

## **GRIEVANCE SETTLEMENT AGREEMENT**

Grievance No. G-12-041

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 and unfair practice charges. Accordingly, the Parties mutually agree to resolve the dispute with the terms of this Agreement.
2. The Parties agree that Article 13.5.2 was violated and is subject to the grievance and arbitration procedure set forth in Article 15 of the collective bargaining agreement between the Parties.
3. This Agreement settles Grievance No. G-12-041 in its entirety and the pending request for arbitration is deemed withdrawn as of the date of this fully executed Agreement.
4. SDEA shall withdraw Unfair Practice Charge LA-CE-5773 with prejudice, as it relates to Section 13.5, immediately upon full execution of this Agreement.
5. SDEA waives any other known or unknown claims relating to Article 13.5.2 during the 2012/2013 school year, except related to the District's failure to implement this Agreement, based on framework of remedies set forth in Section 6, 7, and 8 of this Agreement.
6. The Parties agree that for all secondary academic classes with enrollment of over 36 students for 2012/2013 school year, the District agrees to make each affected teacher whole by providing:
  - a. \$400 stipend, per semester, for teachers with one period over 36 students.
  - b. \$1000 stipend, per semester, for teachers with more than one period over 36 students.
  - c. The above stipends will apply to all teachers who taught at least one period with over 36 students after October 31, 2012 (for first semester classes) or after March 1, 2013 (for second semester). No stipends will be paid for classes of over 36 students prior to the October 31, 2012 or March 1, 2013 dates. For the purposes of this Agreement, academic classes shall be defined as all classes with the exception of music, business education, and physical education.
  - d. To date, the attached list sets forth the teachers who taught at least one period with over 36 students after October 31, 2012 (first semester). The District will process payment of the stipend for the first semester of 2012/2013 for each of the listed teachers within 30 days from the execution of this Agreement. Any additional unit members who are not on the attached list but can demonstrate that they meet the requirements for a stipend for the first semester of 2012/2013 shall provide proof to the

District by May 30, 2013. If the District finds the proof satisfactory, the District will process payment of the stipend for the first semester of 2012/2013 for these additional members within 30 days from submission. Failure to timely provide proof by May 30, 2013 shall be deemed a waiver of the right to claim a stipend for first semester of 2012/2013.

- e. The District will prepare a list of teachers who were teaching at least one period with over 36 students as of March 1, 2013 (second semester), and will provide it to SDEA for their review by April 15, 2013. The District will process payment for the stipend for the second semester of 2012/2013 for each of the listed teachers within 30 days from execution of this Agreement. Any additional unit members who are not on this list but can demonstrate that they meet the requirements for a stipend for the second semester of 2012/2013 shall provide proof to the District by June 15, 2013. If the District finds the proof satisfactory, the District will process payment of the stipend for the second semester of 2012/2013 for these additional members within 30 days from submission. Failure to timely provide proof by June 15, 2013 shall be deemed a waiver of the right to claim a stipend for second semester of 2012/2013.
7. The Parties agree that in any academic class where a teacher has an enrollment over 36 students and the teacher was not provided enough textbooks, supplies, or equipment for the students above the enrollment of 36, the District will provide the necessary textbooks, supplies, and equipment. Example: Where a High School teacher has netbooks and textbooks for 36 students yet has 39 students in the class, the school site will provide 3 additional netbooks and textbooks.
8. This Agreement is non-precedential, although the settlement framework and remedy are encouraged for use beyond 2012/2013. In the event that there are academic classes that exceed 36 students during the 2013/2014 school year, and a grievance is filed, the parties are encouraged to use this settlement as the basis for resolving the issue at the lowest possible level. Other potential remedies to encourage informal resolution can include, but shall not be limited to, additional prep time and instructional support. The Parties should consider the encouraged remedies (stipend, prep time, instructional support) on a case by case basis, depending on the needs of the impacted teacher and the students being served. Any resolution reached to a grievance at Step 1 or 2 during 2013/2014 would be non-precedential.
9. For the purposes of this Agreement, there is no prevailing party.

Tim Hill 3-26-13  
Tim Hill Date  
Executive Director  
San Diego Education Association

Jennifer Carbuccia 3/26/13  
Jennifer Carbuccia Date  
Executive Director of Labor Relations  
San Diego Unified School District