintendent of Human Resources, the decision shall be based upon length of service in the District (refer to A-1).
3. No involuntary transfer will be made for punitive or capricious reasons.
4. Staff hired on or before 1996, shall not be involuntarily transferred to San Dieguito High School Academy or Canyon Crest Academy.

- A. The Associate Superintendent of Human Resources shall establish each new school year's staffing formula allocations. The initial allocation will be based on the mutually-agreed upon District-SDFA new school year projections.

**The maximum overall site class averages are as follows:**

**High Schools - 38.4 Average**

**Middle Schools - 34.6 Average**

When establishing the new school year's staffing formula allocations, the District shall also consider any special instructional or individual school program needs and any effects such instructional or program needs may have on other class enrollments or the overall site average of any individual school.

The District shall exclude from staffing formula allocations any unit members classified as counselors, psychologists, speech language pathologists, teachers on special assignment (TOSA), or any other categorical or supplemental funded positions.

Once provided their site staffing formula allocations, principals will then, per the master schedule process in Article 6.02, allocate teaching sections to school site departments, based on a site's individual instructional priorities and programs. A site principal will attempt to meet a site's instructional needs; however, it is understood that each school site's overall departmental class size averages may vary due to a site principal's decision on how to best meet the site's master schedule instructional needs.

The District will, as funding allows, allocate additional teaching sections to individual school sites in a targeted class size reduction effort.

- A. The following procedures will establish the staffing for the instructional program. All ***“Forms”*** can be found in Appendix H:
1. Existing mutually agreed upon timelines (Middle School and High School) for Master Schedule development will be reviewed annually and adjusted to accommodate the school instructional calendar by the Associate Superintendent of Educational Services and designated SDFA representative(s). Any significant changes will be mutually agreed upon between the District and SDFA.
  2. Principal consults with department chairs and counselors and then determines which classes will be printed in the registration materials.
  3. Principal collects the Teacher Preference sheet (***Form A***) of courses, departments, rooms, prep periods, etc. from each teacher and distributes to chairs for their use in developing a tentative department schedule for discussion at the upcoming mandatory department meeting.
  4. Student registration/enrollment information is collected by the counseling office.
  5. Registration sign-ups by department for individual courses will be reviewed by the Principal and the Department Chair, with the understanding that courses with limited enrollment may be removed by the Principal. The 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***).
  6. After sites receive staffing allocations from Human Resources, the Principal will:
    - a) Distribute to all department chairs the formula and non-formula staffing allocations (***Form C***)
    - b) Provide the number of sections allocated for each department (***Form D – example***) based on the criteria cited below and create a preliminary master schedule based on course enrollment numbers and the need to have an equitable and balanced master schedule that will be approved by Human Resources. This initial template and original course tallies will be on file with the Human Resources Department. Department chairs will provide input to the Principal related to course placement. The preliminary master schedule will be provided to departments to determine tentative teaching schedules in the mandatory department meeting.

7. Sections will be allocated to departments based on the following criteria:

a) Course Considerations

- Required/Core Subjects
- Work station/facility capability
- Academic support courses for state and federal accountability (SBAC support, etc.)
- ELD/Sheltered
- Elective
- Pilot Program (approved by principal)
- Curriculum innovation/implementation
- AP/Honors

b) Student Considerations

- Special Education
- AP/Honors
- EL/Sheltered
- Academic Support

c) Teacher Considerations

- Credential(s) Held
- Number of teaching preparations
- Multi-site assignment
- Individual teacher request(s)
- Master schedule instructional needs

8. Prior to the mandatory department meetings, the Principal will share any credential concerns/limitations with each Department Chair. The Principal will develop a preliminary tentative teaching schedule with input from the Department Chair based on course enrollment numbers and the need to have an equitable and balanced master schedule of individual assignments (**Form E – example**) for discussion at the mandatory department meeting.

9. Department Chairs will conduct a mandatory department meeting (**Form F-Example**) to develop a tentative department schedule. After developing the tentative department schedule, the department will vote by simple majority and submit the approved tentative department 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 the department cannot reach agreement on a tentative department 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.

10. 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 is 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 of Human Resources.
11. 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 at least by email and preferably telephone. The teacher will then be given the new assignment and the rationale for the change.
12. Twice a year the Associate Superintendent of Human Resources will provide the SDFA President each school's Master Schedule which will include current class size enrollment. It will be provided on, or before the Wednesday after the last day of the school year and again by the end of first week of school.
13. 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.
14. 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.
15. Exceptions to formula staffing may include:
  - a) Special Education
  - b) ELD
  - c) Categorically-funded classes
  - d) Non-classroom teaching unit members
16. 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. Unit members shall be evaluated by their immediate supervisor or his/her administrative designee on a continuing basis.

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

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

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

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

Temporary and probationary unit members shall be evaluated every year.

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

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

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 unit member 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 unit member will be evaluated during the current school year; if notice is given after October 1, the unit member will be evaluated the following school year.

3. Assessment for all unit members 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 unit member'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 multiple emerging/unsatisfactory evaluations that come to the attention of the evaluator shall be followed by a conference within three (3) work days.
4. Additional procedures for temporary and probationary unit members' evaluations include:
  - a) **Planning Conference** (Observation Plan): meeting during which administrator and unit member discuss the focus of the formal observation.
  - b) **Post Conference** (ET-2, Lesson Reflection): meeting during which administrator and unit member 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 unit member by December 10<sup>th</sup> indicating overall progress based on observation and other relevant data. If a unit member "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 unit member, including specific praise and/or recommendations relating to particular areas, which may require improvement, shall be signed by the administrator and the unit member. 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 unit member's signature only acknowledges receipt of the document. The unit member may at any time attach a rebuttal to any

evaluation document. Whenever practicable, the administrator shall provide the evaluation documents prior to the evaluation conference.

6. Follow-up evaluation conferences between the administrator and unit member shall be conducted as often as deemed necessary by the evaluator. Any unit member may also request to meet with the evaluator regarding evaluation of performance and/or any required improvements pertaining to the unit member's evaluation. Modifications to the standards of evaluation may be discussed by any permanent unit member and the evaluator at any time that it is felt circumstances may affect the standards of the evaluation.
7. When a permanent unit member has difficulty or failure in achieving District 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 unit member to observe other classes or visit other schools. In 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 unit members who are recommended for dismissal shall be between the Associate Superintendent of Human Resources and the unit member. The unit member 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 unit member's confidential personnel file, which is maintained and supervised by the Associate Superintendent of Human Resources at the District Office.
10. Unit members shall not be required to evaluate their own performance. Should a unit member 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 a unit member's overall performance may not be placed in the unit member'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 unit member is notified about its existence and is given the opportunity to respond to said materials.

12. Administrators who draft and/or place material in a unit member's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file. The unit member must sign only acknowledging receipt and the unit member may attach a rebuttal.
13. A unit member shall be permitted to examine and/or obtain copies of materials in such unit member's personnel file. Upon written authorization said rights shall be granted to a unit member's representative. An appointment must be made with the Associate Superintendent of Human Resources prior to a unit member examining his/her personnel file.
14. The District shall maintain the unit member's official personnel files only at the District Office.
15. Whenever a written complaint is made by a citizen or parent about a unit member, that may be used to evaluate a unit member's overall performance, it shall be reported to the unit member by the administration with a copy provided to the unit member.

#### **C. Summer School Evaluation**

1. This section refers to the formal evaluations of unit members teaching summer school who are certificated unit members during the regular school year.
2. Unit members teaching summer school shall be observed and evaluated by their immediate supervisor or his/her designee. Each unit member shall be observed and evaluated at least once during the summer session unless the unit member has permanent status, and was satisfactorily observed and evaluated the previous summer of employment.
3. Summer school evaluations shall only reflect performance as it relates to summer school employment. Summer school observations and evaluations shall not be used in any way to affect regular school year employment for permanent unit members. Summer school observations and evaluations shall be filed in the unit member's personnel file.

4. The evaluation procedure for summer school employment shall be as follows:
- a) The summer school principal shall present observation and evaluation information to all unit members at the orientation meeting prior to the start of summer school. If a unit member is hired after or cannot attend this meeting, the principal shall meet with this unit member individually to discuss the observation/evaluation information.
  - b) 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 unit member's paid workday. The unit member may be accompanied by a representative of his/her choice if he/she so desires.
  - c) All written summer school evaluation reports shall be signed by the evaluator and the unit member. The unit member's signature only acknowledges receipt of the document.
  - d) Observations/evaluations shall focus on job descriptions as stated in board policy and administrative regulations.
  - e) 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 unit member 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.
  - f) A final conference shall be held for those unit members who may not be rehired for subsequent summer school sessions due to an unsatisfactory summer school observation and evaluation.

- g) If no unsatisfactory performance is noted on the observation and evaluation form, this form shall serve as the final summer school observation and evaluation.

#### **D. Alternative Evaluation**

The alternative evaluation is an option which a unit member may choose for the evaluation process in lieu of a traditional evaluation. This option provides an opportunity for the unit member 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 and have gained permanent status.
2. Participation in the program is voluntary.
3. There will be no limit placed on the number of participants at each site.
4. Unit members must receive prior approval from the supervising administrator in order to participate in the evaluation option.
5. The unit member may be requested to be videotaped in class to serve as a model for new teachers.

#### **E. Non Classroom Certificated**

Non-classroom based members will be evaluated utilizing the appropriate non-classroom certificated evaluation form.

#### **F. Extra/Co-curricular Evaluations**

1. Unit members who fill extra/co-curricular positions shall be evaluated annually at the end of the coaching season or assignment.
2. A written final evaluation shall be provided to the unit member and placed in his/her personnel file.
3. The principal or designee may require an unscheduled evaluation of the unit member 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 unit member of his/her performance and shall identify any/all areas, which necessitate improvement.
5. If a unit member fails to make satisfactory progress, he/she may be removed from that extra/co-curricular position. In such a case, the principal will inform the unit member in writing as soon as possible.
6. If a unit member receives a final satisfactory evaluation without areas of recommended improvement, he/she shall be reemployed in that same position for the next season/assignment. If an evaluation is not conducted by the administration, the unit member's performance is considered satisfactory, and he/she shall be reemployed in that same position for next season/assignment.
7. Serious or inappropriate conduct may result in immediate termination from the extra/co-curricular position.
8. All extra/co-curricular positions exist subject to budget considerations and student participation and a result may be that some positions are not staffed.
9. Hiring criteria are separate from evaluation criteria.

## **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 the losing party is, 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.

**A. Salary Schedule**

Effective July 1, 2018 there will be a 1% increase to all current salary schedules. See Appendix A for salary schedule language. Payment of the retroactive increase will be applied by mutual agreement of the District and SDFA. The application of this corresponding raise will increase to all stipends, hourly rates and other financial items within this master contract and retroactive to July 1, 2018.

*In May of 2019, and then subsequently, in May of 2020 the District and SDFA shall review the certificated salary schedule as it applies to the following benchmark:*

*The salary schedule benchmark for purposes of comparison shall be the certificated salary schedules of our comparison band of San Diego County public school districts at the MA after/or as close to, 13 years of service, as possible. The District shall calculate the minimum percentage (1%) increase necessary to ensure that the SDUHSD's certificated schedule maintains its number one ranking at this benchmark and the District shall apply such percentage (1%) increments necessary to the entire salary schedule retroactive to July 1 of the school year being reviewed.*

**B. Extra-Curricular Supervision**

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

**C. 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.

Working hours to be established by mutual agreement of the District and SDFA. (always to include an additional one hour of paid prep time))



**A. Health Care**

Beginning January 1, 2016 for the purpose of providing health benefits, unit members in a paid status of half-time or more shall receive a District health care credit and shall purchase health plan coverage. Employees less than full-time, shall receive a prorated credit.

1. The Associate Superintendent of Human Resources and the SDFA president will each appoint two (2) additional committee members to serve with them on the District Health Care Committee.
2. The District Health Care Committee will make decisions by mutual agreement.
3. The purview of this committee include, but not limited to:
  - a) The District Health Care Committee recommends health insurance plans for mutual District and SDFA approval.
  - b) The District health credit process and credit escalator is established per mutual agreement of the District Health Care Committee.
  - c) The District Health Care Committee will meet no later than October 15th of each school year in order to review and determine by mutual agreement the final escalator to be used for the new plan/calendar year.

**B. Health Care Credit:**

1. Beginning January 1, 2019 the District health care credit will be \$316.24 tenthly.
2. The District will provide an escalator to the health care credit for the 2019-2020, 2020-2021 school years.
3. The parties agree that the minimum escalator will be based on several factors, but the base, minimum escalator will be the lowest of actual dollar increase of the premium for the employee only coverage of the District HMO plans.
4. Additional factors that the Committee will consider are the rate increases to the District health care plans and the District's financial resources, but under no circumstances shall the escalator be less than the base/minimum described above.
5. Participants in the Health Insurance Waiver Option will receive a district waiver credit equal to the district health care credit.
6. Part-time employees who work less than .50 FTE will receive a prorated health care credit should they choose to enroll in medical benefits.

An example of the base/minimum escalator:

- HMO A increases \$100.00
- HMO B increases \$125.00
- HMO C increases \$150.00

In this example, the District would increase the District health care credit by \$100.00 from \$2,000.00 to \$2,100.00, but again, the base escalator is a minimum example with, as described above, the District Health Care Committee making the final determination on any escalator to be used.

**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 Waiver 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 by mutual agreement of the District and SDFA, it is determined that the "opt out" negatively impacts the insurance rates for the unit, or if District insurance providers withdraw permission for this "opt out" option. No more than an approximate 15% of each year's certificated unit members, not to exceed 100 total members, may participate, with any exceptions made by mutual agreement of SDFA and the District.

Interested unit members must:

1. Sign the Declination of Medical Coverage from each year and attach proof of other employer sponsored group 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. Any unit member who becomes ineligible for benefits for any reason shall become ineligible for the waiver and placed on the waiver waiting list upon their return to work.
4. In selecting this option, unit members waive District medical coverage and pay an amount at least half (as determined by SDFA) of the least expensive HMO premium tenths to a District holding account. The District will deposit these funds into the holding account each month of a school year, as they become available.
  - a) Funds collected from the insurance waiver and placed in a District holding account-currently agreed to as a District account at the County treasury-will be divided by the District with SDFA: 30% to District and 70% to SDFA.
  - b) The SDFA portion of the funds will be distributed as determined by SDFA with input from the District.

**ARTICLE 11.01        RETIREMENT**

**A. Retirement with Medical**

1. 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 unit members during the year of retirement.
2. The retired unit member may opt to purchase the district's dental plan.
3. "Years of Service" shall be years of certificated experience in this District.
4. 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 adopted California State Standards. 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 the adopted California State Standards.
  - 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 engaging in certificated duties.
- D. Unit members shall adhere to curriculum established by the District and the adopted California State Standards.

**ARTICLE 13.01****ASSOCIATION RIGHTS**

- A. The SDFA 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 SDFA President. SDFA has the option of paying for up to twenty (20) additional days for use by unit members for SDFA business. Such days shall be reimbursed at the current substitute rate. When possible, the SDFA 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 SDFA President with a work schedule, which includes one full release period to attend to SDFA business.
- D. SDFA has the option to pay for up to four (4) additional release periods for the SDFA President or other unit members. SDFA 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 SDFA and the District.
- E. By February 15 for first semester and by June 15 for second semester, SDFA 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 SDFA may opt to utilize a substitute for the SDFA President, 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, SDFA 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 and mutually agree with SDFA on the composition and process of this committee.
- H. When a school-wide election involving unit members is to take place, the site representative and the site principal shall mutually determine the procedures for the election.
- I. SDFA 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 SDFA.
- J. Not later than November 1, the Board shall furnish SDFA with the placement of

personnel on the respective salary schedules as of October 1.

K. New Employee Orientations (Government Code §§ 3555-3559)

1. The District shall provide the Association with access to scheduled group orientation meetings for new employees and shall provide the Association President at least 10 days' advance notice of a group orientation meetings, except that shorter notice may be provided when there is an urgent need critical to the District's operations that was not reasonably foreseeable.
2. If the District determines to conduct group orientation meetings for new employees, they shall be scheduled at the discretion of the District and shall be scheduled outside the regular workday of certificated employees.
3. The Association shall be granted thirty (30) minutes of uninterrupted time at the end of a group orientation meeting to communicate with new employees hired to fill bargaining unit positions. Non-bargaining unit District employees or managers/supervisors shall not be present during this thirty (30) minute time period, unless the SDFA President has invited them to attend. New employees may elect not to attend the presentation with the Association.

L. Employee Contact Information (Government Code §§ 3555-3559)

1. The District shall provide the Association with the following information in electronic editable format for all newly hired employees within 30 days of the date of hire, and shall provide the Association with this same information for all teachers in the bargaining unit twice annually on September 30 and February 28:
  - a) Name
  - b) Job Title/Classification
  - c) Department
  - d) Work location/site
  - e) Work telephone number
  - f) Home address
  - g) Home phone number on file with the District
  - h) Personal mobile telephone number on file with the District
  - i) Personal email address on file with the District
2. The District will not disclose the personal contact information (items 6 through 9, above) of any teacher who has elected in writing not to have their personal contact information shared with the Association.

## **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 extent 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 SDFA, or who has applied for membership, may sign and deliver to SDFA an assignment authorizing deduction of unified membership dues. Effective June 27, 2018, SDFA certifies that it has and will maintain individual employee authorizations and shall not be required to submit to the Board copies of employee written authorizations in order for the payroll deductions described in Paragraph B to be effective. SDFA shall only be required to provide the District with an employee's written authorization if a dispute arises about the existence or terms of such written authorization. In the event such a dispute arises, SDFA agrees to immediately provide the District with a copy of any disputed written authorization.
- B. Upon request the District will provide SDFA with a list of employees in the District's possession who have written authorizations on file authorizing union dues deduction under this Article. By September 10 of each year, SDFA shall provide the District with a current list of employees who have written authorizations on file authorizing union dues deduction under this Article. Consistent with Education Code section 45060, the Board shall rely on the information provided by SDFA to deduct one-tenth (1/10) of dues from the regular salary check of the employee each month for ten (10) months. For employees 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.
- C. The Board shall honor the terms of the employee's written authorization for payroll deductions. Employee requests to cancel or change authorization for payroll deductions for dues shall be directed to SDFA rather than to the Board. SDFA shall be responsible for processing these requests. All employees making such requests will complete a formal process that begins with submitting the request in writing to SDFA. Once the employee has completed the process, SDFA has 15 days to notify the District. The Board shall rely on the information provided by SDFA regarding whether deductions for dues were properly cancelled or changed.
- D. With respect to sums deducted by the Board pursuant to the information provided by SDFA, the Board agrees to remit promptly such monies to CTA Membership Processing, accompanied by an alphabetical list of employees for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.
- E. Upon appropriate written authorization from any employee, the Board shall deduct from the salary of the employee and make appropriate remittance for credit union, savings bonds, political action committees, or any other plan or program approved by the  
Board.
- F. SDFA agrees to furnish any information needed by the District to fulfill the provisions of this Article.

- G. SDFA shall be responsible for notifying the District of any new, changed, or cancelled written authorizations and the District shall implement any such changes within fifteen (15) days of receiving written notice from SDFA. In the event SDFA does not give the District sufficient notice (As outlined in 15.01 (C)) to cancel an employee's dues deduction for the next regular salary check, SDFA shall be responsible for directly reimbursing the employee for any portion of the dues deduction that should not have been made.

#### **H. Religious Objections**

1. Any employee who is a member of a religious body whose traditional tenet 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.

#### **I. Indemnification**

1. SDFA 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, including any and all claims made by employees against the District arising out of or in any way related to dues deductions made by the District pursuant to this Article.
2. SDFA shall have the exclusive right to decide and determine whether any such action or proceedings referred to in the above paragraph shall or shall not be compromised, resisted, defended, tried, or appealed.

**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. The role of the Department Chair is to serve and support the needs of department colleagues and to represent the department in school wide department chair meetings.

1. Department chairpersons shall be elected for the following departments: Applied Technology (HS), Business, English, World Language, Guidance, Home Economics (HS), Mathematics, Physical Education, Electives (MS), Science, Social Science, Special Education, and Visual/Performing Arts. A department must have six (6) sections or more in order to be eligible for a chair and a stipend.
2. Excluded from this election procedure are: Sunset High School and Teachers on Special Assignment (ToSA) who are released from the classroom on a full time basis.
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 SDFA.
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 at the time of the election. Teachers who are scheduled to teach in that department in the future, but who are not teaching in the department at the time of the election are not eligible to vote in the election. Itinerant personnel will vote with the department at the site to which they are assigned that school year.

If a sitting Department Chair resigns the position, an election to select a new Chair will be held as soon as possible. If a sitting Department Chair no longer teaches in the department due to schedule changes, he or she is ineligible to continue as Chair and an election will be held as soon as possible to elect a new Chair.

5. Department chairpersons shall be compensated according to the following schedule:

<u>Number of Sections</u>	<u>Annual Stipend</u>
6 - 10	\$1,200.00
11+	\$1,200.00 + \$39.50/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.
  - c) If a sitting Department Coordinator resigns the position, an election to select a new Chair will be held as soon as possible.
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 instructional 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 of Educational Services and the principal professional development 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 \$1,610.00 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 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, the Superintendent or designee, and a representative from SDFA.

1. The duties of the Coordinating Council shall include:
  - a) Coordinate District-wide curricula offerings.
  - b) Make recommendations for professional development 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/COURSES**

- A. The District acknowledges that individual school sites may wish to pilot new programs, courses, and other innovative projects.
- B. Individual school sites may apply to pilot a new program on campus in accordance with the SDUHSD Site Pilot Application, providing that it does not violate either Board policy or provisions of the Master Contract.
- C. Pilot programs or courses must meet approval of both the Principal and the Associate Superintendent of Educational Services prior to implementation.
- D. The Principal of the school will work with site staff to evaluate the pilot program. Together, the Principal and staff 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 approval of 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 District Student Services Office by January 1 of the year preceding the desired enrollment. As long as a District school is not closed or impacted, nor are any students of district residents denied enrollment, children of unit members whose legal residence is outside the boundaries of the SDUHSD shall be allowed to enroll in that district school.

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.

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:
  - Provide assistance & guidance to an assigned caseload of beginning teachers
  - Provide a pre-school in-service for new certificated employees
  - 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
  - Conduct scheduled mandated professional development seminars
  - Participate in BTSA Support Provider training
  - 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 SDFA 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**

Interns may be hired through an accredited university internship program with mutual approval of the District and SDFA. Interns will only be utilized for hard to fill positions.

- A. For open positions, the District will first interview and consider 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:
  - Other exceptions made by mutual agreement of the District and SDFA
- B. A Full Time Equivalent salary will be Range I, Step 1, to be paid at the regular pay cycle.
- C. In order to be considered for employment the year following internship, interns will participate in the District's interview process.
- D. The District and SDFA will monitor the progress of the program.

- 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. SDFA 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. SDFA 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 SDFA, SDFA 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 SDFA and the District, during the term of this Agreement, SDFA and the 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 SDFA 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. To meet the needs identified by the District, and as designated by the Associate Superintendent of Human Resources, unit members shall be placed on the 196-day salary schedule.



## **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. For the 2019-2020 and 2020-2021 school years the parties agree to open negotiations for Article 9.01 Wages and Article 10.01 Fringe Benefits. Except as otherwise agreed by both parties hereto, meet and negotiation sessions to amend, modify or change this Agreement, other than Article 9.01 Wages and Article 10.01 Fringe Benefits for subsequent terms shall not commence until after, April 1, 2021. The term of this agreement shall commence on July 1, 2018 and shall end on June 30, 2021.

# SAN DIEGUITO UNION HIGH SCHOOL DISTRICT CERTIFICATED SALARY SCHEDULE

4141 Attachment

**SCHEDULE A – 186-Day Work Year****2018-19 School Year****Schedule Effective: 7/01/2018 (+1.0%)**

Step	Range 1	Range 2	Range 3	Range 4	Range 5	Range 6	Range 10	Range 7	Range 8	Range 9
	<i>BA Only</i>	<i>BA +15 Sem Units</i>	<i>BA +30 Sem Units</i>	<i>BA +45 Sem Units</i>	<i>BA +60 Sem Units (Hired prior to 10/1/76)</i>	<i>BA +75 Sem Units (Hired prior to 10/1/76)</i>	<i>BA + 30 Sem Units w/ Masters \$2,178 Stipend Included</i>	<i>BA + 45 Sem Units w/ Masters \$2,178 Stipend Included</i>	<i>BA + 60 Sem Units w/ Masters \$2,178 Stipend Included</i>	<i>BA + 75 Sem Units w/ Masters \$2,178 Stipend Included</i>
1	62,374	66,274	70,164	74,066	77,970	81,865	72,340	76,244	80,148	84,042
2	65,308	69,190	73,094	77,003	80,890	84,795	75,271	79,181	83,067	86,971
3	68,227	72,127	76,019	79,923	83,821	87,706	78,196	82,100	85,997	89,883
4	71,158	75,043	78,950	82,846	86,740	90,640	81,127	85,024	88,917	92,817
5	74,070	77,973	81,882	85,770	89,678	93,569	84,058	87,948	91,854	95,747
6	77,010	80,898	84,800	88,704	92,599	96,489	86,975	90,882	94,776	98,667
7		83,826	87,725	91,619	95,529	99,406	89,901	93,796	97,705	101,583
8			93,063	96,954	100,845	104,736	95,241	99,132	103,023	106,914
9				97,485	101,376	105,267		99,663	103,553	107,435
10				100,409	104,305	108,186		102,586	106,482	110,363
11				103,338	107,232	111,130		105,516	109,409	113,307

Effective July 1, 2018, an additional increment of \$2,878 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	Range 1	Range 2	Range 3	Range 4	Range 5	Range 6	Range 10	Range 7	Range 8	Range 9
<u>After 13 years of Service Credit in SDUHSD</u>	79,888	86,702	95,941	106,215	110,108	114,008	98,117	108,392	112,286	116,183
<u>After 17 years of Service Credit in SDUHSD</u>	82,764	89,579	98,817	109,091	112,986	116,884	100,994	111,269	115,162	119,060
<u>After 21 years of Service Credit in SDUHSD</u>	85,641	92,455	101,694	111,969	115,862	119,761	103,871	114,145	118,039	121,937
<u>After 25 years of Service Credit in SDUHSD</u>	88,517	95,333	104,570	114,845	118,739	122,637	106,748	117,022	120,916	124,814
<u>After 29 years of Service Credit in SDUHSD</u>	91,394	98,209	107,447	117,722	121,615	125,514	109,624	119,899	123,793	127,690

Master's Degree Value:	\$ 2,178	(included in salary figures listed in first chart above in Ranges 7, 8, 9, & 10)
Doctorate Degree + MA Degree:	<u>Additional Stipend</u>	\$ 2,178
Doctorate Degree <u>without</u> MA Degree:	<u>Additional Stipend</u>	\$ 4,354
Education Specialist Degree:	<u>Additional Stipend</u>	\$ 1,091
Longevity Increments:	\$ 2,878	(each increment is included in salary figures listed in Longevity chart above in Ranges 1 – 10)
Hourly (Curriculum Related):	\$ 39.47	
Hourly (Non-Curriculum Related):	\$ 34.67	

A.01-1



# SAN DIEGUITO UNION HIGH SCHOOL DISTRICT CERTIFICATED SALARY SCHEDULE

4141 Attachment

**SCHEDULE B – 196-Work Day Year****2018-19 School Year****Schedule Effective: 7/01/2018 (+1.0%)**

Step	Range 1 <i>BA Only</i>	Range 2 <i>BA +15 Sem Units</i>	Range 3 <i>BA +30 Sem Units</i>	Range 4 <i>BA +45 Sem Units</i>	Range 5 <i>BA +60 Sem Units (Hired prior to 10/01/197 6)</i>	Range 6 <i>BA +75 Sem Units (Hired prior to 10/01/197 6)</i>	Range 10 <i>BA + 30 Sem Units w/ Masters \$2,178 Stipend Included</i>	Range 7 <i>BA + 45 Sem Units w/ Masters \$2,178 Stipend Included</i>	Range 8 <i>BA + 60 Sem Units w/ Masters \$2,178 Stipend Included</i>	Range 9 <i>BA + 75 Sem Units w/ Masters \$2,178 Stipend Included</i>
1	64,995	69,104	73,204	77,316	81,429	85,533	75,380	79,493	83,607	87,710
2	68,085	72,178	76,291	80,411	84,507	88,620	78,469	82,589	86,684	90,797
3	71,163	75,272	79,375	83,488	87,594	91,689	81,552	85,665	89,772	93,865
4	74,249	78,345	82,461	86,568	90,672	94,781	84,639	88,745	92,848	96,959
5	77,321	81,432	85,551	89,650	93,766	97,867	87,729	91,826	95,944	100,045
6	80,418	84,516	88,626	92,741	96,845	100,944	90,803	94,919	99,022	103,122
7	-	87,601	91,709	95,813	99,931	104,018	93,885	97,990	102,109	106,195
8	-	-	97,334	98,904	103,017	107,117	99,511	101,082	105,195	109,293
9	-	-	-	101,994	106,093	110,185	-	104,171	108,270	112,361
10	-	-	-	105,075	109,180	113,269	-	107,251	111,358	115,447
11	-	-	-	108,162	112,265	116,372	-	110,339	114,442	118,550

Effective July 1, 2018, an additional increment of \$2,878 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	Range 1	Range 2	Range 3	Range 4	Range 5	Range 6	Range 10	Range 7	Range 8	Range 9
After 13 years of Service Credit in SDUHSD	83,295	90,478	100,211	111,038	115,141	119,249	102,388	113,216	117,319	121,426
After 17 years of Service Credit in SDUHSD	86,171	93,354	103,088	113,915	118,017	122,126	105,265	116,092	120,195	124,303
After 21 years of Service Credit in SDUHSD	89,049	96,231	105,964	116,791	120,895	125,003	108,142	118,969	123,072	127,179
After 25 years of Service Credit in SDUHSD	91,925	99,107	108,841	119,668	123,771	127,879	111,018	121,845	125,948	130,057
After 29 years of Service Credit in SDUHSD	94,802	101,984	111,717	122,545	126,648	130,756	113,895	124,722	128,826	132,933

Master's Degree Value:

Doctorate Degree + MA Degree:

Doctorate Degree without MA Degree:

Education Specialist Degree:

Longevity Increments:

Hourly (Curriculum Related):

Hourly (Non-Curriculum Related):

Additional StipendAdditional StipendAdditional Stipend

\$ 2,178 (included in salary figures listed in first chart above in Ranges 7, 8, 9, &amp; 10)

\$ 2,178

\$ 4,354

\$ 1,091

\$ 2,878 (each increment is included in salary figures listed in Longevity chart above in Ranges 1 – 10)

\$ 39.47

\$ 34.67

A.01-2

San Dieguito Union High School District

Policy Adopted: May 21, 1998

Policy Revised: November 8, 2007

Policy Revised: March 6, 2014

Policy Revised: December 17, 2015

Policy Revised: December 14, 2017

Policy Revised: March 7, 2019

Page 2 of 5

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.
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 \$2,178 per year effective July 1, 2018. Holders of a doctorate from a W.A.S.C. or equivalent accredited institution shall receive an additional \$2,178 per year effective July 1, 2018. Holders of an Education Specialist degree shall receive an additional \$1,091 per year effective July 1, 2018. 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 \$4,354 per year effective July 1, 2018. 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.

A.01-3



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 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. Salary schedule credit shall not be made retroactive for courses or workshops completed prior to June 30, 1993. 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.

A.01-4

- 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, 2018, an additional increment of \$2,878, 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 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 \$39.47 per hour effective July 1, 2018.
- D. The rate of pay for non-curriculum work shall be \$34.67 per hour effective July 1, 2018.

A.01-5



**EXTRA-CURRICULAR SALARIES**

(Effective July 1, 2018, +1.0%)

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) Music Director** Speech & Debate** Academic Competitions; Robotics** Conservatory Coordinator (CCA only) Cheer; Dance
Class II	Varsity Assistant Coaches (Athletics) (MS) Activities Director

Class III	All other Assistant Athletic Coaches, including JV and Frosh Head Coaches (MS) Yearbook (without a regular class) (HS) Yearbook (without a regular class) Cheer Assistant
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
Class VI	(MS) Non-Athletic Assistant Educational Technology Assistants

\* 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)	4,701	4,465	3,996	3,524	3,058	2,585	2,115	1,644
Step 2 (5-7 years)	5,168	4,889	4,443	3,858	3,361	2,842	2,403	1,811
Step 3 (8-10 years)	5,642	5,312	4,827	4,173	3,667	3,269	2,723	2,160
Step 4 (11-19 years)	5,991	5,737	5,205	4,493	3,974	3,582	3,165	2,463
Step 5 (20+ years)	6,410	6,161	5,586	4,793	4,280	3,858	3,439	2,565

**PLACEMENT ON THE STIPEND SCHEDULE**

1. Placement shall be based on years of experience paid via District payroll in each separate extra-curricular assignment (sport or activity) for years of 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 paid 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 for week one playoffs and 5% for week two. No additional bonus beyond week 2 of playoffs.
5. San Dieguito Union High School District employees will receive a \$500.00 signing bonus.
6. Any requests for stipends not approved on the list above require an application be submitted to Human Resources for approval. Human Resources and SDFA must mutually agree.
7. San Dieguito Union High School District certificated employees will receive one-time bonus at each anniversary step as follows: Step 1-2= \$200, Step 2-3= \$300, Step 3-4 = \$400, Step 4-5= \$500.

B.01-1

## APPENDIX C

### Extra-Curricular Supervision Schedule

Announcer	\$ 50.00
Booth Control	\$ 75.00
Cash Control (short event)	\$ 50.00
Cash Control (long event)	\$ 75.00
Chain Gang (each)	\$ 50.00
Concession Helper (short event)	\$ 30.00
Concession Helper (long event)	\$ 50.00
Concession Supervisor (short event)	\$ 75.00
Concession Supervisor (long event)	\$100.00
Parking Lot Attendant (long event)	\$ 75.00
Proctor (SAT/ACT)	\$125.00
Score Keeper	\$ 50.00
Event Worker (short event)*	\$ 50.00
Event Worker (long event)*	\$ 75.00
Ticket Taker/Seller (short event)	\$ 50.00
Ticket Taker/Seller (long event)	\$ 75.00
Timer	\$ 50.00
Clerk of the Course (Track Meet)	\$ 75.00
Event Judge (Track Meet)	\$ 75.00

**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 thirty dollars (\$30.00).

\*chaperoning/supervising dances and athletic events



## **APPENDIX D: Master Schedule Development Forms**

### **Forms**

<b>A</b>	<b>Teacher Preference List.....</b>	<b>D.01.2</b>
<b>B</b>	<b>Course Request Tally.....</b>	<b>D.01-3</b>
<b>C</b>	<b>Tentative Staffing List.....</b>	<b>D.01-4</b>
<b>D</b>	<b>Master Schedule Development.....</b>	<b>D.01-6</b>
<b>E</b>	<b>Department Sample Agenda.....</b>	<b>D.01-8</b>
<b>F</b>	<b>Department Master Schedule.....</b>	<b>D.01-9</b>
<b>G</b>	<b>Department Master Schedule Meeting.....</b>	<b>D.01-10</b>
<b>H</b>	<b>Master Schedule Board.....</b>	<b>D.01-12</b>
	<b>Frequently Asked Questions.....</b>	<b>D.01-13</b>

# SDUHSD Teacher Preference 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.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

**CIRCLE or BOLD** any of the following you are interested in teaching (*this section can be customized by site based on site needs*):

Teamed Classes      ELD

Honors Classes      AP Classes

AVID

Are you interested or available in teaching a "0" or 5<sup>th</sup>/7<sup>th</sup> period?

☐ Y

☐ N

Which period do you prefer to have your prep?

1<sup>st</sup> choice:

\_\_\_\_\_

List three different choices.

(Prep periods will be assigned as they best meet the needs of the master schedule)

2<sup>nd</sup> choice:

\_\_\_\_\_

3<sup>rd</sup> choice:

\_\_\_\_\_

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

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

## COURSE REQUEST TALLY

Course Number and Title	Grade:	9	10	11	12	TOTAL
E1521 English 10 P		0	279	3	1	283
E1522 English 10 HP		0	172	0	0	172
E1531 English 11 P		0	0	321	0	321
E1532 AP Eng Lang		0	0	71	0	71
E1540 AP Seminar		0	0	49	0	49
E1541 English 12 P		0	0	1	379	380
E1542 AP Eng Lit		0	0	0	160	160
E1543 AP Research		0	0	0	49	49
E1550 ELD Support		0	4	5	7	16
E1552 Eng Lang Dev II		0	2	2	0	4
E1553 Eng Lang Dev III		0	2	3	2	7
E1555 Shelt English P		3	0	1	5	9
E1651 Journ I		1	1	2	1	5
E1652 Adv Journ P		0	10	5	12	27
E1653 Creative Writ P		1	2	3	10	16
E1655 Yearbook		0	6	13	15	34
E1751 Academic Lit		0	3	1	0	4
E1754 Acad Surv		0	2	2	1	5
E1950 College App Sem		0	0	0	30	30
G5572 Chinese 1 (P)		0	0	1	0	1
G5574 Chinese 2 P		1	6	2	1	10
G5661 French 1 P		4	8	0	2	14
G5662 French 2 P		3	29	1	2	35
G5663 French 3 P		1	16	11	3	31
G5664 French 4 P		0	0	3	6	9
G5666 AP Fren Lang		0	2	7	8	17
G5671 Japanese 1 P		2	3	3	1	9
G5672 Japanese 2 P		0	15	3	2	20
G5673 Japanese 3 P		0	3	7	2	12
G5677 AP Japanese Lang		0	2	0	9	11
G5678 Chinese 3 (P)		2	3	5	2	12
G5679 Chinese 4		1	2	1	0	4
G5680 AP Chinese Lang		0	27	11	6	44
G5681 Spanish 1 P		11	18	4	0	33
G5682 Spanish 2 P		23	132	16	5	176
G5683 Spanish 3 P		7	156	82	9	254
G5684 Spanish 4 P		1	34	16	6	57
G5686 AP Spanish Lang		0	20	31	16	67
H7512 Culinary Art P		14	90	66	0	170
H7530 CulinaryArts II		0	0	20	38	58
H7534 Sous Chef		0	0	0	1	1
H7700 Teachng&Lmg1 P		0	0	13	54	67
H7701 Teaching&Lmg2		0	0	0	8	8
K7551 Auto Tech		3	19	21	0	43

EARL WARREN MIDDLE SCHOOL 18-19 TENTATIVE STAFFING LIST

2018-19 Staffing					2017-18 Staffing				
ADA	645	ADA	595		Staffing Formula	20.64			
ISPE Deduction	-0.78	ISPE Deduction	-0.78		ISPE Deduction	-0.78			
Total Allocations	21.59	Total Allocations	19.86		Total Allocations	19.86			
First Name	Last Name	FTE	Leave	Non Formula	Common Core Release	Notes	Current Assignment		
		1.00					Art, English		
		1.00					Science		
		0.40		0.40		.20 OC	Math; Math B Essentials		
		1.00					Math		
		1.00					History		
		0.80	0.20				History		
		0.20				Temporary	English		
		0.80				.20 CV APE	PE		
		1.00					Alg Readiness, Alg I		
		0.40				.40 CV; Temporary	Science		
		1.00					Science		
		0.20				Temporary	Spanish		
		1.00				Temporary	Social Science		
		0.40				Temporary, .20 PT	Music		
		0.80		0.20			Spanish; Title I Coordinator		
		1.00					Social Science		
		1.00					Alg I		
		0.60	0.40				History		
		1.00					Science		
		1.00				Temporary	PE		
		0.60				Temporary	Digital Art		
		0.20	0.40	0.40			Math; Math A Essentials		
		1.00					Eng 7,8, Leadership		
		1.00					Life Science		
		0.40				.40 DNO; .20 LOA	Spanish		
		1.00					Eng 7,8		
		1.00					Eng 7		
		0.60		0.40			English; Reading		
	TOTAL	21.40	1.00	1.40	0.00				

EARL WARREN MIDDLE SCHOOL 18-19 TENTATIVE STAFFING LIST

Counseling

First Name	Last Name	FTE	Leave
		1.00	
Total		1.00	0.00

Special Education

First Name	Last Name	FTE	Leave
		1.00	Mild/Moderate
		1.00	Mild-Moderate, Temporary
		1.00	Mild-Moderate
Total		3.00	0.00

Administration

Justin Conn	Principal
Kaitlin Wood	Assistant Principal

Total FTE:	
Teacher FTE	21.40
Non Formula FTE	5.40
Total	26.80
Total LOA	1.00

# Form D

English Department Example to be provided to Department chair

Course	Title	0	1	2	3	4	5	6	Total
1045	Speech and Debate						1	1	2
1047	Journalism (Beg)		1						1
1073	English 9		1	2	2	1	2	1	9
1074	English 9 (Fund)		1						1
1092	English 9 (H)		1	1	1	1	2	2	8
1103	English 10		2	2	2	2	1	2	11
1136	AP Lit		1	1	1	1	1	1	6
1152	AP Eng Lang		1	1	1	1	1	1	6
1156	English 11		2	2	1	2	2	1	10
1183	English 10 (H)		2	1	2	2	1	2	10
1195	English 12		2	1	2	2	2	2	11
1608	AdvJourn A					1			1
1865	Eng Lang Dev II				1				1
1890	Eng Lang Dev III			1					1
	Total	0	14	13	13	13	13	13	67

## TEACHER NAMES and # of TEACHING SECTIONS

4	Teacher A
5	Teacher B
5	Teacher C
5	Teacher D
5	Teacher E
4	Teacher F
3	Teacher G
5	Teacher H
4	Teacher I
2	Teacher J
5	Teacher K
5	Teacher L
3	Teacher M
5	Teacher N
3	Teacher P
2	New Hire
2	Teacher S
67	

Course	Title	Total	Divisor	Ave Sec	Actual Sec	Class Ave.
1045	Speech and Debate	30	36	0.8	1	30
1047	Journalism (Beg)	30	36	0.8	1	30
1073	English 9	296	35	8.2	9	33
1074	English 9 (Fund)	36	36	1	1	36
1092	English 9 (H)	244	36	6.8	7	35
1103	English 10	356	35	9.9	11	32
1136	AP Lit	336	36	9.3	9	37
1152	AP Eng Lang	203	36	5.6	6	34
1156	English 11	222	36	6.2	6	37
1183	English 10 (H)	363	36	10.1	10	36
1195	English 12	115	36	3.4	3	38
1599	AdvJourn A	12	36	0.7	0.5	24
1608	Eng Lang Dev II	18	36	0.5	0.5	36
1865	Eng Lang Dev III	13	36	0.4	1	13
1890	Speech and Debate	35	36	1	1	35
				Total	67	

**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	Shit 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)	Teacher in Attendance? (use a check)	Class Size Avg.	# of Sections in Department
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Department Average  
 10% Factor - FROM \_\_\_\_\_ to \_\_\_\_\_

- 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 honor/AP level courses)

[illegible]

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.

## # of Department Sections

No Votes

Teacher

Teacher Signature (indicates teacher approval)


D.01-11

# Master Schedule Board

FORM H

Master Schedule							Page 1
Teacher:	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6	Period 7

Spanish 4 P/Y/38 English 11 P/Y/40 Peer Tutoring/Y/1		Int Math 3 HP/Y/36	IB Spanish SL/Y/10 English 11 P/Y/40	Int Math 3 HP/Y/38 IB Math HL 2/Y/1	Spanish 4 P/Y/38	AP Calc BC/Y/34	
		English 10 P/Y/40	Eng 9 Foundat/Y/1 Eng 10 Foundat/Y/0 Eng 11 Foundat/Y/3 Eng 12 Foundat/Y/1	Amer Gov Found/F/0 Wrlid Hist Found/Y/1 US Hist Foundat/Y/0 Acad Support 9/Y/1	Amer Gov Found/F/2 Wrlid Hist Found/Y/4 US Hist Foundat/Y/3 Acad Support 9/Y/1		Life Skls Found/Y/4 Acad Support 11/Y/1
		US Hist Foundat/Y/0 Acad Support 9/Y/2 Peer Tutoring/Y/1	Acad Support 9/Y/0 Peer Tutoring/Y/1	Acad Support 10/Y/0 Acad Support 11/Y/1 Acad Support 12/Y/0	IB Envir Sys SL/Y/7	BiolLivingEarth/Y/38	
	AP Envir Sci/Y/33	Biology 1 P/Y/1 BiolLivingEarth/Y/35	AP Envir Sci/Y/35				
	MarketingPrinc P/Y/35		MarketingPrinc P/Y/37 Chemistry P/Y/0 Chem:InEarthSys/Y/35 AP World Hist/Y/44	Intro BusinessP/Y/39 Chemistry P/Y/1 Chem:InEarthSys/Y/36 AP World Hist/Y/44	Intro BusinessP/Y/41 Chemistry P/Y/0 Chem:InEarthSys/Y/36 Basketball-V-T/Y/45	Chemistry P/Y/0 Chem:InEarthSys/Y/36	Intro BusinessP/Y/39
	AP World Hist/Y/45 Peer Tutoring/Y/1	English 10 HP/Y/37 English 9 P/Y/39 ShitIntMath 1 P/Y/20	English 10 HP/Y/32 Journ UY/33 Adv Journ P/Y/10		English 10 HP/Y/40	English 11 P/Y/40	IB Theory Knowl/Y/10 English 11 P/Y/38
	Journ UY/26 Adv Journ P/Y/10 Acad Surv/Y/14				Int Math 1 P/Y/35	Int Math 1 P/Y/39	Acad Surv/Y/23 Peer Tutoring/Y/1
	IntMath2/3Essn/Y/0		Acad Support 9/Y/5 Acad Support 10/Y/2 Acad Support 11/Y/2 Acad Support 12/Y/4	Int Math 1 Fund/Y/13 Peer Tutoring/Y/0	Int Math 1 Fund/Y/9 Peer Tutoring/Y/0		
	AP Eng Lang/Y/31 AP US GovPol/F/37		AP Eng Lang/Y/34 AP US GovPol/F/39		English 11 P/Y/41 Amer Govt P/F/38 Sociology P/Y/34	Sociology P/Y/38 Peer Tutoring/Y/1	
	AVID 9 P/Y/15 AVID 10 P/Y/24 AP Micro Econ/F/39 Peer Tutoring/Y/1		AVID 11 P/Y/26 Peer Tutoring/Y/2 AP Micro Econ/F/38 Peer Tutoring/Y/1	AVID 11 P/Y/25 Peer Tutoring/Y/1 Peer Asst List/Y/20			AP World Hist/Y/43 Peer Tutoring/Y/1

Note: Teacher Aide classes not printed

## 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 you Principal, Department Chair or SDFA Site Representative for the calculation detail.

Example:

Course	Enrollment	Department Average
English 7	36	32.5
English 7	37	32.5
English 7	36	32.5
Spanish	58	34
Spanish	24	34
<b>Total</b>	<b>161</b>	<b>165.5</b>

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 start the year in compliance and fall out of compliance at some point in the year what happens?

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 SDFA Site 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 of compliance as mutually agreed to by the District and SDFA.

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 preference 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 E: 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.

