

### 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