

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE FONTANA UNIFIED SCHOOL DISTRICT**  
**AND**  
**THE UNITED STEELWORKERS LOCAL 8599**  
**TROPICAL STORM SCHOOL CLOSURE**

August 21, 2023

This Memorandum of Understanding (MOU) is entered into between the Fontana Unified School District (“District”) and the United Steelworkers Local 8599 (“USW”) concerning the District’s response to the impact of the tropical storm that occurred. On August 19, 2023, Governor Newsome declared a California State of Emergency due to the tropical storm that converged on Southern California in the wake of Hurricane Hilary.

The District and USW recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District, its staff, and teachers. We recognize the importance of prudent measures to ensure District employees, students, their families, or other people using District facilities are in a safe environment. We agree that reasonable continuity of District operations should be maintained, and reasonable accommodation should be made for District employees who are impacted by the tropical storm. As a part of this work, it was decided that classes would be canceled for Monday, August 21, 2023. Only workers identified as essential were required to report for work in person. Employees not required to report for work still remained in paid status for the day.


To adequately compensate those employees who were required to report to work in person, the District and USW agree as follows:

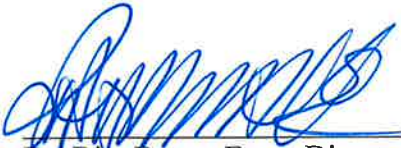
- 1) Those employees who reported to work shall be compensated for the time worked on August 21, 2023, at the rate of time and a half of their hourly compensation.
- 2) Those employees who were absent on that date consistent with a pre-planned scheduled absence, shall be compensated at their regular rate in the same manner as those who were not required to report to work in-person.
- 3) During any District closure or curtailment of operations, the District may require some unit members determined to be essential to its continued operations to remain onsite and perform their regular work assignment or work outside of their regular work assignment pursuant to Government Code §3100. Other unit members not required to remain at work shall be “on call” and subject to direction by the District during their normal scheduled work day.
- 4) The parties agree that nothing herein limits the District’s authority to exercise its emergency powers as established by law, the applicable collective bargaining contract, board policies, and administrative regulations.
- 5) This Memorandum of Understanding is effective August 21, 2023. This MOU is non-precedential; will not bind the parties to any future action under similar conditions; is not

evidence of past practice, intent of the parties, or meaning or application of the Master Contract; and shall not be considered the "status quo" unless the Parties agree otherwise.


DATED: 8/24/23


**For the District**

  
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Dr. Douglas Staine, Associate Supt.,  
Human Resources

  
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Dr. Rita Bayne Exec. Director, Classified  
Human Resource

**For the United Steelworkers, on behalf of Local 8599**

  
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Dawn Dooley, President  
United Steelworkers, Local 8599

  
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Marly Sandoval, Representative  
United Steelworkers, International