



Fontana Unified School District

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9680 Citrus Avenue • P. O. Box 5090 • Fontana • California 92334-5090 • (909) 357-5000 • www.fusd.net

SIDE LETTER OF AGREEMENT (revised)

April 23, 2021

Dawn Dooley, President
United Steel Workers, Local 8599
16981 Foothill Blvd. Suite A-1
Fontana, CA 92335

Re: Return to Substitute Assignment Flexibility

Dear Dawn:

On March 31, 2021 there was discussion between the Union and the District regarding a practice with some substitute assignments to disallow a substitute's return to the assignment as a result of one or more absences. This practice is unrelated to the Summer Meals Program or Summer School attendance guidelines. The Union has expressed its desire to allow substitute employees in long-term assignments to return to their assignments following an absence from the assignment for bereavement due to the death of an immediate family member.

On April 20, 2021, there was further discussion between the Union and the District wherein the Union requested that substitute employees in long-term assignments be allowed to return to their assignments following an absence from the assignment for illness or attendance at out-of-District Union conferences.

This is to notify you that it is of value to the District to ensure continuity of substitute services as much as possible and to benefit from the training that has been provided to substitutes in long-term assignments. Therefore, in most cases, it is in the District's best interest to retain the long-term substitute despite an isolated absence. Due to this interest, it is the District's intent to reasonably consider absences of substitutes in long-term assignments due to unforeseen bereavement needs for the death of an immediate family member; illness or attendance at out-of-District Union conferences. Additionally, it is the District's intent to be flexible regarding the allowance of substitutes in long-term assignments to return to those assignments after up to three (3) days absence due to bereavement; or up to three (3) days absence from the assignment due to sick leave; or after up to three (3) days absences due to attendance at an out-of-District Union Conference. Long term assignments are considered to be those that are twenty (20) consecutive working days or more.

Thank you for the opportunity to work collaboratively on this issue. Should you have questions regarding this notice, you may contact me at (909) 357-7600 extension 29368.

Sincerely,

Tika Davé-Harris, MPA
Director, People Services

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APPENDIX A

ARTICLE 40
UNION SECURITY (AGENCY SHOP)

Effective the date of this Bargaining Agreement, the District shall grant an Agency Shop with the following provisions and requirements:

1. All Classified Bargaining Unit members, and new Classified Bargaining Unit members, shall become members of the Union within thirty (30) calendar days as condition of continued employment except as provided in paragraphs 2 and 3 of this section.
2. Present Classified Bargaining Unit members, employed on or after October 6, 1977, or new Classified Bargaining Unit members who, after thirty (30) calendar days of employment, do not join the Union, shall be required to pay a service fee equal to the amount due under the Union dues structure as a condition of continued employment.
3. Present Classified Bargaining Unit members or new Classified Bargaining Unit members who, after thirty (30) calendar days of employment, through religious affiliation or reason of compelling personal conviction cannot pay dues or service fees to the Union, shall be excluded from this Article and pay a like amount to one of the following organizations at the Classified Bargaining Unit member's choice.

UNITED WAY
AIDS FOUNDATION
AMERICAN LUNG ASSOCIATION
CITY OF HOPE
RONALD McDONALD HOUSE
OPTION HOUSE

AMERICAN CANCER SOCIETY
JUVENILE DIABETES FOUNDATION
ALZHEIMER'S ASSOCIATION
MULTIPLE SCLEROSIS ASSOCIATION
AMERICAN HEART ASSOCIATION
MAKE-A-WISH FOUNDATION

(Verification of payments will be made available to the Union). This section is not subject to Article 16, Grievance Procedure.

4. The Union shall indemnify and hold the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with any of the provisions of this Article.
5. In the event the Classified Bargaining Unit member fails to maintain membership as required above and/or by applicable law, said Classified Bargaining Unit member shall, upon written request from the Union, be terminated by the District.