

MEMORANDUM OF UNDERSTANDING

*By and Between*

FONTANA TEACHERS ASSOCIATION  
*and*  
FONTANA UNIFIED SCHOOL DISTRICT

(Article 25, Salaries and Fringe Benefit)

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

Whereas the District and the Association share a common interest in the welfare of our employees it is therefore agreed as follows:

1.1 For the duration of the 2020-21 Collective Bargaining Agreement, Article 25, Section 2.4 shall be amended to read:

“Unit members with district-employed spouses shall be provided one medical benefits plan covering both employees and eligible family members. Unit members with district-employed spouses shall not be eligible for separate medical benefits plans. The district will reimburse bargaining unit members with a district-employed spouse, **their qualified co-payment expenses (excluding taxable pharmaceutical items and dental and vision co-payments)** for fully employed spouses. In the case of spouses with part-time employment, the reimbursement shall be pro-rated by hours of employment. **In order for medical co-payments to considered qualified for reimbursement they must be directly related to medical procedures or services within coverage guidelines and for a facility inside the provider network. Unit members shall submit dated receipts within twelve (12) months of the date on the receipt in order to be eligible for reimbursement. At the discretion of the District receipts submitted after this twelve (12) month window but within twenty-four (24) months may be considered for reimbursement. Under no circumstances will reimbursement be considered for receipts older than twenty-four (24) months. Reimbursements will be paid within sixty (60) days of submission when practical.”**

It is intended that the above language be included in the Tentative Agreement for the successor Collective Bargaining Agreement.

1.3 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.

Dated this 26<sup>th</sup> day of June 2020, at Fontana, California.

For the Association:



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Leandra Marchis-Poirier, FTA  
Lead Negotiator

For the District:



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Joseph Bremgartner, FUSD  
Associate Superintendent, Human Resources

MEMORANDUM OF UNDERSTANDING

*By and Between*

FONTANA TEACHERS ASSOCIATION  
*and*  
FONTANA UNIFIED SCHOOL DISTRICT

(Article 13, Retirement)

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

Whereas the District and the Association share a common interest in the welfare of our employees it is therefore agreed as follows:

- 1.1 Unit members who have completed thirty-three (33) years of service within the certificated bargaining unit of the District as of May 29, 2020 shall be eligible for lifetime medical benefits as provided for in Article 13, Section 1.1.4 of the Collective Bargaining Agreement.
- a) Unit members shall submit an irrevocable retirement notice to Human Resources Certificated no later than **4:00 p.m., July 17, 2020.**
  - b) This **irrevocable retirement** shall be effective prior to August 1, 2020.
  - c) Understanding the uniqueness of the current educational environment due to COVID-19 concerns, both parties agree that this window is a one-time non-precedent setting opportunity.
  - d) This Article and Clause shall not be subject of further bargaining during the 2020-21 school year unless mutually agreed to by both parties.
- 1.2 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.

Dated this 26<sup>th</sup> day of June 2020, at Fontana, California.

For the Association:

For the District:



Leandra Marchis-Poirier, FTA  
Lead Negotiator



Joseph Bremgartner, FUSD  
Associate Superintendent, Human Resources