## RESOLUTION BETWEEN THE SAN DIEGO UNIFIED SCHOOL DISTRICT & THE SAN DIEGO EDUCATION ASSOCIATION

## REGARDING THE IMPLEMENTATION OF ELEMENTARY ENRICHMENT & PREPARATION TIME IN THE 2024-2025 SCHOOL YEAR

## February 11, 2025

The San Diego Unified School District ("District") and the San Diego Education Association ("SDEA"), collectively referred to as the "Parties," have reached this resolution regarding the Implementation of Preparation Time for the 2024-2025 school year.

The Parties desire to resolve issues related to the implementation of preparation time amicably at the lowest level and to avoid the costs associated with formal grievances and/or arbitration. Accordingly, the Parties mutually agree to resolve issues, without reaching the merits of a grievance, with the terms set forth below:

- 1. <u>Vacancies and Leaves of Absence</u>. If a full or partial vacancy or leave of absence occurred for a site-based enrichment teacher and/or VAPA enrichment teacher during any part of the 2024-2025 school year, the following remedies shall be used to ensure educators receive their contracted amount of preparation time as defined in Sections 8.6.4.3 and 8.6.5.3 of the Parties' CBA:
  - 1.1. The assigned supervisor will request a site-preferred Visiting Teacher through the SAMS system in order to provide preparation time per the school site's preparation time schedule until the vacancy is filled and/or the educator on leave of absence returns.
  - 1.2. In the event that an assigned supervisor does not have a site-preferred Visiting Teacher, the assigned supervisor shall request a Visiting Teacher through the SAMS system.
  - 1.3. In the event that a Visiting Teacher does not pick up the SAMS assignment within five (5) days of assignment submission, the assigned supervisor will request Visiting Teacher support from the Human Resources Department. Visiting Teacher staffing shall follow Section 3 of this Agreement.
  - 1.4. The Parties recognize that there may be unanticipated instances when make-up preparation time may be required. Appropriate cumulative make-up time shall be provided for the affected unit member(s) by a Visiting Teacher as soon as feasible, and by the end of the school year. Affected unit member(s) shall collaborate with the Site Preparation Time and Enrichment Advisory Committee ("PTEAC") to determine when make up preparation time is needed, when it will occur, and the number of minutes per make-up block, which may be of less than forty-five (45) minutes if mutually agreed to by the site administrator, enrichment teacher(s), and the affected unit member.
- 2. <u>Elementary Preparation and Enrichment Time Allocation and Schedule Analysis</u>. In the event that a site did or does not have a vacancy or leave of absence but is still unable to meet the required amount of preparation time and/or make-up preparation time for all educators at a site, a Preparation and Enrichment schedule analysis shall

occur.

- 2.1. Site PTEAC retain the ability to assist with the creation of schedules that best fit the needs of the site and shall maximize enrichment instructional minutes to provide the required amount of preparation pursuant to Sections 8.6.4.3 and 8.6.5.3 of the Parties' CBA. This includes, but is not limited to, creating schedules that include transition time and preparation time for the enrichment teacher(s) within the school bell schedule.
- 2.2. In the event that the site's PTEAC is unable to provide make-up preparation time within the timeline indicated in Section 1.3 above based on the current enrichment allocation the following shall occur:
  - 2.2.1. The Area Superintendent, shall review information provided by the Site PTEAC and conduct a schedule analysis to make a recommendation, which may include revision of preparation time schedules, revision of recess and/or lunch bell times, or revision of site-based scheduling practices that impact the delivery of preparation time (i.e. starting preparation after breakfast in the classroom).
  - 2.2.2. If the Preparation and Enrichment schedule analysis finds the site's allocation is insufficient to provide make-up preparation time and there is no site-based remedy to provide the make-up preparation time, the assigned supervisor will request Visiting Teacher support from the Human Resources Department. Visiting Teacher staffing shall follow Section 3 of this Agreement.
- 3. Prep Time and Enrichment Visiting Teacher Pool. Human Resources will create a pool of Visiting Teachers to utilize for preparation time make-ups. The Human Resources Department shall monitor the number of vacancies for site-based enrichment teachers and/or VAPA enrichment teachers to create full-time (1.0) Visiting Teacher assignments to provide preparation time at impacted school sites.
  - 3.1. Staffing shall start with the school sites with the largest vacancy and/or largest amount of make-up preparation needed to meet the contracted amount of preparation time.
  - 3.2. Visiting Teachers assigned by the Human Resources Department shall collaborate with each identified school site to determine the amount of preparation coverage needed per day and/or per week in accordance with the school site's existing elementary preparation and enrichment time schedules, which should include make-up time for regularly scheduled holidays and planned non-instructional days.
  - 3.3. Visiting Teachers shall consult with the site administrator on grade-level appropriate lessons, which may include District provided lessons for physical education available at <a href="https://www.sdusdphysicaleducationhealth.com/">https://www.sdusdphysicaleducationhealth.com/</a>.
- 4. In the interest of collaboration, the Parties agree that prior to filing any grievance related to the Implementation of Elementary Enrichment & Preparation Time or Section 8.6.1 through 8.6.5 of the CBA in the 2024-2025 school year, the Joint District-SDEA Elementary School Preparation and Enrichment Committee ("Committee") shall attempt to resolve the concern. Grievance timelines shall be placed in abeyance while the Committee reviews the concern. The Committee shall have regularly scheduled meetings during the 2024-2025 school year to attempt to resolve any possible elementary preparation time grievances.

- 5. This Resolution Agreement is enforceable through Article 15.
- 6. This Agreement is non-precedential and only addresses the issues reviewed by the Committee.
- 7. 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.
- 8. For the purposes of this Agreement, there is no prevailing party.

For SDUSD:	For SDEA:		
Jessica Falk Michelli February 12, 2025	Lyle Weinberg	February 12,	2025
Jessica Falk Michelli Executive Director, Labor Relations & Assistant General Counsel	Dr. Kyle Weinberg SDEA President		
DocuSigned by:  Now De Wiff February 11, 2025  Nicole Dewitt  Interim Deputy Superintendent	Docusigned by:  Sobbitscassboact  Sara Holerud  SDEA Organizer	February 11,	2025
internit Deputy Superintendent	Signed by:  Yumborly a allard  AA9E3D87AD97401  Kimberly Allard  Enrichment Teacher	February 11,	2025
	Signed by:  Undra Wodarczyk  Andrea Włodarczyk  VAPA Teacher	February 12,	2025
	Signed by:  63B43D412DA4482.  German Mendoza  VAPA Teacher	February 11,	2025