MEMORANDUM OF UNDERSTANDING
BETWEEN
FONTANA UNIFIED SCHOOL DISTRICT
AND
FONTANA TEACHERS ASSOCIATION
Sequoia Middle School Innovation
2019-2020 School Year

1. Intent

1.1. The Fontana Unified School District (District) and the Fontana Teachers Association (Association) both recognize the importance of providing the students at Sequoia Middle School with unique and innovative programs that provide a learning environment that promotes student learning and support.

2. In an effort to provide unique and innovative programs at Sequoia Middle School, the District and the Association agree to the following modification of the Sequoia Middle School Instructional Week for the 2019-2020 school year.

2.1. At Sequoia Middle School, the Intervention Schedule will be used to deliver Core and Elective area Intervention and Enrichment as follows:

2.1.1. The Intervention Day schedule will consist of seven (7) periods. Six (6) of the periods will run at 52 minutes each, with one of the six 52-minute periods designated as a preparation period. The additional Intervention Period will be 31 minutes in duration between third and fourth periods each day. Intervention periods will rotate daily to provide equal intervention opportunities to students in all periods. (Refer to Attachment ‘A’ for bell schedule and intervention rotation)

2.1.2. Intervention Day schedules will not be employed on district minimum days, testing days, or days with a modified schedule such as rallies or extended lunch schedules. In these cases, the schedule will revert to the district/site standard.

2.2. Class size during the Intervention period will not be altered. Classes will be the same size as the regular class period.

2.2.1. Intervention and enrichment classes are not subject to maximum case load as defined by section 15.3 of the Collective Bargaining Agreement.

2.3. Attendance will be required to be taken by the Certificated Bargaining Members.
2.4. Students are not assigned differently for the Intervention Period. Although Certificated Bargaining Unit members can exchange or regroup students willingly, each teacher will keep their own classes for the Intervention Period.

2.4.1. Certificated Bargaining Members shall keep their own students from their regular class during the Intervention Period, unless they willingly choose to exchange or regroup students for purposes of intervention or enrichment.

2.4.2. Certificated Bargaining Members may request students be allowed to attend their intervention from another Certificated Bargaining Member with the permission of the member to which the student is assigned.

2.5. Bargaining Unit Members will not be responsible for creating, assigning, or presenting new information during Interventions or Enrichments unless the Bargaining Member decides to do so.

2.5.1. Interventions offered during Eagle Time are intended to be any activity that teachers deem appropriate to help students academically. These can be activities and/or tutoring designed to address previously discussed/learned material from class or Enrichment. These periods are not designed to be for presentation of new material unless decided by the Bargaining Unit Member.

2.5.2. Although professional educators are well prepared, no additional documented lesson plans are required for the intervention/enrichment period.

2.5.2.1. The work completed by the student that is make-up work, whether classwork, homework, assessment, or re-assessment shall be included in the student’s grade.

2.6. Pursuant to Article 9.5.2, formal observations for the evaluation shall not take place during the Intervention/Enrichment period.

3. If it is determined that Sequoia Middle School is deficient in instructional minutes as specified by California Education Code, and additional workdays are required, the District agrees to compensate affected Bargaining Unit Members at their daily rates.

4. The Certificated Bargaining Unit Members assigned to Sequoia Middle School shall vote by secret ballot, pursuant to Section 14.3, on whether the modifications to the instructional day, as set forth in this Memorandum of Understanding, shall be in effect for the 2019-2020 school year.
4.1. Pursuant to Article 14.3.2.2, the Sequoia Middles School instructional day modification innovation shall continue to be in effect until such time as the Association or District request to reevaluate the instructional day modification for Sequoia Middle School as reflected in the MOU, or if the innovation becomes irrelevant due to a negotiated change to the Sequoia Middle School workday that supersedes this agreement.

4.2. In the event the District and/or Fontana Teachers Association decide to discontinue the Innovation Plan prior to or at the conclusion of the school year, then Sequoia Middle School will revert to the District / F.T.A. approved 6 period bell schedules for the next school year.

5. This Memorandum of Understanding solely governs Sequoia Middle School.

5.1. This Memorandum is not a precedent for any other school site, activity or situation in the Fontana Unified School District.

5.2. Further, this Memorandum does not modify the Collective Bargaining Agreement between the District and the Association in any way other than as specifically set forth in this Memorandum of Understanding.

FOR THE ASSOCIATION:  

Signature  

Date 

FOR THE DISTRICT:  

Signature  

Date 

Memorandum of Understanding:  
Modification of the Sequoia Middle School Instructional Day  
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