

**SIDE LETTER
UCSD Preuss Charter School**

Unless otherwise specified in this Side Letter, all provisions of the Non-Senate Faculty (IX) Collective Bargaining Agreement (hereinafter "Agreement") shall apply to Preuss Charter School bargaining unit members (hereinafter "Preuss" or "PCS").

The Preuss School charter establishes the following core principles, which will continue under the terms of this Side Letter:

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

The parties agree that the following terms apply specifically and exclusively to members of the Preuss Charter School 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 the Preuss Charter School Certificated Teachers, Resource Specialists and Librarians into the bargaining unit.

B. DEFINITIONS

1. References to "NSF" in the Agreement shall be "PCS bargaining unit members."
2. References to "Campus" shall be "UCSD."
3. References to "Department" shall be "Preuss Charter School."

C. MODIFICATIONS

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

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 2 – Academic Freedom

The PCS bargaining unit members shall adhere to the provisions in the Charter.

Article 5 – Description of Unit Titles

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, families in adjusting to structured education environment, and making appropriate lifestyle, career and vocational choices.

This description is in conjunction with and in addition to PCS job descriptions.

Article 6 – Academic Year Appointments

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

1. 10/12 Academic Appointment

The service period for PCS appointments shall be the start of fall semester through the end of spring semester. The pay period for PCS 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. PCS 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

The service period for partial PCS appointments may start mid-year. The pay period shall be monthly based on when the appointment began. PCS 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 – Appointment and Reappointment

1. General Provisions

- a. The appointment of a PCS bargaining unit member neither creates an entitlement to nor precludes reappointment.
- b. Such appointment or reappointment shall have a definite beginning and ending date and shall terminate on the last day of the appointment set forth in the letter, except as provided in 3. b. provided below.
- c. The PCS has the sole discretion in regard to appointment and reappointment decisions.

- 1) For the first five (5) years of employment, PCS bargaining unit members shall receive one year appointments provided a performance rating of Meets Standards or above, as described in Article 10 of this Side Letter, has been achieved;
- 2) Upon completion of five (5) years of employment, PCS bargaining unit members shall receive two year rolling appointments, provided a performance rating of Meets Standards or above, as described in Article 10 of this Side Letter, has been achieved.
 - a) Provided the performance rating is Meets Standards or above, the PCS bargaining unit member shall receive a new two year appointment.
 - b) If the rating is Does Not Meet Standards, the appointment shall terminate on the last day in accordance with the appointment letter.**
 - 1) Should the PCS bargaining unit member receive a Meets Standards or above in the final year of the appointment, PCS shall have the sole discretion to offer a one year contract(s) for the following academic year(s).**
 - 2) No merit increase shall be given in the year the PCS bargaining unit member does not meet standards nor shall there be a "catch up" regardless of whether future appointments are offered.**
3. 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 Side Letter.

2. Letters of Appointment

- a. Letters of reappointment shall be issued by March **15th**.
- b. Letters of appointment for partial-year appointments beginning after the 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 or reappoints a PCS bargaining unit member, s/he 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 PCS bargaining unit members are represented by the UC-AFT;
- vi) the fact that the terms and conditions of the appointment are contained in the Side Letter and Agreement.

Article 8 – Instructional Support

1. The University shall provide access to facilities, services, texts and instructional support that is reasonably necessary for PCS 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;
 - g. Office supplies;
 - h. Text, and/or reading materials;
 - i. Photocopying equipment.

Article 9 – Professional Concerns

1. All PCS bargaining unit members are eligible to apply for professional leaves in accordance with other leaves with or without pay. PCS bargaining unit members may be granted leave to attend professional meetings and programs. 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 or program, the University will notify the PCS 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. When a leave has been granted pursuant to this Article, the University will notify the PCS bargaining unit members in writing of the period of the leave, the pay status of the PCS bargaining unit members during the leave, and which fees or related costs, if any, will be paid.

Article 10 - Performance Evaluations

1. PCS bargaining unit members ***in their first five (5) years shall be observed at least once each semester. PCS bargaining unit members in their six (6) year or more shall be observed at least once in an academic year. All PCS bargaining unit members*** shall be evaluated one time per year and shall focus on the attainment of the California Standards for the Teaching profession as referenced

below. Should the state Standards change, PCS shall also adjust the performance standards for the next academic year.

- a. Engaging/Supporting all students in learning;
 - b. Creating/Maintaining Effective Environment;
 - c. Understanding/Organizing Subject Matter;
 - d. Planning Instruction;
 - e. Designing Learning Experiences;
 - f. Assessing Student Learning;
 - g. Developing as a Professional.
2. PCS bargaining unit members shall be evaluated as Distinguished, Proficient, Meets Standards or Does Not Meet Standards.
 3. Evaluations are not grievable or arbitrable.

Article 11 – Benefits

The PCS bargaining unit employees shall participate in health benefits, in accordance with Article 11, except as outlined in this Side Letter. All PCS bargaining unit members hired after this Side Letter is effective shall be eligible for UCRP under the same terms as University staff/academic employees. PCS shall be eligible for the choice pension plan and subject to the pension cap. Should PCS 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 shall not apply to PCS bargaining unit members.

Article 12 – Leaves

The following sections of Article 12 apply to PCS bargaining unit members who meet eligibility requirements: **(1) Section A: General Provisions, except references that do not apply to PCS 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; (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) weeks;** (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.

PCS bargaining unit members may use up to **five (5)** ~~three (3)~~ 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.

Article 14 – Holidays

PCS observes the following paid holidays in accordance with SDUSD Calendar:

Labor Day

Veteran's Day

Thanksgiving Week (5 days)

Winter Break (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

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, PCS bargaining unit members shall receive ninety (90) calendar days notice, or pay in lieu of notice where less notice is provided.** ~~Should the PCS need to layoff off a bargaining unit employee who has been contracted for July 1st, such employee shall receive at least thirty (30) days' notice or, pay in lieu of notice, should there be less than thirty (30) days' notice. **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 PCS bargaining unit member on 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 PCS bargaining unit member involved. The University, upon request, will meet with the PCS bargaining unit member and/or the UC-AFT to discuss the reassignment; however, the scheduling of the meeting will not delay implementation.
2. A PCS 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

The University's compensation program shall be to provide a step increase for each year in accordance with Appendix A, provided PCS 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 Side Letter.

2. Summer Session

- a. Compensation for summer session appointments shall be prorated based on the annual salary of the PCS bargaining unit member in effect as of June 30th prior to the summer session commencement.
- 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 terminate on the last day of the appointment set forth in the letter of appointment.

3. **A longevity payment of fifteen hundred (\$1500.00) shall be awarded to PCS 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 22 – Merit Review Process

The University is proposing to have a compensation program based on merit, which shall be determined annually based on established criteria. Merit decisions are not grievable or arbitrable.

Article 24 – Instructional Workload

PCS bargaining unit members shall teach three (3) of four (4) periods per day, with one preparation block open each instructional day.

Article 26 – Release Time

The University shall release no more than **two (2)** bargaining unit member(s) to negotiate successor Side Letters not to exceed **four full (4)** school days. **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

1. General Provisions

- a. Discipline is a written censure, suspension without pay, or reduction in pay for misconduct and/or dereliction of academic duty.
- b. Dismissal is the termination of employment, initiated by the University, prior to the stated ending date of appointment for serious misconduct, serious dereliction of academic duty, or the failure to maintain the academic standards.
- c. Any discipline or dismissal pursuant to this Article shall be for just

cause.

2. Notice of Intent

The University shall provide Written Notice of Intent for the following actions: suspension without pay, reduction in pay, or dismissal.

a. Issuance

The University shall give a Written Notice of Intent to the affected the PCS bargaining unit member, either by delivery in person, or by placing the Written Notice of Intent in the United States Mail, first-class, postage-paid, in an envelope addressed to the PCS bargaining unit member at her or his last known home address. The PCS bargaining unit member shall be responsible for informing the designated University office in writing of his or her current home address and of any change in such address. The information so provided shall constitute "the employee's last known home address."

The University will send a copy of the notice to the Union.

Whether the University delivers the Written Notice of Intent in person or by mail, the Notice of Intent shall contain a statement of delivery or mailing indicating the date on which the University personally delivered or deposited the Notice of Intent in the U.S. Mail. Such date of delivery or mailing shall constitute the date of issuance of the Written Notice of Intent.

b. Content

The Written Notice of Intent shall:

- 1) inform the PCS bargaining unit member of the disciplinary or dismissal action intended, and the effective date of the action;
- 2) provide an explanation of the reason for the action,
- 3) inform the PCS bargaining unit member of the right to respond, to whom to respond, and the applicable time frame; and
- 4) inform the PCS bargaining unit member of the right to representation by a representative of her/his choice, including the union.

c. Response to Written Notice of Intent

The PCS bargaining unit member or her/his designated representative shall be entitled to respond, either orally or in writing, to the Notice of Intent described above. If the University delivers the written Notice of Intent in person, the University must receive the response within fourteen (14) calendar days from the date on which it delivered/issued the written Notice of Intent. If the University mails the written notice, the University must receive the response within thirty (30) calendar days from the date on which the written Notice of Intent was mailed. The University shall establish the date on which it mailed the Notice of Intent by sending the Notice via registered mail.

Article 32 – Grievance Procedure

The University proposes to keep the current contract language, provided grievances are limited to the provisions of the Agreement that apply to PCS and/or this Side Letter.

Article 33 – Arbitration

The University proposes to keep the current contract language, provided arbitrations are limited to the provisions of the Agreement that apply to PCS and/or this Side Letter.

Article 37 – Waiver

The University proposes to keep the current contract language, provided subjects are limited to the provisions of the Agreement that apply to PCS and/or this Side Letter.

Article 41 – Parking

The provisions in Article 41 shall apply to PCS bargaining unit members.

D. PROVISIONS THAT DO NOT APPLY

None of the articles below shall cover the Preuss Charter School bargaining unit members:

Article 7A-NSF Appointments

Article 7B- Process for Initial Continuing Appointments

Article 7C-Continuing Appointments

Article 23 – Summer Session

Article 29 – Academic Calendars

Article 31 – Pre Six Mentoring

Article 42 – On-Line Education

Appendix H – NSF List of Duties that Shall Receive Equivalencies

IX Side Letters

Appendices

Appendix PCSSL: A – Salary Scale

Appendix PCSSL: B – Extended Day Pay

Appendix PCSSL: C – Enumeration of Benefits

Appendix PCSSL: D – Post Employment Benefits

E. IMPLEMENTATION

The parties agree to implement dues and agency fees provisions sixty (60) days following ratification of this Side Letter agreement.

