

- **Red, bold, underlined** = New language SDEA is proposing
- **Red strikethrough** = Language SDUSD proposed that SDEA is rejecting
- **Black, bold, underlined** = Language SDUSD proposed that SDEA is accepting

GRIEVANCE SETTLEMENT AGREEMENT

PROPOSAL FROM THE SAN DIEGO EDUCATION ASSOCIATION **TO** **THE SAN DIEGO UNIFIED SCHOOL DISTRICT**

SDUSD Proposal Passed December 9, 2024 [via email]
SDEA Proposal Passed January 15, 2025 [via email]

Grievance No. G-FY23-007

The San Diego Unified School District (“District”) and the San Diego Education Association (“SDEA”) bargaining unit, on behalf of Education Specialists: Mild/Moderate and Education Specialists: Moderate/Severe (“Grievant”), collectively referred to as the “Parties,” have reached this Grievance Settlement Agreement (“Agreement”) regarding caseload overages in the 2023-2024 and 2024-2025 school years.

The Parties desire to resolve this grievance amicably at the lowest level and to avoid the costs associated with arbitration. Accordingly, the Parties mutually agree to resolve the dispute, without reaching the merits of the grievance, with the terms set forth below:

1. Documented Caseload Overages in the 2023-2024 School Year

1.1. An Education Specialist: Mild/Moderate who was the assigned case manager (as defined in Section 29.1.1.4 of the Parties’ CBA) for more than twenty (20) students (or the proportional amount for partial FTEs) shall be compensated:

1.1.1. Two (2) hours at the Additional Hourly Classroom Assignment rate (Appendix A, Section 7.013) per week for each student over caseload when the overage extended for more than ten (10) consecutive workdays, the site did not have sufficient staff to maintain all Education Specialists: Mild/Moderate at a caseload of twenty (20) or below, and the case manager did not receive support from the Compliance Team; or

1.1.2. One (1) hour at the Additional Hourly Classroom Assignment rate (Appendix A, Section 7.013) per week for each student over caseload when the overage extended for more than ten (10) consecutive workdays, the site did not have sufficient staff to maintain all Education Specialists: Mild/Moderate at a caseload of twenty (20) or below, and the case manager did receive support from the Compliance Team.

1.2. An Education Specialist: Mild/Moderate (Spec Day Class) who was the assigned case manager (as defined in Section 29.1.1.4 of the Parties’ CBA) for more than twelve (12) students shall be compensated:

1.2.1. Two (2) hours at the Additional Hourly Classroom Assignment rate (Appendix A, Section 7.013) per week for each student over caseload when the overage extended for more than ten (10) consecutive workdays, the site did not have sufficient staff to maintain all Education Specialists: Mild/Moderate (Spec Day Class) at a caseload of twelve (12) or below, and the case manager did not receive support from the Compliance Team; or

- ~~four (24) assigned students.~~
- ~~1.6.3. Educational Specialists shall be compensated one (1) monthly stipend per month based on the week(s) within the month with the highest reported caseload overage.~~
- 1.6.4. ~~Stipends shall be issued for the months of September 2023 through June 2024.~~
- 1.7. **Education Specialists identified as meeting the criteria in Section 1.1, 1.2 and 1.3~~2~~ above are listed in Exhibit A. An Education Specialist who is not included in Exhibit A (or believes the information listed in Exhibit A is incorrect), but who can demonstrate they meet the above criteria, shall provide evidence to the District by ~~March~~January 31, 2025 via the 2023-2024 Caseload Grievance Appeal Form.**
- 1.7.1. **Unit members listed in Exhibit A shall be paid no later than February 28, 2025.**
- 1.7.2. **In consultation with SDEA, if the District finds the evidence satisfactory, the District will notify the educator and process any compensation accordingly.**
- 1.7.3. **In consultation with SDEA, if the District finds the evidence unsatisfactory, the District will notify the educator via email. This email shall include the rationale for the appeal denial.**
2. **Process for Addressing Caseload Overages in the 2024-2025 School Year**
- 2.1. **The Parties agree to implement the following process to remedy caseload overages that occur due to the reassignment of students from a leave of absence or vacancy in the 2024- 2025 school year:**
- 2.1.1. **Education Specialist: Mild/Moderate. When an Education Specialist: Mild/Moderate is on a leave of absence, or when a site has an Education Specialist: Mild/Moderate vacancy, the site shall:**
- 2.1.1.1. **Request IEP management facilitation from the designated Special Education Area Program Manager; and**
- 2.1.1.2. **Request a Visiting Teacher or Retired Visiting Teacher, as appropriate, through the SAMS system in order to provide Specialized Academic Instruction until the vacancy is filled and/or the educator on leave of absence returns.**
- 2.1.1.3. **When an Education Specialist: Mild/Moderate is the case manager for twenty-one (21) or more students for more than ten (10) consecutive work days and the site has balanced students between case managers, the educator shall receive a stipend as defined in Section 1.1~~2~~.1 above. This payment will continue unless and until the case manager's caseload is returned to twenty (20) or below. Stipends shall be issued for the ~~weeks of September 26, 2024 through May 26, 2025~~ months of September 2024 through May 2025.**
- 2.1.2. **Education Specialist: Mild/Moderate (Spec Day Class). When an Education Specialist: Mild/Moderate (Spec Day Class) is on a leave of absence, or when a site has an Education Specialist: Mild/Moderate (Spec Day Class) vacancy, the site shall:**
- 2.1.2.1. **Request IEP management facilitation from the designated Special Education Area Program Manager; and**
- 2.1.2.2. **Request a Visiting Teacher or Retired Visiting Teacher, as appropriate, through the SAMS system in order to provide Specialized Academic Instruction until the vacancy is filled and/or the educator on leave of absence returns.**
- 2.1.2.3. **When an Education Specialist: Mild/Moderate (Spec Day Class) is the case manager for thirteen (13) or more students for more than ten (10) consecutive work days and the site has balanced students**

between case managers, the educator shall receive a stipend as defined in Section 1.2.1 above. This payment will continue unless and until the case manager's caseload is returned to twelve (12) or below. Stipends shall be issued for the weeks of August 26, 2024 through May 26, 2025

- 2.1.3. Education Specialist: Moderate/Severe: When an Education Specialist: Moderate/Severe is on a leave of absence, or when a site has an Education Specialist: Moderate/Severe vacancy, the site shall:
 - 2.1.3.1. Request IEP management facilitation from the designated Special Education Area Program Manager; and
 - 2.1.3.2. Request a Visiting Teacher or Retired Visiting Teacher, as appropriate, through the SAMS system in order to provide Specialized Academic Instruction until the vacancy is filled and/or the educator on leave of absence returns.
 - 2.1.3.3. When an Education Specialist: Mild/Moderate Special Day or Education Specialist: Moderate/Severe is the case manager for thirteen (13) or more students for more than ten (10) consecutive work days and the site has balanced students between case managers, the educator shall receive a stipend as defined in Section 1.3.12.2 above. This payment will continue unless and until the case manager's caseload is returned to twelve (12) or below. Stipends shall be issued for the weeks of August 26, 2024 through May 26, 2025 months of September 2024 through May 2025.
- 2.1.4. An Education Specialist who had a full caseload and provided IEP services to additional student(s) for whom they were not the assigned case manager (as defined in Section 29.1.1.4 of the Parties' CBA) beginning August 26, 2024 shall be compensated at the rates set forth above in remedy Sections 1.1.1, 1.2.1 and 1.3.1.
- 2.2. Overages that occur for a reason other than a leave of absence or vacancy shall be remedied at the site level.
 - 2.2.1. If, during the 2024-2025 academic year, a site has sufficient Education Specialist staffing to maintain all Education Specialists at their respective caseloads, but Education Specialists willingly decide to form alternative caseloads to better serve the students, even if it means exceeding the maximum caseload cap established in the contract, then such Education Specialists would be precluded from the remedies outlined in Section 2.1 above, and may be precluded from a grievance regarding caseload overages. Any concerns arising from such alternative caseloads should be addressed at the site level.
- 2.3. No later than June 30, 2025, the District shall release Exhibit B which shall include Education Specialists identified as meeting the criteria in Section 2.1.1, 2.1.2 and 2.1.3 above for the 2024-2025 school year. An Education Specialist who is not included in Exhibit B (or believes the information listed in Exhibit B is incorrect), but who can demonstrate they meet the above criteria, shall provide evidence to the District by September 30, 2025 via the 2024-2025 Caseload Grievance Appeal Form.
 - 2.3.1. Unit members listed in Exhibit B shall be paid no later than June 30, 2025.
 - 2.3.2. In consultation with SDEA, if the District finds the evidence satisfactory, the District will notify the educator and process any compensation accordingly.
 - 2.3.3. In consultation with SDEA, if the District finds the evidence unsatisfactory, the District will notify the educator via email. This email shall include the rationale for the appeal denial.

- 2.4. The Joint Special Education Committee outlined in Section 29.2 of the Parties' CBA shall review, discuss, and problem solve the process outlined in this Section throughout the 2024-2025 school year.
3. SDUSD shall make every effort possible to recruit and hire new Education Specialists into the District.
4. This Agreement settles G-FY23-007 in their entirety, and any current or future demand for arbitration is irrevocably waived as of the date of this fully executed Agreement.
5. This Agreement is non-precedential and only addresses the allegations and facts of this Grievance.
6. 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.
7. For the purposes of this Agreement, there is no prevailing party.