

MEMORANDUM OF UNDERSTANDING

MT. DIABLO UNIFIED SCHOOL DISTRICT

and

MT. DIABLO EDUCATION ASSOCIATION

PURPOSE

The purpose of this memorandum is to reach an agreement between the Mt. Diablo Unified School District (“District”) and the Mt. Diablo Education Association that will allow the former to meet the terms of the \$9,610,304 School Improvement Grant (“SIG”) awarded during the 2010/11 school year. The grant funds are to be paid over the course of three school years. During the 2010/11 school year, the District received \$4,627,653, which represents the first installment of SIG funds for Cohort 1 schools: the LEA, Glenbrook, Bel Air, Rio Vista and Shore Acres Elementary Schools.

In order to receive the second installment of \$4,453,638 in 2011/12 and the third installment of \$4,529,013 in 2012/13, for the LEA, Bel Air, Rio Vista and Shore Acres, the District must, among other things: (a) significantly increase learning time at SIG schools; and (b) implement a rigorous, transparent, and equitable evaluation system for teachers and principals that takes into account data on student growth as a significant factor.

GENERAL

1. This memorandum shall only apply to the Cohort 1 SIG schools. The parties fully intend to enter into a separate memorandum for Cohort 2 schools that will be substantially similar to this document but may vary relative to payment for teachers who are centrally assigned or for itinerant teachers at Cohort 2 secondary schools.
2. The parties agree that the terms of this memorandum shall be null and void if: (a) the state or federal government informs the District that it does not meet the requirements of the grant; or (b) the District is unable to provide the funding for this agreement. In the event that either eventuality contemplated in paragraphs 2 (a) or (b) come to pass, for any work days during which SIG teachers worked extended site time, compensation will be provided pursuant to the terms of this agreement. In the event that the parties are required to increase the number of instructional hours beyond those in this memorandum, the parties shall meet to determine whether either is interested in pursuing that course of action.
3. The term of this memorandum shall be for the 2011/12 and 2012/13 school years only. However, the term may be extended if the SIG grant is extended.

4. The parties expressly agree that certificated staff at SIG schools shall not be exempt from the District's normal layoff processes and that the District shall not attempt to use special training acquired during service at a SIG school as a criteria for skipping in layoff proceedings.
5. All other increases or reductions in benefits and working conditions and work year negotiated for general MDEA membership will apply to members at SIG sites.

INVOLUNTARY TRANSFER

No teacher currently assigned to SIG schools at the time this memorandum is entered into will be required to transfer or interview for his or her position. The District shall grant involuntary transfer status in Spring 2012 to those SIG teachers who respond to the February 15th Subsequent Year Assignment Preference Form with a written request for involuntary transfer status by March 1, 2012.

INCREASED LEARNING TIME

Increased Learning Time: The school improvement grant requires Districts to increase the instructional time for students. Learning time will be increased by an average of 55 minutes per day, Monday, Tuesday, Thursday and Friday. Increased instructional time increases the amount of time teachers are required to be on site.

1. The current contract states teachers shall remain at their site for 415 minutes. Due to the longer teacher work day and the additional performance requirements, teachers shall be paid an additional 14.46%.
2. The length of the extended teacher work day shall be 475 minutes. This includes a lunch period of 30 minutes and recesses to amount to 20 minutes.
3. To provide consistency among SIG schools, the teacher work day will be from 7:30 – 3:25 (475 minutes). Sites may choose to increase their lunch time or add an additional recess. If so, the time shall be added to the teacher work day. (Attachment A, Sample) This schedule may vary 5-10 minutes from beginning to end of day depending on traffic patterns (transportation needs).
4. Instructional minutes on “regular school days” shall be:

Daily Minutes	Kinder	1-3	4-5
Bel Air	305	385	395
Rio Vista	305	385	395
Shore Acres	305	385	395

- On Wednesdays and Conference days (minimum days) instructional minutes shall be:

Daily Minutes	Kinder	1-3	4-5
Bel Air	255	250	250
Rio Vista	255	250	250
Shore Acres	255	250	250

SALARY INCREASE

- Site time will be increased for designated teachers identified as SIG Teachers. A new salary schedule for SIG teachers will be created for the duration of the grant at all SIG schools at 114.46% of the current salary schedule for MDEA members.
- A SIG teacher is defined as a teacher who provides an additional hour of service to students beyond the 415 minimum required minutes.
- SIG teachers are site-based teachers such as classroom teachers, intervention teachers, RS/ISP, EL Resource teachers who will have increased student contact time. At the conclusion of the grant, teachers will return to the regular MDEA salary schedule with commensurate placement and shall receive longevity and column credit earned as a SIG teacher.
- Other centrally assigned and itinerant staff such as PE, music, and library prep teachers will be assigned using the same guidelines as non-SIG schools which is based on the Administrative Rule 4113.11 (attached) and Article 9.8.5.1 in the MDEA contract. These teachers will not have additional student contact requirements as a result of increased learning time for students. Speech and Language Pathologists will adhere to the case-load parameters outlined in the MDEA contract. These centrally assigned employees shall remain on the regular MDEA salary schedule. For any centrally assigned and itinerant staff at SIG schools site meetings will be held immediately at the end of 415 minimum site day and shall adhere to the MDEA contract language regarding after site time meetings.

AFTER SITE TIME MEETINGS AND TRAINING TIME

- The parties agree that after site time meetings or trainings scheduled by the principal shall be limited to no more than twenty eight (28) hours per year. The following meetings shall not be included in the 28 hour limitation: (a) after school IEPs; and (b) after school SSTs.
- Personnel at the SIG schools who will not have a longer instructional day and increased compensation are not required to participate in SIG meetings or SIG training.

3. The District shall direct principals to be thoughtful and judicious in their use of after site time meetings considering the longer work day that will now be implemented at SIG schools.

EVALUATION PARTIALLY WEIGHTED BASED ON STUDENT GROWTH

1. The SIG requires districts to utilize a teacher evaluation tool that ties the results of student learning to the performance evaluation of the teacher. Teacher performance evaluation at SIG sites will include a formula which considers student progress as a significant element in the existing evaluation tool.
 - a. The District will utilize the Formative Assessment for California Teachers (FACT model) as a formative assessment tool. FACT focuses on the demonstration of teacher practice, reflective assessment, and support to assist teachers in developing as a practitioner and assuring maximum learning for students.
 - i. The SIG will provide each site with a trained (in FACT) Instructional Coach (TSA) during the first year of implementation to guide teachers through the inquiry process. The Instructional Coach will provide ongoing support and coaching but will not participate in the evaluation process.
 - ii. During the initial year of implementation of this agreement, additional content area coaches will not be hired at SIG sites with the exception of any currently assigned coach.
 - iii. Teachers will complete the assessment module of FACT collecting multiple measures of data including, but not limited to, district identified benchmark assessments.
 - b. All teachers at SIG sites will be evaluated annually.
 - c. Administrators at SIG sites will select Standard 5 (assessing student learning) as a focus area; teachers will select one additional standard of their choice.
 - d. Teachers will meet with the site administrator for an initial conference, an interim conference and a final conference to review the multiple measures of data collected in 1. (a) iii above, and assess growth in the teacher's professional practice towards meeting the selected evaluation goals.

Date: August ____, 2011

Signed: _____
Mike Langley, President
Mt. Diablo Education Association

Date: August ____, 2011

Signed: _____
Julie Braun Martin
Assistant Superintendent
Personnel Services
Mt. Diablo Unified School District