Memorandum of Understanding between
The Mt. Diablo Unified School District and
The Mt. Diablo Education Association Regarding
Enrichment & Support Teachers
~~June 24, 2021~~ April 29, 2022

This Memorandum of Understanding ("MOU") is entered into, by and between the Mt. Diablo Unified School District ("MDUSD" or "the District") and the Mt. Diablo Education Association ("MDEA"), hereafter collectively referred to as "the Parties," on April 29, 2022 ~~June 24, 2021~~ to address the impacts and effects of the District's creation of Enrichment & Support Teachers.

The language below shall take effect immediately. As this is a second pilot year for this program, this agreement will expire on June 30, 2022~~2~~3. If Enrichment & Support positions will exist beyond June 30, 2023~~2~~, unless either party ~~may~~ requests to bargain changes ~~by notifying the other party~~ prior to June 30, 2023~~2~~, this MOU shall be extended indefinitely and incorporated into the Parties' Collective Bargaining Agreement.

1. Enrichment & Support (E & S) Teachers' priority is providing contractual prep time to fourth and fifth grade teachers in the area of science**, including** ~~or~~ Next Generation Science Standards**, and math**. The District will notify E&S teachers of the academic focus for the year. They will do this by teaching ~~enrichment in~~ science ~~(~~and ~~possibly~~ math~~)~~ to fourth and fifth grade classes. Further, depending upon E & S Teachers' FTE assignment to a specific site, outlined below in section 4 below, they may also provide academic support to students in the ways outlined in section 6 below.

2. Enrichment & Support Teachers shall not be assigned as Teacher of Record for any group of students.

3. Enrichment & Support positions are site-based positions. Site assignments shall not be changed except through an involuntary transfer process or if the number of 4th & 5th grade classes changes which results in adjustment in FTE to provide prep. Bargaining Unit members may have multiple E & S positions in order to fulfill their FTE.

4. The following matrix will apply to the site assignment and workload of Enrichment & Support Teachers:

Total Number of 4th and 5th Grade Sections Per Day (across sites)*	FTE	Total Number of Enrichment minutes (plus 5+5 for 10 min total	Total Number of Minutes available for other assignable duties or prep (across sites)*

		passing)	
1	.2	60	**285**
2	.2	120	**215**
3	.2	180	**145**
4	.2	240	**75**
5	.2	300	**5**

***If a bargaining unit member has to travel from one site to another the 40 minutes identified in 18.2 below shall be deducted from the totals in this table.**

Early Out Day

Total Number of 4th and 5th Grade Sections Per Day (across sites)*	**FTE**	**Total Number of Enrichment minutes (plus 5+5 for 10 min total passing)**	**Total Number of Minutes available for other assignable duties or prep (across sites)***
1	.2	60	Any remaining time during the student school day
2	.2	120	
3	.2	180	
4	.2	240	

***If a bargaining unit member has to travel from one site to another the 40 minutes identified in 18.2 below shall be deducted from the totals in this table.**

4.1 Enrichment & Support Teachers will be provided 5 minutes on each end of class for transition.

~~4.2 The District shall provide Enrichment & Support Teachers at least 60 minutes a week during the workday to collaborate with teachers at their assigned sites.~~ **Enrichment & Support Teachers are exempt from the language in 9.2.1.1 of the**

Parties' collective bargaining agreement. Instead, Enrichment & Support Teachers shall collaborate with other Enrichment & Support Teachers three early out days a month. Other early out days shall be at the discretion of individual teachers and shall be used for preparation/planning

4.3 As their primary duty is instruction for fourth and fifth grade students, Enrichment & Support Teachers shall receive the same number of prep minutes as fourth and fifth grade general education elementary classroom teachers, as outlined in Article 9.

5. Enrichment & Support Teachers shall provide additional non-prep academic support to students in an assigned classroom/workspace or while the classroom teacher remains in the room and shall only provide academic support to students during their "assignable minutes." Academic support shall not require E & S Teacher preparation, copying, lesson planning, or grading. Providing academic support is not to be used as prep provision.

6. Enrichment & Support Teachers may be assigned to perform the following supports during "assignable minutes" outlined in section 4 above:

6.1 collaborate with other teachers

6.2 provide support to a classroom teacher

6.3 support students as assigned by the classroom teacher

6.4 co-teaching with the Teacher of Record

6.5 provide small group support

6.6 work 1-on-1 with students

6.7 provide support for students in an alternate location with materials provided by the classroom teacher.

6.8 assist by working with students during, or giving, assessments

7. If the Enrichment & Support Teacher is absent, and no substitute credentialed teacher is available to cover their absence, preps shall be canceled for all affected teachers, and they shall receive pay for their missed prep(s) per §9.8.2.1.

8. 4th and 5th grade SDC students who are mainstreamed for Enrichment shall count toward the class size maximum. An aide from the SDC class, or the SDC teacher, shall accompany the mainstreamed students for the entire Enrichment period if that support is required per the child's IEP.

9. Enrichment & Support Teachers' school site assignments shall be established by the first teacher work day of the school year. Once established this school sites schedule can be adjusted during the balancing period per §6.6 in the CBA. Should a change occur

due to a change based on an involuntary transfer returning to their site (as allowed for in item 19.), the schedule may be subject to change. This schedule shall include which sites they are assigned to on which days, which classes they will provide enrichment to and at what days and times.

10. Enrichment & Support Teachers shall be required to attend only one site or meeting each week, regardless of how many sites they are assigned to. They shall attend the site meetings at the site where they are assigned for meeting days. They may be assigned to attend a site meeting at another of their assigned sites with 48-hours notice, and will be allowed to leave a site 15 minutes prior to dismissal, unless they are scheduled to deliver enrichment/prep immediately prior to dismissal, in which case, they shall be permitted to be late to the meeting. The District shall make every attempt to assign E & S Teachers to the site with the largest percentage of their FTE on that site's meeting day.

11. Enrichment & Support Teachers shall, at every site where they are assigned, be provided either:

    11.1 A classroom for their own use; or

    11.2 A workspace for their own use that includes at least a teacher desk or work area, a locking filing cabinet, physical or network access to a printer, and adequate access to electrical outlets and internet (through either wired or wireless means).

12. Enrichment & Support Teachers shall be provided a District laptop.

13. Class sizes for Enrichment & Support Teachers shall conform to those for the grade level(s) with which they are working, as outlined in Article 6.

14. No Enrichment & Support Teacher shall be required to exceed class size maximums for that grade level, with the following two exceptions:

    14.1 working with a class where the general education teacher has agreed to an overage according to Article 6.5.2. In that case, the E & S Teacher shall receive the same overage compensation as general education teachers at the secondary level. This amount is listed in 6.5.5, ~~and is currently $5.05 per student per instructional period.~~

    14.2 working with students when a substitute is unavailable and the students are distributed to other classrooms, increasing the class size for their 4th or 5th grade prep classroom that day. In that case, the E & S Teacher shall receive for each instructional period they are over, one fifth (1/5) of the daily amount paid to the general education teachers according to Article 9.8.3.

15. The District shall provide Board approved grade level and subject level curriculum to all Enrichment & Support Teachers for every section they teach.

16. The District shall provide Enrichment & Support Teachers annual professional development in the teaching of fourth and fifth grade for the academic focus for the

year. ~~science (and possibly math in the future).~~

17. No Enrichment & Support Teacher shall be responsible for grading student work. Enrichment & Support Teachers will provide class rosters to 4th & 5th grade teachers with feedback for report cards in the area of science ~~(~~or ~~possibly~~ math ~~in the future)~~ -each trimester.

18. Enrichment & Support Teachers who must travel to more than one site in a day shall be provided the following:

18.1 Mileage reimbursement between the sites at the current IRS rate.

18.1.1 Enrichment & Support Teachers shall submit their mileage reimbursement forms to the admin at any of their assigned sites.

18.2 A minimum of ~~30~~ 40 minutes to transition to the next site. This time shall be exclusive of their prep time, their duty-free lunch, and their duty-free relief periods.

19. ~~For the 2021-2022 school year, Enrichment & Support Teacher positions were created at District sites. For the 2021-2022 school year, these E & S vacancies at these sites shall first be offered to bargaining unit members who were Involuntarily Transferred from those sites, according to district seniority. Further, before~~ **Before** or after the 18-day class size balancing period, if any other vacancy for which they are qualified occurs at any site, bargaining unit members who were involuntarily transferred ~~in the spring of 2021~~, and who then chose an Enrichment & Support position, shall have priority for return to the position of classroom teacher for their first year, according to district seniority. ~~If, during the 18-day class size balancing period, a vacancy occurs at the site which an E & S Teacher was involuntarily transferred from, and which they are qualified for, they shall have priority for that vacancy, according to seniority.~~

20. ~~For the 2022-2023 school year, any~~ **Any** bargaining unit member who was involuntarily transferred ~~for the 2021-2022 school year~~ and was an Enrichment & Support Teacher, even if part of their E & S position included the site from which they were involuntarily transferred:

20.1 shall retain all the return rights outlined in Article 5.10, as though they had been transferred to another site.

20.2 shall choose, by three ~~five~~ work days before the Involuntary Transfer meeting, whether they will retain their same Enrichment & Support position / sites at the current FTE, or will become an Involuntary Transfer.

21. Article 19.2.14 in the CBA, regarding emergency substituting, applies to all bargaining unit members, including Enrichment & Support Teachers.

22. Enrichment & Support Teachers shall only be evaluated during delivery of Enrichment lessons

23. Enrichment & Support Teachers shall only have one evaluator in any given cycle, and will only be evaluated at one school site per evaluation cycle.

24. The District shall limit Enrichment & Support Teachers to a maximum of one supervision duty per day.

25. The District shall take every reasonable step to ensure that Enrichment & Support Teachers are assigned to sites equitably, not equally, working to ensure that increased resources will go to students with increased needs.

Further, "1.3.3.16 Enrichment & Support Teacher" shall be added to the list of bargaining unit members in MDEA unit in Article 1.

Violations of this MOU shall be subject to the grievance article of the Collective Bargaining Agreement between the Parties.

Where there are conflicts between this language and the language in the Collective Bargaining Agreement, this language shall apply. Where this language is silent on a topic the language in the Collective Bargaining Agreement shall apply.

Nothing in this agreement shall preclude the Parties from modifying this MOU by mutual written agreement by both parties.

For MDEA Linda Ortiz

Date: 4-29-22

For MDUSD

Date: 4/29/22

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