

**Settlement Agreement
April 3, 2018**

***In the Matter of Secondary Classroom Teacher Allocation*
SDEA Grievance G-FY16-027**

RECITALS

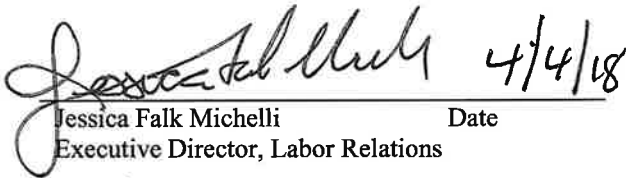
- A. On February 14, 2017, the San Diego Education Association ("SDEA") filed a grievance ("Grievance") in which it alleged the San Diego Unified School District ("District") violated Article 13, section 13.3 of its Collective Negotiation Agreement ("contract") and "other applicable policies, practices, laws and contract sections" when the District directed its secondary school sites that College, Career and Technical Education ("CCTE") teachers were to be included in their respective base allocations for certificated personnel units ("CPUs") if they chose to offer CCTE programs.
- B. This direction from the District resulted from the District's need to make budget cuts, by which it reduced ongoing expenditures by six million dollars (\$6,000,000) annually.
- C. As a result of the inclusion of CCTE teachers in secondary sites' base allocations, a number of SDEA members were displaced from their positions, the total number of teaching positions in the District was reduced, and SDEA members were laid off by the District. SDEA contends these positions must be restored.
- D. The District, for its part, disputes that it violated any portion of the SDEA contract; including, but not limited to, Article 13, section 13.3. The District, further, contends that there is nothing in the SDEA contract and nothing dictated by past practice which required or requires the District to allocate CCTE teachers in addition to the base allocation for CPUs set forth in Article 13, section 13.3 of the contract.
- E. This matter is currently set for arbitration on April 24, 2018. Both the District and SDEA, each recognizing the potential for an adverse decision, desire to resolve the Grievance in accordance with the terms and conditions set forth in this Settlement Agreement.

BASED ON THE FOREGOING, IT IS HEREBY AGREED AS FOLLOWS:

1. The aforementioned Recitals are incorporated herein by reference.
2. In order to resolve the Grievance in its entirety, and in exchange for the dismissal and release provided for below, the District agrees to make a one-time payment in the sum of six million dollars (\$6,000,000), calculated as the value of one year's savings realized by the District as a result of the inclusion of CCTE teachers in school site base allocations, which shall be distributed as follows:
 - A. To regular contract SDEA unit members employed by the District as of June 30, 2018, on a pro rata basis calculated at one percent (1%) of each member's base salary rate in effect on June 30, 2018, to be paid no later than August 1, 2018.
 - B. To non-regular contract unit members employed by the District as of June 30, 2018, calculated at one percent (1%) of the unit member's 2017-2018 wages earned by June 30, 2018 and paid no later than July 10, 2018. The one percent (1%) shall be paid no later than August 1, 2018.

3. In exchange for the payment identified above, SDEA for itself and each of its members, agrees to dismiss the Grievance and release the District from any and all claims, present or future, relating to the inclusion of CCTE teachers in school site base allocation of CPUs; including but not limited to, specifically, any claim that inclusion of CCTE teachers in any school site's base allocation violates Article 13, section 13.3 or any other provision of the contract or constitutes an unfair labor practice charge.
4. This Agreement is non-precedential and only addresses the allegations and facts of this Grievance No. FY16-027.
5. 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.
6. For the purposes of this Agreement, there is no prevailing party.
7. This Agreement may be signed in counterparts, such that signatures appear on separate signature pages. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement.

For the District:

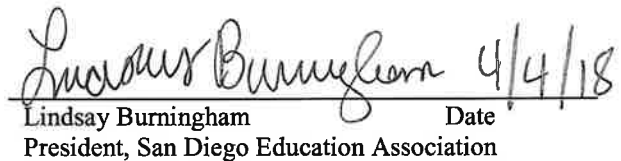
 4/4/18

Jessica Falk Michelli Date
Executive Director, Labor Relations

 4/4/18

Acacia Thede Date
Executive Director, Human Resources

For the Association:

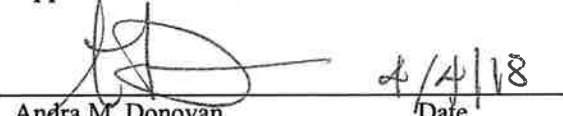
 4/4/18

Lindsay Burningham Date
President, San Diego Education Association

 4/4/18

Erin Clark Date
Organizer, San Diego Education Association

Approved as to form:

 4/4/18

Andra M. Donovan Date
General Counsel