

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

February 26, 2026

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 the Transfer Policies in Article 5.01 and the Donation of Leave for Catastrophic Illness in Article 4.01 of the SDFA Collective Bargaining Agreement.

The Parties agree as follows:

ARTICLE 5.01 TRANSFER POLICIES

Transfer is defined as a change in job location, either full-time or for part of the working day, to a different District school or other site. When a unit member is transferred during the school year, the unit member ~~will~~ shall receive District assistance in moving the unit member’s materials upon request.

A. Voluntary Transfer

1. A unit member may submit a request for transfer **to the Associate Superintendent of Human Resources through the Annual Certificated Staffing Survey provided by Human Resources** at a date to be agreed upon each year. ~~The request must be made in writing to the Associate Superintendent of Human Resources.~~
2. A unit member shall have the right to apply for a transfer to positions for which ~~he/she is~~ **they are** 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)
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~~ shall meet with the unit member prior to the transfer taking effect.
 - c) That the needs and efficient operation of the District ~~will~~ shall be met.
 - d) That the District maintains a well-balanced staff relative to training, experience, and background.
2. ~~If an involuntary transfer is required due to staffing needs, the District shall first seek volunteers. If no volunteers come forward, unit member selection shall be based on the needs of the site and the District. When making selections, special consideration shall be given to unit members currently teaching in multiple subject areas, those with extracurricular academic classroom assignments (e.g., Drama, ASB, Yearbook), Department Chair, or SDFA site representative.~~
3. ~~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).~~ Once site and/or District needs are established, the unit member with the least number of years of service in the

District shall be selected for transfer, provided all special considerations are equivalent. If two or more unit members have the same number of years of District service, the unit member with the least number of years of service at the site shall be selected.

4. Before an involuntary transfer is initiated, all other reasonable options to address site or District needs through adjustments to the master schedule shall be considered.

5. No involuntary transfer will shall be made for punitive or capricious reasons.

~~6. Staff hired on or before 1996, shall not be involuntarily transferred to San Dieguito High School Academy or Canyon Crest Academy.~~

Article 4.01 LEAVE POLICIES

B. Donation of Leave for Catastrophic Illness

- a) In the event of a catastrophic illness or injury to a unit member, **or their family member**, a sick leave bank may be established.
- b) Catastrophic illness or injury is defined to mean an illness or injury that is expected to incapacitate a unit member, **or their family member**, for an extended period of time. **Family member is defined to mean the member's spouse, parents, parent-in-law, sibling, children and stepchildren, or a family member for whom the unit member is the primary caregiver.**
- c) A bank will allow unit members to donate up to five days of accumulated sick leave to a unit member. A unit member who chooses to donate:
 1. Must always maintain a balance of at least twenty (20) days sick leave.
 2. May only donate up to five days of accumulated sick leave that are above the minimum balance of twenty (20) days of sick leave.
 3. Must provide written notice to the District Office of the intent to transfer the accumulated sick leave days.
 4. Must donate in one day increments up to a maximum of five (5) accumulated sick leave days.
 5. Must complete a sick leave donation application; This application explains the sick leave donation process as well as acknowledges, in writing, to the District Office that the unit member understands that 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.

- d) 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.
- e) The unit member who is requesting a donation of leave for catastrophic illness:
 - 1 Must request in writing to the Associate Superintendent of Human Resources that accumulated sick leave days be donated and the method of notification.
 - 2 Must provide verification of the catastrophic illness or injury.
- f) 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.
- g) 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.

This MOU is non-precedential and shall not establish a past practice, and shall remain in effect unless modified by mutual written agreement of the Parties

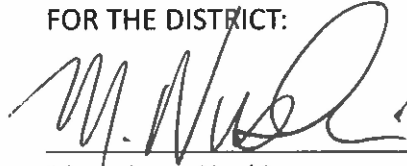
Signed February 26, 2026

FOR SDFA:



Michelle Horsley

FOR THE DISTRICT:



Mary Anne Nuskin