Tentative Agreement

between the

Fullerton School District (District)

and

Fullerton Elementary Teachers Association (FETA)

October 23, 2025

ARTICLE 1 AGREEMENT, TERM, AND REOPENERS

E. For the 2026-2027 school year, the District and Association shall reopen Article 8 Hours of Employment, Article 16 Salaries, Article 17 Fringe Benefits, and up to two additional choices per bargaining group. **It is mutually understood that Articles 31 Special Education and 32 Junior High are included in all of the other Articles and do not need to be sunshined separately.**

ARTICLE 4 NEGOTIATION PROCEDURES

A. The Association shall submit to the Board an initial proposal for a successor agreement no earlier than the first regular Board meeting in January, or **no** later than the first regular Board meeting in **September** ~~May~~. Both parties shall, subsequent to this initial proposal, meet and negotiate in good faith ~~no later than the last working day in May~~. Thereafter, all tentative agreements reached between the parties shall be reduced to writing and signed.

ARTICLE 8 HOURS OF EMPLOYMENT

C.5 ~~When substitutes are not available for classroom teachers using statutory leave in a K-8 middle school classroom,~~ ~~t~~The District will compensate a K-8 middle school classroom teacher ~~assigned to substitute~~ **providing coverage** during their preparation period at a rate of eighty-one percent (81%) on Monday, Tuesday, Thursday, and Friday and fifty-seven percent (57%) on Wednesday of the hourly pay as listed in Class ~~I~~ **II**, Step ~~5~~**4** of the Certificated Salary Schedule per period.

(Any other reference in the Collective Bargaining Agreement to Class I, Step 5 will be changed to Class II, Step 4)

E. ~~If there is a District wide CSR,~~ ~~c~~Classroom teachers ~~will be provided with one half (1/2) day of sub time twice yearly for those with kindergarten and 3-6 grade non-CSR classes, and elementary mild moderate SDC classes. Such time shall be used for conferences, conference prep, data input, data analysis, testing, grade level meetings, and other work as~~

~~mutually agreed upon between the unit member and immediate administrator. It is intended that school sites coordinate this time among unit members and the immediate administrator in order to minimize the amount of substitute time provided. Unscheduled or unused substitute time shall not be carried over to the second half of the year.~~

(Lettering changes from E-J to E-I)

ARTICLE 10 TRANSFERS

G. In the event of a District initiated transfer of a classroom teacher from one school site to a different school site, the classroom teacher shall be provided with three (3) working days free of student responsibilities to complete the move and to prepare for the beginning of the new class; **and (5) working days if the transfer includes a grade level change.** This applies only to involuntary transfers that occur during the school year.

1. In the event of a **teacher-initiated** ~~voluntary or involuntary~~ classroom move of a classroom teacher within a school site, the school site shall provide the classroom teacher with one (1) day of substitute pay at the full-day rate for a substitute teacher (no release time will be provided). **In the event of an involuntary classroom move of a classroom teacher within a school site, the school site shall provide the classroom teacher with two (2) days of substitute pay at the full-day rate for a substitute teacher (no release time will be provided).** In addition, the site will help facilitate the classroom move by providing custodial assistance and boxes as determined by the immediate administrator.

2. In the event of a **teacher-initiated** ~~voluntary or involuntary~~ classroom move of a classroom teacher from one site to a different site that occurs outside of a classroom teacher's work year, the unit member will be provided with one (1) day of substitute pay at the full-day rate for a substitute teacher (no release time will be provided). **In the event of an involuntary classroom move of a classroom teacher from one site to a different site that occurs outside of the classroom teacher's work year, the unit member will be provided with two (2) days of substitute pay at the full-day rate for a substitute teacher (no release time will be provided).** In addition, the District will help facilitate the school site move by providing boxes and assistance in moving the boxes from one site to another as determined by Human Resources.

ARTICLE 11 EVALUATION

I. Permanent unit members with ten (10) or more years of District experience in good standing having the most current evaluation with an "On Target" rating in Part 3: End of Year Reflection and Feedback will be evaluated every three (3) years upon agreement of the evaluator. The evaluator may choose to evaluate the unit member on a more frequent basis **by providing rationale in writing to the unit member**, or the unit member may request a more frequent evaluation.

Permanent unit members with fifteen (15) or more years of Fullerton School District experience in good standing having the most current evaluation with an "On Target" rating in Part 3: End of Year Reflection and Feedback will be evaluated every four (4) years, upon agreement of the evaluator. The evaluator may choose to evaluate the unit member on a more frequent basis **by providing rationale in writing to the unit member**, or the unit member may request a more frequent evaluation.

ARTICLE 14 CLASS SIZE

The MOU will be re-evaluated at the conclusion of the committee, no later than May 1, 2026.

ARTICLE 15 PAYROLL DEDUCTIONS FOR MEMBERSHIP DUES

C. Maintenance of Membership

Any unit member covered by the Agreement who is a member of the Association ~~thirty (30) days after the effective date of this Agreement~~, and any unit member who becomes a member of the Association ~~after such date~~, shall maintain their dues payment or its equivalent to the association during the term of ~~this Agreement~~ **their membership contract with the Association.** The District agrees not to honor any requests by such unit members for cancellation of dues ~~or its equivalent~~ except for those cancellation requests received by the ~~District prior to October 1st of each school year~~ **Association during the unit member's window for canceling their membership.**

It is recognized that the Association, as exclusive representative of all unit members, is required to represent all unit members fairly and equally without regard to Association membership or non-membership or their assertion of right under this Agreement.

ARTICLE 16 SALARIES

A. One percent (1%) ~~two and one-half percent (2.5%)~~ on the salary schedule adjustment retroactive to July 1, **2025** ~~2024~~ including special compensation (i.e., National Board Certification, Doctoral Stipend, etc.) for unit members who are in paid status with the District at time of Association ratification.

1. **One percent (1%) one-time off salary schedule adjustment based on a unit member's 2025-2026 base salary as listed on the 2025-2026 salary schedule (effective July 1, 2025) for active unit members who are in paid status with the District at the time of association ratification.**

    a. **If the minimum number of 20 or more FETA unit members participate in the Supplemental Early Retirement Program (SERP), then the District and Association agree that this one percent (1%) one-time**

off salary adjustment shall become a one percent (1%) on the salary schedule adjustment retroactive to July 1, 2025. Therefore, if the minimum number of 20 or more FETA unit members participate in the Supplemental Early Retirement Program (SERP), then the District and Association agree that the total salary schedule adjustment for the 2025-2026 school year including special compensation (i.e., National Board Certification, Doctoral Stipend, etc.) shall be a two percent (2%) on the salary schedule adjustment retroactive to July 1, 2025 for unit members who are in paid status with the District at time of Association ratification.

b. The new salary adjustment, one-time off salary schedule adjustment (if SERP participation is less than 20 unit members), and retroactive pay to July 1, 2025 shall be paid within sixty (60) days of when the SERP participation deadline has been reached and the participation numbers have been verified.

2. Beginning with the 2021-2022 school year, the Preschool salary schedule shall be updated to include an annual $1,000 longevity bonus beginning on the tenth (10th) year of District service to be paid on the last pay warrant of the school year limited to a maximum of $1,000 per year with no retroactivity to any school years before 2021-2022.

3. The Preschool hourly rate will be adjusted to match the formula used to calculate the certificated hourly rate, which is the daily rate on the Preschool Teachers' Salary Schedule for Column I, Step 5 divided by 7.5.

ARTICLE 17 FRINGE BENEFITS

1. Health Insurance

A. Medical

a. The District shall pay the actual cost of Medical insurance premiums up to $16,600 annually for full-time benefits eligible employees who qualify for single health insurance plans, $17,988 for full-time benefits eligible employees who qualify two-party health insurance plans, and **$23,652** ~~$23,052~~ annually for full-time benefits eligible employees who qualify for family health insurance plans. The annual vendor premiums shall be paid via tenthly payroll deductions. Upon ratification the change will be retroactive to **October 1, 2025** ~~July 1, 2025~~. When the rates are issued for the **2026-2027** ~~2024-2025~~ health benefits year, the parties agree to open negotiations for **2026-2027** ~~2024-2025~~ to negotiate at least one (1) family health insurance plan with zero monthly contribution from the employee.

b. Effective January 1, 2025, unit members hired on temporary contracts and/or intern contracts will be provided with their choice of an HMO medical insurance plan for up to three full years of employment with FSD, and after three full years of employment, the unit member on a temporary and/or intern contract shall be able to select any insurance plan provided through FSD. Unit members provided with these coverages shall be entitled to the same dental, vision, and life insurance provisions as other employees.

ARTICLE 31 SPECIAL EDUCATION

B. Hours of Employment

3. **Education Specialists assigned to a Resource Specialist Program (RSP) who are directed to provide services at an additional school site due to a reduced caseload shall be granted one (1) full workday of preparation time prior to initiating services at the additional site, if substitutes are available. This preparation day shall be provided during the regular work year and designated for the purpose of organizing schedules, coordinating services, and preparing instructional materials necessary to effectively support students at both sites.**

4. **Co-Teaching Teams, consisting of a General Education teacher and an Education Specialist assigned to a co-teaching model, shall be provided two (2) full release days or four (4) half-day release days per school year, if substitutes are available, for the purpose of collaborative planning, data analysis, and instructional design specific to the co-teaching program. These release days shall be covered by substitute teachers, if substitutes are available, and scheduled in coordination with site administration to minimize disruption to student learning.**

E. Special Education **Advisory** Committee **(SEAC)**: A Special Education **Advisory** Committee will be maintained in order to provide ongoing communication between District Administration and Special Education unit members. The balanced committee will consist of Administrator and/or District personnel and Special Education unit members. Each subgroup of Special Education unit members (Speech, K-6 RSP, JH RSP, Mild/Moderate, Moderate/Severe, Preschool and FETA Spec. Ed. Rep. at Large) shall choose its representative for the committee. The committee will meet regularly to discuss concerns brought forward by both sides, seek potential improvement or solutions, and make recommendations to District Administration and FETA.

ARTICLE 32 JUNIOR HIGH

D. **HOURS OF EMPLOYMENT**

(Lettering/numbering changes on A 1-5)

1. Junior High School Daily Preparation Periods - One (1) daily preparation period will be scheduled for full-time classroom teachers with six (6) instructional periods per day. The daily preparation period will be normally equal in minutes to one (1) instructional period for the day. **Full-time RSP and SDC Education Specialists will be scheduled for one (1) daily curriculum preparation period and one (1) daily IEP preparation period. It is understood that, as student needs arise, one of these preparation periods may be used to provide direct support, consultation, or collaboration necessary to meet the mainstreaming, instructional, and support requirements of students on their caseload.**

    a. In the event of an emergency, and only in the event of an emergency, a junior high school ~~classroom teacher~~ **unit member** may be directed during the ~~classroom teacher's~~ **unit member's** daily preparation period to substitute for another unit member.

    b. In the event of an emergency, and only in the event of an emergency, which does not occur during a preparation period, a junior high school unit member may be directed to supervise, in addition to the unit member's own class, or regular assignment, some portion of the unit member's class.

    c. For internal substitution assignments, immediate administrators shall take junior high school unit member volunteers first, then assign coverage based on an equitable rotation.

    d. An emergency shall be deemed to exist when:
        i. The District, having made a reasonable effort, cannot secure a daily, part-time or hourly substitute; and
        ii. No volunteers have been pre-arranged or are forthcoming.

    e. ~~When substitutes are not available for classroom teachers using statutory leave in a junior high school classroom~~, ~~t~~The District will compensate a junior high classroom teacher ~~assigned to substitute~~ **providing coverage** during their preparation period at a rate of eighty-one percent (81%) on Monday, Tuesday, Thursday, and Friday and fifty-seven percent (57%) on Wednesday of the hourly pay as listed in Class II, Step ~~54~~ of the Certificated Salary Schedule per period.

(The District and FETA agree to meet and review/revise the numbering and organization of this Article prior to publishing the revised Collective Bargaining Agreement)

APPENDIX A

The Fullerton School District Certificated Salary Schedule shall be changed as follows, the certificated hourly rate shall be moved from **CLASS I, STEP 5, TO CLASS II, STEP 4.** As noted on the attached REVISED salary schedule.

APPENDIX D

C. Pre-school Teacher Salary Schedule

Unit members assigned to the Pre-school Teacher Salary Schedule are those unit members who are part of the Association bargaining unit defined in Article II, Recognition, who are certificated pre-school personnel.

The Certificated pre-school salary schedule attached hereto as Appendix D consists of three (3) columns. The three (3) columns and their requirements are as follows:

Column I	Teacher with less than a B.A.
Column II	Teacher with a B.A.
Column III	Teacher with a B.A. and a regular credential **or an M.A. directly related to their assignment**

(The Pre-school Teacher Salary Schedule will be modified to include the headings with the requirements for a pre-school unit member to be placed in each column)

Jasel Contreras
FETA Negotiations Chairperson

Date: 10/23/2025

Chad Hammitt, Ed.D.
Deputy Superintendent

Date: 10/23/2025