

Memorandum of Understanding
Quality Education Investment Act (QEIA)

This Memorandum of Understanding (“MOU”) is made by and between the Kern High School District (“District”) and the Kern High School Teachers Association/CTA/NEA (“Association”) in regard to implementation of the Quality Education Investment Act of 2006 (“QEIA”). The District enters into this MOU as the employer of affected employees in the certificated employee bargaining unit. The Association enters into the MOU on behalf of the affected employees in the certificated employee bargaining unit as well as on its own behalf as the Exclusive Representative.

Recitals

- A. The District and the Association have met and negotiated regarding the effects of QEIA implementation at the following high schools: Arvin, East Bakersfield, Foothill, Highland, North and West. QEIA is a State-funded, site-based supplemental program that focuses on improving instructional conditions and on the improvement of teaching.
- B. QEIA provides, among other things, educational and professional growth and development opportunities that support and enhance each school’s adopted Single School Plan for Student Achievement (SSPSA).
- C. Each school site’s (SSPSA) is written and tailored to the unique circumstances and structure of the respective school site.
- D. This MOU shall not be precedent setting and shall become effective as of the date of final signature and acceptance and shall remain in effect as long as the District receives funds through SB 1133 “QEIA of 2006.”

Terms

- l) For purposes of this Memorandum of Understanding the following definitions shall apply:
- A) “QEIA-related Activity” means a professional development activity developed by the process outlined in and that is defined by Education Code § 52055.750 (c) and (d). A “QEIA-related Activity may also mean meetings for planning, implementation or monitoring of the school’s SSPSA.
- B) The term “academic coach” means a teacher who, at the request of another classroom teacher, assists that teacher as a one on one mentor for purposes of professional development and refining the art of teaching through confidential conversation, reflection, and classroom visitation.

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- II) Academic coaches are experienced classroom teachers who have a demonstrated history of exemplary teaching and who are effective communicators.
- (1) An academic coach shall have achieved permanent status in the District and shall have at least four years of teaching experience.
 - (2) An academic coach shall not evaluate or provide information that is used in the performance evaluation of the teacher to whom assistance was provided.
 - (3) Initial and subsequent classroom visitations by academic coaches shall be at the request of the teacher.
 - (4) Academic coaches shall be compensated at the regular contract hourly rate for activities related to QEIA that extend beyond the regular workday other than current practice (e.g. staff, department meetings) and contractual obligations (e.g., adjunct duties) subject to approval of the site Principal or designee. This provision is retroactive to August 18th, 2008.
 - (5) Each school shall provide office space, equipment, and technology resources for use by academic coaches who do not have an assigned classroom.
- III) Bargaining unit members will be compensated at the regular contract hourly rate for attendance and participation in activities related to QEIA that extend beyond the regular workday other than current practice (staff, department meetings) and contractual obligations (e.g., adjunct duties) subject to approval of the site Principal or designee. This provision shall not apply when bargaining unit members attend out-of-area conferences, trainings, or workshops for which registration and other costs/expenses have been paid for by the District. This provision is retroactive to August 18th, 2008.
- IV) Bargaining unit members who do not have a permanent room assignment and who must change classrooms during the regular student day as a result of QEIA-funded class size reduction shall have access to appropriate equipment in order to transport necessary teaching supplies between locations as well as a central location equipped with desks, filing cabinets, and technology resources.
- V) Classroom teachers shall not have an “unassigned” period during the student day except by mutual consent.
- VI) Any alleged violation of the Terms of this MOU, or of Education Code § 52055.750 and § 52055.755, is subject to the grievance procedure of the current Agreement, with the exception that no grievance may be filed or processed alleging a violation of Education Code § 52055.750(a)(1), § 52055.750(a)(3) or § 52055.750(a)(10)