Grievance Settlement

*Grievance No. G-FY21-009*January 13, 2023

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, without reaching the merits of the grievance.
- 2) The District agrees to compensate SDEA classroom teachers twenty (20) minutes per day at the non-classroom assignment rate of pay for each day worked during the 2021 summer school program at the following schools:
 - 1. Alcott
 - 2. Audubon
 - 3. Baker
 - 4. Balboa
 - 5. Bay Park
 - 6. Bird Rock
 - 7. Carson
 - 8. Central
 - 9. Chavez
 - 10. Chollas Mead
 - 11. Clay
 - 12. Crown Point
 - 13. Dewey
 - 14. Dingman
 - 15. Doyle
 - 16. EB Scripps
 - 17. Edison
 - 18. Emerson
 - 19. Encanto
 - 20. Field
 - 21. Foster
 - 22. Gage
 - 23. Green
 - 24. Hage
 - 25. Hancock
 - 26. Jones
 - 27. Joyner
 - 28. Kimbrough
 - 29. Lafayette
 - 30. LMEC

- 31. Marshall
- 32. Miller
- 33. Nye
- 34. Oak Park
- 35. Ocean Beach
- 36. Paradise Hills
- 37. Porter
- 38. Rosa Parks
- 39. Salk
- 40. Sherman
- 41. Valencia Park
- 42. Walker
- 43. Zamorano
- 3) The Parties agree that the list provided in Section 2 of this Agreement is the exclusive list for matters of compensation related to the grievance in Grievance No. G-FY21-009.
- 4) Compensation is subject to verification by Payroll to determine that eligible employees worked on compensable days during the 2021 summer school program from June 21, 2021 through July 16, 2021, excluding weekends and holidays. The Parties will review the list of qualifying individuals and resolve discrepancies.
- 5) This Agreement settles Grievance No. G-FY21-009 in its entirety and the pending request for arbitration is deemed withdrawn as of the date of this fully executed Agreement.
- 6) This Agreement is non-precedential.
- 7) 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.
- 8) For the purposes of this Agreement, there is no prevailing party.

For the District: For SDEA: DocuSigned by: Jessica Falk Michelli February 8, 2023 February 8, 2023 lbdul Savid JessteasFalk-Michelli ABUUN SEVII Date Date Executive Director, Labor Relations and Executive Director, SDEA Assistant General Counsel San Diego Education Association San Diego Unified School District

As to Form and Legality:

DocuSigned by:

February 1, 2023

Mcholas Felalii

Date

Assistant General Counsel II

San Diego Unified School District

February 2, 2023

Date

Field Organizer

San Diego Education Association

DocuSigned by:

Mcole DeWitt Nicole DeWitt February 1, 2023

Date

Executive Director, Leadership & Learning

San Diego Unified School District

DocuSigned by:

Trace Cimins Trace Gimins February 5, 2023 Date

Association Representative

San Diego Education Association