

STATE OF CALIFORNIA  
PUBLIC EMPLOYMENT RELATIONS BOARD



SAN DIEGO EDUCATION ASSOCIATION,  
CTA/NEA,

Charging Party,

v.

SAN DIEGO UNIFIED SCHOOL DISTRICT,

Respondent.

Case No. LA-CE-6592-E

**SETTLEMENT AGREEMENT**




In the interest of promoting harmonious labor relations between the parties and to avoid the uncertainty, inconvenience, and expense of litigation, the San Diego Education Association, CTA/NEA (SDEA) and the San Diego Unified School District (District), in settlement of the above-captioned unfair practice charge before the Public Employment Relations Board, agree as follows:

1. For the 2021-2022 school year, the District will restore 5.8 FTE including 3.4 FTE of Senior Speech-Language Pathologists (Senior SLPs), and 2.4 FTE of Senior School Psychologists (Senior SPs), collectively "Senior Positions."
  - a. The Senior Positions' responsibilities are set forth in Exhibit A, attached hereto.
  - b. The 5.8 FTE will consist of the Senior Positions set forth in paragraph (1) above. For the 2021-2022 school year, the 5.8 FTE of Senior Positions shall exist above and beyond the existing 215.5 SLP FTE and 135.8 School Psychologist FTE already allocated for the 2021-2022 school year.
  - c. For the 2021-2022 school year, the parties intend that Senior Positions will remain part-time in nature, to allow those occupying Senior Positions to spend their remaining FTE working at school sites or in other existing specialized positions (i.e., a Senior could have a 0.6 FTE assignment completing Senior Position duties and 0.4 FTE assigned to a comprehensive school site).

2. For the 2021-2022 school year, Senior Positions restored pursuant to this Agreement, shall be offered first to SLPs Amanda Altieri, Kaitlin Oliveri, and Heather Eisenberg and SPs Gabriel Gutierrez, Catherine Galvan, and Hyyon Palmer, to allow them to finish out the remainder of their 3-year terms (i.e., if they have already completed 1 year of their term in a Senior Position, they would be given the opportunity to complete the remaining 2 years before the Senior Position is posted internally as a vacancy). These individuals will commence the remainder of their 3-year terms on the start date of their restored Senior Position.
3. All remaining Senior Positions restored pursuant to this Agreement, including any not accepted by the individuals named in paragraph 2, above, will be posted internally as vacancies to allow new candidates to apply, and those selected will commence their 3-year rotation on the start date of their new Senior Position.
4. For those placed into Senior Positions, pursuant to paragraphs 2 and 3 of this Agreement, if the term of a Senior Position ends prior to June 30th, the term shall continue until June 30th of that fiscal year.
5. For the 2021-2022 school year, unit members occupying Senior Positions will have the opportunity to work an extended school year of 208 days; unit members shall provide a customized work calendar detailing their 208-day work year.
6. All provisions of the CBA remain in full force and effect unless modified by this Agreement.
7. The District agrees that within 20 workdays of the full execution of the agreement, it will restore Senior Positions for unit members identified in paragraph 2, above, and offer those positions to the employees identified in paragraph 2. The parties acknowledge that the Senior start date will be dependent upon the effective start date for the employee who is backfilling their position.
8. Unit members outlined in paragraph 2, above, who accept their restored Senior Position will be paid the full Senior Stipend as outlined in CBA Appendix F & G, Section 8.01 and full salary (Appendix F Salary Plan 0141 and Appendix G Salary Plan 151) if they work a full 208-day work year by June 30, 2022.

9. The District agrees that within 20 workdays of the full execution of the agreement, it will post any remaining positions as outlined in paragraph 3, above.
  - a. Within a reasonable amount of time following the posting, the District will interview for and fill the remaining Senior Positions within the 5.8 FTE. The Parties agree that the District will act in good faith to fill these positions without delay. The parties acknowledge that the Senior start date will be dependent upon the effective start date for the employee who is backfilling their position.
10. The District will verify compliance of paragraphs 2, 3 and 9, above, by email to Sara Holerud at holerud\_s@sdea.net.
11. Within 10 days following the District's verification of compliance with paragraphs 2, 3 and 9, above, SDEA will dismiss Grievance number FY19-060 and withdraw UPC No. LA-CE-6592-E with prejudice.
12. This Settlement Agreement represents a full and complete resolution of the claims and disputes between the parties based upon the above-referenced matter.
13. The undersigned parties represent that they have read and understand the terms of this settlement and that they are authorized to execute this Settlement Agreement on behalf of their principals.

For Charging Party:

	Oct 18, 2021
<a href="#">Sara Holerud (Oct 18, 2021 14:27 PDT)</a>	
Sara Holerud	Date
SDEA UniServ Field Organizer	
	Oct 18, 2021
<a href="#">Michelle Crisci (Oct 18, 2021 13:43 PDT)</a>	
Michelle Crisci	Date
SDEA Alternate Association	
Representative for School Psychologists	
	Oct 18, 2021
<a href="#">Sarah Darr (Oct 18, 2021 13:47 PDT)</a>	
Sarah Darr	Date
SDEA Association Representative for	
Speech-Language Pathologists	

For Respondent:

	Oct 18, 2021
<a href="#">Jessica Falk Michelli (Oct 18, 2021 16:48 PDT)</a>	
Jessica Falk-Michelli	Date
Executive Director Labor Relations	
	Oct 18, 2021
<a href="#">Kari D. Searles (Oct 18, 2021 13:51 PDT)</a>	
Kari D. Searles	Date
Deputy General Counsel	

**San Diego Unified School District**

**Senior Speech-Language Pathologists and Senior School Psychologists Responsibilities**

**1. Senior Positions**

- a. Senior Positions are a support and resource to Speech-Language Pathologists (SLP), and School Psychologists as well as the department. Seniors will collaborate regarding their support and resource work with the assigned department supervisor. Senior Positions do not perform administrative work; the assigned supervisor shall retain evaluative and supervisory tasks, including the initial communication of new directives. Clerical tasks will be assigned to the appropriate classified staff member. The supervisor shall assign tasks to Senior SLPs and Senior SPs (collectively “Seniors”), which fall in categories including, but not limited to, the following:

**2. Categories of Tasks That May Be Assigned to Seniors**

- a. Compile student data to answer relevant questions pertaining to development and implementation of new service delivery models.
- b. Coordinate, create, and implement professional development based on best practices in the fields of Speech-Language Pathology and School Psychology (e.g. ECSE, IMTSS)
- c. Support SLPs and School Psychologist with managing difficult or complex cases when requested by SLP’s or School Psychologists or assigned by the supervisor
- d. Coordinate University field and practicum school psychology and speech-language pathology students with-in SDUSD (according to administrative MOU)
- e. Answer questions and provide mentorship to colleagues in the areas of compliance, procedures, and best practices in the field so policy and procedures can be consistently interpreted.
- f. Maintain SLP and School Psychologists practice supports and resources, including those housed on the department’s drive (does not include the clerical duties of ordering and managing protocols)
- g. Participating in the CEP-ED panel
- h. Provide training and/or coordinate training on new assessments, instruments and techniques and trending “hot-spots” from the special education Due Process office
- i. Visit non-Senior SLPs and School Psychologists at their work sites in order to provide coaching around best practices when requested by SLP’s or School Psychologists or assigned by the supervisor
- j. Provide training and mentorship to new hires
- k. Monitor current assessment tools to ensure the departments are using the latest edition/ appropriate assessment tools

**3. Senior SLPs**

- a. Coordinate ASHA certification and SLPAB continuing education offering

**4. Senior School Psychologists**

- a. Coordinate NASP certification and LEP continuing education offering












# Settlement Agreement LA-CE-6592-E

Final Audit Report

2021-10-18

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-  Document created by Lisa Steinberg (steinberg\_l@sdea.net)  
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