

## SIDE LETTER AGREEMENT

### **A. GENERAL PROVISIONS**

1. This Side Letter Agreement shall remain in effect on a temporary basis and shall apply to all terms in which instruction is affected by COVID-19, except where duly noted herein. Under no circumstance shall this Side Letter Agreement apply beyond June 30, 2021.
2. Except where otherwise noted, this Side Letter Agreement applies to the IX bargaining unit, including The Preuss School at UCSD, the Geffen Academy at UCLA, and the UCLA Lab School.
3. All provisions of the collective bargaining agreement and associated side letters that are in effect during the status quo period shall continue to apply during the duration of this Side Letter Agreement, subject to being supplemented by the provisions below or altered via a ratified full Successor Agreement or associated side letters reached in successor bargaining.
4. The University shall take the COVID-19 context into consideration when making decisions about subsequent appointments.
5. Where the collective bargaining agreement and associated side letters/memoranda limit grievances to procedural violations, those limits will be extended to this Side Letter Agreement. Within thirty (30) days of the expiration of this Side Letter, the parties will meet with the intent of resolving outstanding grievances and ULPs, if any, related to the conversion to remote instruction.

### **B. TRAINING AND INSTRUCTIONAL SUPPORT**

1. In order to support the continuity of the delivery of instruction, the University will consider requests from Unit 18 Faculty for training, equipment, and support resources.
2. In addition to campus-specific initiatives available to Unit 18 Faculty, departments, programs or units may provide additional instructional resources to Unit 18 Faculty during the remote learning environment on a case-by-case basis. The department, program or unit shall make the decision based on the Unit 18 faculty member's demonstrated need and budgetary considerations, in accordance with University of California Policy BFB-BUS-43 Purchases of Goods and Services: Supply Chain Management (available at <https://policy.ucop.edu/doc/3220485/BFB-BUS-43>).
3. The University shall not unreasonably deny appropriate instructional resources to Unit 18 Faculty.

### **C. INSTRUCTION IN THE REMOTE LEARNING ENVIRONMENT**

1. Unit 18 Faculty may need to exercise flexibility as they develop syllabi, assessments, and other instructional materials or processes for remote instruction. In accordance with the applicable campus, department, program, and unit procedures, this flexibility may include, but is not

limited to, obtaining and practicing with remote learning tools, dedicating instructional time to orienting students to technology, reorganizing syllabi, changing and/or rebalancing some course activities.

2. While section C. 1. above applies to K-12 teachers, proposed significant alterations to syllabi, assessments, instructional materials or processes for remote instruction must be communicated to school leadership including department chairs, principals or designees.
3. Consistent with Article 9, Professional Concerns, Section D., course materials shall be protected in accordance with the UC Ownership of Course Materials Policy ([https://policy.ucop.edu/doc/2100004/Course Materials](https://policy.ucop.edu/doc/2100004/Course%20Materials)).  
Third party vendors shall not have any ownership of course materials in a learning management system (LMS). Tools and technology used during the remote learning period are not considered exceptional university resources as defined in the policy.

#### **D. PAID MEDICAL LEAVE**

1. With the exception of The Preuss School, during the fall 2020 term, the following special Paid Medical Leave provisions shall apply to Academic Year Unit 18 Faculty:

##### Criteria

- a. Unit 18 Faculty who have a full-time appointment for at least a full academic year (three quarters or two semesters) who are unable to work for reasons of personal illness, injury, or disability shall continue to be granted paid medical leave under the terms of the currently expired collective bargaining agreement. However, they may also use their Paid Medical Leave to care for a family member's COVID-19 illness.
- b. Unit 18 Faculty who have an appointment of 66% up to a 99.9% appointment for a full academic year will be eligible for the Paid Medical Leave described below due to the Unit 18 Faculty 's own COVID-19-related illness or that of a family member only.
- c. An appointment average of 66% or greater is determined by a two-year look back period of six quarters/four semesters/twenty-four fiscal year months, not including teaching in summer session. Non-teaching terms are included and considered 0% appointment. The appointment percentage will be determined by the higher appointment percentage between the two years.
- d. If the Unit 18 faculty member has a concurrent appointment, their eligibility for Paid Medical Leave will be determined by evaluating the combined percentages of all of their appointments. However, the amount of Paid Medical Leave available will be prorated based on the Unit 18 appointment only.
- e. A Unit 18 faculty member shall be granted Paid Medical Leave for their own COVID-19 related illness or that of a family member as follows:
  - i. Eligible Unit 18 Faculty with fewer than ten (10) years of employment in the bargaining unit at the same campus who do not accrue sick leave shall be eligible for

a maximum of twenty-two (22) weeks of consecutive or intermittent paid medical leave within a ten-year period.

- ii. Eligible Unit 18 Faculty with ten (10) or more years of employment in the bargaining unit at the same campus who do not accrue sick leave shall be eligible for a maximum of thirty-six (36) weeks of consecutive or intermittent paid medical leave within each subsequent 10-year period.
- iii. Any prior usage by a Unit 18 Faculty member of Paid Medical Leave shall count toward the maximum weeks of usage (22/36) and the balance remaining will be available for use.
- f. Approval of Paid Medical Leave on an intermittent or partial reduction in time basis are subject to the outcome of the interactive process pursuant to Article 20 Reasonable Accommodation.
- g. For appointments less than 100%, the paid leave will be proportional to the Unit 18 Faculty 's appointment percentage at the time of the Paid Medical Leave.
- h. The University will not grant Paid Medical Leave beyond the end date of a Unit 18 Faculty 's term appointment except in cases of reappointment.
- i. Paid Medical Leave does not accrue.
- j. A Paid Medical Leave runs concurrently with FML if the leave is taken for any of the FML-qualifying reasons.

**E. MENTORING MEETINGS**

- 1. At the request of the Unit 18 faculty, the University shall defer all mentoring meetings referenced in Article 31 – Mentoring unless the Unit 18 faculty member has a one-quarter or one-semester appointment.
- 2. All deferred mentoring meetings that would have occurred during remote terms shall occur no later than the end of the 2021-2022 academic year.

**F. VISAS AND IMMIGRATION**

The University will continue its current practices of visa sponsorship throughout the COVID-19 mandate, in compliance with federal and state law.

**G. MERITS AND EXCELLENCE REVIEWS**

- 1. Reviews scheduled for academic year 2020-2021 shall continue during the terms of this Side Letter Agreement, unless the Unit 18 faculty member has deferred their review per the provisions in the Article 22 – Merit Review Process.
- 2. Excellence Reviews are only deferrable under the following circumstances:

- a. Only Unit 18 Faculty who will reach the 18th AY quarter/12th AY semester/24th FY quarter during academic years 2020-2021 or 2021-2022 may request a one-time deferral for a full calendar year, as long as the final decision has not been issued.
  - b. In no event shall a pre-six appointee achieve more than 21 AY quarters/14 AY semesters/28 FY quarters prior to the conclusion of the Excellence Review.
  - c. There shall be no retroactive pay increases associated with successful conclusion of a deferred Excellence Review.
  - d. Deferrals for active files must be requested no later than 30 days after the date this side letter is signed and prior to issuance of a final decision.
3. The use of student evaluations during Spring 2020 is memorialized in an attached agreement, Addendum A – Use of Student Evaluations.

#### **H. NOTIFICATION OF IN-PERSON COURSES – Higher Education only**

1. The University shall provide the Union with a list of courses which will be taught in-person by Unit 18 Faculty no later than fifteen (15) calendar days prior to the start of instruction for the term.
2. If the determinations about additional courses to be taught in-person are made after the above notices have been provided, the University shall notify the Union within five (5) business days.

#### **I. NEW EMPLOYEE ORIENTATIONS**

All new employee orientations shall be conducted remotely and synchronously, including the union's portion of the orientation.

#### **J. HEALTH AND SAFETY**

1. The University shall follow COVID-19 health and safety protocols and guidelines, consistent with local/county and state public health agencies. These protocols may include but are not limited to sanitation procedures, testing, notification of positive cases and contact tracing.
2. Because each campus is under the jurisdiction of different county public health agencies, the parties agree the campuses may have differing COVID-19 compliance, mitigation policies, and return to campus plans. Each campus shall follow their COVID-19 compliance, mitigation policies, and return to campus plans.
3. Unit 18 Faculty present on campus shall follow all required campus health and safety protocols.
4. If other students, faculty, or staff fail to follow campus health and safety protocols, Unit 18 faculty shall not be disciplined or non-reappointed for taking reasonable steps to protect their

health, in accordance with local campus procedures. For K-12 teachers, at no point should students be left unattended. The K-12 school will provide guidelines for K-12 teachers for situations where a student refuses to follow protocols.

5. No later than five (5) business days prior to the first day of classes, each campus shall notify the Union and all Unit 18 Faculty who are teaching in person of how to obtain University-provided face coverings and/or additional supplies.
6. Unit 18 Faculty assigned to teach in person who seek to teach remotely instead must notify their chair, chair's designee, principal, or equivalent that they require a workplace adjustment, or reasonable accommodation in accordance with Article 20 – Reasonable Accommodation.
7. Unit 18 Faculty health information is covered under HIPAA and not shared outside the University.
8. Vaccinations
  - a. The University may require a flu vaccine for Unit 18 faculty who need to access a University facility.
  - b. Unit 18 Faculty who request exemptions for medical, or religious reasons, or other accommodation due to a disability, must provide appropriate written documentation.
  - c. Flu vaccines are available to Unit 18 faculty through their University-sponsored healthcare provider at no cost.
  - d. For Unit 18 faculty who are not eligible for University-sponsored healthcare, flu vaccines may be available at some campus locations. The University shall provide a list of campus locations where flu vaccines are available. However, there may be an associated cost.
  - e. The University is not requiring a COVID vaccine as a condition of employment.

## **K. CHILD CARE**

### 1. Academic Year Appointees

Effective July 1, 2020 through December 31, 2020, eligible academic year Unit 18 Faculty who do not accrue sick leave, may use their Paid Medical Leave for childcare related reasons. Paid Medical Leave is permitted up to one course reduction for childcare related reasons, which equates to four (4) weeks of a Unit 18 Faculty's total Paid Medical Leave entitlement for quarter campuses and six (6) weeks for semester campuses. Paid Medical Leaves for child care purposes that begin after the quarter/semester has already begun will be calculated in proportion to the length of the remaining term. Unit 18 Faculty must be unable to work or telework because their child(ren) is/are not able to physically attend their school or place of care due to COVID-19 precautions.

If the Unit 18 Faculty teaches more than one course and needs to take the entire quarter/semester off because of childcare needs, this temporary modification does not affect eligibility for Emergency Paid Sick Leave (EPSL) or Emergency Family and Medical Leave (EFML) granted under the Families First Coronavirus Relief Act (FFCRA), or Expanded Paid Administrative Leave (EPAL) provided by University policy. EPSL, EFML, and EPAL may be taken before or after any Paid Medical Leave is used or exhausted.

The eligibility criteria is described in this Side Letter Agreement in Section D – Paid Medical Leave.

2. Fiscal Year Appointees and The Preuss School bargaining unit members

Effective July 1, 2020 through Dec. 31, 2020, Unit 18 Faculty who accrue sick leave may use accrued sick leave, if any, if they are unable to work or telework because their child(ren) is/are not able to physically attend their school or place of care due to COVID-19 precautions. This temporary modification does not affect eligibility for Emergency Paid Sick Leave (EPSL) or Emergency Family and Medical Leave (EFML) granted under the Families First Coronavirus Relief Act (FFCRA), or Expanded Paid Administrative Leave (EPAL) provided by University policy. EPSL, EFML, and EPAL may be taken before or after any accrued sick leave is used or exhausted.

**L. K-12 SPECIAL PROVISIONS**

1. Definitions

- a. “Distance Learning” means instruction in which the student and instructor are in different locations.
- b. “Synchronous Instruction” means instructors are delivering instruction directly to students over a technological format in real-time, which could include but are not limited to video instruction, teacher guided peer-to-peer learning, and/or whole or small-group instruction.
- c. “Asynchronous instruction” means learning conducted by the student on their own time or schedule, independently, which could include but are not limited to self-guided instructional modules, pre-recorded lessons and other communication not in real time.
- d. “K-12 teachers” refers to educators in multiple title codes in the Unit 18 Faculty bargaining unit including pre-K at UCLA Lab School. Additionally, references to Unit 18 Faculty throughout this Side Letter Agreement include K-12 teachers, unless specifically excluded.

2. School Days

While K-12 teachers are exempt salaried employees, during the 2020-21 school year, the expected school day may vary from the pre-pandemic in-person schedule.

- a. **Lab School:** student hours are from 8:30 a.m. to 2:00 p.m. and from 8:30 a.m. to 11:45 a.m. for the EC-1. Teachers shall receive two non-contiguous 15 minute breaks (morning/afternoon) and a duty free forty-five (45) minute lunch each day. Meetings shall be held virtually between 8:00 am and 4:45 pm.
- b. **The Preuss School:** 8:55 a.m. – 4:00 p.m. continues as the school day, though the content of student hours may vary. Teachers shall have two 15-minute “passing periods” and a thirty-minute (30) duty-free lunch. “Scholar-Centered Support” shall occur from 3:00 – 4:00 each day and used for activities that include but are not limited to: meetings with individual students, meetings with groups of students, communicating with students, parents, tutors, and mentors.
- c. **Geffen Academy:** student hours are from 9:00 a.m. to 4:00 p.m. Monday – Thursday and 9:00 a.m. – 2:45 p.m. on Friday. If supervising at lunch, teachers will be provided a duty-free thirty (30) minute lunch.

### 3. Transition to In-Person/Hybrid Instruction

- a. The schools shall provide the teachers three working days without students between the last day of full remote learning and the first day of hybrid or in-person learning, except four days will be provided to Lab School teachers assigned to classrooms outside the Lab School campus. Teachers will provide students independent work assignments. The Lab School may schedule these transition days for February 26, March 1, March 2, and March 3 for teachers assigned to Dodd Hall.
- b. If a teacher must return to remote instruction unexpectedly, the teacher will post an appropriate assignment(s) for the students to complete independently while the teacher transitions to remote instruction. Depending on individual circumstances, up to one day without students will be allowed to transition to remote instruction.

### 4. Performance Evaluations

Reviewers shall consider the COVID-19 context when evaluating teacher effectiveness.

- a. **The Preuss School:** Evaluations shall follow the Preuss Memorandum processes in Article 10 for observation frequency, lesson plans, observation forms, self-evaluations, and performance improvement plans, except the evaluators shall handle observations over zoom format, where appropriate. For the duration of this Side Letter Agreement and on a one-time non-precedent setting basis, Preuss will issue a progress report to all bargaining unit members. The progress report shall provide feedback with a Pass or No Pass evaluative rating.

- i. Teachers in the first five years of employment who receive progress reports without significant performance deficiencies shall be eligible for appointment and related salary increase during academic year 2021-2022.
    - ii. Teachers who have completed five years of employment who receive progress reports without significant performance deficiencies shall be eligible for appointment and related salary increase during academic years 2021-2022 and 2022-2023.
  - b. **Lab School:** Excellence reviews shall be conducted under the provisions in Section G of this Side Letter Agreement.
5. Where possible, the Lab School will establish remote cohorts such that teachers do not teach in-person and remotely simultaneously.
6. Meetings and Professional Development Time
  - a. Schools shall conduct all educator meetings remotely.
  - b. Professional development time for each school shall be conducted remotely.
  - c. If, however, small groups plan to meet in person, they must follow the COVID-19 health and safety protocols.
7. K-12 Health and Safety Protocols for Returning to School

Each school shall return when state, county, and campus guidelines have been met. At the earliest, Lab School may re-open in person for EC and primary on Friday, March 5 and Geffen may re-open in person for 6th grade on Monday, March 15. Should the University make the decision to return to in-person instruction on the school premises, either using a hybrid model or full return during the life of this Side Letter Agreement, the following provisions shall apply:

  - a. Space Allocation:
    - i. Wherever possible, K-12 teachers shall have access to space indoors where they can maintain a physical distance of 6 feet.
    - ii. Where practicable, K-12 teachers shall have staggered lunches on campus to provide minimal interaction in shared spaces.
    - iii. If available, the K-12 teachers shall have access to outdoor spaces.
  - b. Facilities:



- i. Class areas and rooms shall provide six feet of physical distancing among students and teacher(s).
  - ii. Appropriate HVAC circulation shall be maintained in accordance with campus environmental health and safety policies.
  - iii. For rooms without windows or with windows that do not open, HEPA filter systems shall be used.
  - iv. At least one additional HEPA machine will be made available for each school to use in other locations where needed.
  - v. HVAC Systems shall be upgraded to the highest rating possible, but no less than MERV 10.
  - vi. Bathrooms shall have air dryers disabled, as applicable, and disposable towels and hand sanitizer shall be provided.
  - vii. No-touch water bottle refill dispensers shall be used where they exist. No school shall be required to build new dispensers.
  - viii. If the school uses off-campus locations (i.e., other facilities at UCLA), it shall provide a security and emergency plan. Bargaining unit members will be trained on the plan.
  - ix. Geffen Academy educators who hold parking permits for a particular UCLA parking lot are eligible to park at other approved UCLA parking locations on main campus at no extra cost by submitting a cross-parking permit request to campus
- c. Required Masking:
- i. Students, K-12 teachers, and staff shall be required to wear a face covering unless exempted or when eating, napping or engaging in compliant physical recreation. Disposable masks shall be available if needed.
  - ii. The school shall provide all bargaining unit members with at least two cloth masks upon initial return to in-person learning.
  - iii. K-12 teachers will have face shields available to use, if needed, but they shall not be required to substitute a face shield for a mask.

d. Testing:

- i. All students age five (5) or older, K-12 teachers, and school staff shall be required to test negative no earlier than 10 days prior to returning to school.
- ii. Ongoing asymptomatic testing shall occur at least every week.
- iii. All required testing shall be cost-free.
- iv. Each school may perform periodic no contact temperature checks throughout the school day, including random checks upon student arrival.

e. Cleaning:

- i. Each school shall use disinfectant products approved for use in school settings.
- ii. While teachers may need to clean surfaces and/or equipment after use, they are not expected to perform custodial work. Cleaning supplies shall be provided by the school.
- iii. Each school shall be responsible to clean and disinfect areas where students, K-12 teachers or school staff who have been ill or confirmed COVID-19 positive.
- iv. Each school shall be responsible for full custodial cleaning each night after the school is closed, including using an electrostatic sprayer.

f. Ill Students and Isolation Rooms:

- i. Each school shall designate an isolation room for student(s) when they exhibit COVID-19 symptoms at school. A bathroom will be designated for their use, when needed.
- ii. If student become ill during the school day, the school shall identify a health services team member to care for and handle the student away from the classroom, other students and K-12 teachers.
- iii. There shall be at least one (1) FTE nurse at each school. This does not preclude the school from designating a health services team.
- iv. Each school shall provide alternate location(s), as needed, to remove students after a positive confirmed case in order to ensure full cleaning procedures are completed.

8. In conjunction with the county and the campus, each school has the sole authority to determine whether to dismiss students, K-12 teachers and staff during the school day and/or to return to remote learning, either in a hybrid model or full remote learning environment.

FOR THE UNIVERSITY



Nadine B. Fishel  
Associate Director-Labor Relations  
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*March 2, 2021*

FOR THE UC-AFT



Mia L. McIver, Ph.D.  
President, UC-AFT

March 4, 2021

ADDENDUM A  
PERFORMANCE REVIEWS

1. The University and the UC-AFT agree to the following provisions for the use of student evaluations of teaching during the Spring 2020 semester and Spring 2020 quarter, which were affected by COVID-19 campus closures.
2. This addendum agreement is limited to the evaluations obtained during Spring 2020 and their exclusion or inclusion in academic reviews for Unit 18 faculty in higher education.
3. Reviews may include content from the academic terms affected by COVID-19 in accordance with each campus's procedures. Reviewers will consider the COVID-19 context when reviewing merit and excellence cases that cover this time period. Unit 18 Faculty are encouraged to explain the impact of COVID-19 on their instruction and any other assigned duties in the self statement. No Unit 18 Faculty will be denied the opportunity to submit a self-statement.
4. Each campus has issued guidance on the utilization of student evaluations during the pandemic. Links to the guidance in effect as of the date of this addendum is signed shall be provided to the UC-AFT no later than seven (7) calendars days from the date this addendum is signed. The University will notify the Union of any additional proposed changes to the use of student evaluations obtained during terms affected by COVID-19 prior to implementation of the changes.
5. While departments, programs, and units may retain student evaluations for purposes such as monitoring performance and investigating misconduct, any such consideration of student evaluations shall take into account circumstances beyond the instructor's control due to the impact of COVID 19 disruption.
6. Notwithstanding the campus guidance referenced above, on an exceptional basis, for Unit 18 Faculty who taught in Spring 2020, student evaluations shall not be included in a merit review file or an excellence review file, unless requested by the Unit 18 faculty member. Should the Unit 18 Faculty member request that student evaluations (scores and comments) be considered in a review file, all student evaluations for each relevant course will be included. Unit 18 Faculty must request to include Spring 2020 student evaluations within forty-five (45) calendar days of receiving notice of the initiation of their review by their department, program, or unit.