MEMORANDUM OF UNDERSTANDING
between the
Fullerton School District (FSD)
and the
Fullerton Elementary Teachers Association (FETA)

August 3, 2026

For the 2026-2027 school year, FSD and FETA agree to provide a pilot program of schoolwide co-teach classes (1 per grade level) at both Pacific Drive, Orangethorpe, Raymond and Commonwealth Schools according to the terms of the Memorandum of Understanding (MOU).

For all Co-Teach Programs:

1. Class size in each grade shall not exceed the class size maximums as found in Article 14 of the FETA/FSD Collective Bargaining Agreement. Speech and Language Pathologists caseload numbers will not be impacted by this program.
2. When there are substitute shortages, as much as possible, substitutes will be prioritized in the co-teach classrooms in this program.
3. Students placement in co-taught classes shall be determined by the respective Individualized Education Program (IEP) teams, based on the individual student's assessed educational needs and goals, in accordance with applicable state and federal laws governing special education.
4. Article 31.D.1.d will apply to the Educational Specialists assigned to these co-teach classrooms and the unit members shall receive their full substitute release days or pay if the days are not taken.
5. Article 31.A.4 shall apply to these co-teach classrooms and any Educational Specialist with more than fifteen (15) students shall receive the appropriate stipend for each month their caseload exceeds fifteen (15) students.
6. Professional development will be provided to the general education and Educational Specialist unit members and if this professional development occurs outside of the unit members' duty day the unit members will be compensated at the hourly rate provided for in the Collective Bargaining Agreement.
7. Educational Specialist unit members will participate in grade level Professional Learning Community (PLC) time during the Physical Education release time assigned to the grade level they work with.
8. Assignment of new assessments to Educational Specialist unit members will be determined by each site based on the grade level of the student being assessed. The parties will discuss release time for impacted Educational Specialist unit members who are significantly impacted by a large number of assessments.
9. FETA and FSD will negotiate the impact of IEP attendance on the general education teacher and the parties agree to discuss information gathered through the co-teach program.

10. For any co-teach program where a student displays extreme behavior (causes a disruption to learning and teaching), behavior resources will be available to the teachers, such as site and district behavior teams.

For Pacific Drive, Raymond, and Orangethorpe:

1. No more than forty-five percent (45%) of the students in each co-teach class will be on IEPs specifying that they receive Specialized Academic Instruction (SAI) services.
2. Each co-teach class will have one (1) IA for the entire student instructional day. In addition to this:
   - TK will have IA time as per state guidelines for ratios.
   - Kindergarten will have the 3.75 hours instructional assistant time as per the July 16, 2026 IA MOU.
   - First and Second grade co-teach classrooms will have access to the 45 hours for testing as per the July 16, 2026 Memorandum of Understanding on Instructional Assistants for TK, Kindergarten, First, and Second Grade.

For Commonwealth:

1. No more than thirteen (13) students (not to exceed 13 in total between the two classrooms) will be placed in the two (2) general education classes that are part of the co-teach program and they will be on IEPs specifying that they receive Specialized Academic Instruction (SAI) services.
2. Each Education Specialist will have one (1) IA for the entire student instructional day and this IA will work between the two (2) co-teach classrooms on a schedule determined between the two (2) general education teachers and the educational specialist in the co-teach partnership.

Nothing in this MOU is intended to be precedent setting or to be construed as a past practice.

Jasel Contreras
Jasel Contreras Date
FETA Negotiations Chairperson
8-11-26

8/11/2026
Chad Hammitt, Ed.D. Date
Deputy Superintendent,
Human Resources