MEMORANDUM OF UNDERSTANDING

TWIN RIVERS UNITED EDUCATORS

And

TWIN RIVERS UNIFIED SCHOOL DISTRICT

May 8, 2017

RE: Rio Tierra Junior High School Middle School Redesign Modifications to Collective Bargaining Agreement

This Memorandum of Understanding (MOU) is made between:
Twin Rivers United Educators and the Twin Rivers Unified School District.

The purpose of this MOU is to modify sections of the Collective Bargaining Agreement (CBA) as stated below for Rio Tierra Junior High School. The modifications have been determined, by the majority of the respective staffs, needed to better support students by providing services and programs through the stated modifications.

Rio Tierra Junior High School:

1. For the 2017-2018 school year the current CBA language will be modified for 2017-2018 as follows:
   a. Article 4 CBA:
      i. Current Contract Language Work Day Article 4.2.1:
      Beginning with the 2015-2016 school year the normal teaching assignment at Secondary Schools shall be the equivalent of five (5) teaching periods and one (1) period for preparation.
      ii. Revised Contract Language Work Day Article 4.2.1:
      For the 2017-2018 school year the normal teaching assignment at Secondary Schools shall be the equivalent of six (6) teaching periods and one (1) period for preparation.
      iii. The length of the current instructional day will not be modified.
   b. Article 7 CBA:
      i. Current Contract Language Class Size Article 7.5.2.1
      In grades 7-12, payment for overages on overage dates shall be calculated as follows: If a Member has more students than the numbers stated in 7.1.2 above, the Member shall be entitled to payment of fifty dollars ($50) for each student above the numbers listed under Maximum Total Assigned without Overage Payments or Maximum Class Sizes without Overage Payments, in 7.1.2, whichever is greater.
      ii. Revised Contract Language Class Size Article 7.5.2.1
      In grades 7-12, payment for overages on overage dates shall be calculated as follows: If a Member has more students than the numbers stated in 7.1.2 above, the Member shall be entitled to payment of fifty dollars ($50) for each student above the numbers listed under Maximum Total Assigned without Overage Payments

2. In consideration for the above CBA modifications, the following support will be provided:
a. Maximum of Fifteen (15) Professional Development and/or guided collaboration full release days for all teachers who maintain a roster and teach a 6 of 7 period schedule at that school site will be provided within the work day. Release days for staff will be adjusted based on ability to fill plus teachers positions. In the event that the district is unable to recruit and hire all the posted positions by the deadline due to the signing date of the MOU, the district may utilize the plus teachers for both schools together to maximize the number of release days.

b. Sixty (60) minutes during these collaboration days will be used to compensate teachers for lost prep time as a result of the decreased per period instructional minutes.

c. Teachers who teach a partial schedule at one site and a partial schedule at another site funded by the district will be provided with alternate assignments on release days as their schedule will not warrant teaching 6 of 7 periods and will follow contract language.

d. Members who teach at Rio Tierra and MLK for partial contracts will receive one release day for both schools that will occur on the same day. That member will have the option of which school team to collaborate with on each week.

e. Teachers who teach in a Special Education assignment will have a phase-in process for release days. To ensure a smooth transition there will be mutual agreement between the special education teacher and the “plus” teacher prior to complete release day implementation.

f. “Plus” teachers will have own learning space as it is available based on other room needs at the site.

g. Additional TOSA support to facilitate full day Professional Development and/or guided collaboration Release.

h. Professional Development/ Guided Collaboration may take place off site when members are teaching a singleton or have no other member off site to collaborate with. In these cases, a mutually agreed upon site and partner will be identified for the member.

i. Members will teach fewer minutes compared to current actual teaching minutes. To maintain student instructional minutes, an additional teacher to teach targeted skills will be added. Staff input will be given regarding the skills to be taught by the “plus” teacher.

j. Common prep period for similar content areas as the master schedule allows to further support collaboration.

k. Effort will be made to minimize the different course assignments and content areas.

l. To ensure buy-in to the program’s structure, effort will be made to avoid involuntary transfers into the designated sites without member agreement.

m. MTSS/Intervention classes added to support students who demonstrate need based on assessment criteria consistent with MTSS model. Student progress will be monitored/assessed quarterly for evaluation of need of continued enrollment in class.

n. Increased elective opportunities for students.

o. Site specific Professional Development and collaboration will be guided and directed by District and Site Leadership in collaboration with Department Chairs and/or Grade Level Leads.

3. The current MOU will be evaluated and renewed based on student impact measures. Evaluation of student academic performance will be evaluated prior to the implementation of the program and following state testing to determine the success and impact of the program for students. If the program does not result in acceptable gains in student achievement measures as defined
and determined by the district, the MOU will be revised, refined, or eliminated. These results will be examined at each school and determined based on the results and model at each site. Administration and site leadership will mutually agree on student achievement measures.

Miscellaneous:

1. The program will be evaluated annually by using the various tools, such as student performance data and parent/student/staff surveys and a fiscal analysis from Twin Rivers Unified School District to determine the effectiveness of the program.

2. The parties agree that all portions of the current collective bargaining unit for Twin Rivers United Educators members apply to the Memorandum with the exception of the modifications listed above.

3. This Memorandum shall be in effect for the 2017-2018 academic calendar year and will Sunset June 30, 2017. It may be renegotiated at the request of either party.

4. By signing this Memorandum of Understanding the parties agree to be bound by the obligations and expectations set forth herein.

Catherine A. Roller
President Twin Rivers United Educators

Date: 6/5/17

GINA CARREÓN
Assistant Superintendent Human Resources

Date: 6/5/17