

## **Memorandum of Understanding (MOU)**

This Memorandum of Understanding (hereafter "Agreement") is entered into by and between the UAW 2865 and The Regents of the University of California, on behalf of the UNIVERSITY OF CALIFORNIA, BERKELEY campus (hereafter "University") (collectively referred to as the "parties") pertaining to GRV-BX-014-09-2023 ("Grievance").

### **Background**

1. On November 17, 2020, a Settlement Agreement (SA) was entered into by the University of California, Berkeley for the resolution of classification grievances involving undergraduates assigned to the Electrical Engineering and Computer Sciences (EECS) Academic Intern program (**Attachment 1-B**).
2. The aforementioned SA set forth various requirements upon the parties relative to students performing instructional duties associated with a pedagogy course.
3. On September 8, 2023, the Union filed grievance GRV-BX-014-09-2023 alleging, among other things, that the University violated the aforementioned SA dated 11-17-2020. The University denies these allegations. A Step 2 response for GRV-BX-014-09-2023 was provided on November 10, 2023.

### **Terms of MOU**

While the parties engage in potential resolution of the grievance (GRV-BX-014-09-2023), the parties have agreed to an interim solution that allows for the Academic Intern program to resume operation for the Spring 2024 semester within the EECS and Data Sciences department. As a result the parties agree, as follows:

1. For the Spring 2024 semester only, the Union waives the following portions of the settlement agreement for grievance GRV-BX-01-007-19 agreed to 11/17/2020 (hereafter the "AI Agreement") with respect to pedagogy courses in EECS and Data Science only:
  - a. Pedagogy courses are subject to appropriate Senate approval processes.
  - b. Course requirements will be consistent with the level of academic rigor associated with each class. Opportunities to engage in teaching, grading, tutoring, etc. will not take over all expectations/duties as a student in the course and will be opportunities for learning, not substitution of paid duties.
  - c. There must be a specific syllabus and instructional content for the pedagogy course distinct from the course(s) in which the student performs

instructional duties (for example, students must attend pedagogy classes in addition to the courses for which they perform instructional activities).

- d. The student will complete academic assignments, such as writing papers, taking examinations, or completing portfolio projects assessed by the Instructor of Record. The student will receive a final evaluation or grade from the pedagogy course's Instructor of Record.
  - e. The course provides pedagogical benefits to the student that are described in the syllabus for the pedagogy course (a) as determined by the University's academic judgment; or (b) Determinations of the pedagogical benefit provided to students are not subject to grievance and arbitration.
2. The University shall make good faith efforts to implement the AI Agreement with respect to pedagogy courses in EECS and Data Science as soon as is feasible.
  3. The University and UAW 2865 shall issue a plain-language email communication to all faculty, ASEs, and students in EECS and Data Science regarding this interim agreement. The parties shall mutually agree on the wording of the communication.
  4. At its sole discretion, EECS and Data Science may suspend or eliminate the AI program in the future and has not committed to offering a new pedagogy course every semester.
  5. GRV-BX-014-09-2023 is not resolved or withdrawn. The UAW 2865 and the University shall engage in good faith negotiations in an attempt to resolve the entirety of GRV-BX-014-09-2023 as quickly as possible. This agreement shall in no way override the provisions of the AI Agreement or affect the rights of either party except with regard to the Spring 2024 semester and/or as otherwise specified herein.
  6. The Union agrees not to pursue any lawsuit, grievance, unfair labor practice, claim, or administrative proceeding alleging a violation of any waived portion of the AI Agreement for the Spring 2024 semester.

- 7. UAW 2865 acknowledges that this Agreement shall not in any way be construed as an admission by the University, or any of its Board of Regents, officers, or agents (whether current or former), of any improper or unlawful conduct. This agreement is made on a one-time, non-precedent setting basis.

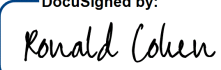
**FOR THE UAW 2865:**

DATED: 2/2/2024

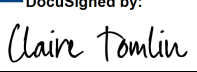
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Tanzil Aziz Chowdhury  
UAW 2865 Contract Enforcement

**FOR THE DEPARTMENT:**

DATED: 2/2/2024

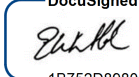
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Ronald Cohen  
Executive Associate Dean  
College of Computing,  
Data Science and Society

DATED: 2/2/2024

DocuSigned by:  
  
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Claire Tomlin  
EECS Department Chair

**FOR THE UNIVERSITY OF CALIFORNIA:**

DATED: 2/2/2024

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Eugene Whitlock  
Associate Vice Chancellor, HR