

**OAK GROVE SCHOOL DISTRICT  
AND  
OAK GROVE EDUCATORS ASSOCIATION**

**RESOURCE TEACHER CASELOAD  
GRIEVANCE SETTLEMENT**

On June 26, 2014, the Oak Grove Educators Association (OGEA) and the Oak Grove School District (District) reached this Agreement to resolve the Resource Teacher Caseload Grievances numbered 02/03 and 04/04.

**BACKGROUND AND RELEVANT FACTS**

In February 2014, OGEA filed Grievance #02/03 with Ryan Haven, principal of Edenvale School, alleging that the District had violated the collective bargaining agreement by assigning too many students to RSP teachers.

On February 3, 2014, OGEA President, Josie Carrillo-Johnson, met with District Assistant Superintendent, Andy Garcia, to discuss and attempt to resolve Grievance #02/03. The parties were unable to resolve Grievance #02/03 on February 3, 2014, and scheduled another meeting on February 24, 2014. Edenvale Principal, Ryan Haven, participated in the February 24, 2014 meeting. The parties were unable to resolve Grievance #02/03 on February 24, 2014.

On February 25, 2014, Dana Johnson, OGEA Grievance Chair, filed Level I Grievance #02/03 alleging that the District violated the collective bargaining agreement, Section 15.10 Resource Specialist Teacher Caseload by "exceeding Resource Specialist caseload beyond 28." Grievance #02/03 is incorporated into this Agreement and attached as Attachment A.

The District and OGEA scheduled an informal conference for March 18, 2014 to discuss and attempt to resolve Grievance #02/03. The parties mutually agreed to reschedule the informal conference and meet on April 3, 2014 to discuss and attempt to resolve Grievance #02/03. Andrew Garcia, District Assistant Superintendent, Josie Carrillo-Johnson, OGEA President, and Dana Johnson, OGEA Grievance Chair, attended the April 3, 2014 meeting.

On April 9, 2014, OGEA President Josie Carrillo-Johnson, OGEA Grievance Chair Dana Johnson, and OGEA Grievance Committee member Bob Prola filed Grievance #04/04 with Julie Hing-Pacheco, Director of Special Education, alleging the District violated Article 4: Waiver Procedures of the collective bargaining agreement between the District and OGEA by failing "to submit waivers for OGEA's approval for exceeding caseload limit of 28 for RSP, for the years 2013-2014, 2012-2013, and 2011-2012." Grievance #04/04 is incorporated into this Settlement Agreement and attached as Attachment B.

Prior to June 12, 2014, collective bargaining agreement Section 15.10 read, "The caseload for resource teachers shall comply with guidelines established by the SELPA. No resource specialist or teacher shall have a caseload that exceeds the maximum established by Education Code Section 56362." After June 12, 2014, collective bargaining agreement section 15.10 reads, "The caseload for resource teachers shall comply with guidelines established by the SELPA. No resource specialist or teacher shall have a caseload that exceeds 28 to 1."

During the 2011-2012, 2012-2013, and 2013-2014 school years, collective bargaining agreement section 4.4 read, "If the waiver involved an adjustment to the collective agreement, the waiver does not become effective until the waiver is approved in writing by the Association and the District Governing Board."

### **SETTLEMENT AGREEMENT**

The District and OGEA desire to resolve all disputes between them and to avoid incurring further costs and expenses related to this matter. This release and waiver applies to all claims raised or those that could have been raised in this grievance. This settlement of this dispute is not, in any way, an admission of liability, fault, or wrongdoing on the District's or OGEA's part.

The parties agree to settle grievances #02/03 and #04/04 as follows:

1. OGEA agrees to withdraw with prejudice Grievances #02/03 and #04/04.
2. Effective on the first unit member workday of the 2014-2015 school year, the District agrees to train District administrators about the correct interpretation and implementation of Education Code Section 56362 and current collective bargaining agreement Section 15.10.
3. Effective on the first unit member workday of the 2014-2015 school year, the District agrees to implement collective bargaining agreement Section 15.10, which states, "The caseload for resource teachers shall comply with guidelines established by the SELPA. No resource specialist or teacher shall have a caseload that exceeds 28 to 1."
4. Effective on the first unit member workday of the 2014-2015 school year, the District agrees to monitor resource specialist or teacher caseloads on a monthly basis and to maintain resource specialist or teacher caseload records demonstrating that resource specialist or teacher caseloads do not exceed 28 to 1.
5. In this Settlement Agreement, the phrase "Resource Specialist or Teacher" shall be defined by Education Code Section 56362 and

referred to in Section 15.10 of the collective bargaining agreement. To the extent possible and practicable, the District agrees to do its best to avoid assigning resource specialist or teachers to cover a class assigned to another teacher. In the event the District must assign a resource specialist or teacher to cover a class assigned to another teacher, the District shall compensate that resource specialist or teacher at the rate of \$90.00 per day for the extra duties performed beyond that unit member's regular duties. The District shall not assign a resource specialist or teacher to cover a class assigned to another teacher on more than four (4) days during any school year.

6. Without establishing a past practice or agreeing that collective bargaining agreement Section 15.4: Pupil Placement Funds applies to the resource specialist or teachers covered by Section 15.10, the District and OGEA agree the District shall compensate the affected resource specialist or teachers at the rate of \$10.00 per day for the 29th student assigned to the resource specialist or teacher's workload. With the same understanding, the District and OGEA agree the District shall compensate the affected resource specialist or teachers at the rate of \$20.00 per day for the 30th and additional students assigned to the resource specialist or teacher's workload.

Because the number of students in each teacher's caseload changes several times during the year, and the parties lack the official records necessary to determine each RSP teacher's specific caseload on each day during 2011-2012, 2012-2013, and 2014-2015, the District and OGEA agree to base the calculation of PPF on the Santa Clara County, Southeast SELPA Student List by Site Reports issued on (a) December 1, 2011 and April 1, 2012, (b) December 1, 2012 and April 1, 2013, and (c) December 1, 2013 and April 2014. The payments shall be calculated and paid for the 2011-2012 first and second semester, the 2012-2013 first and second semester, and the 2013-2104 first and second semester.

The District and OGEA acknowledge that Section 15.4.3 of the 2013-2014 collective bargaining agreement states, "The District's obligation to pay excess pupil placement funds shall not exceed three thousand dollars (\$3,000) per classroom."

The District and OGEA have prepared a chart that includes the bargaining unit members' names, the Santa Clara County, Southeast SELPA Student List by Site Reports issued on (a) December 1, 2011 and April 1, 2012, (b) December 1, 2012 and April 1, 2013, and (c) December 1, 2013 and April 2014, and the dollar amount the District shall pay to each affected unit member. That chart is attached

to this Settlement Agreement as Attachment C and incorporated into this Agreement. No later than August 1, 2014, the District shall pay to each affected unit member the appropriate dollar amount stated on Attachment C.

7. The parties agree that this Agreement has no precedential value. This Agreement shall not be used as evidence in a legal proceeding of any kind against the District by OGEA except to enforce the terms of this Agreement. OGEA agrees that this Agreement shall not create a past practice and shall not be used as evidence in any grievance, arbitration, unfair labor practice, or any other legal action.
8. OGEA and its unit members shall file no other grievances, unfair practice charges, or other causes of action relating to the facts and legal theories raised in Grievances #02/03 and #04/04, the subject of this Agreement.
9. OGEA warrants that no promise, inducement, or agreement not expressed in this Agreement has been made to them in connection with this Agreement.
10. The District warrants that no promise, inducement, or agreement not expressed in this Agreement has been made to the District in connection with this Agreement.
11. The District and OGEA also agree to all of the following:
  - a. This Agreement constitutes the entire agreement among the parties. The terms of the Agreement are contractual and not a mere recital.
  - b. The parties shall bear their own costs and attorneys' fees, and no party shall be deemed to be a prevailing party for any purposes with respect to negotiating and executing this Agreement.
  - c. If any party to this Agreement resorts to a contract action to enforce this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees, in addition to any other relief to which the party may be entitled.
  - d. This Agreement can be modified by a written document signed by both parties.
  - e. The parties execute this Agreement knowingly, freely, voluntarily, and with full knowledge of its legal consequences.

Each party acknowledges that it has had the opportunity to review and consider this matter with legal counsel of its choice before executing this Agreement.

- f. This Agreement shall be construed and enforced pursuant to the laws of the State of California.
- g. If any part of this Agreement is determined to be illegal, invalid, or unenforceable, the remaining parts shall not be affected, and the illegal, invalid, or unenforceable parts shall be deemed not to be part of this Agreement.

Date: \_\_\_\_\_

\_\_\_\_\_  
Josie Carrillo Johnson  
OGEA President

Date: \_\_\_\_\_

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Andrew Garcia  
Assistant Superintendent  
Oak Grove School District