

GRIEVANCE SETTLEMENT AGREEMENT
August 29, 2023

Grievance No. G-FY22-025

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 2022-2023 school year.

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 2022-2023 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 site 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 site 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 site did not receive support from the Compliance Team; or
 - 1.2.2. 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 (Spec Day Class) at a caseload of twelve (12) or below, and the site did receive support from the Compliance Team.

- 1.3. An Education Specialist: Moderate/Severe 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:
 - 1.3.1. 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: Moderate/Severe at a caseload of twelve (12) or below, and the site did not receive support from the Compliance Team; or
 - 1.3.2. 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: Moderate/Severe at a caseload of twelve (12) or below, and the site did receive support from the Compliance Team.
- 1.4. Education Specialists identified as meeting the criteria in Section 1.1, 1.2, or 1.3 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 October 31, 2023 via the [2022-2023 Caseload Grievance Appeal Form](#).
 - 1.4.1. In consultation with SDEA, if the District finds the evidence satisfactory, the District will notify the educator and process any compensation accordingly.
 - 1.4.2. 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. Services to Unassigned Students between August 29, 2022 through October 21, 2022
 - 2.1. 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) between August 29, 2022 through October 21, 2022, shall provide evidence to the District by October 31, 2023 via the [2022-2023 Caseload Grievance Appeal Form](#).
 - 2.2. In consultation with SDEA, if the District finds the evidence satisfactory, the educator shall be compensated:
 - 2.2.1. Two (2) hours at the Additional Hourly Classroom Assignment rate (Appendix A, Section 7.013) per week for each unassigned student over their respective caseload when the services extended for more than ten (10) consecutive workdays, the site did not have sufficient staff to maintain all Education Specialists at their respective caseload, and the site did not receive support from the Compliance Team; or
 - 2.2.2. One (1) hour at the Additional Hourly Classroom Assignment rate (Appendix A, Section 7.013) per week for each unassigned student over their respective caseload when the services extended for more than ten (10) consecutive workdays, the site did not have sufficient staff to maintain all Education Specialists at their respective caseload, and the site did receive support from the Compliance Team.

2.3. The terms of this Agreement shall also apply to, and constitute a settlement of, G-FY22-006/ARB-22-0196, in accordance with Exhibit B.

3. Process for Addressing Caseload Overages in the 2023-2024 School Year

3.1. 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 2023-2024 school year:

3.1.1. Education Specialist: Mild/Moderate

3.1.1.1. 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:

3.1.1.1.1. Request IEP management support from the Special Education Compliance Team; and

3.1.1.1.2. 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.

3.1.1.2. If the site is unable to obtain a Visiting Teacher and/or support from the Compliance Team, support may be provided by an Education Specialist who volunteers to temporarily become a case manager for student(s) at another school, as follows:

3.1.1.2.1. The District shall identify case managers who have a caseload of sixteen (16) or lower (or the proportional amount for partial FTEs) and who have not been assigned initial academic assessments that could result in their caseload going over eighteen (18).

3.1.1.2.2. The District shall seek volunteers from the list to support the site with the overage.

3.1.1.3. If support is not provided through Sections 3.1.1.1 and/or 3.1.1.2 above, the impacted case manager shall be eligible for an alternative remedy.

3.1.2. Education Specialist: Moderate/Severe

3.1.2.1. 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:

3.1.2.1.1. Request IEP management support from the Special Education Compliance Team; and

3.1.2.1.2. 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.

3.1.2.2. If support is not provided through Section 3.1.2.1 above, the impacted case manager shall be eligible for an alternative remedy.

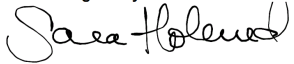
- 3.2. Overages that occur for a reason other than a leave of absence or vacancy shall be remedied at the site level.
- 3.3. If, during the 2023-2024 academic year, a site has sufficient Education Specialist staffing to maintain all Education Specialists at their respective caseloads, but Education Specialists 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 3.1 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.
- 3.4. 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 2023-2024 school year.

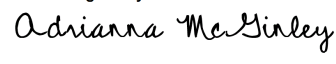
This Agreement settles G-FY22-025 and G-FY22-006/ARB-22-0196 in their entirety, and any current or future demand for arbitration is irrevocably waived as of the date of this fully executed Agreement.

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

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.

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

DocuSigned by:

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Sara Holerud
Field Organizer
San Diego Education Association
August 30, 2023
Date

DocuSigned by:

F5BF93ABE969409...
Adrianna McGinley
Labor Relations Specialist
San Diego Unified School District
August 30, 2023
Date