



**STATE OF CALIFORNIA  
PUBLIC EMPLOYMENT RELATIONS BOARD  
UNFAIR PRACTICE CHARGE**

**DO NOT WRITE IN THIS SPACE:** Case No: \_\_\_\_\_ Date Filed: \_\_\_\_\_

**INSTRUCTIONS:** File the original and one copy of this charge form in the appropriate PERB regional office (see PERB Regulation 32075), with proof of service attached to each copy. Proper filing includes concurrent service and proof of service of the charge as required by PERB Regulation 32615(c). All forms are available from the regional offices or PERB's website at [www.perb.ca.gov](http://www.perb.ca.gov). If more space is needed for any item on this form, attach additional sheets and number items.

IS THIS AN AMENDED CHARGE? YES  If so, Case No. \_\_\_\_\_ NO

1. CHARGING PARTY: EMPLOYEE  EMPLOYEE ORGANIZATION  EMPLOYER  PUBLIC<sup>1</sup>

a. Full name: UC-AFT

b. Mailing address: Leonard Carder, LLP, 1999 Harrison Street, Suite 2700, Oakland, CA 94612

c. Telephone number: (510) 272-0169

d. Name and title of person filing charge: Afroz Baig, Attorney E-mail Address: [abaig@leonardcarder.com](mailto:abaig@leonardcarder.com)  
Telephone number: (510) 272-0169 Fax No.: (510) 272-0174

e. Bargaining unit(s) involved: Unit 18 (non-Senate faculty) at UCLA's Lab School

2. CHARGE FILED AGAINST: (mark one only) EMPLOYEE ORGANIZATION  EMPLOYER

a. Full name: Regents of the University of California

b. Mailing address: Office of the General Counsel, University of California Office of the President, 1111 Franklin St., 8th Floor, Oakland, CA 94612

c. Telephone number: (510) 987-9800

d. Name and title of agent to contact: Allison Woodall, Deputy General Counsel E-mail Address: [Allison.Woodall@ucop.edu](mailto:Allison.Woodall@ucop.edu)  
Telephone number: (510) 987-0933 Fax No.: (510) 987-9757

3. NAME OF EMPLOYER (Complete this section only if the charge is filed against an employee organization.)

a. Full name:

b. Mailing address:

4. APPOINTING POWER: (Complete this section only if the employer is the State of California. See Gov. Code, § 18524.)

a. Full name:

b. Mailing address:

c. Agent:

<sup>1</sup> An affected member of the public may only file a charge relating to an alleged public notice violation, pursuant to Government Code section 3523, 3547, 3547.5, or 3595, or Public Utilities Code section 99569.  
PERB-61 (4/3/2020) SEE REVERSE SIDE

**5. GRIEVANCE PROCEDURE**

Are the parties covered by an agreement containing a grievance procedure which ends in binding arbitration?

Yes  No

**6. STATEMENT OF CHARGE**

- a. The charging party hereby alleges that the above-named respondent is under the jurisdiction of: (check one)
- Educational Employment Relations Act (EERA) (Gov. Code, § 3540 et seq.)
  - Ralph C. Dills Act (Gov. Code, § 3512 et seq.)
  - Higher Education Employer-Employee Relations Act (HEERA) (Gov. Code, § 3560 et seq.)
  - Meyers-Milias-Brown Act (MMBA) (Gov. Code, § 3500 et seq.)
  - Los Angeles County Metropolitan Transportation Authority Transit Employer-Employee Relations Act (TEERA) (Pub. Utilities Code, § 99560 et seq.)
  - Trial Court Employment Protection and Governance Act (Trial Court Act) (Article 3; Gov. Code, § 71630 – 71639.5)
  - Trial Court Interpreter Employment and Labor Relations Act (Court Interpreter Act) (Gov. Code, § 71800 et seq.)
- b. The specific Government or Public Utilities Code section(s), or PERB regulation section(s) alleged to have been violated is/are: Gov. Code Section 3571(a), (b) and (c).
- c. For MMBA, Trial Court Act and Court Interpreter Act cases, if applicable, the specific local rule(s) alleged to have been violated is/are **(a copy of the applicable local rule(s) MUST be attached to the charge):**
- 
- d. Provide a clear and concise statement of the conduct alleged to constitute an unfair practice including, where known, the time and place of each instance of respondent’s conduct, and the name and capacity of each person involved. This must be a statement of the facts that support your claim and *not conclusions of law*. A statement of the remedy sought must also be provided. *(Use and attach additional sheets of paper if necessary.)*
- See attachment.

**DECLARATION**

I declare under penalty of perjury that I have read the above charge and that the statements herein are true and complete to the best of my knowledge and belief and that this declaration was executed on 7/28/2020 (Date)

at Oakland, CA (City and State)

Afroz Baig  
(Type or Print Name)

  
(Signature)

Title, if any: Attorney

Mailing address: Leonard Carder, LLP, 1999 Harrison Street, Suite 2700, Oakland, CA 94612

Telephone Number: (510) 272-0169 E-Mail Address: abaig@leonardcarder.com

## **PROOF OF SERVICE**

I am employed in Alameda County. I am over the age of eighteen (18) years and not a party to the within action. My business address is 1999 Harrison Street, Suite 2700, Oakland, California 94612. On July 28, 2020, I served the following document(s):

### **Unfair Practice Charge University Council-AFT v University of California**

by placing a true copy thereof enclosed in a sealed envelope and served in the manner and/or manners described below to each of the parties herein and addressed as below or stated on the attached service list:

Allison Woodall, Attny  
Office of the General Counsel  
Regents of the University of California  
1111 Franklin Street, 8th Floor  
Oakland, CA 94612  
Email: [Allison.Woodall@ucop.edu](mailto:Allison.Woodall@ucop.edu)  
[Tonya.cole@ucop.edu](mailto:Tonya.cole@ucop.edu)

Peter Chester, Executive Director  
UC Labor Relations  
300 Lakeside Dr., 10th Fl., Rm 1017  
Oakland, CA 94612  
Email: [Peter.Chester@ucop.edu](mailto:Peter.Chester@ucop.edu)

  X   **BY EMAIL:** I caused said document(s) to be transmitted to the email address of the addressee(s) designated.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at Concord, California on July 28, 2020.

/s/ C. Edgerton

Carol Edgerton

## **ATTACHMENT TO UNFAIR PRACTICE CHARGE**

### **I. INTRODUCTION**

Charging Party University Council-American Federation of Teachers (“UC-AFT” or “the union”) brings this charge against Respondent Regents of the University of California (“UC” or “the University”) for failing to meet and confer in good faith to discuss the effects of UC’s decision to move to remote instruction for the Spring Quarter at UCLA’s Lab School (“the Lab School”).<sup>1</sup> During the COVID-19 public health emergency, UCLA’s Lab School directed employees represented by UC-AFT to provide instruction to students remotely. The University transitioned to remote instruction at the Lab School before bargaining over the effects of its decision with UC-AFT. The University also issued several directives to Lab School employees, setting and changing the terms for remote instruction without first providing notice and an opportunity to bargain.

Although the union requested to bargain the effects of the change to remote instruction for the Spring Quarter, the University engaged in bad faith tactics to delay negotiations and at this point has simply walked away from bargaining altogether, all while implementing multiple changes to negotiable subjects. The University’s bad-faith conduct reached its culmination in late May, after UC cancelled a bargaining session but promised to give a counterproposal in lieu of the meeting, and thereafter stopped communicating altogether regarding effects bargaining. Simply put, the University said it wanted to reach an agreement, but in reality, worked to delay the process to ensure that the Spring Quarter at the Lab School would come to an end without any agreement on terms and conditions of remote instruction, destroying UC-AFT’s ability to represent its members by bargaining over the numerous directives unilaterally implemented by UC during the quarter.

A complaint should issue because there is no clearer case of bad faith bargaining than an employer that simply walks away from the table. The University plainly violated HEERA section 3571(c), as well as (a) and (b) by its bad-faith bargaining conduct—implementing remote instruction before bargaining over the effects, delaying effects negotiations, and abandoning effects bargaining before the parties reached an impasse, all while implementing unilateral changes to mandatory subjects of bargaining. The University’s conduct is capable of repetition, as the parties will likely be bargaining over the same issues for the Fall Quarter.

### **II. FACTUAL BACKGROUND**

UC-AFT represents 6,766 employees at the University of California’s campuses, and 34 employees at the Lab School. The represented workers affected by the University’s bad faith conduct are those in Unit 18 (non-Senate faculty), and employed at the Lab School. The Memorandum of Understanding between the University and UC-AFT for non-Senate faculty was

---

<sup>1</sup> UCLA’s Lab School is “Part of UCLA Graduate School of Education & Information Studies” and “an innovative school for children ages 4-12.” See <https://www.labschool.ucla.edu/about/>

in effect from February 27, 2016 to January 31, 2020. The parties have been in negotiations for a successor agreement since April 17, 2019.

#### **A. COVID-19 Closures in March 2020**

On March 10, 2020, UCLA Chancellor Gene D. Block issued a message to the campus community regarding COVID-19. This announcement stated that effective March 11, 2020, UCLA would suspend in-person classes wherever possible and transition to online platforms through April 10. However, the campus would remain open, including housing, hospitals, clinics and research laboratories.

In response to Block's message and similar messages issued at other campuses, on March 10, 2020, Mia McIver, UC-AFT's President, sent an e-mail to Nadine Fishel, Associate Director of Labor Relations at UC, demanding to bargain over the effects of campus closures. Specifically, the e-mail stated:

UC-AFT demands to bargain over the effects of campus closures and conversion of classes and exams to remote formats. The effects we have identified thus far include but are not limited to: extraordinary hours of uncompensated work, lack of availability of training and other concrete assistance, out of pocket costs for equipment purchases, negative responses on student evaluations of teaching and their corresponding effect in performance reviews for advancement and promotion, need for paid family leave to care for children and elders whose schools and care facilities are closed, health and safety risks that need to be mitigated.<sup>2</sup>

The e-mail also proposed that an upcoming contract bargaining session be dedicated to address these matters.<sup>3</sup>

On March 10, 2020, at 12:43 PM, Lab School Principal Georgia Ann Lazo sent an e-mail to the Lab School's internal list serve, which includes UC-AFT members advising teachers that:

UCLA has made a decision to move to remote learning starting tomorrow, March 11. There are no known cases of COVID-19 on the campus. This is being done out of an abundance of caution. Given this, UCLA Lab School will also move to alternative learning methods starting tomorrow. We can expect alternative learning to take place for the next few weeks. Details are forthcoming... I am in the process of compiling all of your information regarding alternative learning methods.<sup>4</sup>

On March 10, 2020, at 4:48 PM, Lab School Principal Lazo sent another e-mail to the Lab School's internal list serve.<sup>5</sup> This e-mail advised teachers, "the expectation is that if you do not

---

<sup>2</sup> See Exh. 1, McIver E-mail dated March 10, 2020.

<sup>3</sup> *Id.*

<sup>4</sup> Exh. 2, Lazo E-mail dated March 10, 2020, 12:43 PM.

<sup>5</sup> Exh. 3, Lazo E-mail dated March 10, 2020, 4:48 PM.

have childcare needs specifically related to COVID-19, you will report to work at Lab School.”<sup>6</sup> The e-mail advised employees unable to come to work due to a COVID-19 related daycare or school closure that they were permitted to work remotely, and provided with instructions on how to report their time while working remotely.<sup>7</sup>

On March 17, 2020, at 8:09 AM, Lab School Principal Georgia Ann Lazo sent an e-mail to the Lab School’s internal list serve, which includes UC-AFT members. This e-mail stated:

The campus has instructed most of us to stay home. Please work from home if you are not yet at Lab School. If you are already on site (I know there are a few employees already at Lab), you may stay until 1pm today and not work in groups. You may plan and conduct your duties adhering to social distancing protocols maintaining at least 6 feet distance from others. I will be communicating with you (those at Lab today) directly about 10am after a scheduled conference call.<sup>8</sup>

Thereafter, on March 18, 2020, Principal Lazo sent another e-mail to Lab School faculty explaining that a faculty meeting would be held to “review expectations for online teaching, both short term and long term.”<sup>9</sup> The e-mail also stated that in light of the Chancellor’s decision to extend remote instruction through the Spring, “we need to plan for the few months as if we will be on remote work and remote teaching.”<sup>10</sup> The Agenda for the meeting included the following items: (1) Clarify guidelines for remote work, (2) Review expectations for remote teaching, and staggered schedules, (3) Review summary of plans by teams, (4) Questions and answers.<sup>11</sup> The e-mail also contained an attachment of “staggered schedules,” “based on families’ needs and the fact that most households do not have more than one or two electronic devices and some have slow internet connectivity.”<sup>12</sup>

Thereafter, on April 6, 2020, Principal Lazo e-mailed the teachers working with intermediate level students, and asked them to develop a schedule and plans for intermediate students based on internal discussions that had taken place.<sup>13</sup> The e-mail stated that parents were “waiting for the new schedule to be shared with them by tomorrow.”<sup>14</sup> Further, the e-mail articulated guidelines for a schedule, including:

- Instructional time should start between 8:15 am and 8:45 am;
- Instructing teachers that they should be “splitting the direct instruction between you so that you are teaching simultaneously”; and

---

<sup>6</sup> *Id.*

<sup>7</sup> *Id.*

<sup>8</sup> *See* Exh. 4, Lazo E-mail dated March 17, 2020.

<sup>9</sup> *See* Exh. 5, Lazo E-mail dated March 18, 2020.

<sup>10</sup> *Id.*

<sup>11</sup> *Id.*

<sup>12</sup> *Id.*; *See* Exh. 6, Expectations for Remote Learning-March 18, 2020.

<sup>13</sup> *See* Exh. 7, Lazo E-mail dated April 6, 2020.

<sup>14</sup> *Id.*

- Directing that course content needs to be incorporated within directed lessons in the morning time.<sup>15</sup>

The e-mail also included a draft schedule for instruction, which would be shared with the parents.<sup>16</sup> On April 7, 2020, Principal Lazo e-mailed the teachers working with intermediate level students and asked them to “send me the intermediate schedule by 3pm so I can review and then share with the intermediate families.”<sup>17</sup>

### **B. Demand to Bargain Effects at UCLA Lab School**

Effects bargaining as to the Lab School occurred on the local level instead of during statewide negotiations. On April 7, 2020, Mia McIver sent an e-mail to Nadine Fishel titled “UCLA Lab School Effects Bargaining.”<sup>18</sup> This e-mail conveyed that the Lab School Demonstration Teachers were “receiving a bewildering number of directives that change on a daily basis—sometimes even more frequently.” The e-mail stated that UC-AFT and the University needed to bargain over a written agreement immediately on the following issues:

- Workload and work hours;
- Mutual agreement that the quality of education will be impacted due to the circumstances at no fault of the students, parents, teachers, or administration, and that a distance learning model cannot provide the same learning environment as in-presence learning;
- Hiring of outside substitutes for faculty members who become ill, or if workload is too high;
- Daily work schedule for Demonstration Teachers to not exceed 240 minutes of total work time;
- Regular opportunities for professional development and to learn technology used for distance learning; and
- Directing parents to express concerns about their child’s instruction directly to teachers before communication with Lab School administration.<sup>19</sup>

In response, the University stated that Michael Simidjian and Erika Chau would handle effects bargaining at the Lab School locally at UCLA.<sup>20</sup>

### **C. UCLA Lab School Effects Bargaining**

Because the shift to remote teaching happened at the end of the Winter Quarter and would affect the Spring Quarter—running from March 30, 2020, to June 12, 2020—UC-AFT sought to bargain the effects of moving to remote instruction quickly. For UC-AFT and its members, the issue was particularly urgent since Lab School instructors were already feeling the brunt of having to suddenly adapt to an entirely new teaching environment and were pouring

---

<sup>15</sup> *Id.*

<sup>16</sup> *Id.*

<sup>17</sup> See Exh. 8, Lazo E-mail dated April 7, 2020.

<sup>18</sup> See Exh. 9, McIver E-mail dated April 7, 2020.

<sup>19</sup> *Id.*

<sup>20</sup> See Exh. 10, McIver E-mail dated April 8, 2020.

hours of extra time into remote teaching. At the same time, they were subjected to multiple and changing directives from the school although many public school districts in the area quickly reached agreements with their teachers in COVID-19 effects bargaining. On April 9, 2020, Holly Craig-Wehrle, UC-AFT's lead negotiator for effects bargaining at the Lab School, contacted Mr. Simidjian and Ms. Chau to schedule a time for a bargaining session "as soon as possible."<sup>21</sup> Additionally, she proposed dates and times the union was available to meet.<sup>22</sup> Mr. Simidjian replied by e-mail the same day, stating that he would "get back to you with our availability."<sup>23</sup> The University's next correspondence came on April 13, 2020, when UCLA Employee and Labor Relations Coordinator Ricky Terriquez e-mailed Ms. Craig-Wehrle to propose a meeting on April 16, 2020 at a new time.<sup>24</sup> Ms. Craig-Wehrle responded the same day and confirmed that the union would be available to meet at the date and time proposed by the University.<sup>25</sup>

The parties met on April 16, 2020, for a bargaining session. At this session, UC-AFT presented its first proposal to Mr. Simidjian, titled Side Letter Agreement between the Lab School and UC-AFT.<sup>26</sup> The union sought to address issues including work schedules, use of live video, communication with parents, health and safety concerns regarding screen use, and reimbursement for out-of-pocket expenses. Thereafter, Ms. Craig-Wehrle and Mr. Simidjian spoke by phone on April 17, 2020. During this call, Mr. Simidjian conveyed that he wanted to meet again the following week, one or two more times in total, to finish effects bargaining and reach an agreement. Ms. Craig-Wehrle agreed to this schedule.

On April 21, 2020, Ms. Craig-Wehrle e-mailed Mr. Simidjian and Mr. Terriquez to ask about scheduling the next bargaining session.<sup>27</sup> On April 23, 2020, Ms. Craig-Wehrle sent a follow-up e-mail to Mr. Simidjian asking to schedule possible dates for bargaining.<sup>28</sup> On the same day, Mr. Terriquez replied that he was "currently pulling availability" and hoped to have a response shortly.<sup>29</sup> He subsequently proposed dates for bargaining sessions, but stated that he was "still waiting more responses."<sup>30</sup> On April 24, 2020, Ms. Wehrle responded that two of the proposed dates, April 28 and 30, worked for the union.<sup>31</sup>

On April 27, 2020, Ms. Craig-Wehrle e-mailed Mr. Simidjian and Mr. Terriquez to confirm that the bargaining sessions scheduled for April 28 and 30 would take place, and circulated a Zoom invite for the session.<sup>32</sup> Mr. Terriquez replied, "our team is unable to confirm for tomorrow, but I would like to write and assure you that I am actively working to confirm for

---

<sup>21</sup> See Exh. 11, Craig-Wehrle E-mail dated April 9, 2020.

<sup>22</sup> *Id.*

<sup>23</sup> See Exh. 12, Simidjian E-mail dated April 9, 2020.

<sup>24</sup> See Exh. 13, Terriquez E-mail dated April 13, 2020.

<sup>25</sup> See Exh. 14, Craig-Wehrle E-mail dated April 13, 2020.

<sup>26</sup> See Exh. 15, UC-AFT Proposal # 1, April 16, 2020.

<sup>27</sup> See Exh. 16, Craig-Wehrle E-mail dated April 21, 2020.

<sup>28</sup> See Exh. 17, Craig-Wehrle E-mail dated April 23, 2020.

<sup>29</sup> See Exh. 18, Terriquez E-mail dated April 23, 2020.

<sup>30</sup> See Exh. 19 and 20, Terriquez E-mails dated April 23, 2020 at 1:41 PM and 2:16 PM.

<sup>31</sup> See Exh. 21, Craig-Wehrle E-mail dated April 24, 2020.

<sup>32</sup> See Exh. 22, Craig-Wehrle E-mail dated April 27, 2020.

Thursday...”<sup>33</sup> Additionally, he stated that was looking into the possibility of a bargaining session on Friday (May 1, 2020). On April 28, 2020, Ms. Craig-Wehrle asked the Lab School to confirm the Thursday bargaining session, stating that UC-AFT was also available to meet on Friday (May 1, 2020).<sup>34</sup> However, on April 29, 2020, Mr. Terriquez e-mailed Ms. Craig-Wehrle, stating that the University could no longer conduct bargaining on April 30, 2020 at the previously agreed upon time of 10:30 AM, but could meet on that day at 4 PM.<sup>35</sup> Ms. Craig-Wehrle confirmed that the union would make itself available at the newly proposed time of 4 PM on April 30, 2020, and asked if the University would be sending a counterproposal to UC-AFT in advance of the meeting.<sup>36</sup> The University represented that it would provide it the night before the bargaining session, but then sent an e-mail at 9:18 PM on April 29, 2020, stating that the proposal was being vetted.<sup>37</sup>

On April 30, 2020, the parties met for the agreed-upon bargaining session. Thirty minutes prior to this meeting, but not the night before as initially indicated, the University advanced its first counterproposal.<sup>38</sup> During that bargaining session, the parties also scheduled tentative sessions for May 4, 2020, and May 7, 2020.

On May 1, 2020, the Union responded to the University’s first counterproposal.<sup>39</sup> Thereafter, on May 3, 2020, Mr. Simidjian e-mailed Ms. Craig-Wehrle, stating that he could not confirm the bargaining session for May 4, 2020, but could confirm the May 7, 2020, session.<sup>40</sup> In that same e-mail, he stated that the University’s second counterproposal would be sent to UC-AFT on May 5, 2020.<sup>41</sup>

On May 7, 2020<sup>42</sup>, the parties met for a bargaining session. During this meeting, Ms. Craig-Wehrle asked Mr. Simidjian for dates to schedule additional bargaining sessions. He responded by offering May 14, 2020, with the caveat that he would first need to confirm with his team. He otherwise refused to block out a general time on May 14 day for the bargaining session.

On May 8, 2020, Ms. Craig-Wehrle e-mailed, asking for meeting times on May 14, 2020.<sup>43</sup> Ms. Craig-Wehrle sent another e-mail to Mr. Simidjian on May 11, 2020, inquiring when the meeting on May 14, 2020, would take place.<sup>44</sup> Mr. Simidjian responded that he was unable to meet because he would be on leave “for about a week,” and that he would be “issuing a written response” to the union’s proposal.<sup>45</sup>

---

<sup>33</sup> See Exh. 23, Terriquez E-mail dated April 27, 2020.

<sup>34</sup> See Exh. 24, Craig-Wehrle E-mail dated April 28, 2020.

<sup>35</sup> See Exh. 25, Terriquez E-mail dated April 29, 2020.

<sup>36</sup> See Exh. 26, Craig-Wehrle E-mail dated April 29, 2020.

<sup>37</sup> See Exh. 27, Simidjian E-mail dated April 29, 2020.

<sup>38</sup> See Exh. 28, Simidjian E-mail dated April 30, 2020; Exh. 29, UCLA Lab School Counter Proposal # 1.

<sup>39</sup> See Exh. 30, UC-AFT Proposal # 2, May 1, 2020.

<sup>40</sup> See Exh. 31, Simidjian E-mail dated May 3, 2020.

<sup>41</sup> *Id.*; Exh. 32, Simidjian E-mail dated May 6, 2020 (The University’s second counterproposal was not sent until May 6, 2020); Ex. 33, UCLA Lab School Counter Proposal # 2.

<sup>42</sup> See Exh. 34, UC-AFT Proposal # 3, May 7, 2020.

<sup>43</sup> See Exh. 35, Craig-Wehrle E-mail dated May 8, 2020.

<sup>44</sup> See Exh. 36, Craig-Wehrle E-mail dated May 11, 2020.

<sup>45</sup> See Exh. 37, Simidjian E-mail dated May 11, 2020.

Thereafter, on May 15, 2020, Ms. Craig-Wehrle sent an e-mail to Mr. Simidjian and his supervisor Mr. Solana<sup>46</sup>, stating:

I wanted to check in because I was expecting to receive your counter for lab school effects bargaining before you went on leave this week, but I have not yet.

I fully respect all employees' right to leave, so Anthony, I hope you can help. Please advise on the whereabouts of the counter. I'd like to receive it before we close this week.<sup>47</sup>

Ms. Craig-Wehrle did not receive a response to this e-mail, so she sent another e-mail to Mr. Simidjian and Mr. Solana on May 19, 2020, requesting that UC provide a response.<sup>48</sup> In response, Mr. Solana stated that Mr. Simidjian was UC's chief negotiator, and that he would respond to UC-AFT when he returned from leave.<sup>49</sup> Ms. Craig-Wehrle conveyed to Mr. Solana that Mr. Simidjian planned to send a counterproposal to UC-AFT in lieu of a meeting, due to his anticipated leave, but did not do so.<sup>50</sup> Additionally, Ms. Craig-Wehrle asked for confirmation that UCLA was not willing to provide a counterproposal until Mr. Simidjian's leave ended.<sup>51</sup> In response, Mr. Solana confirmed that the counterproposal would not be submitted to the union in Mr. Simidjian's absence, and stated "Michael will follow-up when he returns."<sup>52</sup>

On May 26, 2020, Ms. Craig-Wehrle again requested that Mr. Simidjian send UC-AFT the University's counterproposal for Lab School bargaining.<sup>53</sup> Receiving no response, Ms. Craig-Wehrle e-mailed Mr. Simidjian on May 28, 2020, asking for the counterproposal.<sup>54</sup> Not receiving a response to *any* of her requests, Ms. Craig-Wehrle sent the following e-mail to Mr. Simidjian on June 2, 2020:

On Monday, May 11, you communicated that you would send a written counter for Lab School effects bargaining. I have not received that counter. **Furthermore, I have not received a single email on this subject from you since May 12.** Anthony assured me you would respond when you returned from your leave, yet a week has passed with no response. This behavior is unacceptable.

Please provide a counter proposal no later than 5 pm tomorrow.<sup>55</sup>

///

///

---

<sup>46</sup> Mr. Solana is the Director of Employee and Labor Relations for the University.

<sup>47</sup> See Exh. 38, Craig-Wehrle E-mail dated May 15, 2020.

<sup>48</sup> See Exh. 39, Craig-Wehrle E-mail dated May 19, 2020.

<sup>49</sup> See Exh. 40, Solana E-mail dated May 19, 2020.

<sup>50</sup> See Exh. 41, Craig-Wehrle E-mail dated May 19, 2020 at 11:54 AM.

<sup>51</sup> *Id.*

<sup>52</sup> See Exh. 42, Solana E-mail dated May 19, 2020 at 3:40 PM.

<sup>53</sup> See Exh. 43, Craig-Wehrle E-mail dated May 26, 2020.

<sup>54</sup> See Exh. 44, Craig-Wehrle E-mail dated May 28, 2020.

<sup>55</sup> See Exh. 45, Craig-Wehrle E-mail dated June 2, 2020, (emphasis added).

Mr. Simidjian responded the same day and stated that he was back from his leave, and “will submit a response when it is ready.”<sup>56</sup> The University has not produced a counteroffer, or continued Lab School effects bargaining with UC-AFT since June 2, 2020.

### **III. DISCUSSION**

HEERA Section 3571(c) makes it unlawful for a higher education employer to refuse or fail to engage in meeting and conferring with an exclusive representative. (Gov. Code § 3571(c).) “In cases of an alleged failure or refusal to bargain in good faith, PERB has held that one must look to the entire course of negotiations, examining a party’s outward conduct to determine whether its subjective intent was to seriously attempt to resolve differences and reach a common ground.” (*Charter Oak Unified School District* (1991) PERB Dec. No. 873, p. 7.) To determine if good faith bargaining has occurred, and whether the parties “negotiated with the requisite subjective intention of reaching an agreement,” the “totality of conduct” test is employed. (*Pajaro Valley Unified School Dist.* (1978) PERB Dec. No. 51, p. 5; *Oakland Unified School District* (1982) PERB Dec. No. 275.) Failure to exchange proposals or attempt to reconcile differences is viewed as indicia of bad faith. (*See Oakland Unified School District* (1981) PERB Dec. No. 178, pp. 7-8.) Delaying tactics and dilatory conduct in scheduling and attending bargaining sessions may also be viewed as indicia of bad faith. (*See City and County of San Francisco* (2007) PERB Dec. No. 1890-M [“The Board has affirmed dismissals of surface bargaining charges when the facts indicate that the parties have not been impeded from negotiating due to alleged multiple indicia of bad faith behavior”].)

The totality of the circumstances include the fact that demonstration teachers at the Lab School were *suddenly* forced to start teaching remotely due to the COVID-19 global pandemic. In response, UC-AFT immediately demanded effects bargaining to address remote instruction during the Spring Quarter. Right after remote instruction was implemented, Lab School teachers began to receive numerous directives—at times changing on a daily basis or more frequently—with instructions and expectations from their employer about how to carry out their job duties. Given this, UC-AFT clearly conveyed to the employer that the parties needed to negotiate an agreement as soon as possible to permit demonstration teachers to “do their jobs without wondering constantly when they’ll be told to do something completely different.”<sup>57</sup> The University initially gave the union the impression that it was interested in reaching an agreement, but delayed the process of scheduling bargaining sessions, cancelled bargaining sessions with promises of producing counter proposals, and ultimately stopped responding to the union altogether.

///

///

///

---

<sup>56</sup> See Exh. 46, Simidjian E-mail dated June 2, 2020.

<sup>57</sup> See Exh. 9, McIver E-mail dated April 7, 2020.

### **A. The University Bargained in Bad Faith by Refusing to Advance a Counterproposal, and Engaging in Delaying and Dilatory Conduct Before Walking Away from Bargaining Altogether**

The duty to bargain in good faith requires parties to actively work towards reaching agreement. (*Pajaro Valley, supra*, PERB Dec. No. 51 at p. 4.) The parties' conduct in bargaining must evidence an intent to reach agreement. (*Ibid.*) While some conduct *per se* breaches the duty to bargain, conduct such as delay tactics or failing to offer counter proposals are viewed as indicators of bad faith. (See *Oakland Unified School District, supra*, PERB Dec. No. 178, p. 8; *City and County of San Francisco, supra*, PERB Dec. No. 1890-M, p. 10.)

“A flat refusal to reconcile differences by failing to offer counterproposals could be construed to be in bad faith if no explanation or rationale supports the employer's position.” (*Oakland Unified School District, supra*, PERB Dec. No. 178 at p. 8). Here, the University advanced two counterproposals, and promised that a third counterproposal was forthcoming on May 11, 2020. However, after May 11, the University failed to advance *any* counter proposal or respond to the union's requests for the counterproposal. The University concluded that it was sufficient to tell the union, after weeks of delay, that the counterproposal would be shared “when it was ready.”<sup>58</sup> Evidently, the University never felt that its counterproposal was “ready” because to date it has not been shared with the union. Further, the University's failure to advance a counterproposal after May 11, 2020, effectively resulted in Lab School teachers engaging in remote instruction throughout the duration of the Spring Quarter without any agreement in place and based solely on the terms dictated by the school.

Similarly, delay tactics are also indicators of bad faith. The Board has found that missing or cancelling meetings constitutes evidence of bad faith. (*Stockton Unified School District* (1980) PERB Dec. No. 143; *Oakland Unified School District* (1983) PERB Dec. No. 326.) Throughout effects bargaining, the University was slow to confirm availability for bargaining, and quick to cancel agreed upon dates and times. Despite this, UC-AFT continued to ask the University to schedule dates, made themselves available when the University proposed new dates and times without a lot of advance notice, and gave the University proposals. However, the University ultimately delayed the negotiations by cancelling a scheduled bargaining session, failing to provide any counterproposal, notwithstanding promises to the contrary, and thereafter not scheduling any more meetings. In the end, UC has completely abandoned bargaining, effectively refusing to bargain in addition to delaying and failing to make counter proposals. Meanwhile, demonstration teachers at the Lab School continued to perform remote teaching work without the benefit of certainty over the terms of their work.

The University's explanation for the delays does not pass muster. Initially, the University stated the bargaining session had to be cancelled because its chief negotiator was on leave *for a week*. However, the University failed to produce any counterproposal once he returned from his short leave. Given this, UC's true motive is clear—it stalled and delayed negotiations so that the

---

<sup>58</sup> See Exh. 46, Simidjian E-mail dated June 2, 2020.

spring quarter at the Lab School would come to an end, and it could continue to dictate the terms of remote teaching for demonstration teachers without bargaining with UC-AFT.<sup>59</sup>

While UC failed to bargain, demonstration teachers at the Lab School were expected to carry out their job functions in the remote context without the benefit of their union negotiating over the terms and conditions of teaching remotely. This resulted in teachers working exceptionally long days to conduct live instruction, plan lessons, create independent study assignments, attend meetings, and respond to e-mails.<sup>60</sup> It also meant that the number of hours teachers worked and their work schedules were never bargained over and agreed upon. Given the sudden shift to remote teaching due to the COVID-19 pandemic and the uncertain amount of time the employees were expected to teach remotely, the University's conduct in delaying negotiations was egregious. The University gave the appearance of negotiating with the union to run out the clock on the Spring Quarter.

### **B. The University's Conduct Amounts to Unilateral Change**

When an employer makes a decision it does not have to bargain over, it must still meet and confer over any foreseeable effects of the decision on matters within the scope of representation. (*See California Federation of Interpreters* (2020) PERB Dec. No. 2701-I, p. 47 [citing *County of Santa Clara, supra*, (2019) PERB Dec. No. 2680-M, pp. 11-12]). After making a decision, the employer must give the union notice and a reasonable opportunity to negotiate prior to taking action that affects matters within the scope of representation. (*Id.* [citing *County of Sacramento* (2013) PERB Dec. No. 2315-M, p. 5]). Once the exclusive representative receives the notice of the proposed change, it must make a request to bargain any foreseeable effects of the change on negotiable matters. (*Id.* [citing *County of Santa Clara* (2013) PERB Dec. No. 2321-M, 30]). "As a general rule, the employer may not implement the non-negotiable decision until the parties have reached agreement or impasse over the negotiable effects of the decision." (*Id.* [citing *County of Santa Clara, supra*, PERB Dec. No. 2321-M, p. 25]). Even if an employer does implement the non-negotiable decision, it must still bargain in good faith effects after the fact. (*See Compton Community College District* (1989) PERB Dec. No. 720, pp. 14-15.)

Here, Lab School faculty were informed by e-mail on the morning of March 17, 2020, that the campus issued a stay at home order.<sup>61</sup> UC-AFT began to negotiate system wide about the campus closures and conversion of classes to remote formats, and on April 7, 2020, UC-AFT informed the University of the need to bargain specifically about UCLA's Lab School.<sup>62</sup> The e-mail requesting effects bargaining for the Lab School specified the topics, such as expectations about workload and work hours, that the union wished to address.<sup>63</sup> After making the decision to switch to remote instruction due to the COVID-19 public health emergency, the Lab School

---

<sup>59</sup> The last day of school for the Spring Semester at UCLA's Lab School was June 12, 2020. *See* Exh. 47, UCLA Lab School Calendar 2019-2020.

<sup>60</sup> *See* Exh. 9, McIver E-mail dated April 7, 2020.

<sup>61</sup> *See* Exh. 4, Lazo E-mail dated March 17, 2020.

<sup>62</sup> *See* Exh. 9, McIver E-mail dated April 7, 2020.

<sup>63</sup> *Id.*

distributed several directives to demonstration teachers regarding their work duties and other mandatory subjects.

For example, Principal Lazo's March 18, 2020 e-mail sets forth "expectations and guidelines for remote teaching and learning-March 18, 2020."<sup>64</sup> These directives continued to be sent out as the weeks progressed, as reflected in Mia McIver's April 7, 2020 e-mail:

Several issues have now arisen at the UCLA Lab School as well. In general, Lab School Demonstration Teachers are receiving a bewildering number of directives that change on a daily basis—sometimes even more frequently. For example, the Lab School principal sent out an email last night at 8:30 PM with instructions, and then a new one early this morning altering expectations. This has been totally overwhelming for our members.<sup>65</sup>

As a result, not only did the Lab School immediately implement the decision to switch to remote instruction without bargaining the decision or effects prior to implementation, it also continued to change the terms and expectations of remote instruction while effects bargaining was ongoing. Among the changes the Lab School implemented under its remote instruction directives were changes to teachers' work schedules, expectations, duties, and workload all without reasonable notice or a meaningful opportunity to bargain. In fact, many of these decisions were implemented prior to *any* effects bargaining taking place. And even if UC claims it had the right to unilaterally change to remote instruction during the status quo period, it failed to bargain in good faith after it switched to remote instruction, since it failed to reach any agreement with the union and ultimately walked away from any bargaining over these issues for Spring Quarter. (*See Compton Community College District, supra*, PERB Dec. No. 720, p. 14.)

Thus, the University (1) engaged in bad faith bargaining by failing to advance a counterproposal, and engaging in delaying and dilatory tactics, and (2) made unilateral changes by implementing its decision to switch to remote instruction prior to engaging in effects bargaining with UC-AFT, and after imposing its decision, continuing to change the terms and expectations governing remote work for demonstration teachers at the Lab School without bargaining in good faith. By this conduct UC also interfered with employee and union rights, making a derivative interference allegation also appropriate.

#### **IV. REQUESTED REMEDY**

The University must be ordered to remedy, and cease and desist from, all of its bad faith conduct. The remedy must include measures necessary to restore the status quo and make whole UC-AFT and all affected employees, including by reimbursing UC-AFT for all expenses incurred, including attorneys' fees, in seeking to compel UC to comply with its obligations under HEERA. Additionally, UC-AFT requests that the University be required to post a notice both physically and electronically.

---

<sup>64</sup> See Exh. 5 and Exh. 6.

<sup>65</sup> See Exh. 9, McIver E-mail dated April 7, 2020; See also Exh. 7, 8.

# EXHIBIT 1

----- Forwarded message -----

From: **Mia McIver** <[mmciver@ucaft.org](mailto:mmciver@ucaft.org)>  
Date: Tue, Mar 10, 2020 at 5:19 PM  
Subject: Re: Coronavirus—Campuswide Status Update  
To: Nadine Fishel <[Nadine.Fishel@ucop.edu](mailto:Nadine.Fishel@ucop.edu)>  
Cc: Bill Quirk <[bquirk@ucaft.org](mailto:bquirk@ucaft.org)>

Hi Nadine,

UC-AFT demands to bargain over the effects of campus closures and conversion of classes and exams to remote formats. The effects we have identified thus far include but are not limited to: extraordinary hours of uncompensated work, lack of availability of training and other concrete assistance, out of pocket costs for equipment purchases, negative responses on student evaluations of teaching and their corresponding effect in performance reviews for advancement and promotion, need for paid family leave to care for children and elders whose schools and care facilities are closed, health and safety risks that need to be mitigated.

We propose to dedicate this Friday's bargaining session to these matters so that we can reach agreement expeditiously, which is what the situation requires. Please let me know if the University is agreeable to reorienting our focus for Friday.

--Mia

On Tue, Mar 10, 2020 at 11:55 AM Nadine Fishel <[Nadine.Fishel@ucop.edu](mailto:Nadine.Fishel@ucop.edu)> wrote:

FYI

—Nadine

Begin forwarded message:

Date: March 10, 2020 at 9:49:01

**From:** Chancellor Khosla <[adminrec@ucsd.edu](mailto:adminrec@ucsd.edu)>

**Date:** March 9, 2020 at 6:44:46 PM PDT

**To:** All Academics Staff and Students at UC San Diego <[all-official-l@ucsd.edu](mailto:all-official-l@ucsd.edu)>

**Subject:** **Coronavirus—Campuswide Status Update**

**Reply-To:** <[admindnr@ucsd.edu](mailto:admindnr@ucsd.edu)>

UC SAN DIEGO  
CAMPUS NOTICE  
University of California San Diego

OFFICE OF THE CHANCELLOR

March 9, 2020

ALL ACADEMICS, STAFF AND STUDENTS AT UC SAN DIEGO - Including Health

SUBJECT: Coronavirus—Campuswide Status Update

The situation with the coronavirus (COVID-19) is evolving rapidly across the United States. To date, there have been no confirmed cases of the virus on our campus.

However, as local, national and global public health recommendations shift to include mitigation of transmission, we are proactively taking steps that will help to protect the community.

### Campus Status

We remain in contact with the California Department of Public Health, San Diego County officials, university health officials and the UC Office of the President.

Going forward, and through May 10, 2020, we strongly recommend the following guidelines for gatherings on campus and university-hosted events:

- \* Cancellation or postponement of events or meetings that are expected to have more than 100 people. If a meeting or event can be moved to an online platform, then the meeting could still occur.
- \* Cancellation or postponement of non-essential visits to campus by groups of more than 15 people. This would include, for example, campus tours and other events that bring visitors to campus.
- \* All UC San Diego-sponsored athletic events are scheduled to continue, however, events will now be “fan-less,” meaning there should be no fans at the events. (Details about the NCAA Division II men’s regional basketball tournament scheduled for March 13 through March 16 will be determined by the appropriate conferences and the NCAA.)
- \* All questions can be directed to the UC San Diego Emergency Operations Center at [eoc@ucsd.edu](mailto:eoc@ucsd.edu). The EOC will direct your inquiry to the appropriate unit for response.

### Operational Continuity

For the last week of Winter Quarter, courses are continuing to meet in person, but instructors will no longer use attendance-based points in their grading.

Starting in Spring Quarter, all lecture and discussion courses will be delivered remotely. In the context of our campus, this will mainly involve offering conventional courses via online teaching and learning tools. Zoom can be used to deliver real-time online lectures, hold interactive sessions and office hours, or to pre-record short lectures. Course materials of all types can be placed on or linked to the Canvas LMS, including videos or podcasts of lectures, readings, and assignments; Canvas can also mediate tests and chat-based discussions. Laboratory and studio courses for which remote instruction is not possible will continue to meet in person, for the time being.

Educational Technology Services, in collaboration with the Teaching and Learning Commons has developed a resource page where faculty can access tools, support and guidance for remote delivery of course materials or instruction. Questions can be directed to [edtech@ucsd.edu](mailto:edtech@ucsd.edu).

Comprehensive information on educational continuity at UC San Diego is available at <https://aps.ucsd.edu/facdev/covid-19/index.html>

Specific steps that faculty, chairs/directors/provosts, and deans are expected to take to ensure educational continuity are discussed at <https://aps.ucsd.edu/facdev/covid-19/campusrequirements.html>

An FAQ site addressing issues of interest to faculty is at <https://aps.ucsd.edu/facdev/covid-19/faq.html>

Housing and Dining services will continue normal operations.

#### Travel Considerations

All students, faculty and staff should consider whether any mode of personal travel is necessary. We also encourage the campus community to seek alternatives to business-related travel such as virtual meetings or conference calls.

Additionally, given the rapidly changing conditions of the global outbreak, University of California President Janet Napolitano issued a directive (<https://tinyurl.com/trrhjqd>) for all members of the UC community. Faculty, staff and students are instructed to avoid all non-essential, university-related travel to countries determined by the U.S. Centers for Disease Control and Prevention (CDC) to be of high risk for widespread and sustained community transmission of the virus. This would be countries that have COVID-19 Level 3 Travel Health Notices – China, Iran, Italy and South Korea - and COVID-19 Level 2 Travel Health Notices, which currently includes Japan.

To view UC San Diego's interim policy, visit <https://aps.ucsd.edu/chinatravelpreapproval.html>. If you do need to travel on university business, be sure to use Connexus <https://blink.ucsd.edu/travel/booking/connexus/>. If you do not use Connexus, be sure to register your trip with UC Away. Learn more at <https://www.ucop.edu/risk-services-travel/registering.html>.

#### Health and Wellness

We understand that members of the campus community are worried about the virus and may be experiencing heightened feelings of anxiety. If you would like counseling services, there are resources available. If you are a student, please contact Counseling and Psychological Services (CAPs) at (858) 534-3755. If you're a campus employee, contact the Faculty and Staff Assistance Program at (858) 534-5523. If you're a UC San Diego Health employee, please contact your Employee Assistance Program provider aligned with your medical coverage or call (619) 543-3200.

As a reminder, we recommend observing these simple tips to help stay well:

- \* Always wash your hands with soap and water or use an alcohol-based hand sanitizer that contains at least 60% alcohol.
- \* Cover your mouth with your elbow when you cough.
- \* Clean and disinfect surfaces often.
- \* If you are sick, stay home and do not travel.
- \* Call ahead before visiting your doctor or the Student Health Center to arrange a time to be seen.

Finally, we want to remind you that UC San Diego is a proud community of international scholars. We thrive when we respect one another and stay committed to each other's well-being. Your continuing compassion and empathy will make a tangible difference on our campus.

Please stay abreast of the latest communications from UC San Diego at the COVID-19 webpage at <http://coronavirus.ucsd.edu>. We will continue make regular updates and provide details about modified campus operations as new information is available.

Pradeep K. Khosla  
Chancellor

Elizabeth H. Simmons  
Executive Vice Chancellor

--  
Mia L. McIver, Ph.D.  
Lecturer, UCLA Writing Programs  
President, UC-AFT  
Faculty Equity/Student Success: [UC-AFT Faculty Bargaining Blog](#)



## EXHIBIT 2



Holly Craig Wehrle <hcraigwehrle@ucaft.org>

---

**Fwd: INTERNAL ONLY - NOT FOR DISTRIBUTION**

---

**Holly Craig Wehrle** <hcraigwehrle@ucaft.org>  
To: Holly Craig-Wehrle <hcraigwehrle@ucaft.org>

Fri, Jul 24, 2020 at 1:11 PM

---

**From:** Lazo, Georgia Ann <glazo@labschool.ucla.edu>  
**Sent:** Tuesday, March 10, 2020 12:43 PM  
**To:** Lab School Internal <internal@labschool.ucla.edu>  
**Subject:** FW: INTERNAL ONLY - NOT FOR DISTRIBUTION

Dear Colleagues:

PLEASE DO NOT SHARE THIS INFORMATION WITH FAMILIES

A BruinAlert will go out momentarily. UCLA has made a decision to move to remote learning starting tomorrow, March 11. There are no known cases of COVID-19 on the campus. This is being done out of an abundance of caution. Given this, UCLA Lab School will also move to alternative learning methods starting tomorrow. We can expect alternative learning to take place for the next few weeks. Details are forthcoming. It is imperative that you do not share this information.

**We will have an emergency faculty and staff meeting today at 3:15 p.m. in Community Hall.**

Administrative Vice Chancellor Michael Beck and Superintendent Devin Dillon will be sending more details today. I wanted you to be apprised of the BruinAlert.

I am in the process of compiling all of your information regarding alternative learning methods.

Stay calm. We will work together.

Best,

Georgia



# EXHIBIT 3



Holly Craig Wehrle <hcraigwehrle@ucaft.org>

---

## Fwd: Paid Leave and Recording of Time

---

**Holly Craig Wehrle** <hcraigwehrle@ucaft.org>  
To: Holly Craig-Wehrle <hcraigwehrle@ucaft.org>

Fri, Jul 24, 2020 at 1:08 PM

---

**From:** Lazo, Georgia Ann <glazo@labschool.ucla.edu>  
**Sent:** Tuesday, March 10, 2020 4:48 PM  
**To:** Lab School Internal <internal@labschool.ucla.edu>  
**Subject:** Paid Leave and Recording of Time

Dear Colleagues,

Thanks for being at our emergency faculty meeting this afternoon. To clarify:

1. Employees unable to come to work due a COVID-19 daycare or school closure that requires you to be home with your child may work remotely. These employees do not need to use leave balances (e.g. sick or vacation time).
2. All other employees should report to work unless sick. In that case, report illness as usual.
3. The expectation is that if you do not have childcare needs specifically related to COVID-19, you will report to work at Lab School.

Reporting Time When Working Remotely:

1. Report regular hours, as a regular work day in TRS.
2. For our internal school purposes, for Purely HR, please report that you are working from home ("Working Out of Office"). The category does exist.
3. If you are ill, report the illness time as usual.

Please let me and Shelley Brown know if you have any questions.

Do take care of yourselves.

In solidarity,

Georgia Ann Lazo, Ed.D.  
**Principal**  
UCLA Lab School  
(310)825-1557  
[glazo@labschool.ucla.edu](mailto:glazo@labschool.ucla.edu)



# EXHIBIT 4



Holly Craig Wehrle <hcraigwehrle@ucaft.org>

---

## Fwd: Update-COVID-19-Remote work instructions for March 17, 2020

---

**Holly Craig Wehrle** <hcraigwehrle@ucaft.org>  
To: Holly Craig-Wehrle <hcraigwehrle@ucaft.org>

Fri, Jul 24, 2020 at 1:12 PM

---

**From:** Lazo, Georgia Ann <glazo@labschool.ucla.edu>  
**Sent:** Tuesday, March 17, 2020 8:09 AM  
**To:** Lab School Internal <internal@labschool.ucla.edu>  
**Subject:** Update-COVID-19-Remote work instructions for March 17, 2020

Dear Colleagues,

The campus has instructed most of us to stay home. Please work from home if you are not yet at Lab School. If you are already on site (I know there are a few employees already at Lab), you may stay until 1pm today and not work in groups. You may plan and conduct your duties adhering to social distancing protocols maintaining at least 6 feet distance from others. I will be communicating with you (those at Lab today) directly about 10am after a scheduled conference call.

Please know that guidance and plans are changing hour by hour. We will keep you apprised of what we know and be in regular communication with you.

Zoom meetings will continue as planned today and tomorrow. Do stay calm, stay in communication, and stay in virtual community. We are in this together.

My cell phone is (310) 210-5180.

Sending strength and serenity,

Georgia Ann Lazo, Ed.D.  
**Principal**  
UCLA Lab School  
(310)825-1557  
[glazo@labschool.ucla.edu](mailto:glazo@labschool.ucla.edu)



# EXHIBIT 5

**From:** Lazo, Georgia Ann <glazo@labschool.ucla.edu>  
**Sent:** Wednesday, March 18, 2020 10:16 AM  
**To:** Lab School Faculty <faculty@labschool.ucla.edu>  
**Cc:** Ceja, Megan <mceja@labschool.ucla.edu>; Dearth, Hilary <hdearth@labschool.ucla.edu>; Smith, Sandra <ssmith@labschool.ucla.edu>; Weishaupt, Laura <lweishaupt@labschool.ucla.edu>; Brown, Shelley <sbrown@labschool.ucla.edu>  
**Subject:** Faculty Mtg Today-Guidelines and Expectations for Remote Teaching

Good morning, Team:

Breathe...we will get through this together. The purpose for our 10:30am faculty meeting is to review expectations for online teaching, both short term and long term. In light of Chancellor's decision to extend remote learning through Spring, and in light of Governor Newsom's statement of yesterday that he does not expect schools to resume in-person sessions before summer, we need to plan for the few months as if we will be on remote work and remote teaching. We do not yet have a definitive date for the extended remote teaching, but we need to plan through April.

Our Zoom session will be with a large group. It may be challenging to field all questions, so I ask that you mute your phone when you are not speaking, if you are joining via audio. If you are joining via video, wonderful. Do wait until prompted to chime in with comments.

Please review the attached. The staggered schedules are suggestions based on families' needs and the fact that most households do not have more than one or two electronic devices and some have slow internet connectivity. We can discuss this today.

Looking forward to responding to your needs. Stay calm, stay in communication, and stay in community. We are here to support each other.

### **Agenda**

1. Clarify guidelines for remote work—only essential staff to be on site; Get authorization from your supervisor to be on site.
2. Review expectations for remote teaching, and staggered schedules. **See attached.**
3. Review summary of plans by **teams**
4. Q/A (by levels and teams)

All my best,  
G

Georgia Ann Lazo, Ed.D.  
**Principal**  
UCLA Lab School

(310)825-1557  
glazo@labschool.ucla.edu



---

 **Expectations for Remote LearningGALedits.pdf**  
54K

# EXHIBIT 6

## Expectations and Guidelines for Remote Teaching and Learning-March 18, 2020

### Context:

Numerous parents have made a request for centralization and the expectations below are a way of responding to their needs.

All assignments should be posted daily or weekly on Classroom Bulletin Board at 5pm on Friday for the following week. Please notify parents what to expect. The bulletin boards would contain links to Google Classroom or other platforms being used by the specific classroom.

Each weekly post should also include direct links to the Specialists' and Academic Support Bulletin Boards. This is a way to streamline communication for parents and where they can go to find pertinent information.

Please limit the platforms you are using to Zoom and one other platform, such as Seesaw, Google Classroom or Wixie. It is overwhelming for families to manage multiple platforms.

Feedback/Grades: One assignment per content area should receive feedback, once a week. Your TAs can help with this as well as creating videos and being available for office hours.

### Expectations for Remote Teaching and Learning:

#### A. Live Morning meetings daily: possible staggered times

EC-8:15-8:30

Primary-8:30-8:45

Intermediate-8:45-9:15

Upper-9-9:30

#### B. Daily live lessons: New content or extension of previous lessons in one of the main content areas: math, writing and reading--Possible Staggered times:

EC-8:30-9AM

Primary-9-10AM

Intermediate-10-11AM

Upper-11-12PM

#### C. Conferencing: Classroom teachers should offer between 30-60 min of drop in conferencing via Zoom daily.

EC 9-10AM

Primary 10-11AM

Intermediate 11-12

Upper 2-3PM

**\*Specialists** Monday and Friday 12-1PM (PE, Music, Spanish, iSTEAM, Safe School, Library); **Specialists**: they will post once a week as well. Their activities, resources and lessons are optional.

**Academic Support**: they will post once a week as well. Their activities, resources and lessons are optional. These teachers will reach out to families to schedule times weekly to work with small groups or individual students to support the work that is being sent home

\*Academic Support will establish office hours as needed

**OT, Speech and Veronica**: will communicate directly with the families they work with.

# EXHIBIT 7

---

**From:** "Lazo, Georgia Ann" <[glazo@labschool.ucla.edu](mailto:glazo@labschool.ucla.edu)>  
**Date:** Monday, April 6, 2020 at 8:39 PM  
**To:** "Cubelos, Cristina" <[ccubelos@labschool.ucla.edu](mailto:ccubelos@labschool.ucla.edu)>, "Paul, Cristina" <[cpaul@labschool.ucla.edu](mailto:cpaul@labschool.ucla.edu)>, "Woodington, Lisbeth" <[lwoodington@labschool.ucla.edu](mailto:lwoodington@labschool.ucla.edu)>, "Acosta, Monica" <[macosta@labschool.ucla.edu](mailto:macosta@labschool.ucla.edu)>, "Wilson, Chris" <[cwilson@labschool.ucla.edu](mailto:cwilson@labschool.ucla.edu)>, "Marshall, Aisha" <[amarshall@labschool.ucla.edu](mailto:amarshall@labschool.ucla.edu)>, "Wu, Kelly" <[kwu@labschool.ucla.edu](mailto:kwu@labschool.ucla.edu)>, "Morchower, Kimberley" <[kmorchower@labschool.ucla.edu](mailto:kmorchower@labschool.ucla.edu)>  
**Cc:** "Heneise, Rebecca" <[rheneise@labschool.ucla.edu](mailto:rheneise@labschool.ucla.edu)>, "Villalta, Nancy" <[nvillalta@labschool.ucla.edu](mailto:nvillalta@labschool.ucla.edu)>, "Gumpert, Adrian" <[agumpert@labschool.ucla.edu](mailto:agumpert@labschool.ucla.edu)>  
**Subject:** Intermediate-Schedules and Guidelines for Remote Teaching

Greetings, Team Intermediate:

Thank you for your cooperation during this difficult time. To assist you, I have asked our colleagues, Rebecca Heneise, Adrian Gumpert and Nancy Villalta to provide you peer support as follows:

Rebecca with Lisbeth, Cristina and  
Cristina Nancy with Monica, Chris and  
Aisha  
Adrian with Kim and Kelly

Please work together to develop a schedule and plans that address the points we discussed on Friday and this afternoon. I will set up a separate meeting with you on Wednesday. Rebecca, Nancy and Adrian will also be able to provide you guidance on the planning and adequate structures needed to facilitate the remote teaching in consolidated blocks of time.

Please know that I will need to follow up with the Intermediate parents to let them know what they can expect starting Monday, April 13.

The following schedule is a draft of what I plan to share with them and a sample I provided you earlier today. They are waiting for the new schedule to be shared with them by tomorrow. I let them know we would start Monday, and there was lots of push back to start earlier.

The following is a copy from my email of earlier today noting some guidelines:

1. Instructional time should start between 8:15am to 8:45am, no later than 8:45am start time and no earlier than 8:15am. The optional nature of the library time starting at 7:45am is causing confusion with families and I will address that at our faculty meeting today.
2. Please note that you should be splitting the direct instruction between you so that you are teaching simultaneously. I said this at our first faculty meeting on or around March 11.
3. Course content should be in Sessions 1 and 2 within the directed lesson—Shared Read Alouds may be incorporated but the content needs to be included in morning time.

Sample:

8:30-8:50 Morning meeting split amongst all two or three teachers, simultaneously, 20-30

minutes at most. 8:50-9:10-Session #1-Directed lesson Math or Balanced Lit. (all teachers online with students in Breakout Rooms)—students will need a movement break before guided practice  
9:10-9:30-Guided Practice-students work on an assignment while teachers and peers are available for questions, online.

9:30-9:50- Share out-Teacher reviews questions and provides feedback

9:50-10:10-Break, snack, movement etc. (perhaps TAs could supervise a rooms for students to socially connect?)-Students can log off for their break but need to log back in for Session #2

10:10-10:30- Session #2-Directed lesson Math or Balanced Lit. (all teachers on in Breakout Rooms) 10:30-10:50-Guided Practice-students work on an assignment while teachers and peers are available for questions.

10:50-11:10-Share out

11:10-11:25- Break, snack, movement etc. (perhaps TAs could supervise a rooms for students to socially connect?)

11:25-12noon- Conference time...teachers available on Zoom for students questions etc. Students working on assigned work. This is not optional for students. They should be visible on Zoom as they work. This is akin to mini-conferencing in a workshop style.

12-1 Lunch, free time, movement

1-1:45-Independent Reading, offline or Shared-Read Aloud with TAS online

1:45-2-Break

2-2:30 Work on daily or weekly assignments independently, offline

2:30-3 Specialists

Thank you all. We will get through this together.

All my best,  
G

Georgia Ann Lazo, Ed.D.  
**Principal**  
UCLA Lab School  
(310)825-1557  
[glazo@labschool.ucla.edu](mailto:glazo@labschool.ucla.edu)



# EXHIBIT 8

---

**From:** Lazo, Georgia Ann <glazo@labschool.ucla.edu>  
**Sent:** Tuesday, April 7, 2020 7:14 AM  
**To:** Cubelos, Cristina <ccubelos@labschool.ucla.edu>; Paul, Cristina <cpaul@labschool.ucla.edu>; Woodington, Lisbeth <lwoodington@labschool.ucla.edu>; Acosta, Monica <macosta@labschool.ucla.edu>; Wilson, Chris <cwilson@labschool.ucla.edu>; Marshall, Aisha <amarshall@labschool.ucla.edu>; Wu, Kelly <kwu@labschool.ucla.edu>; Morchower, Kimberley <kmorchower@labschool.ucla.edu>  
**Cc:** Heneise, Rebecca <rheneise@labschool.ucla.edu>; Villalta, Nancy <nvillalta@labschool.ucla.edu>; Gumpert, Adrian <agumpert@labschool.ucla.edu>  
**Subject:** Re: Intermediate-Schedules Please Submit for Review by 3pm

Good morning, Colleagues:

I hope you had a good rest last night and are all safe and well.

Please connect with your peer support person today and do send me the Intermediate schedule by 3pm so I can review and then share with the Intermediate families.

I do not need the detailed lesson plans at this point, but I do need to share with families what they can expect from your teams. If it's easier for you to share with me a schedule by teams that works, too. I received more calls and emails last night. The schedule should follow the guidelines I shared with you.

Tomorrow we can discuss the plans. I will send you a Zoom invite to review plans at a meeting Wednesday about 1:15pm.

Thanks so much.  
Georgia

---

**From:** "Lazo, Georgia Ann" <glazo@labschool.ucla.edu>  
**Date:** Monday, April 6, 2020 at 8:39 PM  
**To:** "Cubelos, Cristina" <ccubelos@labschool.ucla.edu>, "Paul, Cristina" <cpaul@labschool.ucla.edu>, "Woodington, Lisbeth" <lwoodington@labschool.ucla.edu>, "Acosta, Monica" <macosta@labschool.ucla.edu>, "Wilson, Chris" <cwilson@labschool.ucla.edu>, "Marshall, Aisha" <amarshall@labschool.ucla.edu>, "Wu, Kelly" <kwu@labschool.ucla.edu>, "Morchower, Kimberley" <kmorchower@labschool.ucla.edu>  
**Cc:** "Heneise, Rebecca" <rheneise@labschool.ucla.edu>, "Villalta, Nancy"

<nvillalta@labschool.ucla.edu>, "Gumpert, Adrian" <agumpert@labschool.ucla.edu>

**Subject:** Intermediate-Schedules and Guidelines for Remote Teaching

Greetings, Team Intermediate:

Thank you for your cooperation during this difficult time. To assist you, I have asked our colleagues, Rebecca Heneise, Adrian Gumpert and Nancy Villalta to provide you peer support as follows:

Rebecca with Lisbeth, Cristina and Cristina

Nancy with Monica, Chris and Aisha

Adrian with Kim and Kelly

Please work together to develop a schedule and plans that address the points we discussed on Friday and this afternoon. I will set up a separate meeting with you on Wednesday. Rebecca, Nancy and Adrian will also be able to provide you guidance on the planning and adequate structures needed to facilitate the remote teaching in consolidated blocks of time.

Please know that I will need to follow up with the Intermediate parents to let them know what they can expect starting Monday, April 13.

The following schedule is a draft of what I plan to share with them and a sample I provided you earlier today. They are waiting for the new schedule to be shared with them by tomorrow. I let them know we would start Monday, and there was lots of push back to start earlier.

The following is a copy from my email of earlier today noting some guidelines:

1. Instructional time should start between 8:15am to 8:45am, no later than 8:45am start time and no earlier than 8:15am. The optional nature of the library time starting at 7:45am is causing confusion with families and I will address that at our faculty meeting today.
2. Please note that you should be splitting the direct instruction between you so that you are teaching simultaneously. I said this at our first faculty meeting on or around March 11.
3. Course content should be in Sessions 1 and 2 within the directed lesson—Shared Read Alouds may be incorporated but the content needs to be included in morning time.

Sample:

8:30-8:50 Morning meeting split amongst all two or three teachers, simultaneously, 20-30 minutes at most.

8:50-9:10-Session #1-Directed lesson Math or Balanced Lit. (all teachers online with students in Breakout Rooms)—students will need a movement break before guided practice

9:10-9:30-Guided Practice-students work on an assignment while teachers and peers are available for questions, online.

9:30-9:50- Share out-Teacher reviews questions and provides feedback

9:50-10:10-Break, snack, movement etc. (perhaps TAs could supervise a rooms for students to socially connect?)-Students can log off for their break but need to log back in for Session #2

10:10-10:30- Session #2-Directed lesson Math or Balanced Lit. (all teachers on in Breakout Rooms)

10:30-10:50-Guided Practice-students work on an assignment while teachers and peers are available for questions.

10:50-11:10-Share out

11:10-11:25- Break, snack, movement etc. (perhaps TAs could supervise a rooms for students to socially connect?)

11:25-12noon- Conference time...teachers available on Zoom for students questions etc. Students working on assigned work. This is not optional for students. They should be visible on Zoom as they work. This is

akin to mini-conferencing in a workshop style.

12-1 Lunch, free time, movement

1-1:45-Independent Reading, offline or Shared-Read Aloud with TAS online

1:45-2-Break

2-2:30 Work on daily or weekly assignments independently, offline

2:30-3 Specialists

Thank you all. We will get through this together.

All my best,  
G

Georgia Ann Lazo, Ed.D.

***Principal***

UCLA Lab School

(310)825-1557

[glazo@labschool.ucla.edu](mailto:glazo@labschool.ucla.edu)



# EXHIBIT 9



Holly Craig Wehrle <hcraigwehrle@ucaft.org>

---

## UCLA Lab School Effects Bargaining

---

**Mia McIver** <mmciver@ucaft.org>  
To: Nadine Fishel <nadine.fishel@ucop.edu>  
Cc: Bill Quirk <bquirk@ucaft.org>  
Bcc: hcraigwehrle@ucaft.org

Tue, Apr 7, 2020 at 11:55 AM

Dear Nadine,

As you know, UC-AFT has already raised issues specific to the Preuss School and Geffen Academy during COVID-19 effects bargaining. We are still anticipating that the University will respond constructively to our proposals, especially since protecting minor students from improper conduct, and protecting Unit 18 faculty from unfounded allegations of improper conduct, are of the utmost concern.

Several issues have now arisen at the UCLA Lab School as well. In general, Lab School Demonstration Teachers are receiving a bewildering number of directives that change on a daily basis--sometimes even more frequently. For example, the Lab School principal sent out an email last night at 8:30 PM with instructions, and then a new one early this morning altering expectations. This has been totally overwhelming for our members.

UC-AFT and the University need to bargain a written agreement immediately so that the Lab School Demonstration Teachers can do their jobs without wondering constantly when they'll be told to do something completely different. Many public school districts in Los Angeles and California have already agreed to COVID-19 MOUs. The UC needs to do the same.

We are looking to negotiate language on the following issues:

1. Clear and fair expectations about workload and work hours. Lab School Demonstration Teachers have received inconsistent instructions from admin about expectations for their time. Intermediate level teachers were give less than 2 hours' notice to come to a Zoom meeting with the principal where they were told that a cascade of parent complaints had come in that they were not doing enough and needed to increase their instructional time. They are now required to provide live instructional time to 8-9 year-olds from approximately 8:30 am - 12:00 pm with very few and very short breaks. They are also required to provide enough content for the students to continue with independent study for another 2.5 hours every day. Younger ages are not being required to spend as much time in live instruction, but even their faculty report nearly 12 hour days with planning, creating independent study assignments, responding to emails, and attending meetings. They were originally told to prepare 1 live lesson each day; that has been increased to 2.
2. Mutual agreement that this is not an ideal circumstance for teaching and that the quality of education will be impacted, for a variety of practical, emotional, and pedagogical reasons, none of which are the fault of students, parents, teachers, or administration. No distance learning model can provide the same comprehensive and sufficient learning environment as in-presence learning.
3. The Lab School shall hire outside subs (many are already familiar with Lab School) if a faculty member becomes ill. Workload is too high for any faculty member to assume additional responsibilities.
4. The daily schedule for Demonstration Teachers should not exceed 240 minutes total of work time, including instructional time, planning, grading, participating in trainings or meetings, and responding to emails.
5. Regular opportunities for professional development to learn new technologies for distance teaching shall be provided by the Lab School.
6. Where parents have concerns about their child's instruction, they should first be directed to communicate directly with the student's teacher before communicating with the Lab School admin. Decisions are being made with the parents and then communicated afterward to teachers without any input or opportunity to give meaningful feedback.

We are agreeable to bargaining this locally at UCLA, since it would likely be more efficient. Please reply with the University's plan to bargain over these COVID-19 effects.

--Mia

# EXHIBIT 10



Holly Craig Wehrle <hcraigwehrle@ucaft.org>

---

## UCLA Lab School Effects Bargaining

---

**Mia McIver** <mmciver@ucaft.org>

Wed, Apr 8, 2020 at 4:09 PM

To: Nadine Fishel <Nadine.Fishel@ucop.edu>

Cc: Bill Quirk <bquirk@ucaft.org>, "Chau, Erika" <echau@conet.ucla.edu>, "Michael Simidjian (msimidjian@chr.ucla.edu)" <msimidjian@chr.ucla.edu>, "Amy K. Lee" <Amy.Lee2@ucop.edu>, Patty Donnelly <Patty.Donnelly@ucop.edu>, Holly Craig Wehrle <hcraigwehrle@ucaft.org>

Thank you, Nadine. Holly Craig-Wehrle will be the lead for UC-AFT in Lab School effects bargaining. Michael and Erika, please contact Holly directly.

All my best,

--Mia

On Wed, Apr 8, 2020 at 3:31 PM Nadine Fishel <[Nadine.Fishel@ucop.edu](mailto:Nadine.Fishel@ucop.edu)> wrote:

Dear Mia,

In response to this demand to bargain effects at the Lab School, UCLA will handle any effects bargaining locally.

Please direct further communications to Michael Simidjian and Erika Chau.

--Nadine

### **Nadine Fishel**

Associate Director-Labor Relations

UNIVERSITY OF CALIFORNIA

OFFICE OF THE PRESIDENT

(510) 987-0434 (510) 504-4922

[nadine.fishel@ucop.edu](mailto:nadine.fishel@ucop.edu)



**From:** Mia McIver <mmciver@ucaft.org>

**Sent:** Tuesday, April 7, 2020 11:55 AM

**To:** Nadine Fishel <[Nadine.Fishel@ucop.edu](mailto:Nadine.Fishel@ucop.edu)>

**Cc:** Bill Quirk <[bquirk@ucaft.org](mailto:bquirk@ucaft.org)>

**Subject:** UCLA Lab School Effects Bargaining

# EXHIBIT 11



Holly Craig Wehrle <hcraigwehrle@ucaft.org>

---

## UCLA Lab School Effects Bargaining

---

Holly Craig Wehrle <hcraigwehrle@ucaft.org>

Thu, Apr 9, 2020 at 5:29 PM

To: "Chau, Erika" <echau@conet.ucla.edu>, "Michael Simidjian (msimidjian@chr.ucla.edu)" <msimidjian@chr.ucla.edu>

Dear Michael and Erika,

I hope your adjustments to this "new normal" have been relatively smooth so far. I wanted to follow up on Nadine's email regarding effects bargaining related to the Lab School. I'd like to schedule a time for a bargaining session as soon as possible. We can be available Thursday or Friday at 3 pm next week. We are available until as late as 6 pm.

Please let me know UCLA's availability as soon as possible. If needed, I'm happy to supply the union's zoom account to bring the meeting together.

Thanks,

Holly

[Quoted text hidden]

[Quoted text hidden]

## EXHIBIT 12



Holly Craig Wehrle <hcraigwehrle@ucaft.org>

---

## UCLA Lab School Effects Bargaining

---

**Simidjian, Michael** <msimidjian@chr.ucla.edu>

Thu, Apr 9, 2020 at 9:29 PM

To: Holly Craig Wehrle <hcraigwehrle@ucaft.org>, "Chau, Erika" <echau@conet.ucla.edu>

Hi Mia,

I will get back to you with our availability. Thank you.

### Michael Simidjian

Labor Relations Specialist

UCLA Campus Human Resources

Employee & Labor Relations

Direct Office: (310) 794-0869

**From:** Holly Craig Wehrle [mailto:[hcraigwehrle@ucaft.org](mailto:hcraigwehrle@ucaft.org)]

**Sent:** Thursday, April 09, 2020 5:29 PM

**To:** Chau, Erika <[echau@conet.ucla.edu](mailto:echau@conet.ucla.edu)>; Simidjian, Michael <msimidjian@chr.ucla.edu>

**Subject:** Re: UCLA Lab School Effects Bargaining

Dear Michael and Erika,

I hope your adjustments to this "new normal" have been relatively smooth so far. I wanted to follow up on Nadine's email regarding effects bargaining related to the Lab School. I'd like to schedule a time for a bargaining session as soon as possible. We can be available Thursday or Friday at 3 pm next week. We are available until as late as 6 pm.

Please let me know UCLA's availability as soon as possible. If needed, I'm happy to supply the union's zoom account to bring the meeting together.

Thanks,

Holly

On Wed, Apr 8, 2020 at 4:10 PM Mia McIver <[mmciver@ucaft.org](mailto:mmciver@ucaft.org)> wrote:

Thank you, Nadine. Holly Craig-Wehrle will be the lead for UC-AFT in Lab School effects bargaining. Michael and Erika, please contact Holly directly.

# EXHIBIT 13



Holly Craig Wehrle <hcraigwehrle@ucaft.org>

---

**Re: UCLA Lab School Effects Bargaining**

---

**Terriguez, Ricky** <rterriquez@chr.ucla.edu>  
To: Holly Craig Wehrle <hcraigwehrle@ucaft.org>  
Cc: "Simidjian, Michael" <msimidjian@chr.ucla.edu>

Mon, Apr 13, 2020 at 1:37 PM

Hello Holly,

I am working to find a time for the above-referenced call. Unfortunately, the University is unavailable at 3PM or after on Thursday or Friday of this week. Might you be able to accommodate a meeting from 2PM-3PM on this Thursday, April 16<sup>th</sup>?

Thank you!

Best,

*Ricky Terriguez*

Employee and Labor Relations Coordinator

UCLA Campus Human Resources

10920 Wilshire Blvd Suite 200

Los Angeles, CA 90024

(310) 794-0861

# EXHIBIT 14



Holly Craig Wehrle <hcraigwehrle@ucaft.org>

---

## Re: UCLA Lab School Effects Bargaining

---

**Holly Craig Wehrle** <hcraigwehrle@ucaft.org>  
To: "Terriquez, Ricky" <rterriquez@chr.ucla.edu>  
Cc: "Simidjian, Michael" <msimidjian@chr.ucla.edu>

Mon, Apr 13, 2020 at 3:09 PM

Hi Ricky,

Yes, I spoke with my team and they can make arrangements to meet from 2-3 pm on Thursday. Would you like me to create a Zoom meeting for that time?

Thanks,  
Holly

[Quoted text hidden]

--

Holly Craig-Wehrle  
Field Representative  
UC-AFT Local 1990 - Los Angeles  
UC-AFT Local 2141- Santa Barbara  
[hcraigwehrle@ucaft.org](mailto:hcraigwehrle@ucaft.org)  
(310) 592 - 8849 | she/her