

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

2022-2023 Reopener Agreement Negotiations

ARTICLE 10 - TRANSFERS

- F. In the event of a district initiated transfer of a teacher from one school site to a different school site, the 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. This applies only to involuntary transfers that occur during the school year.
1. In the event of a ~~principal~~ initiated voluntary or involuntary classroom move of a classroom teacher (K-8) within a school site, the school site shall provide the teacher with one (1) day of substitute pay at the lowest 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 principal.
 2. **In the event of a voluntary or involuntary transfer of a teacher from one site to a different site that occurs outside of a teacher's work year, the teacher will be provided with one (1) day of substitute pay at the lowest 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 PROCEDURES

- I. Permanent certificated employees with ten (10) or more years of District experience in good standing will be evaluated every three (3) years, upon agreement of the administrator. The administrator may choose to evaluate the employee on a more frequent basis, or the unit member may request a more frequent evaluation.

Permanent certificated employees with fifteen (15) or more years of Fullerton School District experience in good standing will be evaluated every four (4) years, upon agreement of the administrator. The administrator may choose to evaluate the employee on a more frequent basis, or the unit member may request a more frequent evaluation.

ARTICLE 16 - SALARIES

- A. **Five and one-half percent (5.5%)** ~~Three percent (3%)~~ on the salary schedule adjustment retro to July 1, ~~2021~~ **2022** for employees who are in paid status with the District at time of association ratification.
- a. **One and one-half percent (1.5%)** one-time off salary schedule adjustment based on an employee's ~~2021-2022~~ **2022-2023** base salary as listed on the ~~2021-2022~~ **2022-2023** salary schedule (effective July 1, ~~2021~~ **2022**) for active employees who are in paid status with the District at time of association ratification.
- ~~b. One percent (1%) one-time off salary schedule COVID-19 Seamless Service Stipend based on an employee's 2021-2022 as listed on the 2021-2022 salary schedule (effective July 1, 2021) for active employees who are in paid status with the District at time of association ratification.~~
- ~~e. A one-half percent (.5%) one-time off schedule Social and Emotional Learning (SEL) Professional Development Stipend based on an employee's 2021-2022 base salary as listed on the 2021-2022 salary schedule (effective July 1, 2021) for active employees who are in paid status with the District at time of association ratification who complete the following requirements:~~
- ~~i. The professional development options shall be presented in a virtual format and shall include video, reflective, and responsive SEL content options.~~
- ~~ii. Certificated employees are required to complete the same number of professional development hours as they work on a regular duty day (7.5 hour in most cases).~~
- ~~iii. The professional development hours are to be completed by the certificated employee outside of the normal duty day and at a location of the certificated employee's choosing.~~
- ~~iv. The certificated employee must complete an electronic self-attestation indicating that the full professional development hours have been completed.~~
- ~~v. If the certificated employee does not complete the self-attestation by May 6, 2022 at 11:59 pm the one-half percent (.5%) will be deducted from the certificated employee's May 31, 2022 pay warrant.~~

ARTICLE 17 - FRINGE BENEFITS - TA

- A. Medical
- i) 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 ~~and two-party~~ health insurance plans, **\$17,112 for full-time benefits eligible employees who qualify for employees two-party health insurance plans**, and ~~\$19,296~~ **\$20,148** annually for

full-time benefits eligible employees who qualify for family health insurance plans. The annual vendor premiums shall be paid via tenths payroll deductions. Upon ratification this change will be retroactive to October 1, ~~2024~~ **2022**. When the rates are issued for the ~~2022-2023~~ **2023-2024** health benefits year, the parties agree to open negotiations for ~~2022-2023~~ **2023-2024** to negotiate at least one (1) family health insurance plan with zero monthly contribution from the employee.

ARTICLE 18 - SAFETY -

- E. A written description of the rights and duties of all administrators and teachers with respect to student discipline, including the use of corporal punishment, and the rights of suspended students, shall be posted ~~at each school site within thirty (30) days of the effective date of this agreement~~ **on the District's website under Board Policies.**

ARTICLE 30 - MISCELLANEOUS PROVISIONS

- J. 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 providers (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 forward by both sides, seek potential improvements or solutions, and make recommendations to District Management and FETA.

~~a. Upon ratification of the 2016-17 contract, the Special Education Advisory Committee (SEAC) will actively research workload models for all Special Education classifications except for those defined by Education Code. The SEAC committee will report to the bargaining teams by January 2018 for potential contract language for workload models in the 2018-2019 school year.~~

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.

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.

~~School nurses holding the school nursing credential shall be paid a stipend of \$2,500 on the last pay warrant of the school year for 2018-2019. School nurses will move to the Speech Therapist Salary Schedule beginning with the 2019-2020 school year.~~

~~The District will fund two (2) additional six-hour (6), nine and a half (9.5) month (based on 2018-2019 SLPA FTEs) Speech and Language Pathology Assistant (SLPA) positions for the 2019-2020 school year.~~

Education Specialists with mild moderate or moderate severe assignments 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) 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. Education Specialists, at their own discretion, shall be permitted to submit a timesheet in lieu of the three (3) substitute prep days per school year and shall be compensated at the lowest full-day rate of pay for a substitute teacher.

Education Specialists with Elementary/K-8 RSP assignments shall be provided with three (3), half-day (.5) on campus prep days per school year, if there are substitutes available, for the purposes of service tracking, writing IEPs, scoring/analyzing student assessments, student observations, and IEP goal monitoring. Education Specialists with Elementary/K-8 RSP assignments, at their own discretion, shall be permitted to submit a timesheet in lieu of the three (3), half-day (.5) substitute prep days per school year and shall be compensated at the lowest full-day rate of pay for a substitute teacher.



Pamela Zinnel
Negotiations Chairperson
FETA

Date: 10/12/22



Chad Hammitt, Ed.D.
Associate Superintendent,
Human Resources

Date: 10/12/2022