

## GRIEVANCE SETTLEMENT AGREEMENT

Grievance No. G-13-060

The San Diego Unified School District ("District") and the San Diego Education Association ("SDEA"), collectively referred to as the "Parties," have reached this Grievance Settlement Agreement ("Agreement"), the terms of which are as follows:

1. The Parties desire to resolve this grievance amicably and avoid the costs associated with arbitration. Accordingly, the Parties mutually agree to resolve the dispute with the terms of this Agreement.
2. This Agreement settles Grievance No. G-13-060 in its entirety as of the date of this fully executed Agreement.
3. SDEA waives any other known or unknown claims relating to Article 13.3 during the 2013/2014 school year, except related to the District's failure to implement this Agreement.
4. The Parties agree that for all elementary classes with enrollments above contractual limits set forth in Article 13.3, Sections 13.3.2 – 13.3.4 (Kindergarten greater than 31, 1<sup>st</sup>/2<sup>nd</sup> grade greater than 25.5, 3<sup>rd</sup> grade greater than 32) or Section 13.3.5 (greater than 36 students for 30 calendar days), the District agrees to utilize up to \$250,000 to make each affected teacher whole as set forth below.
5. For each combination class containing grades with different class size allowances (K/1, 2/3), a weighted average will be used to determine if the classroom exceeds its class size numbers. The first step is to determine the percentage of students for each grade level in the combo class. Applying these percentages against the contract average class size would then determine the weighted allowable class size average for that combo class. Based on the allowable size subtracted from the actual enrollment in that combo class over the 6 month average the overage will be calculated.

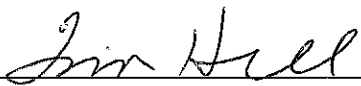
For example, a K/1 Combo that has 31 students (18 students at Kindergarten and 13 students at 1<sup>st</sup> grade) would be a 58%/42% weighted average (K/1). The allowable contract average for this K/1 Combo would be 18.00 for Kindergarten and 10.69 for 1<sup>st</sup> grade, thus allowing the average enrollment to be 28.69 for the class. This results in an overage of 2.31 students for this impacted teacher, resulting in a stipend of \$850 for the school year.


	Actual Enrollment	% Split	Contract Average Class Size	Allowable Contract Average for Combo Class	Class Size Overage Using Weighted Formula
Kinder	18.0	58%	31.0	18.00	0.00
1st Grade	13.0	42%	25.5	10.69	-2.31
	31.0			28.69	-2.31

6. For each violation the stipend shall be decided by the number of students the class is over for the relevant time period (first 6 months or 30 calendar days)
  - i. Class overage of more than .01 - .99 = \$450
  - ii. Class overage between 1.00 to 1.99 = \$625
  - iii. Class overage between 2.00 to 2.99 = \$850
  - iv. Class overage between 3.00 to 3.99 = \$1,150
  - v. Class overage between 4.00 to 4.99 = \$1,500
  - vi. Class overage over 5.00 = \$2,000

Final stipends may be adjusted as per Section 9 of this Agreement following the appeals process but before payment.

7. The District provided SDEA with a list showing classrooms/teachers qualifying for the stipends set forth above by March 24, 2014. The list included overages from September 3, 2013 through March 2, 2014 for the 6-month average. For classes of more than 36 for a 30 calendar day period, the list noted the highest overage for a 30 day period upon which the overage was determined.
8. The District will process payment of the stipends for the class size averages by July 2014 payroll. Any additional unit members who are not on the attached list but can demonstrate that they meet the requirements for a stipend (including additional section 13.3.5 overages) will provide proof to the District by May 20, 2014, at [labor.relations@sandi.net](mailto:labor.relations@sandi.net). If the Parties find the proof satisfactory, the District will process payment of the stipends for these additional members. Failure to timely provide proof by May 20, 2014, will be deemed a waiver of the right to claim a stipend for 2013/2014.
9. The Parties agree the cumulative monetary settlement shall not exceed \$250,000. Final overage stipends may be adjusted upwards or downwards at the close of the appeal process to ensure the settlement is not exceeded.
10. This Agreement is non-precedential.
11. For the purposes of this Agreement, there is no prevailing party.

 3/27/14  
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Tim Hill  
Executive Director  
San Diego Education Association

 3/27/14  
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Jennifer Carbuccia  
Executive Director, Labor Relations  
San Diego Unified School District