

**Tentative Agreement
between the
Fullerton School District (FSD)
and the
Fullerton Elementary Teachers Association (FETA)**

2023-2024 Reopener Agreement Negotiations

ARTICLE 8 - HOURS OF EMPLOYMENT

- B. Each teacher, in addition to the work week described above, may be required to attend school and district sponsored events. School site principals and staff will make a reasonable effort to set a yearly site calendar, including school-wide and District sponsored events. **Part-time/reduced-time teachers will have proportionate duties that align with their contract hours.** Changes and adjustments may still occur throughout the year, but the principal will confer with the staff to assist in calendaring such events.

Teachers shall earn the current hourly rate, with the advanced pre-approval of their administrator, when supervising students at a socially oriented event not compensated under other MOU stipends. Such supervision shall be voluntary unless otherwise agreed upon by the Site Leadership Team to include the voluntary socially oriented activities as part of the school site duties. When a unit member makes a voluntary choice to attend socially oriented activities, such as performances, athletic events, dances, school community events, concerts, etc.; the unit member shall not be assigned supervision of students.

- G. The use of the restructured Wednesdays should be reviewed by staff at school sites and calendared in advance to assist all school staff in their planning. The use of the restructured Wednesdays shall be in accordance with Section "A" above, an example of activities that may be done for each type of Wednesday will be provided by a joint memo between FETA and the District to be distributed no later than ~~March 30, 2018~~ **August 1st of each school year.**

1. NO CHANGES

- 2. The thirty-eight (38) Early Release Wednesdays shall be allocated at the elementary/K-8 schools as follows:**

- Teacher planning - ~~44~~ **12** Wednesdays (~~29~~ **32%**)
- Grade level planning - 10 Wednesdays (26%)
- Conference Preparation - 2 Wednesdays (5%)
- Parent Conferences - 2 Wednesdays (5%)
- Report Card Preparation - 3 Wednesdays (8%)
- Principal/District PD - ~~8~~ **9** Wednesdays (~~22~~ **24%**)

~~•Regular Student Days—2 Wednesdays (5%)~~

3. NO CHANGES

- H. Starting 2016-2017 school year, all full day K-6th grade elementary classroom teachers will have a minimum of two 50-minute periods of time per week for collaboration during the work day. One 50-minute period of time per week will be for PLCs. The other 50-minute period of time a week can be for finishing necessary PLC activities and PLC grade level planning or for activities mutually agreed upon by the site principal and grade level teams. Principals that develop more than two 50-minute periods of time will consult with grade level teams regarding the activities that will occur during these additional periods. ~~Formal PLC notes will be submitted once per week.~~ **PLC teams will take notes on a shared google doc as agreed upon by the administrator and site leadership team.** ~~For the current school year, schools currently meeting in this minimum of two 50 minutes of time per week structure will adhere to the purposes established in this agreement.~~

ARTICLE 14 - CLASS SIZE

- A. **July 1, 2023 through June 30, 2025** the class size averages will be:
- Kindergarten: Maintain current statewide formula for kindergarten within the District. Class sizes will not exceed 33:1 and the District-wide average for kindergarten will not exceed 31:1 as measured at P-2.
 - First-Third: Class sizes will not exceed 32:1 on a school site and will not exceed 29.9:1 on District-wide average as measured at P-2.
 - Fourth-Eighth: Class size average will not exceed 29.9:1 on a District wide basis as measured at P-2.
 - Individual elementary fourth-sixth grade class sizes will not exceed 34:1 as measured at P-2.
 - Individual junior high/middle school classes will not exceed 210 rostered students per general education classroom teacher, averaged over both semesters, with the exception of high load classes (i.e., PE, electives, etc.). Student aides and homeroom/**advisory/tutorial/study hall** counts will not factor into the calculation. By signed mutual agreement between the general education teacher and the principal, the class average for 210 can be increased to, but not exceed 216.
 - **Junior High teachers who exceed 210 students (except PE and high load classes) shall receive a monthly stipend equal to one (1) hour of teacher hourly pay per month for each month the student count is over 210 to be paid on the final pay warrant of the year. The teacher shall submit the "Junior High - Over 210 Limit Form" to their site administrator prior to the last contract day of the school year. There will be no retroactive pay if the form is not submitted.**

Class Size – General Education Classes with Mainstreamed Special Day Class Students

- ~~1. When at the beginning of the year classroom assignment are made If a classroom is designated to participate in daily mainstreaming of Special Day Class students, the class size will be reduced by one (1) general education student for every two (2) Special Day Class students that are mainstreamed into the general education classroom for one (1) hour or more per day for the entire school year. The classroom mainstreaming SDG students student count will be considered closed using this mainstream formula.~~

~~The District and FETA agree to reopen this Article for the 2018-2019 negotiations in order to evaluate the efficacy of above class size adjustment.~~

ARTICLE 15 - PAYROLL DEDUCTION FOR MEMBERSHIP DUES -

~~D. Representation Fee Any unit member who is not a member of the Association, or who does not make application for membership within thirty (30) days of the effective date of this Section or thirty (30) days of the commencement of assigned duties, shall pay a representation fee to the Association. If a unit member does not make application for membership or pay the fee to the Association in cash within the prescribed time, the District shall withhold the representation fee through payroll deduction and submit it to FETA. No later than 1 September of each school year, the Association shall notify the District Personnel Services Office in writing of the Dues structure that will be in effect for that school year.~~

~~Fee payers may request a rebate in accordance with the procedures promulgated by CTA/NEA for that portion of the fees which represent political or ideological spending not related to collective bargaining or employment matters.~~

~~Any unit member who is a member of a religious organization whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association. Such unit member shall pay, in lieu of a representation fee, sums equal to such fee to one of the following nonreligious, non-labor organization, charitable funds exempt from taxation:~~

- ~~1. Combined Health Agency Organizations~~
- ~~2. Foundation to Assist California Teachers~~
- ~~3. United Way~~

~~The Association agrees to furnish to the District any information needed to fulfill the provisions of this Article.~~

~~FETA/CTA/NEA agree to pay all legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the representation fee provisions of this Agreement or their implementation. FETA/CTA/NEA shall have the exclusive right to decide representation and to determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, tried or appealed.~~

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

~~This Section shall become effective the month following the month in which the election is held, if the election produces an affirmative vote.~~

ARTICLE 16 SALARIES

- A. **Two and one-half percent (2.5%)** ~~Five and one-half percent~~ on the salary schedule adjustment retro to July 1, ~~2022~~ **2023 including special compensation (i.e. National Board Certification Stipend, Doctoral Stipend, etc.)** for employees who are in paid status with the District at the time of association ratification.
- a. One and one-half percent (1.5%) one-time off the salary schedule adjustment based on an employee's ~~2022-2023 base placement on the 2023-2024~~ **2023-2024 salary schedule effective July 1, 2023** ~~(effective July 1, 2022)~~ **including special compensation (i.e. National Board Certification Stipend, Doctoral Stipend, etc.)** for active employees who are in paid status with the District at the time of association ratification.
 - b. 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.
 - c. 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 **NO CHANGES**

ARTICLE 30 - MISCELLANEOUS PROVISIONS

J. **Special Education**

1. **Special Education Committee:** A Special Education Committee will be maintained in order to provide ongoing communication between District Management and Special Education providers. The balanced committee will consist of Administrators/District personnel and Special Education providers. Each subgroup of special education provider (Speech, K-6 RSP, JH RSP, Mild/Moderate, Moderate/Severe, Preschool, and FETA Spec. Ed. At large) shall choose its representative for the committee. The committee will meet regularly to discuss concerns brought forth by both sides, seek potential improvements or solutions, and make recommendations to District Management and FETA.

2. When a certificated staff member provides assessment, report writing, and/or IEP attendance for a student not on his/her caseload, the employee shall be paid for up to four hours at the hourly rate.
3. If at any time during the course of the school year, the STEPS/ED program class spans more than four grade levels or has an enrollment of more than 10 students, the teacher shall be paid a stipend of \$2,500 on the last pay warrant of the school year.
4. Educational Specialists with a mild moderate or moderate severe assignment with at least fifty percent (50%) of the students on their caseload placed in a Special Day Class setting, or in a co-teach class, shall be provided with ~~three (3)~~ **four (4)** on campus prep days per school year (may be split into ~~six (6)~~ **eight (8)** on campus half-days), if there are substitutes ~~are~~ available, for the purposes of service tracking, writing IEPs, scoring/analyzing student assessments, student observations, and IEP goal monitoring. Educational Specialists, at their own discretion, shall be permitted to submit a timesheet in lieu of the ~~three (3)~~ **four (4)** substitute prep days per school year and shall be compensated at the lowest full-day rate of pay for a substitute teacher.
5. Educational Specialists **assigned as with Elementary/K-8 assignments RSP teachers** shall be provided with ~~four (4)~~ **three (3) half-day** on campus prep days per school year (**may be split into six (6) on campus half-days**), if there are substitutes available, for the purposes of service tracking, writing IEPs, scoring/analyzing student assessments, student observations, and IEP goal monitoring. Educational Specialists **assigned as with Elementary/K-8 RSP teachers**, at their own discretion, shall be permitted to submit a timesheet in lieu of the ~~three (3) half-day~~ substitute prep days per school year and shall be compensated at the lowest full-day rate of pay for a substitute teacher.



Pamela Zinnel
FETA Negotiations Chairperson

Date: 3/6/2024



Chad Hammitt, Ed.D.
FSD Deputy Superintendent

Date: 3/6/2024