

GRIEVANCE SETTLEMENT AGREEMENT
April 21, 2022
Education Specialist Caseloads 2021-2022

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").

Whereas, the Parties desire to resolve this grievance amicably and avoid costs associated with arbitration;

Whereas, the Parties' Collective Bargaining Agreement identifies a caseload of Education Specialists Mild/Moderate of 20 students and Education Specialist Moderate/ Severe at 12 students ;

Whereas, the District has continually monitored the caseloads of Education Specialists since the beginning of the 2021- 2022 school year and has worked with schools to make system corrections and provide support;

WHEREAS, final teacher allocations were based on student IEPs with a locked event in PowerSchool Special Programs as of September 17, 2021, who were enrolled at the school site and assigned to a case manager at the same school; teachers were transferred and new positions were created to comply with the caseload requirements of Article 29;

WHEREAS, the COVID- 19 pandemic has reduced the availability of employees throughout the county of San Diego including our District schools;

Accordingly, the Parties mutually agree to resolve the remaining dispute, without reaching the merits of the grievance, with the terms set forth below:

Remediation of Caseload Overages

1. Monthly Stipend for Caseload Overages or in Lieu of Allocation Due to Insufficient Staff (October 2021- June 2022).
 - a. Education Specialist: Mild Moderate Teachers. These educators will be paid one (1) hour at the Additional Hourly Classroom Assignment, Appendix A, Section 7.013 rate per week for each student over caseload when the caseload is twenty-one (21) and the site caseloads are balanced.
 - b. Education Specialist: Moderate Severe Teachers. These educators will be paid one (1) hour at Additional Hourly Classroom Assignment, Appendix A, Section 7.013 rate per week for each student over caseload when the caseload is thirteen (13) and the site caseloads are balanced.
 - c. For the purposes of this Agreement, "insufficient staff" is defined as District's inability to assign or hire an Education Specialist, obtain a fully credentialed (in special education) visiting teacher to cover a long-term education specialist absence.
2. Payment to unit members.
 - a. Employees who are over caseload as defined in Sections 1.a and 1.b of this Agreement from October 1, 2021 through June 14, 2022 must complete Caseload Overage Reporting Form and submit to their time keeper at their school site in order to receive this payment. Payments submitted by the payroll deadline will be paid in the month the form is submitted.

3. Any unit member denied payment per section 2 of this agreement, but who can demonstrate they meet the terms of this Agreement, shall provide proof to the District by June 30, 2022 via [this 21-22 Class Size/ Caseload Notification Form](#). In consultation with SDEA, if the District finds the proof satisfactory, the District will notify the individual and will process the monthly payment.
4. Any unit member who received a monetary settlement on a caseload overage grievance, at the site level, shall receive the difference between the two settlements, in the event this settlement agreement is for a greater remuneration than the compensation provided by the site level grievance. If the unit member accepts this settlement, non-monetary remedies will cease effective May 1, 2022.
5. The District will continue to recruit credentialed candidates to fill Education Specialist vacancies, pursuant to Ed. Code Section 44920.
6. This Agreement was drafted in good faith based on the caseload data, staffing information, and contractual provisions at the time of the Agreement.

This Agreement settles this grievance in its entirety as of the date of this fully executed Agreement.

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

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

Acacia Thede
Acacia Thede (Apr 21, 2022 16:38 PDT)

Acacia Thede
Chief Human Resource Officer
San Diego Unified School District

Apr 21, 2022

Date

Asayid
Asayid (Apr 21, 2022 15:05 PDT)

Abdul Sayid
Executive Director
San Diego Education Association

Apr 21, 2022

Date

2021-22 Caseload Grievance Settlement









4.21.22

Final Audit Report

2022-04-21

Created:	2022-04-21
By:	Lisa Steinberg (steinberg_l@sdea.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3YLj7TB6c7Wue0YRsIXg01-rgDOjegq7

"2021-22 Caseload Grievance Settlement 4.21.22" History

-  Document created by Lisa Steinberg (steinberg_l@sdea.net)
2022-04-21 - 9:41:32 PM GMT
-  Document emailed to Asayid (sayid_a@sdea.net) for signature
2022-04-21 - 9:49:18 PM GMT
-  Document emailed to Acacia Thede (athede@sandi.net) for signature
2022-04-21 - 9:49:18 PM GMT
-  Email viewed by Asayid (sayid_a@sdea.net)
2022-04-21 - 9:59:26 PM GMT
-  Document e-signed by Asayid (sayid_a@sdea.net)
Signature Date: 2022-04-21 - 10:05:41 PM GMT - Time Source: server
-  Email viewed by Acacia Thede (athede@sandi.net)
2022-04-21 - 11:37:08 PM GMT
-  Document e-signed by Acacia Thede (athede@sandi.net)
Signature Date: 2022-04-21 - 11:38:03 PM GMT - Time Source: server
-  Agreement completed.
2022-04-21 - 11:38:03 PM GMT