MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

FONTANA UNIFIED SCHOOL DISTRICT

AND

FONTANA TEACHERS ASSOCIATION

(Article 14, Work Day/Work Year • 2020-2021 Education Specialists who have a self-contained elementary classroom assignment Release Time)

This Memorandum of Understanding (MOU) is agreed upon between the Fontana Unified School District (hereinafter referred to as the “District”) and Fontana Teachers Association (hereinafter referred to as the “Association”).

1.1 The purpose of this Memorandum of Understanding is to provide release time to Education Specialists who have a self-contained elementary classroom assignment (formerly referred to as SDC elementary teachers) during the 2020-2021 school year.

1.2 The purpose is to provide Education Specialists who have a self-contained elementary classroom assignment (formerly referred to as SDC elementary teachers) with release time to perform essential duties of their assignments such as, but not limited to, completing student assessments, IEP documentation, IEP meetings, etc. This release time shall be member-directed and occur during regular work hours in the performance of the essential duties of the unit member’s assignment.

1.3 If an itinerant teacher is unavailable and if there is no substitute teacher available to teach the self-contained elementary class, the bargaining unit member who is the teacher of record for the class shall provide the instruction. In the event the day(s) cannot be rescheduled by the end of the 2020-2021 school year, the bargaining unit member who is the teacher of record for the class shall be compensated at the bargaining unit member’s Appendix C contract hourly rate of pay for providing the instruction during the release time.

1.4 If the member declines to utilize any release days, the unused release days do not accumulate and are not compensated in lieu of release time.

1.5 Release time shall be structured and provided as follows:
   • Each teacher shall be eligible for six (6) days of release time with class coverage provided by SELPA
   • Days shall be scheduled and a calendar maintained by SELPA

1.6 This Memorandum of Understanding is not a precedent for any other activity or situation in the Fontana Unified School District. Further, this Memorandum of Understanding does not modify the Collective Bargaining Agreement in any way other than specifically set forth in this document and shall expire June 30, 2021 unless ratified by both parties to the Memorandum of Understanding.

Dated this __________ day of __________ 2020, at Fontana, California.

For the Association: ____________________________  For the District: ____________________________

Leandra Marchis-Poirier, Lead Negotiator
Fontana Teachers Association

Joseph Bremgartner, Associate Superintendent
Fontana Unified School District