

**TENTATIVE AGREEMENT
BETWEEN
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
AND
THE SAN DIEGUITO FACULTY ASSOCIATION**

January 24, 2024

This Tentative Agreement is executed by and between the San Dieguito Union High School District ("District") and the San Dieguito Faculty Association ("SDFA") (collectively, the "Parties") subject to the ratification process, on negotiations for the 2023-2024 school year, the third year of a three-year agreement, dated July 1, 2021- June 30, 2024.

Article 9.01, Wages

A. Salary Schedule

Effective July 1, ~~2022~~ 2023 there will be a ~~4.0~~ 4.5% 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, ~~2022~~ 2023. All unit members active on the date the Board of Trustees approves this agreement will receive the retroactive salary increase.

~~There will be a (1) one-time, off-schedule payment of \$3,000 paid to unit members still active as of the last day of school in June 2022 and inclusive of unit members who retired anytime during the 2021-2022 school year.~~

In May of ~~2022~~ 2024, and then subsequently, in May of ~~2023~~ 2025, 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.

Make no changes to the remainder of Article 9.01

Article 10.01, Fringe Benefits - The Parties mutually agreed to an MOU on 10/16/23 regarding relevant changes to Article 10.01 for the 2023-2024 school year (see **Attachment A**, incorporated herein by this reference)

Article 18.01, Student Enrollment - The Parties mutually agreed to revisions to Article 18.01 on 9/25/23 (see **Attachment B**, incorporated herein by this reference)

Article 19.01, Peer Assistance and Induction Program - The Parties mutually agreed to revisions to Article 19.01 on 9/25/23 (see **Attachment C**, incorporated herein by this reference)

FOR THE DISTRICT:

Mary Anne Nash 1/24/24
Signature & Date

Anne Staffiew 1/24/24
Signature & Date

Damon Campbell 1-24-24
Signature & Date

FOR SDFA:

[Signature] 1-24-24
Signature & Date

[Signature] Marshall 1/24/24
Signature & Date

[Signature] 1/24/24
Signature & Date

[Signature] Christopher Black 1/24/24
Signature & Date

[Signature] 1/24/24
Signature & Date

ATTACHMENT A

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
AND
THE SAN DIEGUITO FACULTY ASSOCIATION

October 16, 2023

This Memorandum of Understanding ("MOU") is executed by and between the San Dieguito Union High School District ("District") and the San Dieguito Faculty Association ("SDFA") (collectively, the "Parties") regarding Article 10.01's Health Care Credit. Given the time constraints and the approaching open enrollment period for the 2024 calendar year, the Parties agree as follows:

1. Beginning January 1, 2024 ("2024 Plan Year") the District health care credit will be \$675.00 tenthly.
2. The Parties mutually agree that the increase in the health care credit for the 2024 Plan Year from the current figures up to \$675.00 tenthly, described above, shall be recognized as part of the total compensation increase the current 2023-2024 bargaining period process and valued at 0.68%.

For example, if the District's Governing Board hypothetically authorized or offered a 4% total ongoing compensation package increase for the current 2023-2024 bargaining period process, the tenthly increase for health care credit for the 2024 Plan Year will be deducted from that total amount authorized for bargaining. Therefore, for example, if the increase in health care credit for the 2024 Plan Year is equal to a 0.68% ongoing salary increase, the remaining 3.32%, in this example, would be available for potential ongoing salary increases or other bargainable topics.

The percentage figures in the hypothetical example above are purely demonstrative to explain the Parties understanding of the impacts of the District health care credit increase.

3. Part-time employees who work less than .50 FTE will receive a prorated health care credit should they choose to enroll in medical benefits.

For example, during 2024 Plan Year, a .40 FTE will receive a prorated health care credit of \$270 tenthly (prorated from \$675 tenthly), a .20 FTE will receive a prorated health care credit of \$135 tenthly (prorated from \$675 tenthly), etc.

4. Nothing within this MOU precludes additional negotiations regarding future years of offered District health care credit beyond the 2024 Plan Year.

5. The Parties will continue to bargain in good faith regarding additional items and Articles open for negotiation during the current 2023-2024 bargaining period process.

This MOU shall not be precedent-setting or establish a past practice between the Parties.

Signed October 16, 2023.

FOR SDFA:

Bode
R Marshall
Lee
Hill

FOR THE DISTRICT:

Mary Anne Nuss
Anne Staffier

ATTACHMENT B

TA MN 9/25/19

TA ~~BOB~~ 9/25/19

ARTICLE 18.01 STUDENT ENROLLMENT

A. Employees Who Reside Outside of the District

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 during the interdistrict transfer High School Selection window of the school year preceding the desired enrollment, as long as a District school is not closed or impacted.~~

- 1. Middle School: The unit member's student(s) will be placed at their school of choice indicated on the interdistrict application, as long as the District school is not closed or impacted.
- 2. High School: The unit member's student(s) may participate in High School Selection during the High School Selection window once the interdistrict transfer is approved. Students will be placed at their school based upon the outcome of High School Selection, as long as a District school is not closed or impacted. If the student's school of choice is closed or impacted, the student will be offered another 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.

No student currently residing within a school's attendance area shall be displaced by another student transferring from outside the attendance area (Education Code 35160.5).

B. Employees Who Reside Within the District Boundaries

The school district may employ existing entrance criteria for specialized schools or programs if the criteria are uniformly applied to all applicants.

- 1. The parents/guardians of any student who resides within the district boundaries may apply to enroll their child in any district school, regardless of the location of their residence within the district (Education Code 35160.5), as long as the District school is not closed or impacted. Eligible parents/guardians shall apply during the applicable intradistrict transfer/High School Selection window and complete the enrollment process.
- 2. No student currently residing within a school's attendance area shall be displaced by another student transferring from outside the attendance area (Education Code

35160.5)

~~3. The Superintendent or designee shall grant priority to any district student whose parent/guardian is a SDUHSD employee and is assigned to that school as their primary place of employment (Education Code 35160).~~

~~4. Primary place of employment is defined as a staff member assigned to a school for 50% or more of a 100% contract. A part-time staff member working a contract of 50% or more at one site shall qualify.~~

~~b. Employees shall apply during the high school selection window and complete the enrollment process.~~

~~c. Implementation of supporting language will take place upon revision and inclusion of this language in the district Administrative Regulation (AR) 5116.3 and no sooner than the high school selection for the 2023-2024 school year.~~

ATTACHMENT C

TA W 9/25/23
TA
W
9/25/23

ARTICLE 19.01 PEER ASSISTANCE & INDUCTION PROGRAM

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

A. Purpose

1. Peer Assistance consists of two programs, PAR (Peer Assistance and Review Program (PAR)) and The San Dieguito Union High School District Induction Program (SDIP). These Programs 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~~ PAR.
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~~ PAR review and assistance to a Participating Teacher.
4. "Candidate"

A unit member who is a teacher who is participating and receiving assistance in the SDIP program, either because he/she is a Beginning Teacher or because he/she has more experience but is voluntarily participating in SDIP. A Candidate participating in SDIP may voluntarily terminate his/her participation in SDIP at any time.

5. "Mentor"

An exemplary full-time teacher meeting the requirements of subsection IV.B.1 who ~~is selected to~~ provides assistance to a Candidate in the SDIP program.

46. "Beginning Teacher"

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

57. "Voluntary Participating Teacher"

A Voluntary Participating Teacher is a teacher who volunteers to participate in ~~the IP~~PAR. The purpose of participation in ~~PAR~~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~~PAR at any time.

68. "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.

79. "Principal"

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

C. SDIP Program Outline

1. For Beginning Teachers

a) All first and second-year teachers ~~must participate in IP~~meeting the eligibility requirements are provided the opportunity to participate in SDIP.

Candidates shall commit to the following:

- Attend Orientation for new certificated employees
- Commit to the process of induction through a growth mindset.
- Develop CSTP-based growth goals for each of the Cycles of Inquiry.
- Honors scheduled meetings with their Mentor.
- Complete all required SDIP components on Google Classroom to SDIP standards and by the required due dates.
- Participate in various program surveys.
- Communicate with the SDUHSD and the CTC in order to complete the credential clearing process.

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

- Provide assistance & guidance to an assigned caseload of ~~beginning~~Beginning ~~teachers~~Teachers
- Provide a pre-school in-service for new certificated employees
- Observe and assist the assigned caseload of ~~beginning~~Beginning ~~teachers~~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~~Mentor training
- Maintain assistance as required by the ~~BTSA Provider~~Mentor

2. For Voluntary ~~Participating Teachers~~Candidates

a) Any teacher who ~~volunteers may participate in SPP~~is new to the District may voluntarily utilize SDIP support, especially at the start of their his/her first the school year. The Voluntary ~~Participating Teacher~~Candidate may withdraw from the program at any time.

b) Voluntary ~~Participating Teachers~~Candidates may choose any of the assistance listed in Section C, 1, b).

c) ~~While a~~No records will be kept regarding assistance given to the Voluntary Candidate as the support takes place in a non-evaluative manner.

d) ~~Participating Teachers.~~ A written log of contacts will be maintained.

D. PAR (Peer Assistance & Review (PAR) Program Outline)

31. 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, (g) must participate in PAR and a Support Provider will be assigned.

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 DE 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.

e) 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.

DE. 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 SDIP. 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.

EF. 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, Mentors, 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, to the extent permissible by law, will be subject to the personnel record exemption of the California Public Records Act (Government Code Section 62507920.000, 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.~~ in this Article.

4. At the end of each school year, the PAR and SDIP programs will be evaluated and modified by mutual agreement of SDFA and the District.

5. The PAR & SDIP Programs are not a substitute for the contractual evaluation procedure in Article 7.01 of the Master Contract.