

**STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD**



GROSSMONT EDUCATION ASSOCIATION,

Charging Party,

v.

GROSSMONT UNION HIGH SCHOOL
DISTRICT,

Respondent.

Case No. LA-CE-7086-E

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into by and between the Grossmont Education Association, CTA/NEA ("GEA") and the Grossmont Union High School District ("District") (collectively, the "Parties" and each separately, a "Party")

WHEREAS, on November 7, 2025, GEA filed its unfair practice charge ("Charge") in the above-referenced matter, alleging that District violated the Educational Employment Relations Act ("EERA").

WHEREAS, on February 9, 2026, the District filed a position statement in response to the Charge.

WHEREAS, on March 6, 2026, PERB issued a Complaint based on GEA's Charge and, on March 26, 2026, the District answered the Complaint, denying the allegations and asserting various defenses.

WHEREAS, the Parties enter into this Agreement in good faith and with the mutual desire to avoid the cost and expense associated with continued litigation of the Charge.

NOW THEREFORE, in the interests of promoting harmonious labor relations and to avoid the uncertainty, inconvenience, and expense of further litigation, and in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. Upon full execution of the Agreement and ratification by the District's Governing Board, GEA shall request that all hearing dates be taken off calendar. Two days after the District has offered reinstatement as described in Paragraph 2, GEA shall submit a withdrawal, with prejudice, of the Charge in PERB Case No. LA-CE-7086-E.

GEA moreover agrees that it shall release the District from all grievances or claims belonging to GEA arising from or related to the allegations of the Charge and/or Complaint through the date of this Agreement. This release does not extend to any claim belonging individually to any bargaining-unit member or other individual, including without limitation any of the Librarians, defined in Paragraph 2.

2. The District agrees that it shall rescind the Reduction In Force dated February 27, 2025, Resolution No. 2025-28 and the resulting involuntary transfers, solely as to the nine (9) "Library Media Specialists," in the manner described in this Paragraph.

Reinstatement: On or by October 21, 2026, the District shall offer each of the following nine (9) persons (each a "Librarian" and collectively, the "Librarians") reinstatement in writing to the same Librarian Media Specialist position, at the same school site, with the materially same duties at the same full-time equivalency that he or she held during the 2024-25 school year, effective the first day of the 2027-28 school year (the "Reinstatement Date"):

Thea Bachmann
Jason Balistreri
Jodie Boeger
Tania Jackson
Stephanie Macceca

Chansamone O'Meara
Nicole SaBell
Suzanne Sannwald
Angela Scott

Santana High School; Dept. Chair Stipend
Mt. Miguel High School; Dept. Chair Stipend
Grossmont High School; Dept. Chair Stipend
El Cajon Valley H.S.; Dept. Chair Stipend
Valhalla High School; Dept. Chair Stipend
(union leave at rate of pay consistent with
reinstatement; reinstatement upon end of
union leave if during Protected Period; District
may backfill position before then)
El Capitan High School; Dept Chair Stipend
Monte Vista High School; Dept. Chair Stipend
West Hills High School; Dept. Chair Stipend
Granite Hills High School; Dept. Chair Stipend

Each Librarian shall have seven (7) calendar days after receiving the offer to accept or decline it in writing. If a Librarian declines or does not respond, the District's obligations to that Librarian under this Paragraph end, but no other right under this Agreement is affected. Upon reinstatement, each Librarian shall be restored to the

status he or she would have held had the 2025 Reduction in Force never occurred and had he or she remained continuously employed as a Library Media Specialist from July 1, 2025 through the Reinstatement Date, including salary step credit, offer of (and right to) 2027 and 2028 summer school sessions in a Library Media Specialist position, and layoff seniority (as modified by Paragraph 3 below). The District makes no representation or warranty regarding any Librarian's retirement benefits or service credit. This Paragraph is intended solely to memorialize the status quo ante before the above-referenced Reduction in Force, and is not intended to expand or otherwise modify those rights beyond what is provided for in the then-operative CBA. In the event that the GEA and District has modified or may modify the CBA in the future, the most current version of the CBA shall control.

The Parties understand and expressly agree that the Librarians' reinstatement of their pre-RIF positions shall include restoration of their prior work schedules, with no preparation period and associated 10% stipend as required by the operative CBA, Article 2 (IV), and the Department Chair Stipend per the operative CBA, Article 4 (F). The Parties understand and agree that no other stipend a Librarian may have received before the 2025 RIF is restored by this Agreement. Any such any other stipend or opportunity for additional compensation shall instead remain available to the Librarian(s) on the same basis as other eligible employees, subject to the District's ordinary practices and procedures governing the award of stipends and/or opportunities for additional compensation.

Protected Period: From the Reinstatement Date through June 30, 2029, the District shall not, directly or indirectly, take any of the following actions against a reinstated Librarian: demote, lay off, reduction in force, non-reemployment, reduction in FTE or compensation, involuntarily transfer or reassignment to another position or school site, or any material reduction in his or her librarian duties. This restriction does not apply to (a) a transfer or change in assignment the Librarian requests or voluntarily agrees to in writing, or (b) discipline or dismissal for cause subject to the collective bargaining agreement or the Education Code.

After the Protected Period: Nothing in this Agreement limits any rights the District may otherwise have under applicable law or the collective bargaining agreement between the District and GEA regarding employment actions involving the Librarians that take effect on or after July 1, 2029. Thus, the Parties understand and agree that the District maintains the right to initiate a 2029/2030 layoff affecting the Librarians in its discretion, including the right to issue a preliminary notice by March 15, 2029, and final notice by May 15, 2029, as required by Education Code sections 44949 and 44955.

3. Through this Agreement, GEA and the Librarians shall receive no backpay, damages, penalties, or other make-whole relief as a result of the reinstatement described in Paragraph 2. This paragraph addresses only relief arising under this Agreement and the PERB proceeding and does not waive, limit, offset, satisfy, or otherwise affect any damages or other relief sought by any Librarian in *Bachmann v. Grossmont Union High School District* (San Diego Superior Court Case No. 26CU019526C) (the "Bachmann Lawsuit")

4. GEA and the District acknowledge and agree that GEA is not a party to the proceedings in the litigation filed in the Bachmann Lawsuit. GEA has no authority to compromise any rights or claims in the Bachmann Lawsuit; nothing in this Agreement releases, waives, compromises, limits, satisfies, adjudicates, extinguishes, or otherwise affects any claim, cause of action, right, remedy, defense, damages, attorney's fees, costs, or other relief belonging to any of the Librarians individually, including without limitation any rights or claims presently asserted or that may hereafter be asserted by the named plaintiffs in the Bachmann Lawsuit. GEA has never been, and shall not seek to become, a plaintiff or real party-in-interest in the Bachmann Lawsuit. Nothing in this Agreement shall be construed as an accord and satisfaction of any claim asserted by a Librarian, or as establishing that any Librarian has been made whole for any injury alleged in the Bachmann Lawsuit.

The Parties further acknowledge and agree that the District is entering into this Agreement in the interests of promoting harmonious labor relations and to avoid the uncertainty, inconvenience, and expense of further litigation. Nothing in this Agreement is or may be deemed an admission of fault, liability, wrongdoing, or wrongful intent, on the part of the District, including its officers, Board of Trustees (past and present), agents, and employees, including but not limited to an admission that the District retaliated against, discriminated against, interfered with, or otherwise violated the rights of the GEA or any employee, or that the District engaged in any unfair practice or any wrongful, unlawful, or tortious conduct. The District denies the allegations against it in the Bachmann Lawsuit. All of the District's denials and defenses are fully preserved. This Parties agree that this Agreement shall not be construed as an admission of wrongdoing in the Bachmann Lawsuit and is barred from being used as evidence of wrongdoing on the part of the District. Nothing in this Agreement shall be interpreted or construed as a waiver of the District's rights to defend itself, or other rights as provided by state or federal law.

5. The District shall not retaliate against any Librarian because of their participation in the PERB proceeding, the negotiation or implementation of this Agreement, the Bachmann Lawsuit, or the exercise of any rights protected by law.

Nothing in this paragraph limits any protections otherwise available under applicable law. The Librarians are intended third-party beneficiaries of this provision.

6. The Parties represent that they know and understand the contents of this Agreement, and that this Agreement has been executed voluntarily. The Parties each further represent that they have had an opportunity to consult with an attorney of their choosing and that they have been fully advised by their attorney with respect to their rights and obligations under this Agreement.

7. This Agreement does not constitute an admission of wrongdoing, contract or statutory violation, or liability on the part of either Party; nor does it constitute or create an obligation by either Party to bargain over matters that might otherwise be considered a management right, or constitute a waiver by either Party of its right to bargain over matters they would otherwise have the right to bargain over.

8. The Parties specifically acknowledge and agree that this Agreement is a compromise which shall not operate as, nor be considered as evidence of, a practice or past practice of the District or of a precedent in the future. This Agreement is non-precedent setting and is inadmissible as evidence of such. Nothing herein is intended to expand or restrict the admissibility of this Agreement or settlement communications beyond applicable law. Notwithstanding Paragraph 4, this provision does not prohibit any party or nonparty from offering otherwise admissible evidence concerning actions taken by the District, including entering this Agreement and restoring or reinstating the Library Media Specialist Positions and/or the Librarians, to the extent admissible for a purpose permitted by law.

9. If any part of this Agreement is deemed void or unenforceable as a matter of law, the remainder shall remain in force and effect.

10. This Agreement may be executed with electronic signatures and in parts with multiple signature pages. This Agreement shall be deemed executed on the date the Parties sign this Agreement, and if these dates differ, on the date of the latter signature.

11. **Acknowledgment Regarding Limitations on Individual Claims.** GEA acknowledges and agrees that the conduct alleged in the Charge and Complaint — including the February 27, 2025, reduction in force, the vote to approve the layoff on May 8, 2025, and the resulting involuntary transfers in August 2025 — occurred more than six months before the date of this Agreement, and that the Educational Employment Relations Act bars PERB from issuing a complaint on any charge based on an unfair practice occurring more than six months before the charge is filed. GEA

further acknowledges and agrees that it is aware of no equitable, statutory, or other legal basis — including any basis for tolling, continuing violation, or delayed accrual — that would permit any Librarian to file or maintain a timely individual unfair practice charge against the District under the Educational Employment Relations Act arising from the matters alleged in the Charge or Complaint. GEA represents that it has not advised, encouraged, or assisted, and will not advise, encourage, or assist, any Librarian in filing such a charge. The Parties acknowledge that the District is relying on this acknowledgement as a material inducement to enter into this Agreement.

12. This Agreement is subject to ratification by the Governing Board of the District.

IN WITNESS WHEREOF, authorized representatives of the Parties have executed this Agreement on the dates indicated below.

EXECUTION BY THE PARTIES.

For Charging Party:

Signed by: Stephanie Maccuca 10/20/2026
3C7084310F7E4FD...
 Stephanie Maccuca Date
 President, Grossmont Education
 Association, CTA/NEA

For Respondent:

Kirsten Vital Brulte Date
 Superintendent
 Grossmont Unified High School District

APPROVED AS TO FORM:

Joshua Adams 10/20/2026
 Date
 Gilbert & Sackman, ALC
 Counsel to Grossmont Education
 Association, CTA/NEA

Patricia Weaver Date
 Fagen, Friedman, and Fulfroft, LLP
 Counsel to Grossmont Union High School
 District

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For Charging Party:

Signed by: Stephanie Macceca 10/20/2026
3C7084310F7E4FD...
 Stephanie Macceca Date
 President, Grossmont Education
 Association, CTA/NEA

For Respondent:

Kirsten Vital Brulte 10/21/2026
 Kirsten Vital Brulte Date
 Superintendent
 Grossmont Unified High School District

APPROVED AS TO FORM:

Joshua Adams 10/20/2026
 Joshua Adams Date
 Gilbert & Sackman, ALC
 Counsel to Grossmont Education
 Association, CTA/NEA

Patricia Weaver 10/21/2026
 Patricia Weaver Date
 Fagen, Friedman, and Fulfroft, LLP
 Counsel to Grossmont Union High School
 District