

**Memorandum of Understanding
Between
the Mt. Diablo Educators Association
And
the Mt. Diablo Unified School District
Regarding
Holbrook Language Academy 6th-8th Grade Dual Language Program
August 31, 2021**

The Mt. Diablo Education Association (MDEA) and the Mt. Diablo Unified School District (MDUSD), hereafter, the Parties, agree to the following to address the impacts of adding 6th through 8th grades to Holbrook Language Academy.

The language below shall take effect immediately.

1. Bargaining unit members teaching 6th, 7th, and 8th grade at Holbrook Language Academy will have 150 minutes per week of prep time, as outlined in Article 9.8.5 of the Collective Bargaining Agreement.
2. Holbrook Language Academy will follow Education Code 51223 in regards to the amount of PE time taught to students by its TK-8th grade teachers.
3. No bargaining unit member shall be involuntarily transferred into a regular classroom teaching (non-prep) 6th, 7th, or 8th grade position at the Holbrook Language Academy.
4. 6th-8th grade teacher's site times at Holbrook Language Academy will be 420 minutes per day to stay consistent with site times outlined in Article 9.1.1 in the Parties' collective bargaining agreement.
5. 6th-8th grade teachers at Holbrook Language Academy will receive a one-time payment in the amount of \$400 in District funds with which to purchase materials and supplies to support the new program. These funds will be available to teachers beginning on or before October 1, 2021. Bilingual classroom libraries will be purchased for each new 6th-8th grade classroom.
6. Maximum class size in grades 6th-8th at Holbrook Language Academy will be 33.
7. 6th-8th grade teachers at Holbrook Language Academy shall not be required to have any duties associated with any state mandated standardized test and/or District required test beyond duties all other 6th-8th grade teachers at District schools have. This includes, but is not limited to, no duties to serve as test program facilitator/coordinator and no duties to translate mandated standardized tests and/or District required tests.

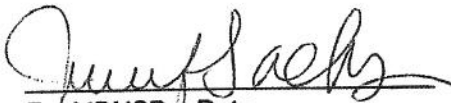
8. Report card requirements for 6th-8th grade teachers at Holbrook Language Academy shall be the same as report card requirements for other 6th-8th grade teachers at District schools. This includes letter grades and comments from a drop down menu.
9. 6th-8th grade teachers at Holbrook Language Academy will follow the Elementary Parent Teacher Conference schedule. 6th-8th grade teachers at Holbrook may, but will not be required to, hold more than 33 Parent Teacher Conferences during the Conference time period.
10. 6th-8th grade teachers at Holbrook Language Academy shall be provided with Board approved (or District piloted) curriculum materials and teaching materials that have been fully translated, and are appropriate for the grade, subject and program as determined by the District.
11. For the 2021-2022 school year only, 6th-8th grade teachers at Holbrook Language Academy shall be provided with six (6) days of release time for curriculum work and grade level planning.
12. For grades 6 through 8 at the Holbrook Language Academy, relief periods of at least ten (10) minutes or lunch shall be provided to assure that no unit member shall be required to work with children for more than two (2) hours consecutively.
13. If a substitute is unavailable for 6th, 7th, or 8th grade teachers at the Holbrook Language Academy because of an emergency as described in §19.2.14 and the students in the uncovered class are distributed to other classrooms, the teachers shall be compensated with each affected teacher receiving an allocation of money as follows:
 - 13.1 \$108 dollars when all students are distributed to one (1) classroom for up to three (3) hours per day
 - 13.2 \$216 when all students are distributed to one (1) classroom for more than three (3) hours per day
 - 13.3 \$108 split between two teachers when students are distributed to two (2) classrooms for up to three (3) hours per day
 - 13.4 \$216 split between two (2) teachers when students are distributed to two (2) classrooms for more than three (3) hours per day
 - 13.5 No less than \$50 per affected teacher if students are divided between more than two (2) classrooms for up to three (3) hours per day
 - 13.6 No less than \$100 per affected teacher if students are divided between more than two (2) teachers for more than three (3) hours per day
14. The Enrichment & Support MOU of June 24, 2021 between the Parties outlines the work of Enrichment & Support Teachers as “teaching enrichment in science and math to fourth and fifth grade classes.” It is not the work of these bargaining unit members to provide “Enrichment” to 6th, 7th, or 8th grade classes. However, if for the 2021-2022 school year, a bargaining unit member accepts an assignment to provide enrichment to


students in grades 6th, 7th, 8th at Holbrook, that unit member will get an additional 90 minutes of preparation time each week.

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

16. 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.

17. The Parties agree that the terms in items 1, 2, 3, 4, 6, 7, 8, 9, 10, 12, 13 of this MOU shall be incorporated into the 2021 successor contract.


For MDUSD Date 8/31/21
3:56 pm


For MDEA Date 8-31-21
3:56 pm