

PREUSS COUNSELORS
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. Effective immediately upon ratification of this Side Letter Agreement, the University and the Union agree to apply the following provisions of The Preuss School UC San Diego Memorandum 2020-2024 to the Preuss K-12 College Preparatory School Counselors (“School Counselors”). Articles denoted by a “*” shall apply in accordance with the date of transition in 4.a.:
 - Article 6 – Academic Year Appointments*
 - Article 9 – Professional Concerns
 - Article 11 – Benefits*
 - Article 12 – Leaves*
 - Article 14 – Holidays
 - Article 17 – Layoff
 - Article 26 – Release Time
 - Article 30 – Discipline and Dismissal
 - Article 32 – Grievance Procedure
 - Article 33 – Arbitration
 - Article 40 – Duration
 - Section E – Subsequent Agreement Provisions
 - Appendix B - Extended Day Pay – provided the Counselors qualify for assignments
 - Portions of the IX Contract that apply pursuant to the Preuss Memorandum
3. Effective July 1, 2021, the University and the Union agree to modify the following provisions of The Preuss School UC San Diego Memorandum 2020-2024 to the Preuss K-12 School Counselors:

PREAMBLE

The preamble applies to School Counselors with the following changes:

Add:

- Class Size – (does not apply to School Counselors)
- Instructional Days – (for School Counselors, 213 working days per academic year (including 6 days after the last day of instruction and 5 days prior to professional development week in Fall term)
- School Day – (does not apply to School Counselors)
- School Counselor Workday – 8:00 a.m. – 4:30 p.m.
- Professional Development – (and School Counselor)

A. RECOGNITION

Add:

On _____, the Public Employment Relations Board issued a unit modification order (SF-UM-824-H) reflecting the addition of Preuss K-12 College Preparatory School Counselors into the IX bargaining unit hereinafter referred to as "School Counselor."

B. DEFINITIONS

Add:

1. References #1-3 in the Memorandum apply to the School Counselors, but they are not subject to the block schedule or to the special education caseload provisions in #4 and #5.
2. "School Counselor Caseload" refers to the number of students assigned to each counselor.

C. MODIFICATIONS

[Temporary provision]:

"Modifications" in the Preuss Memo applies to this Side Letter, except where the modifications below replace or modify the language in the respective Memorandum articles. Language specified below to be added will be inserted into the existing articles.

Article 1 – Recognition

Add:

<u>Title Code</u>	<u>Name</u>	<u>Working Titles</u>
2447	Preuss K-12 Counselor - AY	School Counselor
2448	Preuss K-12 Counselor – 1/10 AY	School Counselor

Article 5 – Description of Unit Titles

Add:

3. School Counselors (TC 2447 and 2448) shall plan and implement a wide range of academic preparation programming including the development and maintenance of collaborative relationships with Preuss students, K-12 and higher education institutions and/or community entities, and the creation and delivery of curricula and lessons, and the provision of scholar feedback in accordance with the California Education Code 49600.

Article 7 – Appointments

Add:

1. All provisions apply except 7.6 (Projected Teaching Schedule notice).
2. If the Preuss School hires a School Counselor on a temporary basis, they shall be in the 2448 title code provided they are employed for at least thirty (30) consecutive calendar days.

Article 8 – Instructional Support

Add:

1. Article 8 of the Preuss Memorandum applies to the School Counselors with the exception of 8.2.
2. Private space shall be made available when School Counselors are meeting with students. Such space may continue to be available through private offices.
 - a. The University will provide forty-five (45) days' advance notice to the UC-AFT, barring emergency circumstances, if private space to meet with students will be altered.
 - b. If UC-AFT provides a written request to meet and discuss within 10 days of the notice date, the University shall meet and discuss with UC-AFT regarding the change.

Article 10 – Performance Evaluations and Employment Files

(Temporary Provisions, will not be added permanently:)

1. Performance evaluations for TC 2447 and TC 2448 will start July 1, 2021.
2. Evaluation time schedule will follow the teachers schedule.

Add:

3. Preuss K-12 School Counselors: Bargaining unit members in their first five (5) years shall be observed at least once each semester. Bargaining unit members in their sixth (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 School Counseling Profession as referenced below. Should the state Standards change, Preuss shall also adjust the performance standards for the next academic year.

- a. Engage, advocate for and support all students in learning;
- b. Plan, implement and evaluate programs to promote academic, career, personal and social development of all students;
- c. Utilize multiple sources of information to monitor and improve student behavior and achievement;
- d. Collaborate and coordinate with school and community resources;
- e. Promote and maintain a safe learning environment for all students;
- f. Develop as a professional School Counselor.

Article 21 – Compensation

Add to Section 1(a):

- a. School Counselors will be placed on the appropriate row and column on Appendix A2 – School Counselor Scale.

(Temporary provision, will not be added permanently:)

- b. Transition provisions for incumbents are codified under the Special Implementation/Transition Provisions.

Article 24 – Instructional Workload

Add:

1. Preuss Memorandum sections 1-4 do not apply to School Counselors and are replaced by the provisions below:
 - a. School Counselors shall have a duty-free thirty (30) minute lunch break each day.
 - b. School Counselors shall initiate discussions with their supervisor when they anticipate workload issues. Supervision shall assess the workload and make modifications as appropriate.
 - c. School Counselors have flexibility within their workday to ensure their assigned duties are completed, in consultation with supervision.

Article 37 – Waiver

This Side Letter Agreement represents the parties' full agreement regarding the transition of the Preuss Counselors from unrepresented staff title to represented academic title in the Instructional (IX) bargaining unit. Waiver provisions from the Preuss Memorandum apply.

D. PROVISIONS THAT DO NOT APPLY

Add:

In addition, the following articles in the Preuss Memorandum do not apply to the School Counselors:

- Article 19 – Reassignment
- Appendices A and A1

(Temporary Provision, will not be added permanently:)

Articles in the Agreement that do not apply to the teachers also do not apply to the School Counselors.

4. Special Implementation/Transition Provisions

(this provision expires when the side letter is incorporated into the Preuss Memorandum)

- Effective July 1, 2021, the incumbents will transition from career staff title code 4536 to academic title code 2447 – Preuss K-12 College Preparatory School Counselor. This date shall be known as the “transition date” for purposes of administration.
- After the transition date, any appointments offered to Preuss School Counselors will use academic title codes 2447 and 2448.
- Special Compensation Implementation/Transition Provisions

If an incumbent’s current salary is higher than the initial placement on Appendix A2, pursuant to Article 21, their salary shall be calculated as follows:

- Initial placement: The salary amount in the row/column in Appendix A2 aligning with their years of experience and education is the incumbent’s base salary; and, a salary increment will be added to the base salary, such that there is no salary reduction from their current salary.
- Salary increases, starting AY 22-23: Provided the incumbent’s performance is meritorious, they shall be eligible for annual merit increase equal to half the distance between the current salary point and the next sequential salary point. These half-point increases will continue if the incumbent’s salary remains above-scale after a column advancement. In all cases, these half-point increases will stop when the salary point increase exceeds the half-point increase amount.
- These Special Transition Provisions for Compensation are non-precedent setting.

- d. Although the title code will change on the transition date, health and welfare benefits shall continue, including the appropriate employee payroll deductions. Parking deductions shall also continue.
- e. Vacation Leave - As academic year employees, the School Counselors will not accrue vacation leave.
- f. Unused vacation accruals shall be paid out no later than thirty (30) calendar days from the date the three incumbent employees are transitioned as described in 4.a. above.
- g. The incumbent School Counselors are transitioning from a staff title to an academic title. All employment history carries forward including but not limited to seniority, sick leave accrual banks, and employment documents and records included in Article 10 – Personnel Files.

FOR THE UNIVERSITY

 4-26-21

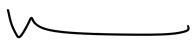
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