



CAMPUS HUMAN RESOURCES  
10920 WILSHIRE BOULEVARD, SUITE 200  
LOS ANGELES, CA 90024-6518

PHONE: 310-794-0800  
WWW.CHR.UCLA.EDU

August 8, 2022

Writer's direct line: (310) 794-0869  
E-mail: [kmassih@chr.ucla.edu](mailto:kmassih@chr.ucla.edu)

*Via Electronic Mail*

Bill Quirk  
Executive Director  
UC-AFT Local 1474  
[bquirk@ucaft.org](mailto:bquirk@ucaft.org)

**RE: UCLA Lab School Negotiations**

Dear Bill:

This letter constitutes the University of California, Los Angeles' (hereinafter the "University"), response to the University Council – American Federation of Teachers at the University of California's ("UC-AFT") July 15, 2022 letter regarding UCLA Lab School negotiations.

The University's position regarding a side letter for the Lab School has remained the same throughout discussions with the Union and we maintain that we are not obligated to bargain a separate side letter with the UC-AFT, except as specifically set forth in the collective bargaining agreement in effect between the University and the UC-AFT and described below as it relates to Demonstration Teachers' salary increases. Further, the University is not in agreement with your broad assertion that "every response from the University prior to [Anthony Solana, Jr.'s] letter on June 21 indicated a willingness and intent to bargain over school calendar and other subjects." As you note in your letter, you initially reached out, on behalf of the UC-AFT, on February 11, 2022.<sup>1</sup> However, the primary purpose of this outreach was to "demand[] that Lab School administration cease and desist from planning, development and implementation of a school calendar," based on the UC-AFT's assertion that the school calendar is a mandatory subject of bargaining.<sup>2,3</sup> In addition, you fail to note that your February 11 correspondence was sent approximately two months after the Regents of the University of California and the UC-AFT reached agreement on a successor collective bargaining agreement (hereinafter the "Agreement") on December 3, 2021. This Agreement included and affected all Non-Senate Instructional bargaining unit members, including Demonstration Teachers at the UCLA Lab School. There is one exception – Article 21 ("Compensation") of the Agreement, which specifically notes that "salary increases, if any, for the bargaining unit members at the UCLA Lab School, UCLA

<sup>1</sup> See generally Exhibit A, February 11, 2022 Email from B. Quirk to N. Fishel titled "Lab School Cease and Desist and Demand to Bargain School Calendar." (emphasis added).

<sup>2</sup> *Id.*

<sup>3</sup> As noted in the University's June 21, 2022 correspondence, it is our position that the Agreement provides the University the exclusive management right to establish or modify academic calendars. See Exhibit B, June 21, 2022 letter from A. Solana, Jr. to B. Quirk titled "UCLA Lab School Calendar and Side Letter Negotiations."

Geffen Academy, and the UCSD Preuss School shall be subject to separate, local negotiations.”<sup>4</sup> As such, with the exception of the Demonstration Teachers’ salary increases, the Agreement is now closed and neither party is under any obligation to bargain a closed contract.

You also allege that “[t]he history of negotiations over the Lab School Side Letter shows that the University and UC-AFT have repeatedly engaged in negotiations over a variety of subjects after the main agreement was settled.” While the parties have previously bargained separately for issues in addition to salary, this in no way indicates a past practice or a requirement to continue to do so.<sup>5</sup> This was addressed in the negotiations between the University and the UC-AFT with respect to the Agreement. Specifically, Article 37, Section E of the Agreement states:

Except as otherwise provided for in this Agreement, or upon mutual consent of the parties to seek written amendment thereto, the University and the Union, **for the life of this Agreement, 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 Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement,** 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 Agreement.<sup>6</sup>

Accordingly, and as mentioned in the University’s June 21, 2022 response, Article 37 of the Agreement absolves the parties of the duty to bargain matters, both covered and not covered, for the life of the Agreement.

Your letter also included a statement from Nadine Fishel, Chief Negotiator for the University of California, in the recent negotiations with the UC-AFT for a successor collective bargaining agreement. However, the aforementioned statement only mentioned a side letter for the Lab School and does not include any specific topics which would be included in such an agreement. Further, side letters specific to the UCLA Lab School are to be expected, especially given the language in Article 21 of the Agreement which notes that all salary increases for the UCLA Lab School will be subject to “local negotiations,” and as such, would require a separate side letter.<sup>7</sup>

As we have noted previously and as we reiterate once again, the University will meet and negotiate a side letter with the UC-AFT in good faith. However, the only matter that the parties are required to bargain is the salary increases for the Demonstration Teachers.

Finally, it is our understanding that the Demonstration Teachers have been sending Principal Lazo various communications related to Lab School bargaining. We ask that all future communications be sent to Sandy McDonough, the Chief Negotiator for the University.

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<sup>4</sup> See generally Exhibit C, Article 21 of the Agreement.

<sup>5</sup> See generally Exhibit D, 2011 UCLA Lab School Side Letter Agreement; Exhibit E, 2014 UCLA Lab School Side Letter Agreement; Exhibit F, 2016 UCLA Lab School Side Letter Agreement.

<sup>6</sup> See generally Exhibit G, Article 37 of the Agreement. (emphasis added).

<sup>7</sup> See Exhibit C.

August 8, 2022

Page 3

In addition, and as Ms. McDonough has previously iterated, we believe that in-person negotiations will achieve optimal results. The Demonstration Teachers will also be in-person soon for their teaching responsibilities, so it is not unreasonable to request that negotiations take place in person. The University also recently conducted in-person bargaining with Geffen Academy and its Skilled Trades unit (K4) without incident. To that end, we have secured well-ventilated, large rooms at the UCLA School of Education & Information Studies from 9 AM – 5 PM on August 10, 11, 15 and 17. The University will also require testing, masking, and social distancing to further prevent the risk of transmission of COVID-19.

As PERB has explained, parties must bargain ground rules for negotiations in the same manner they must bargain in good faith about substantive terms or conditions of employment.<sup>8</sup> In fact, unilateral imposition of ground rules is tantamount to a refusal to bargain and is the basis for an unfair practice charge.<sup>9</sup> On July 14, 2022 you sent an email to Ms. McDonough which initially proposed that the parties meet over Zoom, “given the current COVID numbers.” On July 27, 2022, you noted that you “created a zoom link that will work for all bargaining days.” On July 28, 2022, Ms. McDonough responded, noting that the University would like to meet in-person to conduct negotiations. You responded the next day, stating that “[w]e will not meet in person for these negotiation sessions.” Your refusal to bargain the in-person or remote nature of the negotiations is a per se violation of the duty to bargain in good faith.

We also agree to allow bargaining members to make presentations as part of the in-person bargaining process, but do not agree to open the negotiations up to general observation by all interested parties.

If you have any questions, please do not hesitate to contact me at (310) 794-0869 or via email at [kmassih@chr.ucla.edu](mailto:kmassih@chr.ucla.edu).

Sincerely,



Kim Massih  
Manager – Labor Relations  
Employee & Labor Relations

cc: Anthony Solana, Jr., Director – Employee & Labor Relations  
Marnie Phillips, Employee & Labor Relations Advocate, Employee & Labor Relations  
Sandy McDonough, Esq., Paul, Plevin, Sullivan & Connaughton, LLP.  
Devin Dillon, Superintendent, PreK-12 Operations  
Jody Priselac, Associate Dean for Community Programs, GSE&IS  
Georgia Lazo, Principal, UCLA Lab School  
Monica Alfredsen, Academic Personnel Manager, GSE&IS  
Michael Simidjian, Director, Academic Personnel Office  
Jesse Delgado, Senior Administrative Analyst, Academic Personnel Office

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<sup>8</sup> *County of Orange* (2018) PERB Decision No. 2594-M, pp. 8-16.

<sup>9</sup> *Id.*

## **Exhibit A**

**From:** [Bill Quirk](#)  
**To:** [Nadine Fishel](#)  
**Cc:** [ddillon@be.ucla.edu](mailto:ddillon@be.ucla.edu); [Massih, Kim](#); [Tiffany Page](#); [Nancy Kaczmarek](#); [Solana, Anthony](#); [Mia McIver](#); [glazo@labschool.ucla.edu](mailto:glazo@labschool.ucla.edu)  
**Subject:** Lab School Cease and Desist and Demand to Bargain School Calendar  
**Date:** Friday, February 11, 2022 2:23:38 PM  
**Attachments:** [Cease and Desist DtB Lab School Calendar 2022.2.11.docx.pdf](#)

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Dear Nadine,

It has come to UC-AFT's attention that the Lab School administration is initiating a school calendar planning process in a meeting of the Professional Leadership Committee (PLC) on Monday, February 14, 2022 with the intent of establishing a new school calendar for the 2022-23 school year as soon as March 2022.

School calendars, including instructional days, instructional minutes, planning time, and related topics are all mandatory subjects of bargaining. The Lab School administration and the University have been notified of our intent to negotiate a new side letter, and we have initiated scheduling of that process, beginning with an initial meeting to share our interests in negotiations for this round of bargaining. School calendar, including the topics listed above, and many others, are within the scope of negotiations for the new Lab School side letter.

Therefore, UC-AFT demands that Lab School administration cease and desist from planning, development and implementation of a school calendar until such time as we have negotiated to agreement on these subjects and any others opened in negotiations.

UC-AFT is eager to begin negotiations, and we reiterate our request for dates and times when we can meet to outline our interests for this round of negotiations and to establish a consistent schedule of bargaining dates.

We look forward to your reply and a productive and collaborative negotiation process.

Sincerely,

Bill

--

Bill Quirk  
Executive Director, UC-AFT  
805-689-0645  
[ucaft.org](http://ucaft.org)  
Twitter: @UCAFT  
Instagram: uc\_aft  
[Become a member of UC-AFT using this easy online form.](#)

*"We believe that education leads to action. If you advocate just one action, you're an organizer. We teach*

*leadership here. Then people go out and do what they want."*

-Myles Horton, Highlander Folk School

February 11, 2022

Nadine Fishel  
Associate Director, Labor Relations  
UCOP

Re: Cease and Desist and Demand to Bargain Lab School Calendar

Dear Nadine,

It has come to UC-AFT's attention that the Lab School administration is initiating a school calendar planning process in a meeting of the Professional Leadership Committee (PLC) on Monday, February 14, 2022 with the intent of establishing a new school calendar for the 2022-23 school year as soon as March 2022.

School calendars, including instructional days, instructional minutes, planning time, etc., are all mandatory subjects of bargaining. The Lab School administration and the University have been notified of our intent to negotiate a new side letter, and we have initiated scheduling of that process, beginning with an initial meeting to share our interests in negotiations for this round of bargaining. School calendar, including the topics listed above, and possibly others, are within the scope of negotiations for the new Lab School side letter.

Therefore, UC-AFT demands that Lab School administration cease and desist from planning, development and implementation of a school calendar until such time as we have negotiated to agreement on these subjects and any others opened in negotiations.

UC-AFT is eager to begin negotiations, and we reiterate our request for dates and times when we can meet to outline our interests for this round of negotiations and to establish a consistent schedule of bargaining dates.

We look forward to your reply and a productive and collaborative negotiation process.

/Page 2

Sincerely,

Bill Quirk  
Executive Director  
UC-AFT Local 1474

cc:

Georgia Ann Lazo  
Devin Dillon  
Kim Massih  
Anthony Solana  
Tiffany Page  
Mia McIver

## **Exhibit B**



CAMPUS HUMAN RESOURCES  
10920 WILSHIRE BOULEVARD, SUITE 200  
LOS ANGELES, CA 90024-6518

PHONE: 310-794-0800  
WWW.CHR.UCLA.EDU

June 21, 2022

Writer's direct line: (310) 794-0866  
E-mail: [asolana@chr.ucla.edu](mailto:asolana@chr.ucla.edu)

*Via Electronic Mail*

Bill Quirk  
Executive Director, UC-AFT  
[bquirk@ucaft.org](mailto:bquirk@ucaft.org)

**RE: UCLA Lab School Calendar and Side Letter Negotiations**

Dear Bill:

This letter is in follow-up to Ms. Massih's March 24, 2022 letter regarding the Lab School Calendar. As you are aware, on November 17, 2021, the University of California and the University Council – American Federation of Teachers (“UC-AFT”) reached an agreement on a new, multi-year contract for the Lecturers Unit (“IX MOU”). The IX MOU is effective December 3, 2021 through June 30, 2026. The IX MOU contains enumerated Management Rights that fall within the exclusive control of the University, and a Waiver clause which absolves the parties of the duty to bargain for matters both covered and not covered by the agreement for the life of the IX MOU. Nevertheless, the UC-AFT continues to assert the Lab School Calendar is a mandatory subject of bargaining. We disagree for several reasons.

First, the IX MOU gives UCLA the exclusive Management Right to establish or modify academic calendars:

[T]he UC-AFT agrees that the University has the right to establish, plan, direct, and control the University's missions, programs, objectives, activities, resources, and priorities . . . ; to establish and administer procedures, rules and regulations, and direct and control University operations; . . . to establish or modify the academic calendars; . . . [and] to schedule hours of work . . . . Such management of the University is vested exclusively in the University, its officers, agents and bodies as delegated by the Board of Regents. (Art. 28 – Management Rights, § A.) (emphasis added.)

June 8, 2022

Page 2

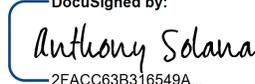
Second, by conceding academic calendars are within the exclusive control of the University and agreeing to waiver language, the UC-AFT clearly and unambiguously waived its right to negotiate over changes to academic calendars. Specifically, the Waiver clause absolves the parties of the duty to bargain for matters both covered and not covered by the agreement for the life of the IX MOU:

Except as otherwise provided for in this Agreement, or upon mutual consent of the parties to seek written amendment thereto, the University and the Union, for the life of this Agreement, 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 Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, 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 Agreement. (Art. 37 – Waiver, § E.) (emphasis added.)

Third, even if academic calendars are not within the exclusive control of the University, and even if the UC-AFT did not waive its right to bargain over academic calendars, the Lab School's fixed and established practice of unilaterally establishing and modifying its academic calendar is historic and accepted.

Notwithstanding the above, if the UC-AFT contends there are non-waived mandatory subjects of bargaining to negotiate regarding the Lab School, please specifically articulate those subjects so the University can continue to assess its duty to bargain. If the UC-AFT articulates non-waived mandatory subjects of bargaining, the University will agree to commence negotiations on a side letter for the Lab School and Sandy McDonough will serve as the Chief Negotiator on behalf of the Lab School. Toward that end, please provide your team's soonest availability to commence discussions.

Sincerely,

DocuSigned by:  
  
2FACC63B316549A...  
Anthony Solana, Jr.  
Director  
Employee & Labor Relations

cc: Sandy McDonough, Esq., Paul, Plevin, Sullivan & Connaughton, LLP.  
Kim Massih, Employee and Labor Relations Advocate  
Marnie Phillips, Employee and Labor Relations Advocate

## **Exhibit C**

# TENTATIVE AGREEMENT

UC/AFT IX Negotiations  
Article 21 – Compensation  
UC Proposal 10 – FINAL  
(reflecting agreement)  
November 23, 2021  
Page 1 of 4

For UC-AFT



Mia L. McIver  
12/10/2021

For the University



Nadine B. Fishel  
12-3-2021

**[Table numbers may change and references will be updated accordingly]**

## ARTICLE 21 COMPENSATION

### A. GENERAL PROVISIONS

- a.** All Pre-Six **Unit 18 faculty** shall have an annualized salary rate within the established salary range as referenced in Table 15, except as provided in Section D below.
- b.** All Continuing Appointees **and Senior Continuing Appointees** shall have an annualized salary rate within the established salary range as referenced in Table 16, except as provided in Section D below.
- c.** **Effective the first full pay period following sixty (60) calendar days from the date of ratification,** the minimum salary rate, effective in Tables 16 ~~and Table 17~~ for Senior Continuing Lecturers shall be ~~\$78,123~~ **adjusted to be six (6) points higher than the minimum salary rate for Continuing Lecturers.**
- d.** **Unit 18 faculty** shall receive annual general range adjustments as provided in this article.
- e.** Merit increases shall be provided in accordance with the provisions of Article 22 — Merit Reviews **for Continuing Appointees.**
- f.** Pre-six **Unit 18 faculty** shall be provided salary increases in accordance with the provisions of Article 7a, Section **F.3.** — Pre-Six Appointment and Reappointment. (reference subject to change – verify final)
- g.** In the event that the University proposes to restructure the salary scales/schedules for any title(s), in the unit, the University shall provide notice to the Union and upon request shall meet and confer prior to implementation.
- h.** **Unit 18 faculty shall receive the percentage increase when there is a general range adjustment to the Unit 18 salary scale.**
- i.** ~~The University may provide non-general range adjustments to other academic employees and such adjustments will not be provided to members of this unit.~~

**B. Academic Year 2021-2022 Adjustments**

**1. Ratification Lump Sum Payment**

- a. Each Unit 18 faculty member shall receive a one-time, non-base building, non-UCRP eligible payment of \$1500 Ratification Lump Sum Payment, paid no later than the first full pay period following sixty (60) calendar days from the date of ratification.**
- b. In order to be eligible for the Ratification Lump Sum Payment, the Unit 18 faculty member must be on active pay status in the bargaining unit on the date of ratification.**
- c. The Ratification Lump Sum Payment is subject to applicable taxes and withholdings, but union dues shall not be deducted.**

**2. Effective the first full pay period following sixty (60) calendar days from the date of ratification, the University shall adjust the Salary Scales as follows:**

- a. The lowest starting salary point (\$56,945) shall be removed from the salary range (as referenced in the pre-six Standard Table of Starting Salaries (Table 17). The new minimum salary point will become the basis for the first point on the new point based salary scales referenced in B.4 below.**
- b. Pre-Six appointees compensated on the salary removed pursuant to B.2.a. shall move up to the new minimum on Table 15.**
- c. Pre-Six appointees hired for their first Unit 18 faculty appointment on or after implementation of the new rates shall be placed at least at the new minimum on Table 15.**

**3. General Range Adjustment - Effective the first full pay period following sixty (60) calendar days from the date of ratification, the University shall adjust Unit 18 salary scales by seven percent (7.0%).**

**4. Salary Point-Based Scale Implementation**

- a. Effective the first full pay period following sixty (60) calendar days from the date of ratification, the University shall convert Tables 15 and 16, and 17 to point-based salary scales.
- b. The salary point-based scales shall have fixed points in increments of 3%. Unit 18 faculty shall be placed on the nearest point on or above their current full time salary rate.

(References in the Agreement to salary range movement shall be modified to reflect salary point movement.)

**5. GENERAL RANGE ADJUSTMENTS FOR ACADEMIC YEARS 2022-2023, 2023-2024, 2024-2025 and 2025-2026**

1. Effective July 1, 2022, the University shall adjust Unit 18 salary scales by three percent (3.0%).
2. Effective July 1, 2023, the University shall adjust Unit 18 salary scales by three percent (3.0%).
3. Effective July 1, 2024, the University shall adjust Unit 18 salary scales by three percent (3.0%).
4. Effective July 1, 2025, the University shall adjust Unit 18 salary scales by four percent (4.0%).

**6. SPECIAL PROVISIONS**

1. Above-scale annualized salaries may be paid to Unit 18 faculty at the sole discretion of the University.
2. Positions and/or titles paid on a “By Agreement” basis may continue to be paid on a “By Agreement” basis insofar as the amount paid to each “By Agreement” **Unit 18 faculty** is at or above the minimum of the salary range for her/his position.

~~3. **Unit 18 faculty** appointed to a Supervisor of Teacher Education title shall be paid in accordance with Tables 32 and 33.~~

~~3.~~ **Supervisors of Teacher Education**

- a. Effective the first full pay period following sixty (60) calendar days from the date of ratification, the salary scales for Supervisors of

**Teacher Education - Table 32 shall have the same *minimum as Pre-Six Lecturers in Table 15 and the same maximum as Continuing Lecturers in Table 16 (academic year salary scale) and Table 33 shall have the same minimum as T15F and same maximum as T16F (fiscal year salary scale), with the implementation of the salary-point scales. The minimum rate shall be salary-point one.***

- b. **Effective the first full pay period following sixty (60) calendar days from the date of ratification, current supervisors transitioning to the salary-point based scale (Tables 32 and 33) shall be placed on the salary point equal to their current salary on the date of implementation or to the next highest salary point if their current salary falls between two salary points;**
  - c. **Effective the first full pay period following sixty (60) calendar days from the date of ratification, the minimum salaries for newly hired Supervisors of Teacher Education shall be at least:**
    - i. **Bachelor’s degree – salary-point one**
    - ii. **Master’s degree – salary-point two**
    - iii. **Doctoral degree – salary-point three**
  - d. **Effective the first full pay period following sixty (60) calendar days from the date of ratification, with the transition to the salary-point scale, there will be no salary caps per educational level.**
5. Positions and/or titles that are or become eligible to participate in the University’s health science compensation plans may participate in those plans in accordance with the policies and procedures in effect at the time.
6. For the duration of this Agreement, salary increases, if any, for the ~~Demonstration Teachers~~ **bargaining unit members** at the **UCLA Lab School, UCLA Geffen Academy and the UCSD Preuss School** shall be subject to separate, local negotiations.

7. **GRIEVABILITY**

Decisions related to the amount and timing of general range adjustments, merit adjustments, and all aspects of the non-general range adjustment provided to other academic employees are not grievable. The implementation of the amount and timing of the general range adjustments, one-time adjustments and special salary adjustments is subject to grievance and arbitration.

## **Exhibit D**



CAMPUS HUMAN RESOURCES  
10920 WILSHIRE BLVD, SUITE 200  
LOS ANGELES, CA 90024-6518

PHONE: 310-794-0800

[www.chr.ucla.edu](http://www.chr.ucla.edu)

SIDE LETTER  
RE DEMONSTRATION TEACHERS (TCs 2210 & 2211)

UCLA

1. This Side Letter supersedes any and all Side Letters pertaining to the Demonstration Teachers at UCLA entered into prior to the date of this Side Letter.
2. The terms of the Memorandum of Understanding (MOU) effective October 17, 2011, between the UC-AFT and the University of California, including benefits and duration but excluding Salary, apply to the Demonstration Teachers.
3. All Demonstration Teachers will be paid a one-time, non-base-building stipend of \$1,000.00. Said payment will be reflected in the Demonstration Teachers' February 2012 paycheck.
4. Effective in the academic year 2011-12 and throughout the duration of the MOU, all Demonstration Teachers will be eligible for up to \$1,000 in professional development funding per academic year.
5. After implementation of the merit increases referenced in Article 21 of the MOU referenced above, UCLA will award a commitment increase to Demonstration Teachers above the salary scale every two years commencing July 2012 as follows:
  - a. BA, \$750.00
  - b. BA + 12, \$1,000;
  - c. MA, \$1,250;
  - d. MA+12, \$1,500;
  - e. MA+24, \$1,750
  - f. MA+36, \$2,000.

6. Total instructional minutes will increase by thirty (30) minutes per day. The assignment of instructional minutes will vary depending upon the grade level. Instructional time shall take place between 8:00 a.m. and 3:15 p.m.
7. Demonstration Teachers will be entitled to two (2) unassigned, non-working days per academic calendar year—one in the fall, one in the spring—to be taken on pupil-free days and determined when the school calendar is set.



Lynne E. Thompson  
Chief Negotiator  
UCLA

December 20, 2011



Kevin Cronin  
Chief Negotiator  
UC-AFT

December 20, 2011

## **Exhibit E**



CAMPUS HUMAN RESOURCES  
10920 WILSHIRE BLVD, SUITE 200  
LOS ANGELES, CA 90024-6518  
PHONE: 310-794-0800

[www.chr.ucla.edu](http://www.chr.ucla.edu)

**UCLA SIDE LETTER  
RE DEMONSTRATION TEACHERS (TCs 2210 & 2211)**

1. The terms of the Memorandum of Understanding (MOU) effective October 17, 2011 between the UC-AFT and the University of California, including salary, benefits and duration will apply to the Demonstration Teachers.
2. After implementation of the merit increases referenced in Article 21 of the MOU referenced above, UCLA will award a commitment increase to Demonstration Teachers above the salary scale every two years commencing July 2012 as follows:
  - a. BA, \$750.00
  - b. BA + 12, \$1,000;
  - c. MA, \$1,250;
  - d. MA+12, \$1,500;
  - e. MA+24, \$1, 750
  - f. MA+36, \$2,000.
3. Total instructional minutes will increase by thirty (30) minutes per day. The assignment of instructional minutes will vary depending upon the grade level. Instructional time shall take place between 8:00 a.m. and 3:15 p.m.
4. Demonstration Teachers will be entitled to two (2) unassigned, non-working days per academic calendar year—one in the fall, one in the spring—to be taken on pupil-free days and determined when the school calendar is set.

Handwritten signature of Lynne E. Thompson in black ink.

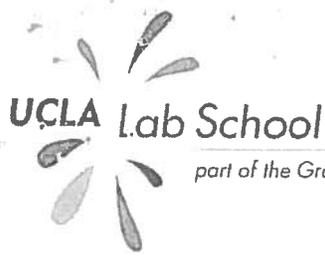
Lynne E. Thompson  
Chief Negotiator  
UCLA Lab School

Handwritten signature of Kevin Cronin in black ink.

Kevin Cronin  
Chief Negotiator,  
UC-AFT

Date:

Date:



part of the Graduate School of Education and Information Studies

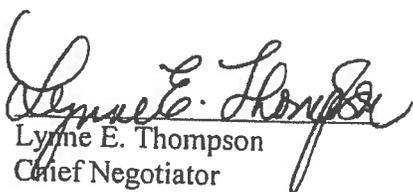
### SIDE LETTER

UCLA Lab School Demonstration Teachers (T.C. 2210 and 2211)  
And Substitute Teachers (T.C. 2427)

1. This Side Letter supersedes any and all Side Letters pertaining to the Demonstration Teachers at UCLA entered into prior to the date of this Side Letter.
2. The terms of the Memorandum of Understanding (MOU) effective October 17, 2011, (and revised by agreements reached at subsequent reopener bargaining) between the UC-AFT and the University of California, including benefits, but excluding Salary, apply to the Demonstration Teachers, as revised below.
3. Demonstration Teachers will receive a 2.0 % wage increase ATB, effective November 1, 2013; a 1.5% wage increase ATB, effective July 1, 2014; and a 1.5% wage increase ATB effective July 1, 2015. Demonstration Teachers are ineligible to receive any general range adjustment that might be given to represented or non-represented academic employees, including Senate Faculty, in 2014 or throughout the life of this Side Letter.
4. Demonstration Teachers will transition to a three-year merit review cycle in accordance with the table below. Teachers scheduled for review during the 2013/14 academic year would receive approved merits effective July 1, 2014; those scheduled for review during the 2014/15 academic year would be postponed until 2015/16, and receive approved merits effective July 1, 2016. Consistent with the terms applicable to the balance of the Lecturers' bargaining unit, merit reviews will hereafter occur at three-year intervals.

	2012-13		2013-14	2014-15	2015-16	2016-17	2017-18
Continuing employees	Had merit under 2 yr. cycle		Review	Merit		Review	Merit
Continuing employees	Had review under 2yr. cycle		Merit		Review	Merit	
New Hires	New Hire in 2012			Review	Merit		
New Hires			New Hire 2013		Review	Merit	
New Hires				New Hire 2014		Review	Merit

5. Demonstration Teachers will be compensated for Outreach for contracts approved by UCLA Lab School Principal as follows:
  - Summer--\$400/full day and \$200/half day for preparation and delivery of outreach on weekdays and weekends.
  - School year--\$400/full day and \$200/half-day for preparation and delivery of outreach during winter and spring breaks (there shall be no compensation for weekends)
6. Demonstration Teachers who achieve their National Board Certification after date of hire at UCLA Lab School will receive a one-time, non-base-building National Board Certification Payment of \$2500. This payment will not be available to new hires with National Board Certification.
7. Long-term substitute teachers (in excess of 6 consecutive weeks in the same classroom as predetermined on the hire date) will be paid \$170/day.
8. Annual Professional Development funding will be provided in amount of \$1800 for Demonstration teaching in the Learning in Two Languages Program and \$1500 for all other Demonstration Teachers at UCLA's Lab School.
9. There will be a cap on the usage of Personal Leave Days of no more than eight (8) days per academic year. Personal Leave days may not be taken in conjunction with University holidays as designated in the Holidays article of the parties' MOU. Where feasible, 48 hours advance approval by the school Principal or designee is required if three (3) or more Personal Leave days are to be taken consecutively. Demonstration Teachers must notify the Principal or designee when a Personal Leave Day is taken.
10. The terms of this Side Letter are effective on the latest of the dates of the signatories below.

  
Lynne E. Thompson  
Chief Negotiator  
UCLA

  
Kevin Cronin  
Chief Negotiator  
UC-AFT

March 12, 2014

March 12, 2014

## **Exhibit F**

**UCLA SIDE LETTER  
RE DEMONSTRATION TEACHERS (TITLE CODES 2210 & 2211)**

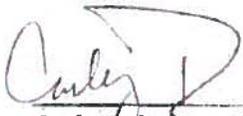
1. The terms of the Memorandum of Understanding (MOU) effective February 29, 2016 between UC-AFT and the University of California, including benefits, but excluding salary, will apply to the Demonstration Teachers as revised below.
2. This side letter will expire on the same date as the MOU between UC-AFT and the University of California, January 31, 2020.
3. Demonstration Teachers will receive the following range adjustments:
  - a. 3%, effective July 1, 2016;
  - b. 2.5%, effective July 1, 2017;
  - c. 2.5%, effective July 1, 2018; and
  - d. 2%, effective July 1, 2019 subject to a re-opener if non-represented academic employees, including Senate Faculty, receive a range adjustment greater than 2%.
4. Demonstration Teachers who achieve their National Board Certification after their date of hire at UCLA Lab School will receive a one-time, non-base building National Board Certification Payment of \$2,500.00. This payment is not available to new hires with National Board Certification. Additionally, Demonstration Teachers will receive a one-time, non-base building National Board Certification Renewal Payment of \$2,500.00 upon the renewal of their certification.
5. Demonstration Teachers are entitled to the following professional development funding each year:
  - a. \$1,800.00 for Demonstration Teachers in the Learning in Two Languages programs; and
  - b. \$1,500.00 for all other Demonstration Teachers

Upon prior approval from Lab School Administration, a Demonstration Teacher may defer the receipt of all or \$1,000.00 of his/her Professional Development funding by one year. A Demonstration Teacher must submit his/her request and receive approval by UCLA Lab School Administration to defer the funding payment by December 1<sup>st</sup> of the year in which the Demonstration Teacher intends to forgo or reduce his/her receipt of Professional Development funding. The amount of deferred funding cannot be increased or decreased after December 1<sup>st</sup>.

The receipt of Professional Development funding may not be deferred by more than one year. A Demonstration Teacher must use his/her accumulated Professional Development funding within the fiscal year following the year the deferred funding was approved.

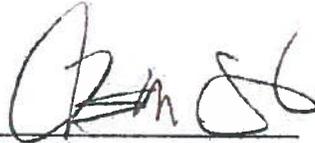
By way of example, deferral of all funds would result in a Demonstration Teacher receiving a payment in the amount of two years of the Professional Development funding available under this Side Letter (\$3,600.00 for Demonstration Teachers in the Learning in Two Languages programs and \$3,000.00 for all other Demonstration Teachers.) The deferral of \$1,000.00 of funding, would result in a Demonstration Teacher receiving the deferred funds (\$1,000) in addition to the annual amount available under the side letter for a total of \$2,800.00 for Demonstration Teachers in the Learning in Two Languages program or \$2,500.00 for all other Demonstration Teachers.

6. The University agrees to continue discussions with AFT to address the issue of compensation for the Learning in Two Languages teachers' service on two committees; a vision committee and the LTL committee.



Carly Bobek  
Chief Negotiator  
UCLA

October 10, 2016



Kevin Cronin  
Chief Negotiator  
UC-AFT

October 10, 2016



Peter Chester  
Director, Labor Relations  
University of California

October 18, 2016

**UCLA Lab School Demonstration Teachers Side Letter Addendum**

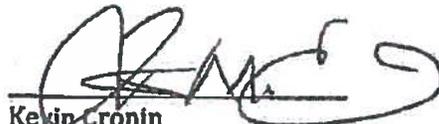
The parties agree to add the following provision as an addendum to the UCLA Demonstration Teacher Side Letter, dated October 10, 2016 ("Side Letter"). This provision is in response to paragraph 6 of the Side Letter regarding LTL compensation.<sup>1</sup>

Each Academic Year, Learning in Two Languages ("LTL") teachers are eligible to receive a \$4,000.00 non-base building lump sum payment in accordance with the criteria below:

- To receive a lump sum payment, the LTL teacher must be on payroll on the date of the payout.
- The lump sum payment will be paid out in two installments over the course of an Academic Year:
  - For the 2016-2017 Academic year, a \$2,000.00 payment will be included in eligible LTL teachers' February 1<sup>st</sup> and July 1<sup>st</sup> paychecks.
  - For the 2017-2018 Academic year, a \$2,000.00 payment will be included in eligible LTL teachers' February 1<sup>st</sup> and July 1<sup>st</sup> paychecks
  - For the 2018-2019 Academic year, a \$2,000.00 payment will be included in eligible LTL teachers' February 1<sup>st</sup> and July 1<sup>st</sup> paychecks
- The lump sum payment is non-base building and non-UCRP eligible.



Carly Bobek  
Chief Negotiator  
UCLA



Kevin Cronin  
Chief Negotiator  
UC-AFT

~~December~~  
November 12, 2016

~~November~~ <sup>30</sup>  
November 30, 2016



Peter Chester  
Director, Labor Relations  
University of California

~~December~~ <sup>3</sup>  
~~November~~ 3, 2016

<sup>1</sup> The October 10, 2016 Side Letter is incorporated by reference and is attached.

## **Exhibit G**

**Tentative Agreement**

**For the University**



**Nadine B. Fishel**  
**5-25-2021**

For UC-AFT



**Mia L. McIver**  
**6-11-21**

**ARTICLE 37**  
**WAIVER**

- A.** The University and the Union acknowledge that during the negotiations which resulted in this ~~MOU~~ **Agreement**, 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 ~~MOU~~ **Agreement** and that this ~~MOU~~ **Agreement** constitutes the agreement arrived at by the parties.
- B.** The rights granted and the policies and procedures set forth in the Academic Personnel Manual shall not apply to NSF's, except as specifically set forth below or elsewhere in this ~~MOU~~ **Agreement**.
- C.** The University and the Union agree that the applicable parts of the following **Academic Personnel Manual policies** ~~policies and procedures, including presidential and regental policies, continue to~~ apply to NSF's:

~~Patent~~

~~Copyright~~

~~Indemnity~~

~~Sexual Harassment/Sexual Violence~~

~~Whistleblower~~

~~Whistleblower Protection~~

APM 015, A.6 and 7 – The Faculty Code of Conduct

**APM 120 – Emerita/Emeritus Titles**

**APM 190, Appendix C - University of CA Policy on Substance Abuse**

APM 520 – Employment of Near Relatives

**APM 600, Appendix 2 – Computation of Pay for Academic**

**Appointees Giving Less Than A Full Quarter or Semester of Service**

APM 663 - Additional Compensation: University Extension

APM 664 - Additional Compensation: Services as Faculty Consultant

APM 666 - Additional Compensation: Honoraria

~~APM 667 - Additional Compensation: Extramurally Funded Research~~

**APM 765 – Death Payments**

Only changes in the above policies and procedures applicable to NSF's will be subject to notice and the meet and confer process. Implementation of any of these proposed policies, procedures, rules or regulations, will not be delayed for other employees by the failure of the parties to complete the meet and confer process or the failure to reach agreement.

- D. The University and the Union agree that the University may, during the life of this ~~MOU~~ **Agreement**, establish and administer policies, procedures, rules and regulations, **including Presidential and Regental policies**. In the event the University proposes the establishment **of, or revision to,** ~~of~~ a policy, procedure, rule or regulation that is systemwide in nature and has significant impact on the terms and conditions of employment of NSFs, the University agrees to meet and confer upon timely written request with the Union regarding the significant impacts on members of the unit. Implementation of any of these proposed policies, procedures, rules or regulations, will not be delayed for other employees by the failure of the parties to complete the meet and confer process or the failure to reach agreement. The UC and the UC-AFT shall execute in writing the agreement resulting from such negotiations, and the agreement shall become an addendum to this Agreement. If the parties do not reach agreement in the negotiations, the impasse procedures pursuant to HEERA shall apply.
- E. Except as otherwise provided for in this ~~MOU~~ **Agreement**, or upon mutual consent of the parties to seek written amendment thereto, the University and the Union, for the life of this ~~MOU~~ **Agreement**, 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 ~~MOU~~ **Agreement**, or with respect to any subject or matter not specifically referred to or covered by this ~~MOU~~ **Agreement**, 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 ~~MOU~~ **Agreement**.

**PROOF OF SERVICE FORM**

A copy of this form shall be appropriately filled out and attached when Proof of Service or statement of delivery or mailing is required. Use Part 1 and Part 3 for delivery by mail. Use Part 2 and Part 3 for email delivery.

**Part 1** Delivery by U.S. Mail: Proof of Service by Mail

I declare that I am over the age of eighteen years and not a party to the action. My business address is:

UCLA Campus Human Resources  
10920 Wilshire Boulevard, Suite 200  
Los Angeles, California 90024-6504

On \_\_\_\_\_ I served the attached \_\_\_\_\_  
(Date) (Description of Document)

by placing a true copy enclosed in a sealed envelope, and delivering it to the United States mailbox for immediate processing, addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Part 2** Email Delivery:

I declare that on 8.8.2022 I personally emailed the attached UCLA Lab School Negotiations to:  
(Date) (Description of Document)

Bill Quirk

\_\_\_\_\_  
bquirk@ucaft.org  
\_\_\_\_\_

**Part 3** I declare under penalty of perjury that the foregoing is true and correct and that this declaration was

executed on 8.8.2022 at Los Angeles, California.  
(Date) (City)

\_\_\_\_\_  
Ricky Terriquez  
(Type or Print Name)

\_\_\_\_\_  
  
(Signature)