



Memorandum of Understanding
Between
Fremont Unified School District
and
Fremont Unified School District Teachers Association

Hirsch, Cabrillo, Mattos & Gomes Inclusive Education Program Learning
Center for Grades TK-6
2019-2020

The intent of this Memorandum of Understanding is to establish criteria for the Hirsch, Cabrillo, Mattos and Gomes Inclusive Education Program utilizing the Learning Center model and the co-teaching model for Grades TK-6 in the Fremont Unified School District. This Memorandum will be in full force during the school year of 2019-2020. At any time during the period of this MOU, either party can request to meet and confer regarding the Hirsch, Cabrillo, Mattos and Gomes Inclusive Education Program utilizing the Learning Center and co-teaching model Grades TK-6.

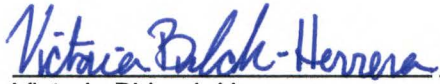
Statements of Understanding


The Fremont Unified School District (FUSD) and the Fremont Unified District Teachers Association (FUDTA) reach the following agreements in order to implement the Hirsch, Cabrillo, Mattos and Gomes Inclusive Education Programs: Participation in the Hirsch, Cabrillo, Mattos and Gomes inclusive education programs by any FUDTA unit member shall be for the length of the entire school year.

1. Participation shall be voluntary and at the recommendation of the site administrator.
2. Participation shall be limited up to two general education unit member per grade level in grades TK through 6.
3. Unit members teaching grades TK-6 shall fully include special education students in the general education classroom in the following ways:
 - a. General education and special education students will be taught by the assigned general education and special education teachers on a schedule to be mutually developed by all impacted unit members. Students in the program will be in the assigned general education classroom for the full schoolday.
 - b. Class size maximums for fully included classrooms in grades TK-6 shall exceed no more than 33 students.
 - c. Unit members in grades TK-6 participating in the Hirsch, Cabrillo, Mattos or Gomes Inclusive Education program for Grades TK-6 shall receive a \$1500 stipend for participating, to be paid in two installments.
 - d. There shall always be a paraeducator or the special education teacher scheduled to be in the classroom with the general education teacher at any point in the school day.

5. The stipend above is intended to provide compensation for a one-day training in August 2019 and the related responsibilities associated with possible class size overages as outlined in Article 12.2 and/or per FUSD School Board approved goals for TK- grade 6.
6. Class sizes for the Inclusive Education Program (MM SDC) shall continue to have a goal of no more than 12 students, as stated in Article 12.4.2.1.
7. All provisions of Article 36.5 shall be in effect, including but not limited to:
 - a. Training as related to addressing the needs of fully included students shall be provided on an as needed basis. Release time or paid time, at the hourly rate as indicated on Appendix A, shall be provided for such training.
 - b. Participants in the Learning Center shall be given paid time, at the hourly rate on Appendix A, for collaborating outside the workday on student needs, program development, and other topics as needed.
8. The special education unit member shall be responsible for the taking daily attendance, report cards, and IEP management for all students on their caseload.
9. The general education and special education unit member shall mutually agree to how Back to School Night and Open House shall be held on the evening that the site has approved. Parent conferences and IEP oversight shall be done in collaboration.

This Memorandum of Understanding is the product of collaboration between FUSD and FUDTA and through their respective representatives, and was not prepared or drafted by only one party. This Agreement shall be constructed in accordance with the laws of the State of California. This Agreement shall remain in place for the 2019-2020 school year only until otherwise amended and agreed to by both parties.

 7/18/19
Victoria Birbeck-Herrera Date
FUDTA President

 7/18/19
Sherry Strausbaugh Date
Director, Certificated Personnel