

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
FONTANA UNIFIED SCHOOL DISTRICT
AND
FONTANA TEACHERS ASSOCIATION**

ARTICLE 12 LEAVES OF ABSENCE

This Memorandum of Understanding (MOU) is agreed upon between the Fontana Unified School District (hereinafter referred to as the "District") and Fontana Teachers Association (hereinafter referred to as the "Association").

- 1.1 The purpose of this Memorandum of Understanding is to update language in Article 12 Leaves of Absence, Sections 12.6.1, 12.6.2, and 12.6.3 shall be amended to read as follows:

12.6 BEREAVEMENT, IMMINENT DEATH, AND REPRODUCTIVE LOSS LEAVE

- 12.6.1 A bargaining unit member shall be granted leave of absence with pay for five (5) days due to death in the immediate family to attend or arrange for funeral. Bereavement leave time shall be completed within three (3) months of the date of death. The days of leave do not need to be consecutive. Verification shall be requested at the discretion of the District. The Governing Board, upon the recommendation of the Superintendent or Designee, may extend the benefits at its discretion.

(A) Members of the immediate family are defined as father, mother, sister, brother, daughter, son, wife, husband, legally registered domestic partner with the appropriate California government entity, grandfather, grandmother, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, stepfather, stepmother, stepchild, grandson, granddaughter, grandmother or grandfather of spouse or any relative living in the immediate household of the bargaining unit member.

- 12.6.2 A maximum of three (3) days of leave without loss of pay in any one (1) school year may be granted for absence due to serious illness or accident, with death imminent, of an immediate member of the family as defined above. Verification shall be requested to substantiate imminent death leave at the discretion of the District.

- 12.6.3 A bargaining unit member may be granted up to five (5) days of protected leave with pay after experiencing a reproductive loss event. A "reproductive loss event" is defined as the day, or for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction (such as artificial insemination or embryo transfer). An eligible bargaining unit member is one who has worked in the District for at least thirty days and experienced a reproductive loss event. This also includes one who is a current spouse or domestic partner of a person who experienced a miscarriage or stillbirth or a bargaining unit member who would have been the parent of a child born because of a pregnancy that resulted in a miscarriage or stillbirth. It also includes a current spouse or domestic partner of a person who experienced an unsuccessful assisted reproduction, or a bargaining unit member who would have been a parent of a child born as a result of a pregnancy had the assisted reproduction been successful. Verification shall be requested at the discretion of the District.

The intent of this MOU is to fold in this language into the CBA. Therefore, the above changes will be presented for ratification as part of the 2024/2025 Tentative Agreement.

Dated this 25th of September 2024, at Fontana, California.

FOR THE DISTRICT


Dr. Douglas F. Staine
Associate Superintendent, Human Resources

FOR THE ASSOCIATION


Jennifer Barrett
FTA Negotiations Chair