

UCLA LAB SCHOOL SIDE LETTER

This Side Letter supersedes any and all Side Letters pertaining to the Demonstration Teachers at UCLA entered into prior to the date of this Side Letter. The terms of the MOU will apply to the Demonstration Teachers, except as otherwise provided herein. If ratified, the terms of the UCLA Lab School Side Letter will expire with the MOU, at which time all terms for the Lab School will be bargained as part of the larger contract negotiations.

ARTICLE 8 – INSTRUCTIONAL SUPPORT

The following replaces Article 8.A, B, and D in its entirety in the MOU. Article 8.C and E of the MOU remain intact:

A. INSTRUCTIONAL RESOURCES

1. UCLA Lab School shall provide access to facilities, services, texts and instructional support at the Lab School that are reasonably necessary for Demonstration Teachers to complete their assigned duties and responsibilities, including:
 - a. Shared office and desk space, as assigned by administration;
 - 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 will be available in two locations on UCLA Lab's School's campus.
2. Teaching Assistants and Positive Behavior Support Specialists
 - a. Administration is committed to budgeting for one full-time teaching assistant for every classroom and every Demonstration Teacher in a specialist role at the beginning of each academic year. Administration is also committed to budgeting for Positive Behavior Support Specialists for every level.
 - i. Administration will post open positions for Teaching Assistants and Positive Behavior Support Specialists in a timely manner.
 - ii. When a Teaching Assistant or Positive Behavior Support Specialist

position is unfilled, administration shall provide updates regarding staffing efforts at PLC meetings, including the job posting date, number of applicants, timeframe for interviews, and whether offers have been made.

- b. Teaching Assistants and Positive Behavior Support Specialists will fluently speak the language(s) of instruction in the classroom, to the extent feasible.
3. UCLA Lab School is committed to providing IT services and support two weeks prior to the first day of instruction in an academic year and during all instructional and non-instructional days.

B. INSTRUCTIONAL RESOURCES FOR A HEALTHY LEARNING ENVIRONMENT

1. UCLA Lab School is committed to budgeting for a full-time nurse, and will post a position for a full-time nurse in a timely manner when the position is vacant. Administration shall provide updates regarding staffing efforts at PLC meetings, including the job posting date, number of applicants, timeframe for interviews, and whether offers have been made.
2. UCLA Lab School will follow Los Angeles County Public Health's and Cal-OSHA's recommendations regarding COVID-19 practices as it relates to TK-12 environments. UCLA will also communicate significant changes in guidance and/or resources in a timely manner. Demonstration Teachers shall be informed after a known exposure to COVID-19 in accordance with Cal-OSHA requirements.

C. CLASSROOM BUDGETS AND MATERIALS

Administration will provide annual classroom material budgets of at least:

Materials \$2,000

Atelier \$300

Inquiry 1,000

Classroom Library \$500

Recess \$50

Dual Language \$1,000

Music, iSTEAM, and PE Classrooms shall receive a yearly materials budget of \$2,500. The Gonda Family Library will receive a yearly materials budget of at least \$20,000 for books, digital resources, and supplies.

D. SUBSTITUTES FOR INSTRUCTIONAL DELIVERY

1. UCLA Lab School shall be responsible for class coverage when a Demonstration Teacher is unavailable to fulfill duties.
 - a. The Demonstration Teacher is responsible for providing a lesson plan for planned absences. Demonstration Teachers will provide an emergency lesson plan at the beginning of each school year in the event of an unplanned absence.
 - b. UCLA Lab School will make reasonable efforts to recruit substitute teachers for vacant positions, including by posting positions on EdJoin and UCLA Lab School's website.
 - c. Reasonable efforts shall be made to attract and retain high-quality substitute teachers, who fluently speak the language of instruction, to carry out duties during a Demonstration Teacher's absence.
 - d. A Demonstration Teacher shall not serve as a substitute for another Demonstration Teacher more than once per academic year.

ARTICLE 9 – PROFESSIONAL CONCERNS

A. ATTENDANCE AT PROFESSIONAL MEETINGS

1 below replaces 9.A.1 and 3 in the Agreement.

1. Demonstration Teachers are eligible to apply for professional leaves and may be granted leave at the administration's sole discretion to attend professional activities, including but not limited to, meetings, programs, conferences, workshops, institutes, and trainings. In each case, payment of fees, payment of related costs, and pay status are at the sole discretion of the University.

2 below is in addition to 9.A.2 in the Agreement.

2. A professional leave request will include the purpose of the leave and a description of professional activities during the period of leave. Administration will provide a written explanation as to why any professional leave and/or funding are denied. A Demonstration Teacher may submit a denied professional leave request to the Dean of the School of Education & Information Studies or Dean designee for reconsideration. The Dean's decision is final and is in the sole discretion of the Dean.

4 below replaces 9.A.4 in the Agreement.

4. For the period of leave, Demonstration Teachers shall provide lesson plans if they do not have substitute coverage by a teaching team member. Reasonable efforts will be made to provide a substitute teacher if the Demonstration Teacher on professional leave requests one.

B below is an addition to 9.C in the Agreement.

B. PROFESSIONAL DEVELOPMENT AND PUBLIC ENGAGEMENT FUNDS

1. Personal Professional Development Funds

Demonstration Teachers may use Personal Professional Development Funds for professional activities consistent with University policy.¹

- a. To support professional development activities requested by Demonstration Teachers, UCLA Lab School shall annually fund Professional Development for Demonstration Teachers as follows:
 - i. \$2,000.00 for Demonstration Teachers in the Dual Language Program
 - ii. \$1,800.00 for all other Demonstration Teachers
 - iii. A Demonstration Teacher who requires an amount above the minimum allocation to pursue additional personal professional development goals may apply for additional funds.
- b. Demonstration Teachers shall request professional development funds, consistent with department practice.
- c. Unused professional development funds may be rolled into a Demonstration Teacher's funding for Personal Professional Development for the following academic year, if the Demonstration Teacher requests the rollover by May 1. A Demonstration Teacher's funds may not exceed \$4,000 total, including amounts rolled over.
- d. Upon submitting documentation of purchases, Demonstration Teachers shall be reimbursed from their Personal Professional Development Funds in a manner consistent with University policy.

¹ See <https://purchasing.ucla.edu/accounts-payable/policy-741-reimbursement-limits>; <https://purchasing.ucla.edu/purchasing/departamental-buyer/purchasing-policies>

2. Public Engagement Funds

- a. All Demonstration Teachers shall have access to public engagement funds to cover their expenses, consistent with University policy (see footnote 1), while engaging in, facilitating, or organizing work related to: teaching and learning, research, and public engagement.
- b. Demonstration Teachers shall apply for public engagement funds with a written statement of purpose for approval by administration. All requests will be given full consideration, and the final decision regarding the funds is at the administration's discretion.

C. COPYRIGHT

1 below replaces 9.D in the Agreement.

1. As between UCLA Lab School and UCLA Lab School Demonstration Teachers, the copyrights to curriculum materials, (including but not limited to: lessons, scope and sequences, learning experiences, blog posts, publications, assessments, and presentations) developed by a Demonstration Teacher during employment at UCLA Lab School shall be owned by the Demonstration Teacher. For avoidance of doubt, the Demonstration Teacher 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.
2. UCLA Lab School retains a non-exclusive, royalty-free, worldwide, perpetual license to curriculum materials developed by such Demonstration Teachers, including the right to create derivative works, reproduce, modify, delete, add, substitute, display, and distribute curriculum materials. UCLA Lab School does not have the intent to use this license to earn a profit on these materials.

E. ENFORCEMENT

In any grievance alleging a violation of this Article, the Arbitrator shall have no authority to review or modify the UCLA Lab School's decisions whether or not to provide unapproved public engagement funds to a particular Demonstration Teacher.

ARTICLE 12 - LEAVES

1. Leaves

The following sections of Article 12 in the Unit 18 MOU apply to Demonstration Teachers:

- (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.1 (Eligibility), D.2 (Paid Medical Leave for non-Fiscal Year appointees)
- (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.

The following is in addition to Article 12:

1. Personal Time Off Bank

- a. On the later of (i) 30 days after ratification of the Side Letter or (ii) July 1, 2023, the University will provide each current Demonstration Teacher with a one-time bank ("PTO Bank") of twenty- one personal days off. Demonstration Teachers hired in 2023-2024 will receive a one-time PTO Bank of twenty-one personal days; Demonstration Teachers hired in 2024-2025 will receive a one-time PTO bank of fourteen personal days; and Demonstration Teachers hired in 2025-2026 will receive a one-time PTO bank of seven personal days.
- b. Any unused personal days off will be rolled over into the next academic year, until exhausted in full.
- c. Any unused days in the PTO Bank will not be cashed out at time of separation of employment, nor will the PTO Bank count toward UCRP credit.

2. Demonstration Teachers' Personal Leave
 - a. In addition to drawing from the PTO Bank, Demonstration Teachers may use up to eight (8) days of personal leave per academic year for personal leave.
3. For all time off under this Article, when feasible, seventy-two (72) hours' notice will be provided, with administration approval within twenty-four (24) hours of the notice. No more than two (2) consecutive days shall be approved, unless there are extenuating circumstances. Further, if the reason for the time off qualifies for paid medical leave under Article 12.D.2 (non-fiscal year appointees), the Demonstration Teacher will utilize the Paid Medical Leave in Article 12 prior to utilizing the personal leave provided above.
4. When feasible, requests for Personal Days or PTO of more than three (3) consecutive days shall be made in writing no less than fourteen days from the start of the leave and shall require administrative approval.
5. Personal leave days and the PTO Bank may not be taken in conjunction with University holidays as designated in the Holidays article of the parties' MOU except when approved by administration.
6. Time off under the terms of this Article must be taken in full day (8-hour) or half day (4-hour) increments.
7. This Article supersedes all current leave practices for Demonstration Teachers.

ARTICLE 19 - REASSIGNMENT

The following replaces Article 19 of the Unit 18 MOU in its entirety:

1. Reassignment is defined as any change of level or classroom for a Demonstration Teacher that occurs within 30 days of the beginning of the term of service or anytime during the academic year. A change in a physical classroom without a corresponding change to teaching assignment or group of students does not constitute a "reassignment" for purposes of this Article. Reassignment is not a form of corrective action and may be done at the administration's sole discretion.
2. When administration decides to reassign a Demonstration Teacher, they shall notify the Demonstration Teacher(s) in writing of the reassignment within three (3) days. Within 15 days of a request by the Demonstration Teacher, UCLA Lab School will, in good faith, meet and engage with the Demonstration Teacher

regarding support for the transition to the assignment. The Demonstration Teacher has the right to bring a UC-AFT representative to the meeting. If a UC-AFT representative attends the meeting, a representative from UCLA Labor Relations will also attend. Administration will respond to the Demonstration Teacher's support requests within 10 working days of the meeting. If the administration is denying a request made by the Demonstration Teacher, it shall provide the reasoning in writing. A Demonstration Teacher may submit a denied request for support to the Dean of the School of Education & Information Studies, or the Dean's designee, for reconsideration. The Dean's decision is final and is in the sole discretion of the Dean. This process will not delay implementation.

3. Demonstration Teachers may also request reassignment. Administration will meet with the Demonstration Teacher or teaching teams to discuss the requested reassignment.
4. Reassignments shall not be announced publicly before the individual/s considered for reassignment has/ve been notified.
5. Reasonable efforts will be made to minimize reassignment of individual Demonstration Teachers in a given year. If reassignment is needed to cover a vacancy, the administration will consider teachers who have not been reassigned prior to considering Demonstration Teachers who have previously been reassigned in that academic year.
6. Alleged violations of this article are not arbitrable.

ARTICLE 21 - COMPENSATION

The following replaces Article 21 of the MOU in its entirety:

1. **Demonstration Teacher Salary Scale**
 - a. Demonstration Teachers shall have an annualized salary rate within the established salary table in (a)(i) below and will be placed on that scale as identified herein.
 - i. Within 30 days after ratification of the Side Letter, Demonstration Teachers will move to the nearest level that is closest to, and at least, a 7.0% increase above their current full-time salary on the 2022-2023 salary scale, included in Appendix A. Assigned Dual Language or Resource Specialists will then be moved over onto the specialized scale in the 2022-2023 table at

that same initial level.

- ii. Effective July 1, 2023, the University shall adjust the Demonstration Teacher salary scale by five percent (5.0%). Each Demonstration Teacher will maintain their level from the prior academic year as the scale is increased.
 - iii. Effective July 1, 2024, the University shall adjust the Demonstration Teacher salary scale by four percent (4.0%). Each Demonstration Teacher will maintain their level from the prior academic year as the scale is increased.
 - iv. Effective July 1, 2025, the University shall adjust the Demonstration Teacher salary scale by four percent (4.0%). Each Demonstration Teacher will maintain their level from the prior academic year as the scale is increased.
- b. Demonstration Teachers will not receive any retroactive pay for any portion of the increases identified above and the increases will only be implemented on a going forward basis following ratification.
 - c. No other salary increases will be provided for the term of the Side Letter, apart from those established in 1.a above and increases awarded as a result of the process identified in other Articles contained in the MOU.
 - d. Demonstration Teachers are exempt, employed for an entire academic year, and are expected to fulfill their teaching, public engagement and research responsibilities and service duties throughout the academic year, regardless of number of on-site or instructional days. Returning Demonstration Teachers are not expected to report to work from the last day of instruction to one week prior to the first day of instruction in the next academic year.
 - e. Demonstration Teachers assigned to perform Dual Language Instruction or provide Special Education credentialed teaching ("Assigned Dual Language or Resource Specialist") will receive appropriate placement on the Assigned Dual Language/ Resource Specialists salary scale to account for the specialized teaching and services required of those positions.

- f. When current UCLA Lab School Demonstration Teachers are mapped onto the new salary table, under no circumstances shall each current Demonstration Teacher's Salary Scale mapping result in a lower salary for that Demonstration Teacher.
- g. Demonstration Teachers will receive a \$3,000 one-time ratification lump-sum within 30 days after ratification of the Side Letter. This lump-sum payment is non-base building.

2. One-time payment for National Board Certification

- a. Demonstration Teachers who achieve their National Board Certification after their date of hire at UCLA Lab School shall receive a one-time payment of \$2,500 in accordance with the criteria below:
 - i. This one-time payment is only available to teachers who earn their National Board Certification while employed as a Demonstration Teacher at UCLA Lab School.
 - ii. The one-time payment of \$2,500 shall be paid upon completion of National Board Certification.

3. Compensation for Substitutes

- a. UCLA Lab School shall pay substitute teachers daily rates of \$215, and minimum-day rates of \$120.
- b. Substitute assignments of a duration of 15 days or more in the same assignment shall be considered long-term assignments and will be paid a daily rate of \$280 ("Long-Term Assignment pay rate").
- c. Once a substitute serves fifteen (15) consecutive days in the same assignment, the substitute will receive retroactive pay at the Long-Term Assignment pay rate for the previous fourteen (14) days. The Long-Term Assignment pay rate will start on the first day of the assignment if the duration is known at the onset.
- d. University or Lab School holidays, scheduled non-instructional days and other University scheduled breaks during a substitute assignment will not reset the count of days that determine a long-term substitute appointment.

4. Extended Supervision

- a. Demonstration Teachers who chaperone 3-day trips shall receive two (2) compensation (comp.) days.
- b. Demonstration Teachers who supervise student activities after the instructional day that extend into the evening until 7:00 p.m. or later (e.g. Intermediate Late Night) shall receive one (1) compensation (comp.) day.

5. Compensation for Summer School Substitutes

Demonstration Teachers who are not otherwise contracted to teach summer school may substitute at a rate of \$175 for a four-hour day for other Demonstration Teachers who are contracted to teach summer school.

6. Special Provisions

- a. Above-scale annualized salaries may be paid to Demonstration Teachers at the sole discretion of the University.
- b. Decisions related to the amount and timing of general range adjustments, merit adjustments, and all aspects of the non-general range adjustments provided to the Demonstration Teachers are not grievable. The implementation of the amount and timing of the general range adjustments, one-time adjustments and special salary adjustments is subject to grievance and arbitration.

ARTICLE 29 – ACADEMIC CALENDARS

The following replaces Article 29 of the Unit 18 MOU in its entirety:

Demonstration Teachers shall hold academic year appointments (9/12) with a service period of approximately nine (9) months, beginning no more than a week before instruction begins. Academic year appointments shall be paid over twelve (12) months from July 1 through June 30.

1. The University shall have the sole, non-grievable discretion to develop and implement the academic calendar for the Lab School. The academic calendar will be developed in consultation with the Professional Learning Committee (PLC) each year beginning no later than January in the prior academic year, and approved by the Dean of School of Education & Information Studies, or the Dean's designee, and the Superintendent, PreK-12 Operations.

2. A Demonstration Teacher appointment includes instructional work days and noninstructional work days. Non-instructional work days may include, but is not limited to, planning, parent/ student conferences, professional development, training, public engagement, and research.
3. Demonstration Teachers will be provided three non-instructional and/or Unassigned Days during the week of Thanksgiving.
4. The number of work days in an academic year shall not exceed 188 days, except as outlined below.
5. Newly-hired Demonstration teachers may be assigned up to three (3) days of additional training prior to the first day of instruction.
6. The Summer Program is not part of the academic year.
7. Demonstration Teachers are salaried employees who must be available in-person for school duties and responsibilities during the service period. The service period for returning Demonstration Teachers begins five work days prior to the first day of instruction.
8. If UCLA proposes to increase the number of work days above 188 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.
9. UCLA Lab School will publish a tentative academic calendar, including professional development days, no later than March 1st.

Instructional Days

1. The number of instructional days for students will be 172 days.
2. A full instructional day for ECI – UPPER II shall be from 8:15 a.m.- 2:45 p.m. Each full instructional day will include at least 45 minutes of planning time.
3. A minimum (half) instructional day shall be from 8:15 a.m. – 11:30 a.m.
4. Minimum instructional days count as one full instructional day for purposes of this Article, but Demonstration Teachers are expected to engage in non-instructional work during the non-instructional portion of the minimum day.

Unassigned Days

1. An Unassigned Day is one when teachers do not have school assignments on or off campus.
2. Unassigned Days will be determined solely by administration, in consultation with the PLC each year, where feasible.

Preparation Days

1. Two pupil-free days shall be provided for Demonstration Teachers to conduct each of the semi-annual parent conferences (Fall and Spring).
2. Demonstration Teachers shall be provided one pupil-free day prior to each of the semi-annual formal parent conferences to prepare for conferences (Fall and Spring).
3. Demonstration Teachers shall be provided one pupil-free day to conduct Parent Intake Conferences in the Fall Quarter.
4. Substitute coverage up to one day shall be provided for Upper Demonstration Teachers to be released to write middle school letters of recommendation for their students. If Upper Demonstration Teachers need to write letters for more than 24 students, they will get an additional day with a substitute.
5. Substitute coverage up to two days shall be provided for Dual Language Demonstration Teachers in order to participate in the Dual Language Planning Retreat each year.

Weekly Planning Time

Weekly planning time will be provided to all Demonstration Teachers during the school day, at administration's discretion. Reasonable efforts will be made to provide common planning time per week, but failure to provide common planning time shall not be grievable.

EXECUTION AGREEMENT

The foregoing Side Letter between the UC-AFT and the University of California, Los Angeles, having been duly approved by both parties, is hereby executed by the undersigned representatives of each party.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

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Monica Alfredsen

Academic Personnel Director

UCLA School of Education & Information Studies

Date 11/15/2023

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Jesse Delgado

Senior Administrative Analyst

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Manager – Labor Relations

Employee & Labor Relations

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Sandy McDonough

Chief Negotiator

Date 11/17/2023

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Jody Prisela

Associate Dean for Community Programs

UCLA School of Education & Information Studies

Date 11/16/2023

UNIVERSITY COUNCIL - AMERICAN
FEDERATION OF TEACHERS LOCAL 1474

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Bill Quirk
UC-AFT, Executive Director

Date 12/4/2023