

GRIEVANCE SETTLEMENT AGREEMENT
Special Education Caseload Overages
March 11, 2019

The San Diego Unified School District (“District”) and the San Diego Education Association (“SDEA”), on behalf of Resource Specialists and Education Specialists (“Grievants”), collectively referred to as the “Parties,” have reached this Grievance Settlement Agreement (“Agreement”), the terms of which are as follows:

WHEREAS, the parties have reached an agreement to decrease caseloads for case managers beginning in the 2019-2020 school year;

WHEREAS, there is a continued nationwide teacher shortage for special education credential holders;

WHEREAS, there are limited numbers of special education credential programs in San Diego County;

WHEREAS, the District currently recruits and hires special education credential holders on a regular basis and utilizes alternative routes to licensure;

WHEREAS, the Parties desire to resolve the following grievances amicably and avoid the cost associated with arbitration: (list all grievances G-FY18-XXX and the “class action” Special Education grievance).

WHEREAS, the Parties mutually agree to resolve the dispute with the terms of this Agreement, without reaching the merits of the grievance.

NOW THEREFORE, the parties agree to the following:

1. As of February 28, 2019, the number of Resource Specialists and Education Specialist: Mild/ Moderate is 487.8 FTE. For the 2019-2020 school year, the District shall hire no less than twenty-six (26) additional FTE in the job classification of Education Specialist: Mild/ Moderate.
 - a. In order to enrich the pipeline for special education credential holders, a \$1,000 stipend will be paid to teachers employed during the 2018-2019 school year in a temporary/ leave replacement contract or who are laid off effective July 1, 2019, and who wish to teach in one of the following areas during the 2019-2020 school year:
 - i. Education Specialist: Mild/ Moderate
 - ii. Education Specialist: Moderate/ Severe
 - iii. Education Specialist: Visual Impairment
 - iv. Education Specialist: Deaf & Hard of Hearing

- b. To qualify for this employment offer, the following conditions must be met by the candidate:
 - i. Currently employed in a temporary/ leave replacement contract during the 2018-2019 school year or who is laid off effective July 1, 2019;
 - ii. Satisfactory evaluation rating during the 2018-2019 school year;
 - iii. Meet the CTC eligibility requirements for an emergency credential or the university eligibility requirements intern credential. The costs associated with obtaining the credential and/ our coursework shall be paid by the candidate.
 - c. The stipend will be paid on the final paycheck for the 2019-2020 school year if the following conditions are met:
 - i. The teacher completes 75% of the work year;
 - ii. Satisfactory evaluation.
2. The individual unit members listed in Attachment A shall be provided a one time stipend of \$1,000.
 - a. Unit members who have received compensation or who have been provided other site level remedies, will not receive this one- time payment; any resolution reached at grievance Step 1 or 2 is non- precedential.
 - b. Except for failure to implement this agreement, SDEA waives any other known or unknown claim relating to this article for the 2018-19 school year.
 - c. Any unit member not identified in Exhibit A, but who can demonstrate they meet the terms of this Agreement, shall provide proof to the District by May 1, 2019. If the District finds the proof satisfactory, the District will notify the individual and will process the one- time payment.
 3. The District will issue a written directive to all site administrators to maintain the contractual caseloads on an annual basis beginning August 1, 2019.

This Agreement settles the grievance in its entirety and the grievance is deemed withdrawn as of the date of this fully executed Agreement.

This Agreement is non-precedential and only addresses the allegations and facts of this grievance.

This Agreement is not, and shall not be construed as an admission of liability, fault, or wrongdoing of any kind by any of the Parties hereto.

For the purposes of this Agreement, there is no prevailing party.

