Memorandum of Understanding
by and between
Fullerton Secondary Teachers Organization
and the
Fullerton Joint Union High School District

November 4, 2026

Memorandum of Understanding - Article VIII: Leaves
8.17: Catastrophic Sick Leave Bank

This Memorandum of Understanding (hereinafter, "MOU") is entered into by the Fullerton Secondary Teachers Organization (hereinafter, "FSTO") and the Fullerton Joint Union High School District (hereinafter, "District"). Collectively, they shall be referred to as "the Parties."

The Parties have met to negotiate the need to temporarily expand catastrophic leave bank procedures within the collective bargaining agreement between the Parties (hereinafter, "agreement") in order to address unforeseen circumstances and to extend the applicable timelines for bargaining unit members to enroll in the catastrophic leave bank. The Parties agree as follows:

1. Article VIII: Leaves, section 8.17 Catastrophic Sick Leave Bank, shall be expanded to define that "employees" are eligible to participate in catastrophic leave bank procedures, thereby expanding general phrasing regarding eligibility to be inclusive of all bargaining unit members.
2. Article VIII: Leaves, section 8.17 Catastrophic Sick Leave Bank, § 8.17.1 – shall remove "permanent".
3. Article VIII: Leaves, section 8.17 Catastrophic Sick Leave Bank, § 8.17.2 – shall remove "permanent".
4. Article VIII: Leaves, section 8.17 Catastrophic Sick Leave Bank, § 8.17.4 – shall remove "permanent".
5. Article VIII: Leaves, section 8.17 Catastrophic Sick Leave Bank, § 8.17.2.1 – shall be changed to "in excess of ~~ten (10)~~ nine (9) days; and" to allow for newly employed employees to donate to the bank in their first year of employment.
6. Article VIII: Leaves, section 8.17 Catastrophic Sick Leave Bank, § 8.17.2.5 – shall be changed to "so long as the minimum number of accumulated sick leave days available in the employee's own sick leave account does not fall below ~~ten (10)~~ nine (9) days at the time of donation" to allow for newly employed employees to donate to the bank in their first year of employment.
7. Article VIII: Leaves, section 8.17 Catastrophic Sick Leave Bank, § 8.17.8 – shall be removed and all subsequent sections renumbered accordingly.
8. Article VIII: Leaves, section 8.17 Catastrophic Sick Leave Bank, § 8.17.13 – shall be suspended to allow for newly eligible bargaining unit members to enroll in the catastrophic leave bank under expansion of eligibility through this MOU. Bargaining unit members shall be provided four weeks' time, following notice of their eligibility, in order to enroll in the catastrophic leave bank.
9. This agreement will be attached as an appendix to the current agreement between the Fullerton Joint Union High School District and Fullerton Secondary Teachers Organization/CTA/NEA 2025- 2028 identified as a MOU. This MOU will replace the provisions of the aforementioned agreement. This agreement shall serve to bridge the gap between the agreement and expansion of the catastrophic leave bank procedures until such time as successor language is negotiated or until such time that either party provides written notice to the other party of its intent to negotiate changes impacting this agreement. This MOU expires on June 30, 2028, unless the parties mutually agree during the successor agreement negotiations in Spring 2028.

The parties will send a joint memorandum to impacted bargaining unit members explaining their eligibility and providing notice of timelines for enrolling in the catastrophic leave bank.

Nothing in the MOU is intended to set a precedent or establish a past practice.

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For FSTO

Magdalena Villalba
FSTO President
November 4, 2026

Mike Reid
FSTO Negotiations Chair
November 4, 2026

For District

Mark Miller
Assistant Superintendent, Human Resources
November 4, 2026