

The Preuss School UC San Diego Memorandum

Unless otherwise specified in the Preuss School UC San Diego Memorandum (hereinafter “Memorandum”), all provisions of the Non-Senate Faculty (IX) Collective Bargaining Agreement (hereinafter “Agreement”) shall apply to The Preuss School UC San Diego (“Preuss”) bargaining unit members (hereinafter “bargaining unit members”).

The Preuss charter establishes the following core principles, which will continue under the terms of this Memorandum.

- Class Size – 35 maximum students in the academic classes;
- Instructional Days – 198 days per year;
- School Day – 8:55 a.m. – 4:00 p.m. (6 hours and 32 minutes per day);
- Professional Development – 105 minutes per week per teacher.

The parties agree that the following terms apply specifically and exclusively to members of the Preuss bargaining unit:

A. RECOGNITION

On May 2, 2017, the Public Employment Relations Board issued a unit modification order (SF-UM-786-H) reflecting the addition of Preuss Certificated Teachers, Resource Specialists and Librarians into the bargaining unit.

B. DEFINITIONS

1. References to “NSF” in the Agreement shall be “bargaining unit members.”
2. References to “Campus” shall be “UC San Diego.”
3. References to “Department” shall be “The Preuss School UC San Diego.”
4. A “block” is approximately a 1.5 hour period.
5. A “caseload” refers to the number of students with Individual Education Plans (IEPs) assigned to a special education teacher, including Learning Specialist, Resource Specialist, or Education Specialist.

C. MODIFICATIONS

The following articles in the Agreement shall be modified and apply only to Preuss. The modifications below replace the language in the respective articles in their entirety unless otherwise specified.

Preuss Memorandum 2020-2024**Article 1 – Recognition**

The parties agree the bargaining unit includes the following title:

<u>Title Code</u>	<u>Name</u>	<u>Working Titles</u>
2440	K-12 Instructor – Academic Year	Certificated Teacher Resource Specialist Librarian
2441	K-12 Instructor – 1/10 payment	Certificated Teacher Resource Specialist Librarian

Article 5 – Description of Unit Titles

1. K-12 Instructors (TC 2440 and TC 2441) which includes the three working titles (Certificated Teacher, Resource Specialist, and Librarian) shall design, conduct, support, and manage comprehensive education program for K-12 students. Instructors create flexible programs and support a personal growth environment in accordance with each student's ability, including supporting students, and families in adjusting to structured education environment, and making appropriate lifestyle, career, and vocational choices.
2. A long term substitute is a K-12 Instructor (TC 2441) appointed for at least thirty (30) calendar days.

Article 6 – Academic Year Appointments

For the continuity of benefits and retirement credit, annual appointees shall be paid 10/12; however, when appointed for less than a full year, appointees shall be paid monthly in accordance with Article 6. B. of the Agreement.

1. 10/12 Academic Appointment
The service period for appointments shall be the start of fall semester through the end of spring semester. The pay period for appointments shall be from July 1st through June 30th. Appointments are renewed annually and shall be 10/12 and treated the same as semester-based campus instructors. Appointees shall not be eligible for benefits prior to their enrollment in benefits programs for which they are eligible and will not contribute for months of ineligibility.
2. 1/10 Payment Academic Year Appointment

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The service period for partial appointments may start mid-year. The pay period shall be monthly based on when the appointment began. Appointees shall not be eligible for benefits prior to their enrollment in benefits programs for which they are eligible and will not contribute for months of ineligibility.

Article 7 – Appointments

1. General Provisions
 - a. The appointment of a bargaining unit member neither creates an entitlement to nor precludes subsequent appointment.
 - b. Such appointment shall have a definite beginning and ending date and shall terminate on the last day of the appointment.
 - c. The University has sole discretion in regard to all appointment decisions.
2. Appointments for the first five (5) years of employment may not exceed one academic year and must conclude by June 30th. In order to be eligible for an appointment after the first year, bargaining unit members must achieve a performance rating of Meets Standards or above, as described in Article 10 – Performance Evaluation of this Memorandum.
3. Upon completion of five (5) years of employment, provided a performance rating of Meets Standards or above has been achieved as described in Article 10 – Performance Evaluation of this Memorandum, bargaining unit members who are subsequently appointed, shall receive a two-year rolling appointment.
 - a. If the rating is Does Not Meet Standards at the end of the first year of a two-year appointment, the appointment shall terminate on the last day in accordance with the appointment letter of agreement. In this circumstance, if the bargaining unit member receive a Meets Standards or above in the final year of the appointment, the University shall have sole discretion to offer a one-year contract(s) for the following academic year(s) or to reinstate a two-year rolling appointment.
 - b. No merit increase shall be given in the year the bargaining unit member Does Not Meet standards nor shall there be a “catch up” regardless of whether future appointments are offered.
4. An appointment may be terminated prior to the established ending date only in accordance with Medical Separation, Discipline and Dismissal, or Layoff provisions of either the Agreement or this Memorandum.

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5. Appointment Letters

- a. Appointment Letters shall be issued by March 15th for all currently appointed bargaining unit members.
- b. Appointment Letters for partial-year appointments beginning after the first service day of the academic year shall be issued to appointees no later than thirty (30) calendar days prior to the commencement of the service period, or as soon as practicable thereafter.
- c. When the University appoints a bargaining unit member, they shall be informed in writing of:
 - i) the title of the position;
 - ii) the salary rate;
 - iii) the period(s) for which the appointment is effective;
 - iv) the nature of the appointment and the general responsibilities;
 - v) the fact that bargaining unit members are represented by UC-AFT;
 - vi) the fact that the terms and conditions of the appointment are contained in the Memorandum and the Agreement.

6. Notice of Projected Teaching Schedule

- a. The University shall provide supplemental written notice no later than the last day of school to include:
 - i) projected teaching schedule for the upcoming academic year, including the name and grade level of courses;
 - ii) new courses assigned;
 - iii) the fact that assignments may be subject to change after the written notice is provided.

Article 8 – Instructional Support

1. The University shall provide access to facilities, services, texts and instructional support that is reasonably necessary for bargaining unit members, including traveling teachers, to complete their assigned duties and responsibilities, including but not limited to:
 - a. Office and desk space,
 - b. Computer and internet connection;
 - c. Training and support for web-based tools;
 - d. Storage space;
 - e. Office, laboratory and instructional equipment;
 - f. Mailbox and email;

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- g. Office supplies;
 - h. Text, and/or reading materials;
 - i. Photocopying equipment.
2. No teacher shall be assigned to work out of more than three (3) classrooms over the course of a whole rotation (8 blocks), where practicable. This provision shall not apply to special education.
 3. Private space for confidential conferences shall be provided, when such space is available.

Article 9 – Professional Concerns

1. All bargaining unit members are eligible to apply for professional leaves in accordance with other leaves with or without pay. Bargaining unit members may be granted leave to attend professional meetings and programs, or trainings. In each case payment of fees, payment of related costs, and pay status are at the sole discretion of the University.
2. When the University requires attendance at a professional meeting, program, or training, the University will notify the bargaining unit members in writing and will pay the fees and related costs. Programs which are suggested or recommended are not "required" within the meaning of this Article.
3. The University shall not require attendance at a professional meeting, program or training that is scheduled to take place outside of the academic year, or during Thanksgiving, Winter, or Spring breaks. However, if such attendance is assigned in advance and mutually agreed upon, it will be compensated at a flat rate of \$200.00 per day or \$100.00 for four (4) hours or less.
4. When a leave has been granted pursuant to this Article, the University will notify the bargaining unit members in writing of the period of the leave, the pay status of the bargaining unit members during the leave, and which fees or related costs, if any, will be paid.
5. Professional Development Fund Pool
 - a. To support professional activities requested by bargaining unit members, Preuss shall annually fund a Professional Development Fund Pool.
 - b. The Pool shall be funded based on an amount equal to \$400.00 per Full Time Equivalent (FTE) based on July 1st Preuss bargaining unit FTE count.

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- c. Bargaining unit members shall apply for pool funds no later than thirty (30) calendar days in advance of the professional development activity. Late applications shall be reviewed and funds shall be dispersed at the University's sole discretion.
- d. Preuss shall approve or deny no later than ten (10) business days following the submission of a complete application.
- e. Any unused funds shall be forfeited and shall not roll over to the following fiscal year.

Article 10 - Performance Evaluations and Employment Files

A. Performance Evaluations

- 1. Bargaining unit members in their first five (5) years shall be observed at least once each semester. Bargaining unit members in their six (6) year or more shall be observed at least once in an academic year. Bargaining unit members shall be given a minimum of five (5) business days' notice prior to an observation. All bargaining unit members shall be evaluated one time per year in addition to observations and shall focus on the attainment of the California Standards for the Teaching profession as referenced below. Should the state Standards change, Preuss shall also adjust the performance standards for the next academic year.
 - a. Engaging and Supporting All Students in Learning;
 - b. Creating and Maintaining Effective Environments for Student Learning;
 - c. Understanding and Organizing Subject Matter for Student Learning;
 - d. Planning Instruction and Designing Learning Experiences for All Students;
 - e. Assessing Students for Learning;
 - f. Developing as a Professional Educator.
- 2. Lesson Plan or Observation Form
 - a. Bargaining unit members shall provide a lesson plan or observation form prior to an observation no less than two (2) business days in advance.
 - b. Bargaining unit members shall provide a reflection of the observed lesson following an observation within two (2) business days subsequent to the observation.
- 3. Self-Evaluations
 - a. Bargaining unit members will be given the opportunity to submit a self-evaluation by January 25th each year.

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- b. Information provided in the self-evaluation shall be considered and included in the evaluation process.
4. Bargaining unit members shall be evaluated as Distinguished, Proficient, Meets Standards or Does Not Meet Standards.
5. Performance Improvement Plans

For bargaining unit members who have more than five (5) years of service at Preuss and who have received a Does Not Meet Standards evaluation during the first year of the two year contract, within thirty (30) calendar days from the date the evaluation is issued, the Principal and the Department Chair shall provide a written plan, outlining the specific areas of deficiency and the actionable steps to remedy them. In the event that a Department Chair is placed on a performance improvement plan, the Principal will issue the written plan following the above parameters. Such plan shall not extend beyond the end date of the current appointment.

B. Employment Files

1. General Provisions
 - a. Employment Files include information related to a bargaining unit member's appointment at the University, for example: proof of degree or transcript, curriculum vitae, appointment and reappointment notices, performance evaluations, information about pay and benefits, record of training, corrective actions, discipline and dismissals, and other relevant or necessary information specified by the Memorandum.
 - b. The University shall designate an office in which the employment file shall be maintained. The University shall also designate an office with overall responsibility for employment files. Where necessary for administration of the bargaining unit member's employment, materials may be kept in other offices and/or in a secure online site.
 - c. Employment files shall, except with the written consent of the bargaining unit member, contain only those records necessary and appropriate to the administration of the bargaining unit member's employment at the University. It is recognized that some routine information (e.g. payroll and benefits information) may be kept in forms other than that included in the personnel file.
 - d. Any non-confidential item placed in a personnel file shall be clearly identified as to its source or originator and its date of receipt by the University.

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2. Grievance Materials

Grievance documents and documents referring to, or arising out of, a grievance shall not be contained in the official employment file. Grievance materials shall be kept separately.

3. Right to Inspect

- a. A bargaining unit member may request in writing to inspect their file. The designated University official shall provide the file no later than thirty (30) calendar days from the written request.
- b. A bargaining unit member may authorize a representative to review their employment file(s). The authorization shall be valid for the period designated by the individual or, if no time period is designated, for up to one calendar year from the date of authorization. The designee shall have access to all employment information in the file(s).

4. Right to Copy Material

The University shall provide the bargaining unit member and/or their representative access to or a copy of the employment file(s) as soon as practicable, but no later than thirty (30) calendar days, following the University's receipt of a written request. One copy of employment file(s) material shall be free; subsequent copies shall be ten (10) cents per page.

5. Article 10 provisions are not grievable or arbitrable.

Article 11 – Benefits

The bargaining unit members shall participate in health benefits, in accordance with Article 11, except as outlined in this Memorandum. All bargaining unit members shall be eligible for UCRP under the same terms as University staff/academic employees. Bargaining unit members shall be eligible for the choice pension plan and subject to the pension cap. Should bargaining unit members exceed the cap, the additional compensation shall be 3% on all earnings above the cap and the 2016 UCRP Tier Side Letter Agreement shall not apply to bargaining unit members.

<https://ucnet.universityofcalifornia.edu/compensation-and-benefits/index.html>

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Article 12 - Leaves

1. Leaves

- a. The following sections of Article 12 apply to Preuss bargaining unit members who meet eligibility requirements: (1) Section A: General Provisions, except references that do not apply to bargaining unit members; (2) Section B: Family and Medical Leave (FML); (3) Section C: Pregnancy Disability Leave; (4) Sections D.2, D.3, and D.4: Sick Leave; (5) Section E: Bereavement Leave as modified below; (6) Section F: Jury Duty; (7) Section G: Military Leave; (8) Section H: Military Caregiver Leave; (9) Section I: Qualifying Exigency Leave; (10) Section J: Military Spouse/Domestic Partner Leave; (11) Section K: Non-FML Parental Leave Without Pay for a maximum of twelve (12) months; (12) Section M: Voting; (13) Section N: Blood Donations; (14) Section O: Witness Leave; (15) Section P: Other Leaves/Personal Leaves, and; (16) Section R: Grievability and Arbitrability. **(placeholder – sections may change)**
- b. Bargaining unit members may use up to six (6) days of sick leave per academic school year for personal leave. When feasible, seventy-two (72) hours' notice will be provided, with approval within twenty-four (24) hours of the notice. No more than two (2) consecutive days shall be approved, unless there are extenuating circumstances.
- c. Bargaining unit members may use up to ten (10) days of sick leave for bereavement leave for members in their family or household. Nothing shall preclude the University from granting a longer unpaid bereavement leave.

2. Absence and Coverage

- a. Bargaining unit members shall be present at the worksite for the entire school day.
- b. No class shall be left unattended.
- c. Absence:
 - i. Absence is defined as time away from the classroom or worksite.
 - ii. With the exception of unexpected sick leave, absence during an instructional block or professional development time must be pre-approved.

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- iii. Bargaining unit members may take partial day absences. For an absence of more than one instructional block, a half day of sick leave must be used in order to be paid for the full day. For the purposes of this subsection only, professional development is equivalent to an instructional block.

- d. Coverage:
 - i. The University shall be responsible for coverage when a bargaining unit member is unavailable to fulfill duties. Management may consult with the bargaining unit member who needs the coverage on who will replace them and what duties they will perform.

 - ii. Bargaining unit members may arrange their own coverage only for brief absences (approximately 15 minutes).

 - iii. When special education meetings require general education teachers to attend, all efforts shall be made to schedule such meetings during the general education teacher's preparation block. However, if such arrangements cannot be made, a substitute will be provided to cover general education teachers when attending special education meetings.

Article 14 – Holidays

Preuss observes the following paid holidays:

Labor Day

Veteran's Day

Thanksgiving Week (5 days)

Winter Break (at least 10 days includes Christmas Eve, Christmas Day, New Year's Eve and New Year's Day)

Martin Luther King Jr. Day

Lincoln Day Observance

Washington Day Observance

Spring Break (5 days)

Memorial Day

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Article 17 – Layoff

The University shall have the sole, non-grievable discretion to determine when layoffs are needed. Prior to the effective date of a layoff, bargaining unit members shall receive ninety (90) calendar days' notice, or pay in lieu of notice where less notice is provided. The determination of which individuals shall be selected for layoff shall not be based solely on salary.

Article 19 – Reassignment

1. Reassignment is defined as a change of subject of a bargaining unit member during the term of an appointment (July 1 – June 30). Reassignment is not a form of corrective action. Reassignment shall be initiated by the University in consultation, whenever possible, with the bargaining unit member involved. The University, upon request, will meet with the bargaining unit member and/or the UC-AFT to discuss the reassignment; however, the scheduling of the meeting will not delay implementation.
2. A bargaining unit member who applies for and accepts a position teaching a different subject is not considered to have been reassigned.

Article 21 – Compensation

1. Academic Year
 - a. The University's compensation program shall be to provide a salary increase for each year in accordance with Appendix A (AY 2020-21) and Appendix A1 (AY 2021-22 through AY 2023-24), provided bargaining unit members meet the established merit criteria and are deemed meritorious with a rating of Meets Standards or above, as described in Article 10 of this Memorandum.
 - b. Column Placement:
 - i. Column A - Bachelor's degree
 - ii. Column B - Master's degree or Bachelor's degree + 36 semester units (creditable upper division or graduate work).
 - iii. Column C - Master's degree with Bachelor's + 54 semester units (creditable upper division or graduate work) or Bachelor's degree + 60 semester units (creditable upper division or graduate work).

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- iv. Column D - Master's degree with Bachelor's + plus 72 semester units (creditable upper division or graduate work).
- v. Column E - Master's degree with Bachelor's + 90 semester units (creditable upper division or graduate work) or earned Doctoral degree (PhD, EdD, or other earned degree of equivalent status)

c. Column Criteria:

- i. A bachelor's degree must be awarded first in order for additional creditable upper division or graduate units to be counted. If a master's degree was obtained at the same date a bachelor's degree is conferred, the individual will be placed at the B1 level. Those graduate units already earned will not be counted towards movement to the next column.
- ii. Throughout the year, teachers may provide supporting documentation; e.g., class enrollment with credits that will have been earned by end of year, in order to complete a transcript review for possible column movement. This written notice of completion of creditable upper division or graduate units/equivalent work must be submitted to the School's Human Resources office and approved by the Principal. Creditable CEU/Workshop units must be shown as units earned on an official transcript. Official transcripts/records of completed work are required by the end of July, or an amended contract will reinstate the previous salary rate.
- iii. 1 Semester Unit = 1.5 Quarter Units. For purposes of column advancement, creditable units will be converted to semester units and rounded to the next larger whole number when a resulting fraction is $\frac{1}{2}$ or larger (i.e. $35\frac{1}{2}$ semester units will be counted as 36 semester units).

d. Initial Row Placement:

- i. Bargaining unit members with less than one full year of teaching experience as a credentialed K-12 instructor at 67% effort or greater shall be placed on the first row of the salary scale in the appropriate column.

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- ii. Bargaining unit members shall advance one row on the salary scale for each full year of experience teaching as a credentialed K-12 Instructor at 67% effort or greater at a public accredited K-12 school.

2. Summer Session

- a. Compensation for summer session appointments shall be prorated based on the annual salary of the bargaining unit member in effect when the work occurs.
- b. Summer Session appointments shall have a definite ending date, will comprise no more than five (5) days a week, and no more than six (6) hours per day, and shall self-terminate on the last day of the appointment set forth in the letter of appointment.

3. Longevity Pay

A longevity payment of two thousand (\$2,000.00) shall be awarded to bargaining unit members each year who are at the maximum of the column and are merit eligible. Longevity payments are effective in June of each year, representing compensation for the past academic year.

Article 24 – Instructional Workload

- 1. Bargaining unit members shall teach no more than three (3) of four (4) instructional blocks per day.
- 2. Preparation Blocks
 - a. Preparation blocks are part of the work day, are intended for work related to instruction, and bargaining unit members shall have discretion on how they use preparation blocks. Use of preparation blocks for personal business should be exceptional.
 - b. Full-time bargaining unit members shall have one preparation block each instructional day.
 - c. Part-time bargaining unit members shall have preparation blocks prorated proportionate with the number of teaching blocks assigned (e.g., a teacher who works two teaching periods (67% effort) would have a one-hour preparation period).

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- d. If a bargaining unit member needs to leave campus during their preparation block, sign out is required.

3. Release Days

- a. Advisory teachers shall be awarded four (4) classroom release days and Senior Advisory teachers shall be awarded five (5) classroom release days to fulfill related duties, including but not limited to:
 - i. Directly observing students in classes;
 - ii. Providing one-on-one academic advising to students;
 - iii. Facilitating parent and teacher communications and meeting during school hours; and,
 - iv. Developing curriculum to be used in University preparation classes.
- b. Department chairs shall be awarded four (4) classroom release days per year to fulfill related duties.
- c. Department Representatives listed in Appendix B, except the Library Representative, shall be awarded one classroom release day per year to fulfill related duties. The Middle School ASB Advisor shall be awarded one classroom release day per year to fulfill related duties.
- d. Scheduling of release days shall be at the sole discretion of the University.

4. Special Education

- a. The University is committed to keeping caseloads within the California Department of Education maximum. The Preuss special education caseload maximum will be twenty-three (23) per special education teacher.
 - i. Further, Preuss shall provide legally required support through Instructional Aides.
 - ii. When the caseload nears maximum, the University shall assess and address additional staffing needs as expeditiously as practicable.
- b. Bargaining unit members working as Special Education Teachers shall perform work-related duties for four (4) blocks per instructional day

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(including, but not limited to, teaching, assessments, consultation, and preparation).

Article 26 – Release Time

The University shall release no more than two (2) bargaining unit member(s) to negotiate the successor Preuss Memorandum not to exceed four full (4) school days requiring substitutes. Should bargaining continue after the four days are exhausted, they shall be scheduled outside of school day hours. The UC-AFT shall notify the University at least thirty (30) days in advance with the name of the bargaining team member(s) to be released.

Article 30 – Discipline and Dismissal

Sections A, C, D, E, and F. (1) apply.

Article 32 – Grievance Procedure

Provided grievances are limited to the provisions of the Agreement that apply to Preuss and/or this Memorandum, the Grievance Procedure shall be available to bargaining unit members.

Article 33 – Arbitration

Provided arbitrations are limited to the provisions of the Agreement that apply to Preuss and/or this Memorandum, the Arbitration article shall apply to bargaining unit members.

Article 37 – Waiver

1. The University and the Union acknowledge that during negotiations which resulted in the Memorandum, each had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Memorandum, which constitutes the agreement arrived at by the parties.
2. Except as otherwise provided for in this Memorandum or upon mutual consent of the parties to seek written amendment thereto, the University and

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the Union, for the life of this Memorandum each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Memorandum, or with respect to any subject or matter not specifically referred to or covered by this Memorandum even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Memorandum.

3. For the purposes of Waiver, should either the University or the UC-AFT open an Agreement article that applies to Preuss, prior to the expiration of this Memorandum, the final negotiated result shall apply to the Preuss.
4. Nothing in this Article precludes UC-AFT from addressing Preuss concerns with the University regarding enactments or amendments to presidential or regental policies.
5. Article 37 D [*this cross reference may change*] shall apply to Preuss during the life of the Memorandum.

Article 40 – Duration

1. The terms and conditions of this Memorandum shall remain in full force and effect commencing at midnight on July 31, 2020 and shall terminate at 11:59 p.m. on June 30, 2024.
2. Negotiations for a Successor Memorandum
 - a. Timely notice, as provided below, shall impose the duty to engage in meeting and conferring for the purpose of negotiating amendments to the articles specified. Neither party shall have any obligation or requirement to negotiate any provisions of any articles not timely noticed.
 - b. Each party shall provide the other with written notice of its selected articles and a list of bargaining team members no later than February 1, 2024. Included in such notice shall be each party's written objectives regarding those terms and conditions of employment subject to negotiations.
 - c. By February 15, 2024, the parties shall set a mutually agreeable start date for the negotiations.

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In the event that neither party gives timely notice as set forth in this section, this Memorandum shall remain in effect on a year-to-year basis from July 1st to June 30th. In the event that the Memorandum continues in this manner, the parties shall provide written notice of selected articles and a list of bargaining team members for a successor Agreement no later than July 1 of the applicable year. Thereafter, the parties shall follow the requirements for negotiations of a successor Memorandum, as set forth in 2 above.

3. In the event that the Agreement is in status quo and the Preuss Memorandum is in effect, all provisions of the Agreement that apply to the Preuss bargaining unit shall remain in full force and effect with the exception of any right to access to arbitration.
4. In the event that the Preuss Memorandum expires while the Agreement remains in effect, the Waiver, Arbitration and No Strikes Articles contained in the Agreement shall expire for the Preuss bargaining unit upon expiration of the Preuss Memorandum.

D. PROVISIONS THAT DO NOT APPLY

The following provisions of the Agreement shall not apply to Preuss bargaining unit members:

- Article 2 – Academic Freedom
- Article 7A – NSF Appointments
- Article 7B – Process for Initial Continuing Appointments
- Article 7C – Continuing Appointments
- Article 7D – Senior Continuing Appointments
- Article 22 – Merit Review Process
- Article 23 – Summer Session
- Article 29 – Academic Calendars
- Article 31 – Pre-Six Mentoring Meeting
- Article 42 – On-Line Instruction
- New – Substitute Teachers
- Appendix D – Salary Scale
- Appendix G – Definitions
- Appendix H – NSF List of Duties that Shall Receive Equivalencies
- Agreement Side Letters
- (placeholder – sections may change)

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E. SUBSEQUENT AGREEMENT PROVISIONS

Following the ratification of the next successor Agreement, wholly new articles, side letters, or appendices added to the Agreement will not apply to Preuss, unless the parties expressly agree during systemwide bargaining, except: If the parties agree to a new Health and Safety article during negotiations for the next successor Agreement, it will apply to Preuss.

F. APPENDICES

Preuss Memorandum Appendix A – Salary Scale AY 2020-21

Preuss Memorandum Appendix A1–Salary Scale AY 2021-22 through AY 2023-24

Preuss Memorandum Appendix B – Extended Day Pay

FOR THE UNIVERSITY

DocuSigned by:
Nadine Fishel 8/8/2020

Nadine B. Fishel Date
Chief Negotiator
Office of the President

DocuSigned by:
Kristin Beattie 8/12/2020

Kristin Beattie Date
Labor Relations
UC San Diego

DocuSigned by:
Cynthia Palmer 8/10/2020

Cynthia Palmer Date
Academic Personnel
UC San Diego

DocuSigned by:
Kelly Lindlar 8/10/2020

Kelly Lindlar Date
Academic Personnel
UC San Diego

DocuSigned by:
Karin Marsolais 8/10/2020

Karin Marsolais Date
Preuss School
UC San Diego

FOR THE UNION

DocuSigned by:
Larissa Dorman 8/8/2020

Larissa Dorman-Cobb Date
Chief Negotiator
UC-AFT Field Representative

DocuSigned by:
Laura Ackerman 8/12/2020

Laura Ackerman Date
Preuss Teacher
UC-AFT Bargaining Team Member

DocuSigned by:
Krista Bartlett 8/11/2020

Krista Bartlett Date
Preuss Teacher
UC-AFT Bargaining Team Member

DocuSigned by:
Dave Weber 8/10/2020

David Weber Date
Preuss Teacher
UC-AFT Bargaining Team Member

DocuSigned by:
Lisa Hawk 8/10/2020

Lisa Hawk Date
Retired Preuss Teacher
UC-AFT Bargaining Team Member

PCSSL - Appendix A

	A	B	C	D	E
1	54,166	57,166	60,166	63,166	66,166
2	56,266	59,266	62,266	65,266	68,266
3	58,366	61,366	64,366	67,366	70,366
4	60,466	63,466	66,466	69,466	72,466
5	62,566	65,566	68,566	71,566	74,566
6	64,666	67,666	70,666	73,666	76,666
7	66,766	69,766	72,766	75,766	78,766
8	68,866	71,866	74,866	77,866	80,866
9	70,966	73,966	76,966	79,966	82,966
10	73,066	76,066	79,066	82,066	85,066
11	75,166	78,166	81,166	84,166	87,166
12	77,266	80,266	83,266	86,266	89,266
13	79,366	82,366	85,366	88,366	91,366
14	81,466	84,466	87,466	90,466	93,466
15	83,566	86,566	89,566	92,566	95,566
16	85,666	88,666	91,666	94,666	97,666
17	87,766	90,766	93,766	96,766	99,766

Preuss Memorandum - APPENDIX A1**SALARY SCALE AY 2021-22 through AY 2023-24**

	A	B	C	D	E
	Bachelors	MA or BA + 36	MA + 54 or BA + 60	MA + 72	PhD or MA + 90
1	54,166	57,166	60,166	63,166	66,166
2	56,266	59,266	62,266	65,266	68,266
3	58,366	61,366	64,366	67,366	70,366
4	60,466	63,466	66,466	69,466	72,466
5	62,566	65,566	68,566	71,566	74,566
6	64,666	67,666	70,666	73,666	76,666
7	66,766	69,766	73,067	76,366	79,666
8	68,866	71,866	75,466	79,066	82,667
9	70,966	73,966	77,866	81,766	85,667
10	73,066	76,066	80,267	84,466	88,667
11	75,166	78,166	82,666	87,166	91,666
12	77,266	80,266	85,066	89,867	94,667
13	79,366	82,366	87,466	92,566	97,666
14	81,466	84,466	89,866	95,266	100,667
15	83,566	86,566	92,266	97,966	103,666
16	85,666	88,666	94,666	100,666	106,666
17	87,766	90,766	97,066	103,366	109,666

Preuss Memorandum - APPENDIX B

EXTENDED DAY PAY ASSIGNMENTS

1. **Overview:** An extended day pay (EDP) assignment is preassigned work performed in addition to regularly-assigned instructional duties. These assignments must advance the mission of Preuss, benefit others, and serve a greater good beyond that of personal gain. EDP assignments are work that must take place outside of the school day as defined in this Memorandum or work that is scheduled to occur during the bargaining unit member's prep period. The determination of all issues related to EDP duties and assignments are at the sole, non-grievable discretion of the University. This schedule outlines all current opportunities for EDP.
2. **EDP Committee:** A committee consisting of the Principal (or the Principal's non-represented designee) and the Preuss CAO will make EDP assignment decisions in compliance with the schedule below. Assignments that are exceptions to the schedule below require approval by Academic Personnel Services. The EDP Committee will also propose new EDP assignments or changes to existing EDP assignments, in consultation with the Preuss Executive Director, and these are subject to final approval of Academic Personnel Services.

At least thirty (30) calendar days prior to Preuss' implementation of changes to EDP assignments, the University shall provide written notice to the Union of its intent to make such changes. The parties shall meet and discuss upon request of the Union, but this process shall not delay the implementation of changes to this Appendix.

3. EDP assignments:

a. General assignment terms:

- i. A list of available EDP assignments will be sent to bargaining unit members by March 15th. Only assignments that appear in this Appendix or that have been approved by the EDP Committee and Academic Personnel Services, and noticed to the Union are eligible for assignment and compensation.
- ii. Applications for EDP assignments will be accepted from March 15th to April 15th.
- iii. EDP assignments will be confirmed by May 15th when practicable and will not exceed the length of the bargaining unit member's appointment. Assignments will be decided by the EDP Committee after their review of applications, and interviews may also be part of the selection process. An individual bargaining unit member may not hold more than one EDP assignment at a time, subject to exceptions noted below. Additional exceptions may be proposed by the EDP Committee and are subject to approval by Academic Personnel Services.

b. EDP assignments not requiring application:

- i. Bargaining unit members interested in participation in EDP assignments not requiring application shall obtain preapproval (as noted below).
- ii. Certain EDP course-related advisory duties may be assigned to individual bargaining unit members based on teaching assignment (as noted below).

- c. Unfilled EDP assignments: If EDP assignments are unfilled after May 15th, Preuss may ask current bargaining unit members to reconsider applying. If EDP assignments remain unfilled after this process, the positions may remain unfilled, or Preuss may utilize outside resources, or Preuss may assign by mutual agreement.

Preuss Memorandum - APPENDIX B

EXTENDED DAY PAY ASSIGNMENTS

4. EDP payments:

- a. Payments will be processed according to the schedule noted in the table below.
- b. Payment for partial service will be prorated proportionate to time performing the assignment.

5. Effective dates: This Appendix will be effective according to the following schedule:

- a. Assignments and Compensation: All changes will be effective school year 2020-21 in accordance with this Appendix.
- b. Vacancies: Any vacancy filled following ratification of the Memorandum shall follow the processes set out in this Appendix for school year 2020-21.

Assignment	Compensation	Comp Schedule	Notes
6 th Grade Camp Coordinator	\$500 per year	June	May hold other EDP assignments.
Access Youth Academy Coordinator	\$500 per year	December and June	May hold other EDP assignments.
Admin Designee	\$75 per event	Pay period following completion	Applications not required, and may hold other EDP assignments. Principal or designee to pre-approve participation.
After School Tutoring	\$50 per session, \$1,500 maximum per year	December and June	Applications not required, and may hold other EDP assignments. Principal or designee to pre-approve participation. Student attendance sheets required.
AP Exam Preparation	\$200 per course, per year	December and June	Assigned to all AP teachers; applications not required, and may hold other EDP assignments. Student attendance sheets required.
Art Production Advisor	\$1,500 per year	December and June	Assigned to art teacher; applications not required.
ASB High School Advisor	\$2,000 per year	December and June	Assigned to high school ASB teacher; applications not required.
ASB Middle School Advisor	\$2,000 per year	December and June	Assigned to middle school ASB teacher; applications not required.
Athletic Director	\$3,000 per year	December and June	
Botball Advisor	\$500 per year	December and June	May hold other EDP assignments.
TIP Supervision	\$1,000 per year, plus \$250 for every teacher above 4 teachers	December and June	Annual reporting to Principal required.

Preuss Memorandum - APPENDIX B**EXTENDED DAY PAY ASSIGNMENTS**

Cheerleader Advisor	\$1,000 per year	December and June	
Chelsea's Light Advisor	\$1,000 per year	December and June	
Club Advisor (Academic Clubs) Model U.N., National Honor Societies, NOBCCChE	\$500 per year	December and June	May hold other EDP assignments.
Coach (Varsity – Athletic Block) Basketball, Cross-Country, Lacrosse, Soccer, Volleyball	\$4,500 per season	Following season completion	
Coach (Varsity-Non-Athletic Block) Basketball, Cross-Country, Lacrosse, Soccer, Volleyball	\$7,000 per season	Following season completion	
Coach (Junior Varsity) Basketball, Cross-Country, Lacrosse, Soccer, Volleyball	\$2,000 per season	Following season completion	
Department Chair E & HS, Science, English, Social Studies, Math, World Language, Fine Arts, Electives, Learning Specialist	\$2,000 per year	December and June	Duties as determined by Preuss; duties will include participation in the performance evaluation of departmental staff. ----- Department Chairs who are assigned supervision of intern teachers will be paid \$250 per year, per intern in addition to their Chair compensation.
Departmental Rep ASB, English Learner, Library, Tech & Innovation, University Prep (Advisory), 6 th Grade	\$1,500 per year	December and June	Requires attendance at monthly IST meetings.
Drama Production Advisor	\$1,500 per year	December and June	Assigned to drama teacher; applications not required.
Music Production Advisor	\$1,500 per year	December and June	Assigned to music teacher; applications not required.
National Board Certification	\$2,000 one time	Pay period following completion	Requires submission of proof of completion
Newspaper Advisor	\$1,500 per year	December and June	Assigned to journalism teacher; applications not required.
Overnight Camp Supervision	\$200 per overnight	Pay period following completion	Applications not required, and may hold other EDP assignments. Principal or designee to pre-approve participation. Limited to 10 bargaining unit members.
Robotics Advisors (x2)	\$2,500 per year	December and June	

Preuss Memorandum - APPENDIX B

EXTENDED DAY PAY ASSIGNMENTS

Saturday Enrichment Academy	\$150 per session	Pay period following completion	Applications not required, and may hold other EDP assignments. Saturday Enrichment Coordinator to pre-approve participation. Student attendance sheets required.
Saturday Enrichment Coordinator	\$500 per year	December and June	May hold other EDP assignments. Shall also be paid \$150 for each Saturday Enrichment Academy session attended.
Science Fair Advisor	\$500 per year	December and June	Assigned to all science teachers; applications not required, and may hold other EDP assignments.
Science Olympiad Advisor	\$500 per year	December and June	May hold other EDP assignments. Student attendance sheets required.
Senior Advisory Teacher Development	\$500 per year	December and June	Applications not required, and may hold other EDP assignments.
Special Events New Student Orientation, College Kick-off, Parent Academy, Parent Teacher Association Meeting, Financial Aid Workshop, Junior Class Mock Interviews, Enrollment Day, Community Outreach Admissions Activities, Open House, Book Fair	\$150 per event	Pay period following completion	Applications not required, and may hold other EDP assignments. Principal or designee to pre-approve participation. Bargaining unit member attendance sheets required.
Unexpected Class Coverage	\$50 per class	Pay period following completion	Applications not required, and may hold other EDP assignments. Principal or designee to pre-approve participation. One-time assignments for unplanned/emergency leave.
Yearbook Advisor	\$1,500 per year	December and June	Assigned to yearbook teacher; applications not required.

SIDE LETTER AGREEMENT


1. The parties to this Side Letter Agreement are the University of California San Diego (hereinafter "University") and the University Council of American Federation of Teachers (hereinafter "Union").
2. The University and the Union agree to grandfather the following individual employees, currently holding (as of the signing date of this letter) the specified positions at The Preuss School below:
 - a. Athletic Director – Vincent Fulchiron
 - b. Professional Developer – Janis Gabay
3. Vincent Fulchiron, in his role as the Athletic Director, shall continue to receive one instructional block release to prepare for and conduct duties and responsibilities of the position.
4. Janis Gabay, in her role as the Professional Developer, shall continue to receive one instructional block release to prepare for and conduct duties and responsibilities of the position.
5. This Side Letter Agreement serves as notice of the termination of the past practice where The Preuss School provided instructional block releases for certain administrative duties and/or duties outside the K-12 instructional appointment.
 - a. When the Athletic Director and Professional Developer duties are no longer being performed by the current appointees, Preuss will resolve assignment of these duties in accordance with policy and business needs. At that time, the above-referenced positions and related duties will not be work entitled to the provisions of this Side Letter Agreement or covered by the Memorandum.
 - b. Duties formerly assigned to the STEM Coordinator will no longer be accompanied by any instructional block releases, starting AY 20/21. Preuss will resolve assignment of these duties in accordance with policy and business needs.
6. This Side Letter Agreement represents the parties' full agreement regarding the termination of the Preuss past practices relating to instructional block release, and the Union waives right to bargain this further and waives any grievance, PERB, or other challenge about the subject matter of this Side Letter.
7. This Side Letter Agreement remains in effect for the duration of the Memorandum between the University and the Union pertaining to The Preuss School or when the covered individual employees are a) no longer employed at The Preuss School or b) no longer hold the specified positions or both, where applicable.

FOR THE UNIVERSITY


NADINE B. FISHEL

7-27-2020

FOR THE UNION


LARISSA DORMAN-COBOS

DATE 07/27/2020