

Memorandum of Understanding
Between
Fontana Teachers Association
And
Fontana Unified School District

Contract Variance Re:
Article 14: Work Year and Work Day
Southridge Tech Middle School

This Memorandum of Understanding (MOU) is made and entered into this 26th day of April 2023, between the Fontana Unified School District (hereinafter referred to as the "District") and the Fontana Teachers Association (hereinafter referred to as the "Association").

- 1.1 In order to increase opportunities for students enrolled in Intervention and ELD classes to attend enrichment or exploratory classes, the instructional day at Southridge Tech Middle School will be organized in a 7-period day.
- 1.2 Notwithstanding the terms of the Collective Bargaining Agreement, the instructional day at Southridge Tech Middle School shall be divided into seven (7) periods.
 - 1.2.1 Bargaining unit members assigned to the site shall be responsible for teaching six (6) periods.
 - 1.2.2 No bargaining unit member shall be involuntarily assigned more than three (3) subjects.
 - 1.2.3 In certain situations, bargaining unit members assigned to the site may teach an additional period and be compensated at an additional one-seventh (1/7) of the individual's per diem rate of compensation.
 - 1.2.4 Class periods shall be 49 minutes on a regular day schedule, and 34-36 minutes on a minimum day schedule.
 - 1.2.5 Bargaining Unit Members teaching Special Education classes shall be assigned 5 class periods, 1 period for caseload support, and 1 Member-directed preparation periods.
- 1.3 In accordance with Article 15 of the Collective Bargaining Agreement, the Maximum 5 Period Load of 175 students shall remain in force. Students shall be redistributed over six (6) periods.
- 1.4 All other terms of the Collective Bargaining Agreement shall remain in force during the term of this MOU.
- 1.5 Implementation of this MOU requires the approval of seventy-five percent (75%) of the affected bargaining unit members as determined by secret ballot in an election conducted by the Association.
- 1.6 Upon approval, this MOU shall be in affect for the 2023/2024 school year.
- 1.7 This MOU may be extended under the terms of Article 14 of the Collective Bargaining Agreement.
- 1.8 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, 2024.
- 1.9 Dated this 26th day of April 2023, at Fontana, California.

For the Association:


Wendy Shapard

For the District:


Dr. Douglas Staine, Associate Superintendent