

**SIDE LETTER
BY AND BETWEEN
THE SAN DIEGO UNIFIED SCHOOL DISTRICT
&
THE SAN DIEGO EDUCATION ASSOCIATION**

**IMPLEMENTATION OF ELEMENTARY ENRICHMENT & PREPARATION TIME IN
THE 2024 SCHOOL YEAR**

July 2, 2024

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

WHEREAS, Section 8.6.4.3 of the Collective Bargaining Agreement (“CBA”) will be fully implemented beginning in 2024-2025; and

WHEREAS, the Parties acknowledge the impacts to elementary enrichment and preparation time programs, as well as both classroom and enrichment teachers.

NOW, THEREFORE, the Parties agree to the following:

1. Implementation of CBA Section 8.6.4.3 in the 2024-2025 school year:
 - 1.1. Elementary preparation and enrichment time schedules should include make-up time for regularly scheduled holidays and planned non-instructional days. However, 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) as soon as feasible, and by the end of the school year.
 - 1.1.1. Affected unit member(s) shall collaborate with the Site Preparation and Enrichment Time Committee 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.
 - 1.2. Site Preparation and Enrichment Committees 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 Section 8.6.4.3 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.

- 1.3. In the event that the site's Preparation and Enrichment Committee is unable to provide make-up preparation time within the timeline indicated in Section 1.1 above based on the current enrichment allocation the following shall occur:
 - 1.3.1. The Area Superintendent, shall review information provided by the Site Committee and conduct a schedule analysis to make a recommendation, which may include revision of preparation time schedules, or an increase in the site's enrichment allocation.
 - 1.3.2. If an increase in allocation is provided, the site shall collaborate with Human Resources to fill any vacancy related to the increased allocation. If the vacancy is unable to be filled, sites may arrange for a visiting teacher or retired visiting teacher, as appropriate, to provide the required amount of preparation time for the affected educator(s).
2. Implementation of Appendix M in the 2024-2025 school year:
 - 2.1. The District shall assign total site enrichment allocations in even numbers per Appendix M.
 - 2.2. The Prop 28 allotment of the enrichment allocation may be adjusted based on recommendations made under Section 1.2 above.
 - 2.3. The Parties agree to review trends that emerge from the Area Superintendent and Site Preparation and Enrichment Committees review process, the enrichment allocation formula outlined in Appendix M, and the assignment of enrichment allocations per emphasis area in even/odd numbers within the total site allocation, no later than December 1, 2024, and to make recommendations, if needed, for the next successor bargaining.
3. For the 2024-2025 school year, educators whose full assignment is providing the Prop 28 allotment of the enrichment allocation shall be considered multiple assignment pursuant to Section 12.1.8 of the CBA.
 - 3.1. VAPA Educators serving in Prop 28 multiple assignments may have portions of their assignment at school sites and/or within the VAPA Department.
 - 3.1.1. For the portions that are assigned to school sites, VAPA Educators shall provide preparation time release for classroom educators per the site's elementary preparation time schedule.
 - 3.1.2. For the portions that are assigned to the Central Office VAPA department, VAPA educators shall assist with the maintenance and distribution of VAPA program materials, and may also provide coverage or make-up when VAPA Educator absences occur.
 - 3.2. VAPA Educators shall be supported, supervised and evaluated by certificated managers within the VAPA Department.

- 3.3. For the 2024-2025 school year, the staffing process in the “Ongoing Implementation of 2024-2025 Pilot Minimizing Fall Transfers and a New Article 12 – Transfer Policies” MOU dated May 23, 2024 will be followed for VAPA Educators.
- 3.4. The Parties shall meet to discuss the status of VAPA enrichment educators prior to the next round of successor bargaining.
- 4. In the interest of collaboration, the Parties agree that prior to filing any grievance related to this sideletter or Section 8.6 of the CBA in the 2024-2025 school year, the Joint District-SDEA Elementary Preparation and Enrichment Committee shall attempt to resolve the concern. Grievance timelines shall be placed in abeyance while the Committee reviews the concern. The Joint District- SDEA Elementary Preparation and Enrichment Committee shall have regularly scheduled meetings during the 2024-2025 school year to attempt to resolve any possible elementary preparation time grievances.
- 5. This Agreement is non-precedent setting.
- 6. All components of the current Collective Bargaining Agreement between SDEA and the District not addressed by the terms of this Agreement shall remain in full effect.
- 7. This Agreement shall expire in full without precedent on June 30, 2025.

FOR THE DISTRICT:

FOR SDEA:

DocuSigned by:

Jessica Falk Michelli July 3, 2024

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Jessica Falk Michelli Date
Executive Director, Labor Relations

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Kyle Weinberg July 3, 2024

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Kyle Weinberg Date
President, SDEA

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Nicole DeWitt July 3, 2024

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Nicole DeWitt Date
Senior Executive Director,
Thriving School Communities

DocuSigned by:

Michael DeVries July 3, 2024

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Michael DeVries Date
Field Organizer, SDEA