

**Memorandum of Understanding between
The Mt. Diablo Unified School District and
The Mt. Diablo Education Association Regarding
Comprehensive Coordinated Early Intervening Services (CCEIS)
April 15, 2023**

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 14, 2023 to address the impacts and effects of the District’s Comprehensive Coordinated Early Intervening Services and Programmatic Improvement Action Plan, herein referred to as the CCEIS Plan.

The Parties agree that the goal of the CCEIS plan is the same as the goal for education: improved equitable school outcomes for students. In order to improve equitable outcomes we must increase services, supports, and resources for students. To this end, MDEA and the District agree to the following:

1. “Focal Scholar students” are students who attend Bel Air Elementary, Fair Oaks Elementary, Rio Vista Elementary, Delta View Elementary, Riverview Middle, and Mt. Diablo High who meet three of six of the following criteria: chronic absenteeism, STAR and/or early literacy reading scores in the Below Standard range, referral to SST, COST or CARE, at least one out of school suspensions, at least one F grade in the previous two school years or as defined by the District’s CCEIS plan. No student with an IEP will be a Focal Scholar Student. No TK student will be a Focal Scholar Student.
2. “Focal Scholar Learning Plan” or “FSLP” is a plan designed to help Focal Scholar students achieve the CCEIS plan “measurable outcomes.” The current blank Focal Scholar Learning Plan template is attached as Appendix 1.
3. One aspect of the Focal Scholar Learning Plan is a menu of supports for use with Focal Scholar students. A comprehensive list of the supports available at each site, and from the district is attached as Appendix 2, for use with Focal Scholar students. Items on this list shall be available to all Focal Scholar Students at that school site as determined by participants in the Focal Scholar Student parent meeting based on supports listed on the Focal Scholar Learning Plan.
The following items will be available and included in the menu of available supports:
 - 3.1 After School Tutoring
 - 3.1.1 Bargaining unit members who volunteer to provide after school tutoring or supervise online tutoring upon a request made by a CCEIS Administrator shall be paid at the Standards Based Intervention Pay rate in Appendix A of the Parties’ Collective Bargaining Agreement.
 - 3.2 In-school Tutoring
 - 3.3 Counseling
4. The Focal Scholar student’s classroom teacher shall be responsible for scheduling, attending, and facilitating the FSLP family meetings a maximum of three times per year per Focal Scholar, determining the supports to be provided to the Focal Scholar student and recording those supports in the FSLP, and updating supports, if needed, in the FSLP after interim assessments. At the secondary level, the Focal Scholar student’s English or Math teacher shall fulfill these

responsibilities. If FSLP family meetings include anyone other than the teacher and parent(s)/guardian(s) an administrator will schedule and facilitate the meeting.

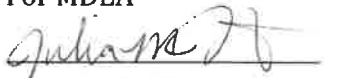
5. Students are best served by having classroom teachers who are experienced educators, who can utilize their experience to support students. Only bargaining unit members with a preliminary or clear credential shall be assigned as the classroom teacher for a Focal Scholar student. In the event the District considers assigning a Focal Scholar student to a bargaining unit member with an intern credential, the District will meet with the MDEA president to discuss and review the availability of additional options and supports.
6. Recognizing the additional responsibilities listed in Item 5, elementary classroom teachers, and, at the secondary level, English or Math teachers, of Focal Scholar students shall receive an annual stipend of \$400 per Focal Scholar per year (for no more than one occurrence per student per teacher per year). The parties agree that no time sheets will be completed or accepted. The District shall take a snapshot of the number of Focal Scholar students on December 1st (no more than one occurrence per student per teacher) and use that number to determine the stipend payment for the year to be paid by January 31. The District shall take another snapshot of the number of Focal Scholar students on March 31st and will pay the appropriate per student stipend prorated based on the percentage of the school year that the employee will work to any teacher whose number has increased.
7. Before October 15th, classroom teachers of Focal Scholar students who have not yet received information and/or been trained, will receive information and/or be trained in the items listed below in 7.1 through 7.8. If the information in any of sections 7.1 through 7.8 is provided in a document, slideshow, or link, all current Focal Scholar teachers and the MDEA president will receive a copy by October 15th.
 - 7.1 what is a Focal Scholar student Focal Scholar Learning Plan, how it helps students, and how it works/ how it is used.
 - 7.2 conducting CCEIS Focal Scholar student Focal Scholar Learning Plan development meetings with parents/guardian
 - 7.3 available supports
 - 7.4 how to select and implement the best supports for a student
 - 7.5 available assessment tools
 - 7.6 which assessment tools address which kinds of goals
 - 7.7 existing district resources available to be deployed to support student outcomes, and how educators, parents, and students can access them
 - 7.8 collaboration among CCEIS stakeholder employees who have responsibilities for supporting improved Focal Scholar student outcomes (ex. Nurse, attendance secretary, classroom teacher(s), CCEIS case manager, counselor, equity counselor, etc.)
8. At school sites, implementing Focal Scholar Learning Plans is the work of several employees. No bargaining unit member shall be responsible for ensuring other employees are meeting their professional responsibilities.
9. A teacher can recommend supports that are not currently on the suggested list to a CCEIS administrator and site administrator.

10. Bargaining unit members will be responsible for directly providing the supports that occur in their classroom or work setting (library, nurses office, counseling office, etc.), but not for supports that occur outside that setting.
11. Supports needed by students with an FSLP outside of the classroom will be arranged, scheduled, and mediated by the site administrator and/or the CCEIS administrator. Any information in an FSLP that is available in Aeries shall be entered into the FSLP by the CCEIS Administrator. Focal Scholar classroom teachers shall not be required to enter into Aeries any data that they have already entered into the FSLP.
12. At the elementary level, the District and schools will make changes to student placement with the goal, insofar as practical, to have Focal Scholar students evenly distributed among all teachers within the grade level. At the secondary level, the district will work towards the same goal, insofar as practical, to have Focal Scholar students evenly distributed among all English and Math teachers. A classroom teacher will only be assigned to work with a Focal Scholar Student who is enrolled in one of their classes. MDUSD shall send the MDEA President a list of the number of Focal Scholar Students each teacher is assigned three times per year- once in the last week of September, January, and March. In the event the District determines that it needs to formally assign more than six (6) Focal Scholars to any single teacher, the District will provide the MDEA President advance notice of the District's need and the teacher to whom the additional Focal Scholars will be assigned. The parties recognize that more than six (6) students may exist prior to formal assignment simply based on normal site and classroom enrollment (and attempts will be made to address this during the class balancing period).
13. The district will also work toward the goal of each of the six sites listed in item 1 above to have all of the following (or similar programs/systems):
 - 13.1 a comprehensive social emotional learning (SEL) program.
 - 13.2 a fully implemented PBIS program that is followed with fidelity.
 - 13.3 a functional conflict resolution program.
14. Ongoing professional development including but not limited to strategies to improve literacy, school-wide Social Emotional Learning, Positive Behavior Intervention & Support, and conflict resolution, and on ways to reduce student suspension through implementation of these programs as well as implementation of more equitable classroom policies, procedures, and practices and increasing students connectedness and engagement will be provided to all bargaining unit members at the six sites with Focal Scholar students.
15. If bargaining unit members attend any District-organized CCEIS, event, or professional development beyond site time they shall be paid at their certificated hourly rate of pay.
16. MDEA leadership, CCEIS Administrators, and MDUSD Leadership shall meet once per semester to discuss this MOU and its implementation. Those meetings shall occur within the first 45 calendar days of the semester.
17. The language of this MOU shall take effect immediately, and shall remain in effect until

September 30, 2025, or as long as the District is required to provide Comprehensive Coordinated Early Intervening Services.

18. Violations of this MOU shall be subject to the grievance article of the Collective Bargaining Agreement between the Parties.
19. 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.
20. Nothing in this agreement shall preclude the Parties from modifying this MOU by mutual written agreement by both parties.

For MDEA



Date: 4/18/23

For MDUSD



Date: 4/21/23