

**Memorandum of Understanding (MOU)**  
**Between the Fullerton Elementary Teachers Association (FETA)**  
**and**  
**Fullerton School District (District)**

**April 1, 2021**

This MOU is agreed to between the District and FETA concerning the District's response to the COVID-19 pandemic. The District will follow the current state requirements for safely reopening schools. The parties agree this MOU shall remain in effect until the Governor, California Department of Public Health (CDPH), and/or Orange County Healthcare Agency (OCHA) determine that all students may return for in-class, on-campus instruction or June 30, 2022, whichever comes first.

**Seamless Service Stipend:**

Throughout the 2020-2021 school year, FSD Certificated employees provided seamless service to FSD students, families, and community members both in-person and virtually.

In light of this seamless service, a one-time off the salary schedule Seamless Service Stipend shall be issued to FETA represented certificated employees, who are in paid status with the District at the time of FETA ratification. The Seamless Service Stipend shall be equal to two percent (2%) of an employee's 2020-2021 base salary as listed on the 2020-2021 schedule (effective July 1, 2020). The one-time off the salary schedule Seamless Service Stipend shall be paid within 90 days of approval of the Fullerton School District Board of Trustees.

**2021-2022 Instructional Model Options:**

In April and May 2021, FSD parents will be provided with the option of selecting from a virtual instructional model, MyFSD Academy, or a pre-COVID, in-class 5-day instructional model for the 2021-2022 school year.

A joint committee composed of equal FSD and FETA representatives will meet monthly, or by mutual consent, to review program efficacy and make improvements where mutually agreed upon.

**Virtual Instructional Model:**

- All students in this model will receive the same number of daily instructional minutes as was provided prior to March 13, 2020 of synchronous/supervised asynchronous delivery using Zoom unless SB98 or similar legislation is extended. The daily schedule and instruction shall be determined, scheduled, and administered by the Bargaining Unit member with the majority of the daily instructional minutes being synchronous.

- Teachers on virtual instruction assignments shall be permitted to work from home or at school and shall be required to participate either virtually and/or in-person for all other teacher responsibilities as agreed up between the site principal and certificated staff member outside of the normal daily instructional minutes.
- Students will not be able to switch programs before a trimester end for elementary/K-8 or semester end for Jr. High, unless there are special circumstances that necessitate a program change or as mutually agreed upon the teacher and site administrator.
- Teacher selection:
  - Classroom teachers will be selected based on the number of parents requesting virtual instruction.
    - At the elementary schools, teachers (including Preschool Teachers) selected to teach virtual instruction will teach students at one (1) grade level and potentially up to three (3) grade levels. Teachers who provide virtual instruction to two (2) or more grade levels at the elementary level for the year will receive the \$2,000 combination class stipend at the end of the school year (last pay warrant). In the event the virtual classroom is closed due to enrollment, teachers will be paid a percentage of the \$2,000 stipend determined by taking the number of days of virtual instruction for at least two (2) or more grade levels divided by 180 school days.
    - At the junior high schools and 6th through 8th grades at the K-8s, teachers will be selected to provide virtual instruction in their assigned subject area. The District will attempt to have virtual teachers in each subject at each junior high/K-8 school. If there are not enough students who select virtual instruction, then one subject area teacher may teach students from more than one school or a multiple subject teacher may be selected to teach subjects in “core” classes. Teachers who provide virtual instruction for classes they are credentialed to teach to junior high students from multiple junior high school sites for the year will receive the \$2,000 stipend at the end of the school year (last pay warrant). In the event the virtual classroom is closed due to enrollment, teachers will be paid a percentage of the \$2,000 stipend determined by taking the number of days of virtual instruction divided by 180 school days.
      - Class size ratios shall remain the same as detailed in Article 14 Section A.
      - In the event the virtual classroom is collapsed and the teacher is to return to their assigned school site for in-person, on-campus instruction the teacher shall be provided with three (3) student-free days to move from virtual to in-person, on-campus instruction as described in Article 10 Section F.

- Teachers at both the elementary and junior high levels will be selected based on the following criteria:
  - 1st - Teachers who provide a medical provider's note and have been approved for temporary accommodations through an interactive process meeting with the District.
  - 2nd - Teachers who are interested in a virtual assignment will be able to submit their interest to their site administrator. Teachers who indicate they are interested will be selected based on:
    - Assignment in the grade span during 2020-2021 school year, in one of the grade levels they will be teaching in the virtual assignment for the 2021-2022 school year.
    - If two or more teachers express interest from the same grade level span, then the most senior certificated employee based on date of hire as a probationary certificated employee will be used to determine which teacher will be assigned to the virtual teaching assignment.

**Special Education Virtual Instructional Model:**

- In the event that parents of students placed in any SDC classroom choose virtual instruction in the upcoming parent survey (04/2021 and 05/2021), the district will work with Student Support Services (SSS) to provide a virtual teacher(s) who holds an appropriate credential to support the needs of students in virtual learning. The school site teacher of TK-8 grade students will remain the case manager and receive instructional support and services by the virtual teacher.
  - The identified Virtual Education Specialist will:
    - Provide virtual synchronous instruction as stated in students IEP in order to stay in compliance with state mandated instructional minutes.
    - Progress monitor goals.
    - Prepare materials for students and teachers.
    - Schedule in person one on one assessments for triennials or initials.
    - Provide support to Special Day Classrooms as directed by SSS.
    - In the event the special education teacher's caseload is small or decreases, the virtual teacher will provide in-person instruction, assessments and/or support for SDC students and collaborate with teachers in the classroom based on district needs and caseload data.
- The District will review in conjunction with SSS; the parent surveys to determine the number of students who have chosen to virtually learn in the 2021-2022 school year that require Speech and Language Services. If the amount of students exceeds 45 students, the district will allocate 1 Virtual Speech and Language Pathologist (SLP) in order to provide the following:

- Synchronous Lessons one on one or small group.
- Assist in progress monitoring of students goals.
- In the event the virtual Speech Language Pathologist's caseload decreases to below the average of 45 students, Speech Language Pathologist will provide in-person instruction, support to Speech and Language Pathologists, supervision for Clinical Fellowship candidates, and/or conduct one on one assessments based on district needs and caseload data.
- Become a Case Manager of a caseload at a school site based on district needs with staffing or increase in caseload numbers.
- In the event a school site caseload is unable to be fulfilled due to the creation of a virtual SLP, the virtual assignment will be reviewed by the SEAC Lead SLP's and the district to determine a mutually agreeable solution.

**MyFSD Academy:**


Will be a continuation of what was offered during the 2020-2021 school year.

**COVID-19 Health and Safety Requirements:**

The District will implement the COVID-19 health and safety requirements for schools as provided to the District by the California Department of Public Health (CDPH), CalOSHA, and the Orange County Healthcare Agency (OCHA). In light of evolving safety requirements for schools, health and safety requirements and our responses to them will be reviewed every two (2) weeks, or by mutual consent, by a joint committee including an equal number of FSD and FETA representatives to ensure maximum safety precautions.

**Social Emotional Learning (SEL)**

The district shall expand mental health and counseling services. The District shall expand SEL Services and mental health services as determined through collaboration with all stakeholder groups and the LCAP process in order to meet student needs. To honor the collaborative work regarding SEL between FETA and FSD during the 2019-2020 school year, the district will make every effort to hire qualified additional SEL staff for the 2021-2022 school year including but not limited to one (1) Student Success Mentor and one (1) Lead Counselor with the goal of adding two (2) additional Student Success Mentors in the future.

  
 \_\_\_\_\_  
 Pamela Zinnel

FETA Negotiations Chair

4/2/2021  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Chad Hammitt, Ed.D.

Assistant Superintendent Personnel Services  
 Fullerton School District

4/2/2021  
 \_\_\_\_\_  
 Date