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December 7, 2012

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

RE: SIG Cohort I, Year 3, Memorandum of Understanding

Dear Mr. Fletcher:

The purpose of this Memorandum of Understanding (MOU) is to facilitate the implementation terms of the third year (2012- 13) of the first cohort of the School Improvement Grant (SIG).

The SIG program for Cohort I provides approximately $18,000,000 annually in Federal funds to nine LAUSD schools. 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 Cohort I schools are Hillcrest Elementary School, Griffith Joyner Elementary School, Carver Middle School, Stevenson Middle School, Gompers Middle School, Markham Middle School, Maywood Academy High School, Gardena High School, and Jefferson High School.

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 maximum of three-year period, but this MOU is intended to cover the 2012-13 school year only.

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 UTLA 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:

1. The State or Federal government disapproves the District's request to continue the SIG program at eligible schools for 2012-13; or

2. The SIG funding is not made available for the purpose of this MOU.

B. This MOU shall apply only to the Cohort I SIG schools.

C. This MOU is for the 2012-13 school year. In the Spring of 2013, the parties will re-negotiate this MOU for 2013-14 if necessary.

D. Teachers at SIG schools shall have access to a copy of the school's SIG plan at:

http://qualityschools.lausd.net/SIGCohort1

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 in Transformation and Turnaround models, as well as any other school that included this component in their application. Learning time has been extended at the SIG sites, pursuant to school decisions and CDE approval, as follows:

SIG COHORT I, YEAR 3

Site	Number of Minutes/Days
Hillcrest ES	30 minutes daily
Griffith Joyner ES	0 minutes daily
Carver MS	42 minutes daily
Stevenson MS	0 minutes daily
Gompers MS	30 minutes daily
Markham MS	30 minutes daily
Maywood Academy HS	60 minutes daily
Gardena HS	30 minutes daily
Jefferson HS	20 minutes daily Except Tuesday

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, in addition to 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.

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 (see item IV below) for review, consideration and approval. The Ad Hoc Committee shall immediately report to the District (Office of Labor 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.

D. All school staff will remain subject to the District's overall evaluation system.

IV. Ad Hoc Committee

A. The SIG Cohort I Ad Hoc Committee shall continue to guide the educator effectiveness work in SIG schools. The SIG Cohort I 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 Cohort I Ad Hoc Committee shall meet no more than 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 planned and submitted by each school and shall include professional development addressing components of a multi-measured evaluation system as described in Section III A above. The proposed plans shall be submitted to the Ad Hoc Committee and consequently for review and approval as described in Section III B above.

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 in 2012-13, subject to approval by UTLA and the District. This development activity shall be performed by the SIG Cohort I 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 2012-13 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, 2013. 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
Rob Samples
Dr. Tom Stekol

Warren Fletcher
Betty Forrester
Sharon Harrison
Craig Nelson
Jesus Quinonez
Gregg Solkovits

By: _____

Dr. John Bowes
Director of Labor Relations

By: _____ 12-7-12

Warren Fletcher
President
United Teachers Los Angeles