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October 13, 2011

Warren Fletcher, President
United Teachers Los Angeles
3303 Wilshire Blvd., 10th Floor
Los Angeles, CA 90010

RE: SIG Cohort I, Year 2, Memorandum of Understanding

Dear Mr. Fletcher:

The purpose of this Memorandum of Understanding (MOU) is to facilitate the implementation of the second year (2011- 12) of the terms of the School Improvement Grant (SIG). The SIG program provides a total of approximately \$50,000,000 in Federal funds to nine (9) District schools: Hillcrest Elementary, Griffith-Joyner Elementary, Gompers Middle School, Carver Middle School, Markham Middle School, Stevenson Middle School, Jefferson High School, Maywood Academy, and Gardena High School. Each of these nine schools was selected by the California Department of Education, from among a large number of applicants, as successful grant recipients of the SIG program.

The SIG grants are intended to provide adequate resources in order to raise substantially the achievement of students and enable the schools to make adequate yearly progress toward exit from program improvement status. The SIG grants are for a three-year period, but this MOU is intended to cover the 2011-12 year only. In Spring of 2012 the parties will discuss the terms applicable to the 2012-13 school year.

The SIG program requirements involve certain special elements, described below, and the District and UTLA have discussed and agreed that the District-UTLA Agreement should not foreclose this valuable opportunity for experimentation with different instructional schedules, additional compensation, participation in experimental and developmental program and evaluation elements and program/professional development activities. In order to conform to the SIG requirements and facilitate faculty participation, the District and United Teachers Los Angeles have agreed to the following provisions and local exceptions to the District-UTLA Agreement, limited to the teachers at the above-named SIG schools:

I. General Provisions

A. The terms of this MOU shall be null and void if:

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1. The State or Federal government disapproves the District's request to continue the SIG program at eligible schools for 2011-12; or
 2. The SIG funding, including the carryover funding from 2010-11, is not made available for the Peer Observation focus of this MOU.
- B. This MOU shall apply only to the Cohort I SIG schools. The parties plan to enter into a separate MOU for Cohort II schools that will be substantially similar to this document.
- C. This MOU is for the 2011-12 school year. In the Spring of 2012, the parties will re-negotiate this MOU for 2012-13.
- D. Teachers at SIG schools shall have access to a copy of the school's SIG plan.

II. Extended Instructional Schedule and Pay

- A. Teachers at SIG schools will, pursuant to their school's SIG plan, have an extended instructional work schedule (daily, weekly, work year, or otherwise as described in each school's revised and approved budget narrative) during which time they will provide direct instruction and enrichment time to students and implement instructional strategies and approved curriculum.
- B. For all such extended instructional work time, teachers will be compensated at their individual regular hourly rate (X Basis). Consistent with X Basis, pay would not be earned on holidays or illness days, nor would illness time accrue. STRS contributions for this additional compensation shall be made by both the District and the employee and the credit would go to the employee's appropriate STRS account.
- C. SIG requires extended learning time for all students. Learning time has been extended at the SIG sites, pursuant to school decisions and CDE approval, as follows:

Site	Number of Minutes/Days
Carver MS	40 minutes daily
Gardena HS	30 minutes daily
Gompers MS	30 minutes daily
Griffith-Joyner ES	60 minutes daily except for Tuesdays
Hillcrest ES	30 minutes daily
Jefferson SH	20 minutes daily except Tuesday
Markham MS	30 minutes daily
Maywood SH	60 minutes daily, extended 7 th period
Stevenson MS	Pending

III. Evaluations

- A. It is understood that among the key evaluation elements that will be reviewed and discussed at each SIG school, pursuant to the grant requirements, are (a) participation by peers in the evaluation process, including but not limited to observations, feedback, discussion and modeling of best practices, etc., in addition and in concert with the administrative and evaluatee participation; (b) use of student outcome data; (c) stakeholder (student, parent, other employee) participation through feedback surveys, (d) self-evaluation; and (e) evaluation of each teacher's contributions to the grade level/department and school and/or broader school community.

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- B. As a result of such review and discussions, the school may propose participation in a sampling and/or testing of activities, changes and/or supplements to evaluation components and process. Any such recommendations and proposals shall be presented to the Ad Hoc Committee for review, consideration and approval. The Ad Hoc Committee shall immediately report to the District (Office of Staff Relations) and to UTLA with respect to any such actions or approvals, and implementation is subject to approval by the District and UTLA.
- C. To the extent that a school's proposed SIG plan introduces activities that are not part of the regular evaluation program, then the activities, (including when applicable the final evaluation itself), are to be no-stakes as to the evaluatee, meaning that the evaluation results will be kept confidential, will not be placed in the personnel file and will not be used for any purpose other than to inform the school's planning, and for research/analysis purposes. For either of such uses, individual teacher-identifying references will not be included. Participants in any such evaluation activities will have any regularly scheduled evaluations deferred so that there is no confusion between the regular evaluation program and the program elements being tested. Also, participation in such activities, shall be limited to teachers with permanent status who have received a "meets standard" overall rating in the most recent evaluation and are not under any performance improvement measures, disciplinary status or pending notice of unsatisfactory conduct or service.

IV. Ad Hoc Committee

- A. The SIG Ad Hoc Committee shall continue to guide the educator effectiveness work in SIG schools. The SIG Ad Hoc Committee shall be comprised of twenty-one members, consisting of the Chapter Chair (or designee) and the Principal (or designee) from each of the SIG schools, and one appointee each by UTLA, AALA, and the District.
- B. The SIG Ad Hoc Committee shall meet at least six times during the school year (at least once every two months) to provide guidance and direction regarding the SIG activities. The three committee members who are appointed by UTLA, AALA and the District, shall cooperatively schedule the meetings of the Ad Hoc Committee, and prepare and distribute the agenda for those meetings, in advance of the meeting. Should the Ad Hoc Committee be required to meet outside of normal work hours, the members of the Committee will be compensated at their regular hourly rate for their participation in any such meeting.

V. Additional Activities and Stipends

- A. Activities and professional development related to teacher evaluation: With respect to the professional development efforts described in the Evaluations section above, all certificated permanent, probationary, and provisional staff and excluding all others such as long-term substitutes at SIG schools will participate in activities, staff meetings and focus groups, survey participation, discussions, etc., with respect to the SIG program evaluation components, all as described in the school's SIG Plan and approved by the SIG Ad Hoc Committee. Such activities shall be the equivalent of approximately thirty (30) additional hours of work, and shall be compensated, consistent with the schools' approved budget narratives, by a stipend in the amount of \$1,500, less standard payroll deductions.
- B. Activities and professional development related to each individual school's SIG plan: All certificated staff will participate in school-determined activities and additional collaboration time provided by each school's SIG plan, in addition to the Ad Hoc Committee-approved activities of Section A above. All such activities not conducted during regular paid hours shall be compensated at the employee's regular hourly rate.

VI. Other Developmental Activities

The grant requirements also include discussion and review of financial incentives and also intervention/assistance methods and measures to improve individual performance, and strategies to recruit, place and retain staff with the necessary skills to meet the needs of the students. Such incentives and rewards may be developed for implementation starting in 2012-13, subject to approval by UTLA and the District. This development activity shall be performed by the Ad Hoc Committee.

VII. Commitment


Teachers currently (or subsequently) assigned to a SIG school shall have a duty to participate in the school's SIG program. As to teachers who assert an inability or unwillingness to do so, the school Principal and the employee shall attempt to reach a reasonable accommodation of the teacher's needs, in whole or part, consistent with school program needs. Any such accommodation will be considered only for the 2011-12 school year. In the event no suitable accommodation can be accomplished, the teacher shall be subject to transfer to another work location.

This is a non-precedent setting one-time side letter agreement that shall expire on June 30, 2012. All other provisions of the District-UTLA Agreement, unless indicated above, will remain in effect.

Please sign below to indicate your agreement with this side letter.

Dr. John Bowes
Nader Delnavaz
Dick Fisher
Rob Samples
Dr. Tom Stekol

Betty Forrester
Sharon Harrison
Joel Jordan
Craig Nelson
Jesus Quinonez
Gregg Solkovits

By:  _____

Dr. John Bowes
Assistant Chief Human Resources Officer
Office of Staff Relations

By:  _____

Warren Fletcher
President
United Teachers Los Angeles