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GEFFEN ACADEMY EDUCATORS MEMORANDUM

(Cross-references to the full Unit 18 Agreement shall be checked before the Memorandum is published.)

A. AGREEMENT APPLICATION

Unless otherwise specified in this Memorandum, all provisions of the Non-Senate Faculty (IX) Collective Bargaining Agreement (hereinafter "Unit 18 Agreement") shall apply to Geffen Academy Educators (hereinafter "GA Educators").

B. DEFINITIONS in the AGREEMENT

1. References to "Unit 18 Faculty" in the Unit 18 Agreement shall apply to the Geffen Academy Educators.
2. References to "Campus" shall be "UCLA."
3. References to "Department" shall be "Geffen Academy at UCLA."
4. "Continuous service" refers to full academic years (two semesters) without a break in service.
5. "Intermittent service" refers to at least one full semester in an academic year.

C. MODIFICATIONS and PRE-EMPTIONS

The following articles in the Unit 18 Agreement shall be modified and apply only to Geffen Academy. The modifications below replace the language in the respective articles in their entirety unless otherwise specified and are codified in this Memorandum.

Article 1 – Recognition

The parties agree the bargaining unit includes the following titles:

Title Code	Name	Working Titles
2430	Geffen K-12 Instructor - AY	Geffen Educator – Pre-Six
2431	Geffen K-12 Instructor – AY - CONT	Geffen Educator–Continuing
2432	Geffen K-12 Instructor – AY - 1/10	Geffen Educator – Pre-Six
2433	Geffen K-12 Instr - AY – 1/10 - CONT	Geffen Educator–Continuing
2434	Geffen K-12 Instr Summer Prog	Summer Program Educator

Article 2 – Academic Protections

Geffen Academy shall detail and enact a policy on academic responsibility and protections in the Educator Handbook during the life of this contract.

Article 5 – Description of Unit Titles

1. Geffen K-12 Instructors (TC 2430, 2431, 2432, 2433 - Geffen Educator) are educators at Geffen Academy at UCLA who design, conduct, and support a comprehensive education program for K-12 students.
2. Summer Program Educators (TC 2434) support Geffen Academy's summer enrichment program(s), which include academic, athletic, and artistic growth and other endeavors.

Article 6 – Academic Year Appointments

1. All GA Educators shall be academic year appointees. For the continuity of benefits and retirement credit, GA Educators with an academic year appointment shall be paid 10/12; however, when appointed for less than a full academic year, Educators shall be paid monthly (1/10).
2. 10/12 Academic Year Appointment

Academic year appointments shall be 10/12. The service period for a GA Educator academic year appointment shall be determined by the academic calendar, and include all relevant curriculum planning, professional development, pupil-free and instructional days for the academic year. The pay period for GA Educator academic year appointments shall be from July 1st through June 30th. GA Educator appointees shall not be eligible for benefits prior to their enrollment in benefits programs for which they are eligible and will not contribute for months of ineligibility.

3. 1/10 Payment Academic Year Appointment

When a GA Educator receives an appointment for less than an academic year, including an appointment beginning after the first day of the Geffen Academy fall term, the University shall appoint the GA Educator to a term-based appointment with a 1/10 payment title. The pay period shall be monthly based on when the appointment began. GA Educators shall not be eligible for benefits prior to their enrollment in benefits programs for which they are eligible and will not contribute for months of ineligibility.

4. In order to transition to academic year appointments, GA Educators shall be converted in accordance with Appendix C - Transition Plan.

Article 7.A: Pre-Six Appointments

A. General Provisions

1. This article applies only to pre-six appointments. A pre-six appointment is the appointment of a GA Educator during the first six years of employment. For purposes of this Memorandum, “first six years of employment” means the first twelve (12) academic year semesters at the Geffen Academy.
2. An “initial appointment” means the first appointment of a GA Educator at Geffen Academy.
3. A “reappointment” means the subsequent appointment(s) following an initial appointment of a currently or previously appointed GA Educator at Geffen Academy.
4. Performance Criteria for Pre-Six Reappointment
 - a. A GA Educator shall be reappointed provided they receive a “Meets Expectations” rating or higher.
 - b. A GA Educator who receives a “Partially Meets Expectation” may be reappointed at the sole discretion of Geffen Academy. If reappointed, the GA Educator shall be offered a Performance Improvement Plan for one year (March - February).
5. Except as otherwise provided for in this Memorandum, Geffen Academy has the sole discretion to determine which GA Educators shall be appointed or reappointed and the qualifications for said appointment or reappointment. Geffen Academy shall have no obligation to automatically reappoint a GA Educator following the expiration of an appointment.
6. Except as otherwise provided for in this Memorandum, Geffen Academy has the sole discretion to make appointment decisions and determinations regarding the regularly scheduled time and location of a course, who teaches a course, the duration of an appointment, the assignments of a GA Educator, and the assessment of performance. Such decisions are not subject to the grievance or arbitration provisions of this Memorandum and the Unit 18 Agreement, except to the extent they reflect or result from actions from the University and/or Geffen Academy actions that are, themselves, grievable and arbitrable.
7. Geffen Academy will consult with the GA Educator before making course assignments, but ultimately, in accordance with paragraph 6 above, Geffen Academy has the final non-grievable decision making authority.
8. When practicable, Geffen Academy shall electronically post GA Educator job opportunities **at: <https://recruit.apo.ucla.edu/>**
9. Each GA Educator is expected to perform their duties in accordance with the provisions of Article 3 – Academic Responsibility.
10. When making reappointment decisions, Geffen Academy will not replace a Geffen Educator who has received a within range salary increase with a lower paid Geffen

Educator solely to reduce salary costs.

11. Pre-Six - Length of Appointments – commencing July 1, 2022 for new hires only

- a. An initial appointment shall cover at least one (1) academic year of either continuous or intermittent service at Geffen Academy.
- b. Provided performance is at least “Meets Expectations” and the GA Educator taught for at least one (1) full semester during the initial appointment, the first reappointment shall be for two (2) academic years of either continuous or intermittent service at Geffen Academy, except as defined in subsection 13 – Special Considerations below.
- c. Provided performance is at least “Meets Expectations,” the second and all subsequent reappointments of pre-six GA Educators shall cover a period of three (3) academic years of either continuous or intermittent service at Geffen Academy, except as defined in subsection 13 – Special Considerations below.
- d. If a GA Educator receives “Partially Meets Expectations,” Geffen Academy has the discretion to issue a single year appointment. Should a GA Educator receive a single year appointment after the “Partially Meets Expectation,” they shall be evaluated the following year. If the GA Educator receives a “Meets Expectations” rating or higher, the GA Educator shall return to the appropriate multi-year appointment as described in subsections a-c above.
- e. If a pre-six GA Educator has a break in service of two or more full academic years, they will return for a one-year appointment. After the initial one-year appointment, the GA Educator shall return to the appropriate multi-year appointment as described in subsections a-c above.
- f. In no case shall the length of a pre-six appointment delay or postpone an Excellence Review or the effective date of Continuing status or Continuing Appointment (also included in UC-AFT Proposal #13, Article 7A, 13.d.1.b).

12. Supplemental Assignments

- A. GA Educators appointed at less than 100% time and/or for less than the full academic year may be subsequently offered additional courses, additional assigned duties, and/or general responsibilities (“supplemental assignments”). Under such circumstances, the GA Educator shall receive written notification of a supplemental assignment(s).
- b. Supplemental assignments offered to GA Educators are temporary assignments, and supplemental assignments that span less than three consecutive academic years shall not create an obligation to increase the appointment percentage in subsequent year(s) of the existing appointment or future reappointments. Upon a supplemental assignment in the third

consecutive year, the supplemental percentage will be added to the minimum average academic year appointment percentage for the subsequent year and/or reappointments.

- c. Geffen Academy is encouraged to consider currently appointed part-time GA Educators for supplemental assignments prior to considering external applicants.

13. Special Considerations

- a. When Geffen Academy appoints a GA Educator in the first six years of employment, the parties recognize it does not do so intending that the Educator will or will not achieve a Continuing appointment or Continuing status. The parties recognize that legitimate practices or programs or needs may exist, or be established (including time-limited positions) that may have an effect of limiting pre-six year GA Educators access to Continuing status or Continuing Appointments. Nevertheless, the University will not engage in activities or establish practices and/or programs that preclude pre-six year GA Educators access to Continuing status or Continuing Appointments.
- b. Geffen Academy has the sole discretion to make appointment and reappointment decisions based on academic need. Special considerations including but not limited to the following, may apply:
 - 1) the implementation of programs that have time-limited positions, insofar as such programs adhere to their stated academic goals and pass through documented regular academic consultative processes;
 - 2) a pedagogical program dependent upon varied perspectives or pedagogy, insofar as the program does not deny consideration to GA Educators on an individual basis and passes through documented regular academic consultative processes; and/or
 - 3) the employment of other academic appointees in order to accomplish Geffen Academy's academic goals as long as any actions taken pass through documented regular academic consultative processes and do not violate the Unit 18 Agreement or this Memorandum.
- c. When a GA Educator is appointed to participate in a program as described in subsection 2 above, Geffen Academy shall notify the GA Educator that the position will not be renewed. However, the University is not precluded from reappointing the GA Educator.
- d. Reappointments of Less Than Two or Three Years:

1. Geffen Academy may offer a reappointment for a term of less than two or three years when the appointment is for any of the following reasons and the GA Educator will be provided with a written explanation:
 - a. temporary replacement to teach courses that fulfill temporary academic need in lieu of an GA Educator who is on leave, withdraws from instruction, separated, or is otherwise unavailable;
 - b. the appointment or reappointment may not extend beyond the 12th semester.
2. Geffen Academy may appoint the GA Educator for the full two-year or three-year period should the circumstances in 1.a-b change. A revised appointment letter shall then be provided. In the event an appointment is revised to a two or three-year appointment, they will undergo a pre-six academic review in accordance with Section D below.

14. Consideration for Reappointment

- a. This section only applies to GA Educators who have undergone a Pre-Six Academic Review at Geffen Academy. In the event that Geffen Academy determines that a GA Educator who receives a rating of “Meets Expectations” or “Exceeds Expectations” will not be reappointed at the same or increased appointment percentage as the previous appointment. In this case, Geffen Academy will provide the GA Educator with a written explanation.
- b. All pre-six GA Educators with a current appointment will be considered for reappointment prior to the consideration of external applicants.
- c. The decision not to reappoint a GA Educator shall not be arbitrary or capricious.
- d. The decision not to reappoint or to reappoint at a lower overall appointment percentage shall be based on one or more of the following:
 - i. lack of work (unavailability of a course assignment for which the GA Educator is qualified, as determined by Geffen Academy);
 - ii. programmatic need or change that results in a lack of work as defined in 14.d.i. above;
 - iii. budgetary considerations (subject to Section A.10) that results in a lack of work as defined in 14.d.i. above;
 - iv. assignment of course(s) to a Pre-Six GA Educator on a time-limited or programmatic basis under subsection A.13 - Special Considerations;

- v. Geffen Academy determined at its sole discretion that another current GA Educator is more qualified to teach the course(s) that results in a lack of work as defined in 14.d.i. above.
- e. The University is not precluded from offering future work to a GA Educator who received the rating of "Meets Expectations" or above, but not reappointed for a reason in Section 14.d.

15. Appointment Termination

- a. If appointments have a definite beginning and ending date, they shall terminate on the last day of the appointment.
- b. Appointments may be reduced or terminated prior to the established appointment ending date only in accordance with Article 16 (Medical Separation) or Article 30 (Discipline and Dismissal) of the Unit 18 Agreement or Article 17 (Layoff, Reduction in Time and Reemployment) of this Memorandum.

B. Other Considerations

- 1. During a two or three-year reappointment, the minimum average academic year percentage shall be the same between year-1 of that appointment and all subsequent years of that same appointment, although the term-by-term percentage may vary.
 - a. If appointed 10/12, the GA Educator will have a 10/12 appointment in all years of the same appointment, and the same minimum average academic year appointment percentage shall be maintained in all years of that appointment.
 - b. The service period for 10/12 appointments shall be in accordance with Article 6 of this Memorandum.
 - c. If appointed on a 1/10 basis for the initial appointment or reappointment, the same minimum average academic year appointment percentage shall be maintained in all years of the same appointment.
 - i. A GA Educator may be assigned to teach intermittently during non-continuous service periods within the appointment or reappointment period.
 - ii. The service period for 1/10 appointments shall be in accordance with Article 6 of this Memorandum.
 - iii. During terms that the GA Educator is on pay status, the terms of this Memorandum that apply to the 1/10 academic year appointments continue to apply, including benefits eligibility. If not on pay status, the terms of this Memorandum shall not apply.

2. The duration of an appointment or supplemental assignments made to an existing appointment are at the sole discretion of Geffen Academy, unless otherwise provided for in this Memorandum. Reductions of the existing appointment percentage shall be in accordance with Article 17 (Layoff, Reduction in Time and Reemployment) of this Memorandum.

C. Letters of Appointment or Reappointment

1. Letters of appointment and reappointment for full academic year appointees shall be issued by March 25th of each year for the academic year to begin in the fall of that calendar year.
2. Letters of appointment for partial-year appointments beginning after the first service day of the academic year shall be issued to appointees no later than thirty (30) calendar days prior to the commencement of the service period, or as soon as practicable thereafter.
3. If a new GA Educator is replacing another GA Educator who has separated from Geffen Academy employment, the letter of appointment for the new Educator shall be issued no later than one (1) working day prior to the start of work.
4. Geffen Academy shall request that GA Educators who accept an appointment or reappointment return a signed copy of their appointment or reappointment letter within fourteen (14) calendar days of its issuance.
5. A GA Educator may request a meeting with their Division Director within five (5) calendar days to discuss any concerns they have about the appointment. This meeting should be completed within nine (9) calendar days of the GA Educator's request, or as soon as practicable thereafter. This meeting does not extend the deadline for submission of an appointment or reappointment letter unless approved in writing by Geffen Academy. Geffen Academy has the sole non-grievable discretion to approve the requested extension.
6. Commencing Academic Year 2022-2023, GA Educators who are not being reappointed for the following academic year shall be notified by Geffen Academy by March 1st.
7. When the University appoints a GA Educator, they shall be informed in writing of:
 - a. the title of the position;
 - b. the annual salary rate for the first year of the appointment and, if applicable, a statement that in subsequent years the salary rate will

- be adjusted in accordance with the applicable provisions of the Memorandum;
- c. the period(s) for which the appointment is effective;
 - d. the percentage of time, if other than full time for the academic year;
 - e. the deadline to accept or decline the position;
 - f. The name of the GA Educator's supervisor/chair, if known;
 - g. If applicable, the phrase: "You are eligible for University benefits. Please refer to the UC Benefits website:
<http://ucnet.universityofcalifornia.edu/compensation-and-benefits/index.html>."
 - h. The phrase: "Your position is in a bargaining unit represented by a union, the UC-AFT. As such, the terms and conditions of your appointment are contained in the Unit 18 collective bargaining agreement and the Geffen Academy Memorandum which you may access at:
<https://ucnet.universityofcalifornia.edu/labor/bargaining-units/ix/>
 - i. Link to the UC-AFT's website at www.ucaft.org including Welcome Letter.

8. **Notice of Projected Teaching Schedule**

The University shall provide supplemental written notice no later than fourteen (14) calendar days before the first day of instruction to include:

- a. projected teaching schedule for the upcoming academic year, including the name and grade level of courses;
- b. other assigned responsibilities known at this point;
- c. the IWC value for each responsibility and total IWC value for each term;
and
- d. a statement that the assignments may be subject to change after the written notice is provided;

9. **Appointment Performance Standards**

- a. A GA Educator who achieves a rating of Meets or Exceeds Expectations shall be eligible to be appointed for the following academic year(s) in accordance with the Length of Appointment subsection 11 above.
- b. If a GA Educator receives a Partially Meets Expectations rating, Geffen Academy shall retain the sole, non-grievable discretion to offer a new appointment and whether to issue a performance improvement plan.
- c. A GA Educator who receives Does Not Meet Expectations shall not be

eligible for a new appointment.

D. Performance Evaluation (Pre-Six Academic Review)

- i. GA Educators shall undergo a Performance Evaluation in the last year of each appointment or reappointment.
- ii. Nothing precludes the University from considering a GA Educator for reappointment who was not required to undergo a Performance Evaluation.
- iii. The Performance Evaluation process is described in Article 31 – Performance Evaluations.

E. GRIEVABILITY AND ARBITRABILITY

1. Subject to the limitations set forth in this Article, allegations of procedural violations of this Article shall be subject to the full Grievance and Arbitration provisions of this Article. An arbitrator reviewing procedural violations shall have the authority to order the University to redo the procedure.
2. Non-reappointment decisions are not grievable unless the grievance alleges a procedural violation or a violation of the prohibition on Continuing status or Continuing Appointment avoidance in Section A.10 or A.13.a, above. Allegations that the University made a reappointment decision for a discriminatory reason may only be pursued through Article 4 – Non-Discrimination in Employment.
3. An arbitrator reviewing a grievance under this Article shall have no authority to order the University to appoint or reappoint a GA Educator. An arbitrator reviewing a non-reappointment decision shall not have the authority to substitute their judgment for the University's judgment with respect to the University's academic needs or an individual GA Educator's performance or qualifications. In those instances where the University's decision or action was based on the GA Educator's performance, the arbitrator shall have jurisdiction to review the GA Educator's academic review/personnel files, if any.
4. Special Enforcement Provisions

The following provisions apply to grievances alleging that the University has violated Section A.10 or A.13.a above. Only the Union, and not individual GA Educators, may submit grievances alleging a violation of Sections A.10 or A.13.a, above.

- a. In any grievance involving Section A.13.a, the Union shall have the burden to provide evidence of a policy or practice that restricts access to Continuing status or Continuing Appointments in violation of Section A.13.a, above.
- b. When the Union alleges a violation of section A.13.a, and **Geffen Academy** asserts that its decision comported with Section A.13.b, the arbitrator may

consider if the University's action was only a pretext for Continuing status or Continuing Appointment avoidance.

c. In any grievance involving section A.10, the Union must provide the following information within forty-five (45) calendar days of the date on which the Union knew or should have known a violation occurred:

- 1). the name of the GA Educator who was not reappointed;
- 2). the department where the GA Educator has an appointment;
- 3). the courses taught by the GA Educator who was replaced;
- 4). the name of the lower-paid GA Educator who replaced the higher-paid GA Educator; and
- 5). the courses taught by the lower-paid GA Educator.

a. Arbitrator's Remedial Authority

If an arbitrator finds that the University has violated the prohibition on Continuing Appointment avoidance set forth in Section A.13.a, or the provisions of Section A.10 above, their remedial authority shall not exceed ordering the University to immediately discontinue the practice or policy and consider the adversely affected GA Educator(s) for a reappointment. Upon the request of either party, the arbitrator may retain jurisdiction to ensure that the University has complied with this order.

Article 7.B. Process for Initial Continuing Appointment

A. General Provisions

1. This Article contains the policies and procedures that govern the process for GA Educators to achieve Continuing status.
2. The University retains the sole discretion in the evaluation of a GA Educator's performance.
3. The University shall conduct the excellence review during the academic year in which the 12th semester of service occurs.
4. The University shall complete the excellence review prior to the commencement of the 13th semester.
5. Following the completion of the excellence review, the University shall notify the GA Educator of the results.

- a. If, as a result of the excellence review, the GA Educator is deemed excellent, the GA Educator shall have Continuing Status.
 - b. Conversely, if, as a result of this review, the University determines that the GA Educator is not qualified to perform anticipated responsibilities at an excellent level, the GA Educator will be released at the end of the current appointment.
6. For GA Educators who have achieved Continuing status and for whom there is instructional need in the 13th semester as defined in Section B below, the University shall provide notice of a Continuing appointment in accordance with Article 7c by the end of the 12th semester, or as soon as practicable.
 7. For GA Educators who have achieved Continuing status but for whom there is not instructional need in the 13th semester, the University shall notify the GA Educator by the end of the 12th semester, or as soon as practicable, that they have the right of first refusal for two years for Geffen work for which they are qualified. This right of first refusal shall not abridge the reemployment rights of another GA Educator, as specified in Article 17 (Layoff, Reduction in Time and Reemployment in this Memorandum.
 8. Either Continuing status or a Continuing appointment, if any, shall commence at the start of a 13th semester, regardless of when the excellence review is completed.
 9. Nothing in this Memorandum shall preclude the Geffen Academy from hiring a GA Educator who has achieved Continuing status after the period of right of first refusal has expired. In such a hiring, the GA Educator shall be hired as a Continuing Appointee.

B. Special Notice Requirement for Anticipated Reduction of Initial Continuing Appointment

If, prior to the issuance of the Letter of Continuing Appointment, the University determines that a GA Educator who has been appointed to a 12th semester will have an initial continuing appointment percentage that is less than the GA Educator's minimum appointment percentage during the previous year, the University will provide notice to the GA Educator as soon as practicable, with a copy to the Union.

C. Excellence Review Process

1. The University shall notify the GA Educator in writing of the review, its timing, criteria, and the procedure that will be followed, including when materials are due. Such notice shall be provided no less than thirty (30) calendar days prior to the due

date of material submission, when practicable. Should the University provide less than thirty (30) calendar days' notice, the University shall not unreasonably deny an extension for the GA Educator to submit materials for the review file.

2. The notification shall include:
 - a. A list of materials the GA Educator is responsible for providing and how they should be submitted;
 - b. The date by which the GA Educator must submit all required materials;
 - c. A statement of the date by which the merit increase or promotion in question shall be effective.
3. Materials shall include:
 - a. Cover letter or self-statement;
 - b. Curriculum vitae;
 - c. All Geffen Academy performance evaluations and responses (if any);
 - d. A diversity, equity and inclusion statement;
 - e. Other relevant materials such as letters of support, awards, course materials, participation in external organizations, etc.
4. A GA Educator may request an extension of the review deadlines due to a leave of absence taken under Article 12 - Leaves. Such requests shall not be unreasonably denied.
5. A Geffen Academy Excellence Review Committee shall review and make recommendations about GA Educator's performance pertaining to the Excellence Review for Continuing Appointments.
 - a. The membership of the Excellence Review Committee is not confidential.
 - b. Such committee shall be composed of academic appointees. Care shall be taken to ensure that the Excellence Review Committee includes an academic appointee of appropriate discipline and who can offer a fair and neutral assessment of the GA Educator's performance.
6. An evaluation of the GA Educator shall be based on an academic review file. The academic review file shall contain only material relevant to consideration of personnel action. Performance-based decisions concerning appointment to a Continuing Appointment and termination for non-excellence shall be based upon the material contained in the academic review file.
7. The GA Educator may submit a written response to recommendations, which shall be included in the GA Educator's excellence review file.
8. Instructional performance shall be evaluated following the process and criteria outline in Article 31 of this Memorandum.

D. Grievability and Arbitrability

1. Performance review decisions are the result of academic judgment and are not subject to the grievance and arbitration provisions of this Agreement. Only allegations of procedural violations of this Article are subject to the grievance and arbitration provisions of this Agreement.
2. Allegations of procedural violations of this Article shall be subject to the full grievance and arbitration provisions of this Article. An Arbitrator reviewing procedural violations shall have the authority to order the University to redo the procedure.
3. An Arbitrator shall not have the authority to substitute the Arbitrator's judgment for the University's judgment with respect to instructional need, academic qualifications or determinations of excellence or non-excellence and thereby compel the University to make or continue an appointment. Nevertheless, the Arbitrator shall have the authority to resolve factual disputes.
4. The Arbitrator shall have jurisdiction to review the performance review process and the academic review file. If the Arbitrator finds that the performance review process was not followed, or that the decision was not based on materials in the review file, and that such flaw/decision had a material adverse impact on the review results, the Arbitrator's remedy shall be limited to an order that the University re-do the performance review process. Where the arbitrator determines that an individual involved in the academic review has in any way materially violated the Agreement, the Arbitrator may order the University to designate different individuals to conduct the subsequent performance review.
5. Upon the request of either party, the Arbitrator may retain jurisdiction to ensure that the parties have complied with the Arbitrator's award. When the Arbitrator retains jurisdiction, the Arbitrator's remedy shall be limited to an order that the UC redo the performance review process.

ARTICLE 7.C. - Continuing Appointments

A. General Provisions

1. This Article applies to GA Educators who have Continuing status or a Continuing Appointment and for whom instructional need has been established at Geffen Academy.
2. Except as provided for in this Memorandum, the University has the sole discretion to make determinations regarding instructional need for courses taught by GA Educators. Such decisions are not subject to the grievance or arbitration provisions of this Memorandum, except to the extent the grievance alleges a violation of a provision of this Article that is otherwise grievable and arbitrable.

3. Appointment Termination

Geffen Academy may reduce the initial appointment of a Continuing GA Educator in accordance with the provisions of Section B.2 of this Article. An appointment may be reduced or terminated prior to the established ending date only in accordance with Article 16 (“Medical Separation”) or Article 30 (“Discipline and Dismissal”) of the Unit 18 Agreement, or Article 17 (“Layoff, Reduction in Time and Reemployment”) of this Memorandum.

4. Geffen Academy shall not reduce the appointment percentage in the academic year prior to the year in which the Excellence Review is conducted or in the review year itself solely in order to avoid continuing appointment levels that reflect actual need.

B. Establishing the Continuing Appointment Percentage

1. The Continuing Appointment Base shall be at least equal to the GA Educator’s appointment percentage during the previous two-year period.
2. When the initial continuing appointment percentage is reduced by 1 IWC or less after the GA Educator received the written confirmation of their initial appointment percentage pursuant to Section C.2, below, Geffen Academy will provide the GA Educator thirty (30) calendar days’ notice or pay in lieu of notice. Geffen Academy shall also inform the GA Educator in writing of the specific reasons for the lower appointment percentage, with a copy to the Union.
3. Nothing shall preclude the University from establishing a higher initial continuing appointment percentage.
4. Geffen Academy will provide the GA Educator with written confirmation of the GA Educator’s base appointment percentage at least fifteen (15) calendar days before the beginning of the academic year in which the Continuing Appointment begins.
5. Augmentations:
 - a. For a GA Educator with less than a 100% appointment, Geffen Academy may augment appointments on a temporary basis for a finite period of one year or less.
 - b. Temporary augmentations become permanent after three or more consecutive academic years and shall be added to the appointment base percentage.
 - c. The Geffen Academy may only reduce the permanent new appointment percentage, based on the augmentation, pursuant to the provisions of Article 17 (Layoff, Reduction in Time and Reemployment).

- d. Should additional courses become available at Geffen Academy, first consideration shall be given to a Continuing GA Educator who is less than 100%, and who is qualified to teach additional courses. The determination of who is assigned is at the sole discretion of Geffen Academy.

C. Appointment Letters

1. Letters of Continuing Appointment shall be consistent with this Memorandum.
2. When the GA Educator is offered a continuing appointment, the GA Educator shall be informed in writing of:
 - a. the title of the position;
 - b. the annual salary rate, gross earnings, with a link to the payroll calendar;
 - c. the percentage of time;
 - d. the name of the employing department, program or unit;
 - e. the date upon which the appointment commences;
 - f. the course(s) and/or other assigned duties, and general responsibilities;
 - g. the name of the department chair, program, or unit head or other person to whom the GA Educator reports;
 - h. If applicable, the phrase: "You are eligible for University benefits. Please refer to the UC Benefits website:
<http://ucnet.universityofcalifornia.edu/compensation-and-benefits/index.html>."
 - i. The phrase: "You are represented by a union, the UC-AFT. You may learn more about UC-AFT, including how to join as a member, at ucaft.org. The terms and conditions of your appointment are contained in the Unit 18 collective bargaining agreement and the Geffen Academy Memorandum which you may access at
<https://ucnet.universityofcalifornia.edu/labor/bargaining-units/ix/>

D. Merit Review Eligibility

1. A GA Educator shall be considered for a merit increase no more than once every three years following the commencement of the GA Educator's initial Continuing Appointment.
2. Within this Memorandum, Article 22 – Merit Review covers the process for

reviews and Article “31” covers the Performance Review process.

E. Grievability and Arbitrability

1. Allegations of procedural or factual violations of this Article shall be subject to the full grievance and arbitration provisions of this Article.
2. An arbitrator reviewing procedural violations shall have the authority to order the University to redo the procedure.
3. An arbitrator shall not have the authority to substitute the arbitrator’s judgment for the University’s with respect to instructional need, academic qualifications, or determinations of excellence or non-excellence and thereby compel the University to make or continue an appointment.

Article 8 – Instructional Support

1. GA Educators may continue to access UCLA educational opportunities and colloquia, which are open to Lecturer titles, provided they obtain supervisor approval prior to attending, if scheduled during school hours.
2. The University shall provide access to facilities, services, texts and instructional support at Geffen Academy that is reasonably necessary for GA Educators to complete their assigned duties and responsibilities, including:
 - a. Desk space;
 - b. Computer and internet connection;
 - c. Training and support for web-based tools;
 - d. Storage space to secure files, books, student work and personal effects;
 - e. Office, laboratory and instructional equipment;
 - f. Mailbox and email;
 - g. Office supplies;
 - h. Texts and/or reading materials; and
 - i. Printing and photocopying equipment.
3. In addition, in lieu of offices, the University may provide Educators with access, whenever practicable, to dedicated rooms for the purposes of grading, written feedback, correspondence, class preparation, study, and other contemplative activities.
4. Substitutes for Instructional Delivery
 - a. The University shall be responsible for coverage and for providing substitution when a GA Educator is unavailable to fulfill duties. The GA Educator is responsible for providing a lesson plan for the substitute.

- b. A GA Educator may serve as substitute instructor for a maximum of seven (7) full class sessions per academic semester. Department chairs will designate and organize substitutions and substitution policies for Educators in their respective departments. Department substitution policies will be communicated in writing to Educators no later than September 15 of each academic year. An academic semester is defined according to Geffen Academy's official calendar.

Article 9 – Professional Concerns

1. All GA Educators are eligible to apply for professional leaves and may be granted leave to attend professional meetings, programs, or trainings. In each case, payment of fees, payment of related costs, and pay status are at the sole discretion of the University.
2. When the University requires attendance at an external professional meeting, program, or training, the University will notify GA Educators in writing and will pay the fees and related costs. When the professional meeting, program or training is sponsored by UCLA, program costs, if any, shall be covered. Programs which are suggested or recommended are not "required" within the meaning of this Article.
3. When a professional leave has been granted pursuant to this Article, the University will notify the GA Educator in writing of the period of the leave, the pay status of the GA Educator during the leave, and which fees or related costs, if any, will be paid.
4. GA Educators shall be eligible for UCLA Professional Development Funds in accordance with Article 9 - Section C in the Unit 18 Agreement. In addition, GA Educators shall be eligible for the Geffen Academy Professional Development Fund Pool described below.
5. Geffen Academy Professional Development Fund Pool
 - a. To support professional development activities requested by GA Educators, Geffen Academy shall annually fund a Professional Development Fund Pool.
 - b. GA Educators shall apply for pool funds.
 - c. Any unused funds shall be forfeited and shall not roll over to the following fiscal year.
6. Curriculum Development and Ownership
 - a. As between Geffen Academy and GA Educator, the copyrights to curriculum materials (including syllabi, assessments, presentations, etc.) developed by a GA Educator during employment at Geffen Academy shall be owned by the GA

Educator. For avoidance of doubt, the GA Educator retains ownership of all rights under Section 106 of the Copyright Act, including the rights to reproduce, modify, delete, add, substitute, display, and distribute curriculum materials.

- b. Geffen Academy retains a non-exclusive, royalty-free, worldwide, perpetual license to curriculum materials developed by such GA Educators, including the right to create derivative works. The use, distribution, and publication of these materials shall be limited to within Geffen Academy and UCLA.

Article 12 - Leaves

1. Leaves

The following sections of Article 12 apply to GA Educators:

- (1) Section A: General Provisions, all provisions but A.11 of the Unit 18 Agreement apply;
- (2) Section B: Family and Medical Leave (FML);
- (3) Section C: Pregnancy Disability Leave;
- (4) Sections D.3. (Reporting) and D.4: (Sick Leave Retirement Credit)
- (5) Section E: Bereavement Leave;
- (6) Section F: Jury Duty;
- (7) Section G: Military Leave;
- (8) Section H: Military Spouse/Domestic Partner Leave;
- (9) Section I: Non-FML Parental Leave Without Pay;
- (10) Section K: Voting;
- (11) Section L: Blood Donations;
- (12) Section M: Witness Leave;
- (13) Section O: Other Leaves/Personal Leaves,
- (14) Section Q: Unit 18 Pay for Family Care and Bonding, and;
- (15) Section R: Grievability and Arbitrability.

2. GA Educators' Sick Leave

- a. Commencing FY 2022-2023, GA Educators shall accrue one day of sick leave per month for ten (10) months per academic year.
- b. GA Educators may use up to five (5) days of sick leave per academic school year for personal leave. When feasible, seventy-two (72) hours' notice will be

provided, with department chair, dean of faculty and human resources approval within twenty-four (24) hours of the notice. No more than two (2) consecutive days shall be approved, unless there are extenuating circumstances.

- c. Sick leave is an accrued benefit and will remain in each GA Educator's bank until used.
- d. Sick days accumulated prior to the ratification of this Memorandum shall remain in the GA Educators' banks and available for use.

3. Absence

- a. Educators shall be present at the worksite as needed to perform assigned duties. No class shall be left unattended.
- b. Absence is defined as a work day when an Educator is not working.
- c. With the exception of unexpected sick days, absence(s) must be pre-approved and will not be unreasonably denied.

Article 17 – Layoff, Reduction in Time and Reemployment

1. General Provisions

- a. All layoffs and reductions in time, and reemployment from layoff status, must be made in accordance with the provisions of this Article.
- b. This Article does not apply to Summer Program appointments.
- c. Consistent with this Memorandum, Geffen Academy has the sole discretion to determine when a layoff or reduction in time is necessary.
- d. The provisions of this Article do not nullify or modify the applicable University and Geffen Academy policies or procedures that exist or may be developed pertaining to disestablishment.
- e. The provisions of this Article pertain to actions taken within a layoff unit, as defined in Section B.3, below.
- f. Geffen Academy shall not apply the provisions of this Article in an arbitrary, capricious or unreasonable manner.
- g. For purposes of Article 7.A and 7.B and this Article only, layoff periods of less than one semester count towards eligibility for Continuing Appointment status and seniority.
- h. Seniority is based on total semesters of service on pay status at Geffen Academy.
 - a. If an GA Educator rejects any part or the entirety of an appointment

offered by Geffen Academy, the part or entirety rejected is not a layoff or reduction in time.

2. Definitions

a. **Layoff**

- 1). A layoff is an involuntary separation from employment in a layoff unit, due to a programmatic change, budgetary considerations, or a lack of work for GA Educator(s).
- 2). Pre-Six Appointees are considered to be separated automatically from employment at the expiration of their appointment. Such separation does not constitute a layoff.
- 3). With the exception of dismissals pursuant to Article 30- Discipline and Dismissal, a rescission, reduction in time, or involuntary separation of employment after the issuance of an appointment letter to the GA Educator, acceptance of the appointment, and before the ending date of the appointment defined therein is considered a layoff or reduction in time and is subject to the provisions of this article.

b. **Reduction in Time**

A reduction in time occurs when a GA Educator's appointment is involuntarily reduced due to a programmatic change, budgetary considerations, or a lack of work for the GA Educator.

3. Layoff Unit

The layoff unit shall be Geffen Academy.

4. Considerations Prior to Layoff or Reduction in Time

- a. When Geffen Academy has determined that the GA Educator staffing cuts are necessary, it will consider attrition, retirement, and voluntary reduction in GA Educator staffing within the layoff unit in order to avoid a layoff or reduction in time.
- b. In response to Geffen Academy's determination that a layoff or reduction in time is needed, a GA Educator may volunteer for layoff or reduction in time. This would not constitute a rejection of an appointment pursuant to Section A.8. At its sole discretion, Geffen Academy may accept any GA Educator's written request to volunteer for layoff or reduction in time. However, Geffen Academy shall not solicit volunteers for layoff or reduction in time. Geffen Academy will transmit a copy to the Union of the acceptance, if any, of the GA Educator's request within five business days.

5. Selection for Layoff and Reduction in Time

- a. When there is no substantial difference in the degree of special skills, knowledge, or ability essential to the academic discipline or fulfillment of assigned duties and responsibilities as determined by Geffen Academy,

the order of layoff or reduction in time shall be as follows:

- i. Pre-Six GA Educators;
- ii. **If additional layoffs need to be made after all pre-six GA Educators have been laid off, then Continuing GA Educators shall be laid off, using inverse seniority order.**

- b. **When Continuing GA Educators have the same semesters of service on pay status in accordance with 1. h. above, the following methods shall be used to assign rankings until unique rankings are achieved in the following order:**
 - i. **any discipline in the personnel file shall constitute a lower ranking;**
 - ii. **lower performance ratings since achieving Continuing status shall constitute a lower ranking;**
 - iii. **lower performance rating on the most recent evaluation shall constitute a lower ranking;**
 - iv. **signing of hiring paperwork last shall constitute a lower ranking.**

- c. When a Continuing GA Educator has received a notice of layoff or reduction in time, and the Continuing GA Educator or the Union on behalf of the Continuing GA Educator alleges that they are equally qualified to perform the work being done by one or more less senior Continuing GA Educator, the Geffen Academy shall evaluate the qualifications of the less senior GA Educator. If Geffen Academy determines that the more senior Continuing GA Educator's qualifications are substantially equal to those of the less senior GA Educator, the Geffen Academy shall lay off or reduce in time the less senior GA Educator.

6. Notice

a. **Written Notice of Layoff or Reduction in Time**

- i. GA Educator shall be given advance written notice of the effective date of any layoff or reduction in time in accordance with the chart in Section 11 below.
- ii. The notice shall identify whether the layoff or reduction in time is due to a programmatic change, budgetary considerations, or a lack of work for the GA Educator.
- iii. When Geffen Academy provides written notice to the GA Educator, Geffen Academy shall transmit a copy of the notice to the Union within five (5) business days.

b. **Pay in Lieu of Notice for Layoff or Reduction in Time**

- i. Where advance written notice of layoff or reduction in time is not given within the timelines provided for in the chart in Section 11

below, pay in lieu of notice, or a combination of timely notice and pay in lieu of notice, will be provided, as set forth in the chart in Section 11.

- ii. Pay in lieu of notice shall never exceed the pay the GA Educator would have received absent the layoff or reduction in time.

c. Reduction in Time that Impacts Health and Welfare Benefits:

Whenever possible, GA Educators shall be given advance notice when the reduction in time can reasonably be expected to affect their eligibility for health and welfare benefits. The notice shall identify whether the reduction in time is based on programmatic change, budgetary considerations, or lack of work for the GA Educator.

7. Meet and Discuss/Consult

- a. Within fifteen (15) calendar days of the date of the issuance of the layoff notice, the Union may request to meet with Geffen Academy to discuss the effect of the layoff or reduction in time.
- b. However, nothing in this Article shall preclude the department chair or unit head from consulting with the affected GA Educator.

8. Reemployment

a. Duration

- i. For the duration of reemployment rights, refer to the chart in Section J below.
- ii. GA Educators retain reemployment rights for the remainder of the reemployment period if they turn down or do not respond within fourteen (14) calendar days to a first written offer of reemployment at the same or higher percentage of time sent to the GA Educator's last known personal email and postal address on file.

b. Order of Reemployment

If more than one qualified GA Educator is on layoff or reduced time status from Geffen Academy, the order of reemployment shall be on the basis of special skills, knowledge or ability essential to the department or unit. When there is no substantial difference in the degree of special skills, knowledge and ability essential to the department or unit as determined by Geffen Academy, the order of reemployment shall be in inverse order of layoff or reduction in time.

c. Temporary Reemployment

In the event Geffen Academy decides to offer temporary reemployment opportunities of no more than one semester in the same layoff unit and title group, the temporary reemployment shall not constitute a recall for reemployment purposes. Further, a GA Educator's acceptance of temporary reemployment of no more than one semester will not nullify said GA Educator's layoff or reduced time status. Should instructional

need exist beyond this temporary period, the GA Educator's reemployment status previous to the layoff or reduction in time shall be reinstated.

d. Termination of the Right to Reemployment

i. The right to reemployment terminates if a GA Educator:

1. accepts an appointment at the same or higher percentage of time in the same title and layoff unit from which the GA Educator was reduced in time or laid off;
2. refuses or fails to respond within fourteen (14) days to a second written offer of reemployment at the same or higher percentage of time sent to the GA Educator's last known personal email and postal addresses on file. The second written offer of reemployment must be separate from the first offer per **Section G.1.c**. However, the right to reemployment does not terminate if the two offers are for courses/work within the same academic year or if the GA Educator is unable to resume employment because of other employment commitments made in response to the layoff.

ii. If Geffen Academy is attempting to employ a GA Educator on an urgent basis and if a laid-off or reduced in time GA Educator who has reemployment rights cannot be reached and/or does not respond within seven (7) calendar days, Geffen Academy may fill the position. In this instance or when failure to respond was due to extraordinary circumstances, a laid off or reduced in time GA Educator will not have waived any future reemployment rights.

9. Benefit Coverage

A GA Educator on reduced time may continue, if previously enrolled, in certain group insurance programs for the length of time provided by the University's Group Insurance Regulations, subject to the payment of full premiums by the GA Educator. A reduced time appointment of more than one-half of the working days of a month does not count towards Geffen Academy service for benefit purposes unless the reduced time appointment continues to qualify the GA Educator for such benefits.

10. Grievance and Arbitration

- a. A grievance alleging a violation of this article must be filed within thirty (30) calendar days of the transmission of notice to the Union. With respect to grievances based on alleged violations that would not be apparent when the written notice is issued, such grievances must be filed within thirty calendar (30) days of the date on which the GA Educator/Union knew or should have known of the alleged violation, whichever is earlier.
- b. In any arbitration involving layoff or reduction in time, the arbitrator shall not

have the authority to substitute the arbitrator’s judgment for that of Geffen Academy regarding the necessity for the layoff or reduction in time, or the functions/programs or titles affected by the layoff or reduction in time. Consistent with the provisions of this Agreement, the Arbitrator shall defer to Geffen Academy's judgment regarding an GA Educator's academic qualifications unless the Union demonstrates that there was no reasonable basis for the Geffen Academy's decision.

- c. If the arbitrator determines that Geffen Academy failed to consider the qualifications of a Continuing GA Educator relative to a less senior GA Educator identified by the Continuing Appointee or the Union (pursuant to Section D.3., the arbitrator's remedial authority shall be limited to ordering such consideration. Upon the request of either party, the arbitrator may retain jurisdiction to ensure that the procedural flaws have been addressed.
- d. When the Union has alleged that Geffen Academy’s stated reason(s) for a decision to lay off is pretextual or factually incorrect, the arbitrator will consider all the evidence submitted by the parties and may reverse a Geffen Academy decision when s/he determines that the decision is contrary to the weight of all the evidence.
- e. Allegations of procedural violations of this Article shall be subject to the Grievance and Arbitration provisions of this Agreement.

11. Layoff, Reduction in Time and Reemployment

Pre-Six GA Educators Schedule Chart:

	Appointment Type	Action	Advance Written Notice	Pay in Lieu of Notice	Reemployment Rights
a.	All pre-six GA Educators	Reduction in time	Thirty (30) calendar days	Thirty (30) calendar days	One (1) calendar year following the effective date of the reduction in time
b.	All pre-six GA Educators	Layoff	Ninety (90) calendar days	Ninety (90) calendar days	One (1) calendar year following the effective date of the layoff

Continuing GA Educators Schedule Chart:

	Appointment Type	Action	Advance Written Notice	Pay in Lieu of Notice	Reemployment Rights
a.	All Continuing GA Educators	Reduction in time	Sixty (60) calendar days	Sixty (60) calendar days	Two (2) calendar years following the effective date of the reduction in time
b.	All Continuing GA Educators	Layoff	Six (6) months	Six (6) months	Two (2) calendar years following the effective date of the layoff

12. *Notwithstanding Section 6, b, i., Continuing GA Educators shall receive notice of full layoff as follows:

- a. **When Geffen Academy must layoff a Continuing GA Educator for the Fall semester of the following academic year, the notice shall be issued no later than March 15th and the GA Educator shall receive six months of notice and/or pay in lieu of notice.**
- b. **When Geffen Academy must layoff a Continuing GA Educator for the Spring semester during the academic year, the notice shall be issued no later than August 1st and the GA Educator shall receive six months of notice and/or pay in lieu of notice.**
- c. **If Geffen Academy issues notice after the March 15 and August 1 deadlines, the Continuing GA Educator shall be entitled to receive notice, and/or pay in lieu of notice, through the end of the following semester, which will be a minimum six (6) months' notice.**

Article 19 – Reassignment

1. Reassignment is defined as a change of subject of an GA Educator during the term of an appointment (July 1 – June 30). Reassignment is not a form of corrective action. Reassignment shall be initiated by the University in consultation, whenever possible, with the GA Educator involved. The University, upon request, will meet with the GA Educator and/or the UC-AFT to discuss the reassignment within seven (7) calendar days of the notice of reassignment; however, the scheduling of the meeting will not delay implementation.

2. A GA Educator who applies for and accepts a position teaching a different subject is not considered to have been reassigned.

Article 21 – Compensation

1. General Conditions

- a. The salary shall be paid monthly over a twelve-month period, in accordance with Article 6.
- b. The GA Educator Salary Range shall be appended to this Memorandum as Appendix A.
 - 1) K-12 Educators shall have a minimum starting annualized salary of \$69,379 for full-time appointments.
 - 2) K-12 Educators shall not exceed a max annual salary of \$157,481 for full-time appointments.

2. Annual Increases

- a. For the life of this Memorandum, GA Educators shall receive a 3% annual salary increase, effective July 1st of each year.
- b. Effective the first full pay period following sixty (60) calendar days from ratification, GA Educators appointed for AY 21-22 shall receive a 3% increase.

3. Ratification Lump Sum Payment

- a. Each GA Educator shall receive a one-time, non-base building, non-UCRP eligible payment of \$1500 Ratification Lump Sum Payment, paid no later than April 1, 2022.
- b. In order to be eligible for the Ratification Lump Sum Payment, the GA Educator must be on active pay status in the bargaining unit on the date of ratification of the Unit 18 Agreement.
- c. The Ratification Lump Sum Payment is subject to applicable taxes and withholdings, but union dues shall not be deducted.

4. Grievability

Decisions related to the amount and timing of general range adjustments, and all aspects of the non-general range adjustment provided to GA Educators are not grievable. The implementation of the amount and timing of the general range adjustments is subject to grievance and arbitration.

Article 22 - Merit Increases

A. General Provisions

1. Merit increases are in addition to the annual increases in section 2 above.
2. Under no circumstances shall a GA Educator be evaluated for a merit increase more than once every three years.
3. Merit review decisions are the result of academic judgement and are not subject to the grievance and arbitration provisions. Only allegations of procedural violations Article 22 are subject to the grievance and arbitration provisions.
4. Merit review decisions shall follow the provisions outlined in Article 31 – Performance Evaluations.
5. A Continuing GA Educator shall be considered for a merit increase at the time of the initial continuing appointment, and at least once every three years thereafter.

B. Pre-Six Appointees

1. During the third year of employment, the GA Educator shall be evaluated for a merit increase based on past performance at the Geffen Academy for the prior three academic years. If the merit process results in the achievement of Meets or Exceeds Expectations, the GA Educator shall receive a 3% merit increase effective with the commencement of the fourth year of service on July 1st.

C. Continuing GA Educators

1. Merit reviews shall occur in subsequent three-year periods (6th, 9th, 12th, etc.) with the merit increase effective on July 1st of the following year.
2. GA Educators who are evaluated for a merit increase and do not achieve a Meets or Exceeds Expectation standard shall not receive a merit increase.

Article 23 – Summer Program

A. General Provisions

4. When the Geffen Academy offers a summer program, GA Educators will be given the opportunity to apply.
5. In no event shall Summer Program count toward Continuing status.
6. The Geffen Academy shall retain the sole non-grievable authority to appoint for the Summer Program.
7. Appointment Letters
 - a. Summer Educators shall receive an appointment letter no later than fourteen (14) calendar days in advance of the commencement of the Summer Program, when practicable.
 - b. The appointment letter shall include the by-agreement salary, when it will be paid, and the dates of service.

B. Appointment Security

1. Geffen Academy reserves the right to cancel Summer Program offerings at any time prior to the date of commencement of the program, in which case the Summer Educator forfeits the by-agreement compensation.
2. Summer Educators will be given no less than seven (7) calendar days advanced written notice of layoff/reduction in time or pay in lieu of notice, if less than seven calendar days is provided.

C. Compensation

1. Compensation for Summer Program appointments for GA Summer Program Educators shall be determined by one of the following methods:
 - a. For current GA Educators, compensation will be based on the annualized salary of GA Educators in effect as of June 30 of the calendar year in which the Summer Program begins. Geffen Academy shall compensate said Educators at the rate of their annualized salary multiplied by the percentage time of the Summer Program appointment (Annualized Salary/52 x Percentage of Time x Week(s) Worked).
 - b. For Summer Program appointees who have not previously held an appointment at Geffen Academy, the minimum compensation rate shall be equivalent to the lowest minimum annualized base salary of GA Educators multiplied by the percentage time of the Summer Program appointment (Lowest Minimum Base Salary/52 x Percentage Time x

Week(s) Worked).

- c. Percentage Time shall include time spent recruiting enrollment, onboarding/orientation, preparing, grading/comment recording, teaching in class, and time expected to support or mentor students outside class, as necessary.
- d. Compensation will be paid By Agreement on UCLA's payroll cycle.

Article 24 – Instructional Workload

1. General Provisions

- a. The full-time workload for GA Educators shall be 10 (ten) IWCs per academic year, though not all IWCs must be assigned prior to the beginning of the school year. GA Educators for whom additional IWC assignments are forthcoming will not be penalized prior to receiving those assignments.
- b. For purposes of this Article, a class shall be valued at 1 IWC when it meets the following criteria: regularly scheduled for more than 2 times a week for the duration of a semester, requires office hours, and requires grading of the class by the Educator.
- c. In addition to the activities assigned IWC value, all GA Educators shall be expected to attend Welcome and Admission Events, Professional Development sessions, Back-to-School Night(s), Parent-Teacher Conferences, the Educator's divisional commencement ceremony, and provide short-term substitution, in accordance with Article 8, Section 4.b. of this Memorandum.
- d. GA Educators shall be expected to provide lunch supervision as assigned once per week, provided that they are teaching fewer than five (5) courses in that semester. For GA Educators employed at fifty percent time (50%) or less, they shall be expected to provide lunch supervision no more than twice per month. GA Educators shall not be scheduled for lunch supervision on days when teaching courses immediately before and after lunch.
- e. Nothing prohibits a GA Educator from volunteering for additional lunch supervision or other duties.
- f. A co-taught class or a co-advisory shall carry the same IWC it would carry if

taught by a single GA Educator.

- g. An Educator's workload may also include curricular and co-curricular activities. Co-curricular activities include, but are not limited to: independent studies, advising clubs and organizations, community activities, ensembles that meet during the school day, committee work, event planning, supervisions, athletic coaching, and mentoring. The Geffen Academy will determine the IWC value of such curricular and co-curricular activities, based upon the preparation and effort expected from GA Educators to satisfactorily carry out the assigned activity. The values will be listed in the Geffen Academy's workload policy.
- h. After-school performance programs shall be valued at no less than 1 IWC, if such programs require meetings every day after school or meet at least three days a week.

2. Notice of Work Assignment

- a. A statement of work assignment shall be issued to GA Educators by their Department Chairs and/or Division Director(s) at least fourteen (14) calendar days prior to the beginning of instruction. The statement of work assignment shall detail the Educator's curricular workload, any additional assigned curricular and co-curricular activities, and the associated IWC value of each assigned duty.
- b. A GA Educator's work assignment is subject to change after the statement of work assignment is issued. In the event of a change, the Geffen Academy will provide the GA Educator with a revised statement of work assignment.

3. Work Assignment Review

- a. Process for addressing work assignment concerns
 - i. Step 1: Within thirty (30) calendar days from the date the semester began or the documented date of substantial change, GA Educator communicates concerns with their supervisor - the department chair. If the issue is not remedied to the GA Educator's satisfaction, they can appeal to Step 2;
 - ii. Step 2: Within fourteen (14) calendar days, the GA Educator meets with the Dean of Faculty and Department Chair to discuss existing concerns. If the issue is not remedied to the GA Educator's satisfaction, they can appeal to Step 3;

- iii. Step 3: Within fourteen (14) calendar days, the Dean of Faculty and the Chief Administrative Officer or designee shall meet with the GA Educator in a final effort to reach a compromise that works for the GA Educator and the academic program needs of the students.
 - b. If a GA Educator's work assignment is modified as a result of the review, the GA Educator will receive a revised statement of work assignment.
 - c. A GA Educator is expected to perform their work assignment as initially assigned during the work assignment review process.
 - d. If, after a workload review, an Educator disputes the assigned IWC, a grievance may be filed within thirty (30) days following the outcome of the workload review. Section L of Article 24 in the Unit 18 Agreement shall apply to GA Educators. For Geffen Academy, the Academic Administrative Panel shall consist of Geffen Academy academic appointees.
4. Changes or Additions to Geffen Academy Workload Policy
 - a. Sections D and E of Article 24 of the Unit 18 Agreement will apply to GA Educators.
 - b. The University's obligation to meet and discuss changes under Sections D and E shall not delay the assignment of a GA Educator to the course or offering or the commencement of actual instruction.

Article 25 – Union Access and Rights

1. Article 25 of the Unit 18 Agreement shall apply in its entirety, with the exceptions as noted below (cleanup of numbers anticipated), which are replaced by the language below:
 - G. 1. b. a. Geffen Academy shall schedule an in-person mandatory orientation in the Fall for all newly-hired GA Educators, starting Fall 2022. The UC-AFT shall have thirty (30) minutes on the agenda to provide union orientation. The UC-AFT is responsible for distribution and collection of sign-in sheets. The Fall orientation will be held in-person at Geffen Academy.
 - G. 1. b. b. University representatives shall not be present during the UC-AFT Orientation. Management will not discourage union membership or attendance at the UC-AFT Orientation.

G. 1. b. c. No other new employee orientation activities for Geffen Academy shall be scheduled at the same time as the union's presentation.

G. 2. GA Educators shall be informed in their initial appointment letters that there will be a mandatory orientation during their first term. Information about the date, time, and place shall be provided no less than fourteen (14) calendar days prior to the scheduled orientation to all newly-hired Geffen Academy Educators and the UC-AFT local representative. Geffen Academy will notify new GA Educators upon hire.

Article 26 – Release Time for UC-AFT Business

The University shall release no more than three (3) GA Educators to negotiate successor Geffen Academy Memorandum not to exceed five (5) full school days requiring substitutes. Should bargaining continue after the five days are exhausted, the parties will mutually agree to when to schedule future dates and times for bargaining. The UC-AFT shall notify the University at least thirty (30) days in advance with the name of the bargaining team member(s) to be released.

Article 29 – Academic Calendar

1. The University shall have the sole, non-grievable discretion to develop and implement the academic calendar for the Geffen Academy.
2. A GA Educator appointment includes instructional, professional development, training, and non-instructional work days. The number of work days in an academic year shall not exceed 200 days, except as outlined below.
3. Newly-hired GA Educators may be assigned up to three (3) days of additional training prior to the first day of instruction.
4. The Summer Program is not part of the academic year and the 200-day maximum.
5. In each semester, there will be one full work day scheduled for writing of student comments no less than three weeks prior to the comment submission due date. In each semester, there will be one full work day scheduled for grading no less than three weeks prior to the submission due date for grades. GA Educators shall not be required to be present on campus during comment-writing and grading days.
6. GA Educators are salaried employees who must be available in-person for school duties and responsibilities, as requested.

7. The Geffen Academy agrees, upon request, to meet with the UC-AFT to discuss any changes in the number of GA Educators' work days. However, if the University proposes to increase the number of work days above 200 days, the University agrees to meet and confer with the UC-AFT regarding the impact of such an increase. Negotiations regarding the impact shall not delay the implementation of the academic calendar.
8. The Geffen Academy will publish a tentative academic calendar, including professional development days, no later than June 1st.

Article 30 – Discipline and Dismissal

Article 30 of the Unit 18 Agreement shall apply in its entirety, with the exceptions as noted below:

1. Section B – in accordance with Article 31 - 5c, the performance improvement plan replaces the remediation plan.

2. F. 2 shall not apply.

3. G.1. shall not apply.

4. G.2. shall apply except for the references to the Senate Review.

Article 31 - Performance Evaluations

1. General Provisions

- a. Geffen Academy shall evaluate GA Educators on assigned responsibilities using the Geffen Academy Teaching Evaluation process.
- b. The Geffen Academy Teaching Evaluation Form shall be appended to this Memorandum as Appendix B.
- c. Evaluations shall commence AY 2022-2023 and shall be conducted by March 1st each year.
 - ii. If an evaluation is not conducted by March 1st, the GA Educator shall receive a "Meets Expectations" rating.
 - iii. Evaluations shall be completed by an Evaluation Team, comprised of the relevant Department Chair, Division Director(s), Dean of Faculty, and other Geffen Academy academic appointees.

- d. GA Educators who voluntarily terminate will not receive an evaluation.

2. Performance Evaluation Review Materials

The Geffen Academy Teaching Evaluation of a GA Educator shall be based on an academic review file. Due consideration will be given to all relevant materials in the review file. These include:

- i. The Educator self-appraisal;
- ii. A Pre-Observation Meeting between the Educator and an Evaluation Team member, during which the Educator will have the opportunity to present their curriculum map, syllabus, sample assessments, or other documents which might better contextualize the lesson which the Evaluation Team member will observe;
- iii. A classroom observation by an Evaluation Team member;
- iv. A GA Educator Post-Observation Reflection by the reviewed GA Educator; and
- v. Relevant information supplied by the reviewed Educator, GA Educator's Department Chair, Dean of Faculty, and/or Division Director(s).

3. Observation Process

- a. The classroom observation of a GA Educator shall be carried out by a member of the Evaluation Team and shall encompass one full class period.
- b. The Evaluation Team Member conducting the classroom observation shall initiate communication in writing to the GA Educator to schedule 1) an initial goals discussion meeting; 2) a mutually-agreed upon time and date for the observation; and 3) a mutually-agreed upon time and date for the post-observation meeting.
- c. The GA Educator shall have an opportunity to complete a GA Educator Post-Observation Reflection following the classroom observation within three calendar days.
- d. The observing Evaluation Team Member shall share the feedback with the GA Educator at a scheduled post-observation meeting.
- e. The GA Educator may respond to the observation with any additional details and/or context to be considered in the overall observation no later than five calendar days from the post-observation meeting.

- f. A final post-observation write-up shall be shared with the GA Educator for review and comment before it is placed in the GA Educator's personnel file to be used as part of the performance evaluation.

4. Timing

- a. The GA Educator will submit an optional self-appraisal no later than January 15th of the evaluation year, including supporting materials.
- b. The Evaluation Team shall review the self-appraisal, conduct the performance evaluation and communicate it to the GA Educator no later than March 1st.
- c. The GA Educator may respond in writing to the performance evaluation with any additional details and/or context to be considered in the overall evaluation within seven (7) calendar days from the receipt of the evaluation.
 - Unless there are comments submitted, the evaluation is final.
 - If the GA Educator submits comments, Geffen Academy shall review the comments and finalize the evaluation no later than seven (7) calendar days from the date of receipt of the comments.
- d. While GA Educators are permitted to include comments regarding their evaluation, the final rating is at the sole discretion of management.
- e. In no event shall the final evaluation be issued later than March 25th and will be shared with the GA Educator before it is placed in the GA Educator's personnel file.

5. Formal Evaluations:

- a. Using the Geffen Academy Teaching Evaluation Form (Appendix B), the Evaluation Team shall rate each area of the GA Educator's performance with one of the following designations:
 - i. **Exceeds Expectations:** Performance consistently exceeded expectations in most essential areas of responsibility, and the quality of work overall was excellent.
 - ii. **Meets Expectations:** Performance met expectations in most essential areas of responsibility, at times possibly exceeding expectations, and the quality of work overall was very good.
 - iii. **Partially Meets Expectations:** Performance did not consistently meet expectations – performance failed to meet expectations in one or more essential areas of responsibility and/or one or more of the most critical goals were not met. A performance improvement plan may be developed

- to improve performance, including timelines, and monitored to measure progress.
- iv. **Does Not Meet Expectations:** Performance was consistently below expectations in most essential areas of responsibility, and/or reasonable progress toward critical goals was not made. Significant improvement is needed in one or more important areas. GA Educator will not receive a new appointment.
 - v. **Not Applicable.**
- b. The Evaluation Team shall rate each GA Educator with an overall rating based on their completed Geffen Academy Teaching Evaluation Form.
 - c. For Continuing GA Educators who receive an overall rating of Do Not Meets Expectations or Partially Meets Expectations, the process in Article 30 (Discipline and Dismissal) – Section B shall apply. For GA Continuing Educators, the performance improvement plan is the remediation plan.

Article 32 – Grievance Procedure

Provided grievances are limited to the provisions of the Unit 18 Agreement that apply to Geffen Academy and/or this Memorandum, Article 32 - Grievance Procedure shall apply to GA Educators, except as modified herein.

Article 33 – Arbitration

Provided arbitrations are limited to the provisions of the Unit 18 Agreement that apply to Geffen Academy and/or this Memorandum, Article 33 - Arbitration shall apply to GA Educators, except as modified herein.

Article 37 – Waiver

1. The University and the Union acknowledge that during negotiations which resulted in the Memorandum, 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 Memorandum, which constitutes the agreement arrived at by the parties.
2. Except as otherwise provided for in this Memorandum or upon mutual consent of the parties to seek written amendment thereto, the University and the Union, for the life of this Memorandum 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 Memorandum, or with respect to any subject or matter not specifically referred to or covered by this

Memorandum 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 Memorandum.

3. For the purposes of Waiver, should either the University or the UC-AFT open an Agreement article that applies to Geffen Academy prior to the expiration of this Memorandum, the final negotiated result shall apply to the Geffen Academy.
4. Nothing in this article precludes UC-AFT from addressing Geffen Academy concerns with the University regarding enactments or amendments to presidential or regental policies.
5. Article 37 Section D shall apply to Geffen Academy during the life of the Memorandum.

Article 40 – Duration

1. The terms and conditions of this Memorandum shall remain in full force and effect commencing at 12:00 a.m. midnight on _____ and shall terminate at 11:59 p.m. on June 30, 2026.

2. Negotiations for a Successor Memorandum

Timely notice, as provided below, shall impose the duty to engage in meeting and conferring for the purpose of negotiating amendments to the articles specified. Neither party shall have any obligation or requirement to negotiate any provisions of any articles not timely noticed.

- a. Each party shall provide the other with written notice of its selected articles and a list of bargaining team members no later than February 1, 2026. Included in such notice shall be each party's written objectives regarding those terms and conditions of employment subject to negotiations.
- b. By February 15, 2026, the parties shall set a mutually agreeable start date for the negotiations.
- c. In the event that neither party gives timely notice as set forth in this section, this Memorandum shall remain in effect on a year-to-year basis from July 1st to June 30th. In the event that the Memorandum continues in this manner, the parties shall provide written notice of selected articles

and a list of bargaining team members for a successor Memorandum no later than July 1 of the applicable year. Thereafter, the parties shall follow the requirements for negotiations of a successor Memorandum, as set forth in 2 above.

D. ARTICLES AND PROVISIONS THAT DO NOT APPLY

The following articles and provisions of the Unit 18 Agreement shall not apply to Geffen Academy Educators:

Article 7D – Senior Continuing Appointments
Article 42 – On-Line Education
Article X – Academic Review Criteria
Appendix D – Salary Scale

Agreement Side Letters noted below:

- Article 1 Recognition 2011
- Health Sciences Exclusion
- Use of Adjunct and Visiting Prof. Appts
- NSF Workload Maximum in Writing Programs and Foreign Languages
- Letter of Understanding - Workload Value Dispute – 10-25-07
- Benefits: Special Break in Service Provisions
- Retiree Health Reopener
- UCSD Preuss Teachers
- UCSD Preuss Counselors
- UCSF New Employee Orientations
- Legacy Incumbent Senior Lecturers

E. SUBSEQUENT UNIT 18 AGREEMENT PROVISIONS

Following the ratification of the next successor Unit 18 Agreement, wholly new articles, side letters, or appendices added to the Unit 18 Agreement will apply to Geffen Academy. If either party deems any of the above inapplicable as written, the parties shall meet and confer to adapt for Geffen Academy.

APPENDICES

GA Appendix A – GA Educators Salary Range

GA Appendix B – Geffen Academy Evaluation Form

GA Appendix C – Transition Chart

GA Appendix D –Evaluation Process New Hires – 7-1-22

GA Appendix E – Transition from Fiscal Year to Academic Year

FOR THE UNIVERSITY

Nadine B. Fishel
Chief Negotiator
Office of the President

Date

Devin Dillon
Superintendent
Pre K-12 Operations

Date

Sibyll Carnochan Catalan
Head of School
Geffen Academy

Date

Michael Simidjian
Director
UCLA Academic Personnel

Date

Kim Massih
Employee & Labor Relations

Date

James DiCaprio
Academic Personnel & Programs
Office of the President

Date

FOR THE UNION

Tiffany Page
Chief Negotiator
UC-AFT Vice President

Date

Zeke Trautenberg
Bargaining Team Member
UC-AFT

Date

Carol Hoffstedt
Bargaining Team Member
UC-AFT

Date

Megan McEwen
Bargaining Team Member
UC-AFT

Date

GA APPENDIX A – Geffen Academy Salary Range

Table 1. Minimum and Maximum Annual Salary Range – Geffen Academy Educators

	Annual	Monthly	1/10 Monthly
Minimum	\$69,379	\$5,781.58	\$6,937.90
Maximum	\$157,481	\$13,123.42	\$15,748.10

GA APPENDIX C - GEFFEN ACADEMY TRANSITION

Transition Plan Effective AY 2022-2023 for Existing Educators

Geffen Experience at Renewal Period	Length of Subsequent Appointment (with “Meets” or Above)	Transition for current teachers	School Year of Required Performance Evaluation
1 year	1 year	Performance evaluation to happen in Spring 2023	Spring 2023
2 years	2 years	Performance evaluation to happen in Spring 2024.	Spring 2024
3 years	2 years	Performance evaluation to happen in Spring 2023. With an option for Geffen Academy to conduct a follow-up performance evaluation in Spring 2024.	Spring 2023
4 years	2 years	Performance evaluation (to happen in 2 nd year of two-year appointment)	Spring 2024
5 years	1 year	Performance evaluation (to happen no later than December 2022). They are in the second year of a 2-year appointment/transition.	To be finalized no later than December 2022
6 years	Continuing appt. at start of 7 th year if Excellence is achieved Review outcome is favorable	n/a	n/a

Circumstances for a one-year appointment:

- a) *Partially Meets Expectations will result in a one-year appt.*
- b) *Transitioning current teachers with one-year or five-years’ experience at Geffen Academy*
- c) Geffen Academy has the sole discretion to issue one-year appointments to those GA Educators that will be issued a Performance Improvement Plan (PIP) for FY23.

GA APPENDIX D – Evaluation Process New Hires – 7-1-22

After Ratification for New Educators Appointed Effective 7/1/22 or Later

Geffen Experience at Renewal Period	Length of Subsequent Appointment	Actions for Reappointment	Results of Action(s)
1 Year	2-year 1 year if Educator Receives Partially Meets Expectations	Performance evaluation in Year 1	Exceeds Expectations or Meets Expectations – Educator receives 2-year appointment Partially Meets Expectations – Educator will receive a 1-year appointment w/a Performance Improvement Plan (PIP) Does Not Meet Expectations – Educator will not receive reappointment
3 years (Years 1, 2 & 3)	3-year 1 year if Educator Receives Partially Meets Expectations	Performance evaluation in Year 3 Eligible for Merit Increase at start of 4 th year	Exceeds Expectations or Meets Expectations – Educator receives 3-year appointment Partially Meets Expectations – Educator will receive a 1-year appointment w/a Performance Improvement Plan (PIP) Does Not Meet Expectations – Educator will not receive reappointment.
6 Years (Years 1, 2, 3, 4, 5 & 6)	Continuing Appointment	Excellence Review	Continuing Appointment at start of 7 th year if Excellence is achieved Non-reappointment if Excellence is not achieved

Circumstances for a one-year appointment:

- a) *Partially Meets Expectations will result in a one-year appt.*

GA Appendix E - TRANSITION FROM FISCAL YEAR TO ACADEMIC YEAR

1. Effective July 1, 2022, GA Educators shall transition from fiscal year to academic year employees.
2. No later than July 31, 2022, accrued vacation time shall be paid out as a lump sum, paid at the rate in effect on the date of ratification.
3. For the 2022-2023 academic year, GA Educators will receive appointment letters or notice of non-reappointment no later than April 30, 2022.
4. Appointment transition shall be in accordance with Appendix C.
5. To determine the semester count for a GA Educator prior to conversion to the semester system, one semester shall be apportioned for work performed between July and December and one shall be apportioned for work performed between January and June.
6. Within 60 days of ratification of this Memorandum, UC-AFT and UCLA shall meet to review employee records and reach mutual agreement on the semester count for each individual.
7. Educators shall not be disadvantaged with respect to compensation by the transition from fiscal year to academic year appointments.