A Contract Agreement

Between

FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

And

FOLSOM CORDOVA EDUCATION ASSOCIATION

Covering the Period

July 1, 2022-to- June 30, 2023

TABLE OF CONTENTS

TABLE OF CONTENTS	i
ARTICLE 1 – AGREEMENT	1
ARTICLE 2 – RECOGNITION	1
ARTICLE 3 – NEGOTIATIONS PROCEDURES	1
ARTICLE 4 – ASSOCIATION RIGHTS	1
ARTICLE 5 – DISTRICT RIGHTS	2
ARTICLE 6 – GRIEVANCES	2
ARTICLE 7 – NEW BARGAINING UNIT MEMBER ORIENTATION	5
ARTICLE 8 – WORK YEAR, WORK DAY, HOURS OF EMPLOYMENT	6
ARTICLE 9 – LEAVES OF ABSENCE	14
ARTICLE 10 – CLASS SIZE	28
ARTICLE 11 – TRANSFERS	31
ARTICLE 12 – TEACHER EVALUATION	35
ARTICLE 13 – PERSONNEL FILES	48
ARTICLE 14 – SAVINGS	48
ARTICLE 15 – SAFETY	48
ARTICLE 16 – COMPENSATION	51
ARTICLE 17 – TRAVEL EXPENSES	53
ARTICLE 18 – PERSONAL AND ACADEMIC FREEDOM	53
ARTICLE 19 – MISCELLANEOUS PROVISIONS	53
APPENDIX A – CERTIFICATED EMPLOYEE BENEFITS	57
APPENDIX B – OFFICIAL WORK YEAR AND RATIO FACTORS FOR CERTIFICATED PERSONNEL	58

APPENDIX C – BASIC TEACHER SALARY SCHEDULE 59

APPENDIX C-1 – 2022-2023 CERTIFICATED SALARY SCHEDULE 63

APPENDIX C-2 – 2023-2024 SPEECH LANGUAGE PATHOLOGIST SALARY SCHEDULE 64

APPENDIX D – CERTIFICATED EXTRA CURRICULAR STIPEND SCHEDULES 66

APPENDIX D-1 – CLUBS 67

APPENDIX D-2 – ATHLETICS 68

APPENDIX D-3 – MUSIC 70

APPENDIX D-4 – SPECIAL SERVICE-ANNUAL 71

APPENDIX D-5 – SPECIAL SERVICE-PER ACTIVITY 72

APPENDIX D-6 – SPECIAL SERVICE PER HOUR 73

APPENDIX E-1 – USE OF CURRENT SECONDARY AND ELEMENTARY SCHOOL STAFF FOR SUB DURING THEIR PREP 74

APPENDIX E-2 – MYP PROGRAM AT MITCHELL / CONTACTS / CLASS SIZE / EARLY OUT 75

APPENDIX E-3 – MITCHELL MIDDLE SCHOOL SCHDULE CHANGE 76

APPENDIX E-4 – AFJROTC AEROSPACE SCIENCE INSTRUCTOR WORK YEAR AND SALARY SCHEDULE 77

APPENDIX E-4 ATTACHMENT A – 2022-2023 CERTIFICATED SALARY SCHEDULE AFJROTC AEROSPACE SCIENCE INSTRUCTOR 78

APPENDIX E-5 – SPECIAL EDUCATION INTERN TEACHER MENTORS 79

APPENDIX E-6 – STIPEND AND EXPECTATIONS FOR EQUITY LEADERS 82

APPENDIX E-7 – OPTIONAL NPROFESSIONAL DEVELOPMENT DAYS 2022-2023 & 2023-2024 SCHOOL YEAR 83

APPENDIX E-8 – TRANSITION TO FULL-DAY K-2 85

APPENDIX E-9 – COMMON PLANNING TIME AT ELEMENTARY SCHOOLS 88

APPENDIX E-10 – ACADEMY AGRICULTURE AND CULINARY TEACHER RATIO FACTOR 90

APPENDIX E-11 – SECONDARY CTE TEACHER STIPEND 92

APPENDIX E-12 – COMPENSATION FOR ADDITIONAL DUTIES FOR NURSE PRACTITIONERS 93

APPENDIX E-13 – COMMON PLANNING TIME FOR SPECIAL EDUCATION PRESCHOOL 94

APPENDIX E-14 – NEW TEACHER TRAINING / PROFESSIONAL DEVELOPMENT DAYS 96

ARTICLE 1 – AGREEMENT

1.1 This is an Agreement made and entered into between the Folsom Cordova Unified School District (hereinafter referred to as "District") and the Folsom Cordova Education Association, an affiliate of the California Teachers Association/National Education Association, (hereinafter referred to as "Association"). This agreement covers the period of July 1, 2022, to June 30, 2023.

1.2 This agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of Division 4 of Title 1 of the *Government Code of California*.

ARTICLE 2 – RECOGNITION

2.1 The District recognizes the Folsom Cordova Education Association as the exclusive representative for the unit of employees as follows: regular, full-time and part-time certificated classified as temporary, probationary or permanent certificated employees. The bargaining unit shall exclude Adult Education Teachers, Home Hospital Teachers, and Substitute Teachers who are not working under contract, and all classified Management, Supervisory and Confidential employees.

ARTICLE 3 - NEGOTIATIONS PROCEDURES

3.1 Re-openers

3.1.1 Each party may re-open two (2) non-monetary Articles or topics of bargaining each year for the length of the contract. By mutual agreement of both parties, an exception may be made to reopen issues related to benefits.

3.1.2 By mutual agreement, the parties may extend the term of this contract June 30, 2023.

3.1.3 All meetings will be held as mutually agreed.

3.1.4 The District will provide a reasonable amount of release time for a reasonable number of Association members for negotiations.

ARTICLE 4 - ASSOCIATION RIGHTS

4.1 Subject to current District Administrative Regulation (AR) 4119.25, the Association shall have the right to access the areas in which employees work; to use institutional bulletin boards, mailboxes, and other means of communications; and to use institutional facilities for the purpose of Association meetings.

4.1.1 Association representatives may address the Board of Education as provided by law and school board policy.

4.1.2 The names and addresses of employees in the bargaining unit will be available to the Association President no later than November 1st of each school year.

4.1.3 The Superintendent or designee will meet with representatives designated by the bargaining unit on no less than a monthly basis throughout the current school year, July 1 - June 30, at mutually agreed upon dates and times to discuss employee concerns, proposed policy changes, and new policy pertinent to unit members (4000 & 4100 series), and to obtain input which is outside the realm of the contract.

4.1.4 The representatives will be notified of anticipated changes in the District policies and regulations that affect or change working conditions for unit members.

4.2 Problem Solving

4.2.1 The primary focus is on site certificated staff and site administrators solving site related problems at the lowest possible level and in a timely manner. Schools will hold a minimum of two (2) regular meetings between the building reps and site

administrators each month or on an as-needed basis. Additional meetings may be scheduled as needed. Schools will credit building reps with two (2) adjunctive duty assignments as part of this program.

4.3 Agenda Reports

4.3.1 FCEA shall be included on the agenda for a regular site-based faculty meeting to provide an opportunity for the building representative to make a FCEA report. This report shall not be related to job actions of any kind, or any topic/comment which could be construed as negative toward the District or its officers, agents, or employees.

ARTICLE 5 - DISTRICT RIGHTS

5.1 The exclusive representative recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board or the duly authorized representatives designated by the Board to act on its behalf. The District, on its own behalf and on the behalf of the electors of the District, hereby retains and reserves unto itself, as limited only by the terms and provisions of this Agreement, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws, the Constitution of the State of California, and the Constitution of the United States, including, but without limiting, the generality of the foregoing, the rights:

5.1.1 To determine and administer policy.

5.1.2 Subject to the provisions of the law, to hire all employees, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote all such employees.

5.1.3 To determine the number and kinds of personnel necessary for the efficient operation of the District and to direct their activities.

5.1.4 To determine the curriculum.

5.1.5 To build, move, or modify the facilities.

5.1.6 To develop and administer the budget.

5.1.7 To determine the methods of raising revenue.

5.1.8 To contract out work.

5.1.9 To take action on any matter in the event of an emergency.

5.1.10 To delegate to the Superintendent, and other legally appointed officers, the operation of the schools, the executive management, and administrative control of the school system, its priorities, and facilities, including, but not limited to, innovative and experimental exploration in the field of education, experimental and innovative uses of District facilities, and experimental and pilot investigation of new educational programs. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the employer, the adoption of policies, rules, and regulations, and practice in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the laws of the State of California.

5.2 Nothing in this Article shall be interpreted to preclude the Association from exercising its right to consult as set forth in *Government Code* 3543.2.

ARTICLE 6 – GRIEVANCES

6.1 Purpose and Intent

6.1.1 This Grievance Procedure is established to provide a process through which the exclusive representative or an employee might attempt to resolve a grievance with

his/her immediate supervisor and, if necessary, with the District Superintendent (or designee), an advisory arbitrator, and the Board of Education. It is the intent of this policy that grievances be resolved at the lowest possible level.

6.2 Definitions (Applicable to all segments of this Article)

6.2.1 A *"grievance"* is a formal written allegation by a grievant that he/she has been adversely affected by the misinterpretation, misapplication, or violation of this Agreement.

6.2.2 The *"grievant"* is the unit member, unit members, or the Association making the claim.

6.2.3 A *"grievance officer*" is the administrator responsible at each step for providing a decision to the grievant.

6.2.4 A *"day"* is any day in which the grievant is normally required to perform services for the District under his/her regular yearly contract, excluding summer school.

6.2.5 The *"immediate supervisor"* is the lowest level administrator having immediate jurisdiction over the grievant who has been designated by the Superintendent or the Board of Education to administer grievances.

6.2.6 A *"conferee"* may be a District staff member, administrator, District counsel, certificated employee counsel, or a representative of a recognized certificated employee organization.

6.2.7 An *"advisory arbitrator"* shall be an impartial third party who is neither an employee of the District nor an employee or member of the employee association.

6.3 Timetable

6.3.1 To ensure the prompt resolution of a grievance, specific time limits have been established. However, they may be extended as necessary with the consent of both parties (District designated grievance officer and grievant). If at any level or step the grievance is not resolved to the satisfaction of the grievant, it may be appealed to the next level or step, according to the established procedures.

6.4 Informal Level

6.4.1 Before filing a formal written grievance, the grievant shall attempt to seek a resolution by an informal conference with his/her immediate supervisor. This informal conference shall be held within ten (10) days after the grievant had knowledge of the occurrence, act, or omission giving rise to the grievance.

6.5 Formal Level

6.5.1 The following steps and procedures are established should the grievant wish to appeal a grievance decision:

6.6 Step 1: Immediate Supervisor

6.6.1 Within ten (10) days after the informal conference, the grievant must present his/her grievance in writing on the appropriate form to his/her immediate supervisor.

6.6.1.1 This statement shall be a clear, concise statement of the grievance, the circumstances involved, including the specific contract provision violated, the decision rendered at the informal conference, and the specific remedy sought.

6.6.1.2 The grievance form will be signed by the grievant, the date and time of presentation affixed thereto, and signed as received by the immediate supervisor.

6.6.2 The immediate supervisor shall communicate his/her decision to the employee in writing within ten (10) days after receiving the formal grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.

6.6.3 Within the above time limits, either party may request a personal conference. (Immediate supervisor/employee/association representative.)

6.7 Step 2: Office of the Superintendent

6.7.1 In the event the grievant is not satisfied with the formal written decision of the immediate supervisor in Step 1, the grievant may (within ten [10] days of the formal written decision rendered in Step 1) appeal the decision on the appropriate form to the District Superintendent or designee. Forms are to be made available at school and departmental locations by the District grievance officer.

6.7.1.1 This statement should include a copy of the original grievance, the decision rendered by the immediate supervisor, and a clear, concise statement of the reasons for the appeal.

6.7.2 The Superintendent or designee shall communicate his/her decision within ten (10) days after receiving the appeal. Either the grievant or the grievance officer may request a personal conference within the above time limits. If the Superintendent or designee does not respond within the time limits, the grievant may appeal to the next step.

6.7.3 If the aggrieved party is not satisfied with the decision of the Superintendent or designee, he/she may submit a request for advisory arbitration to the Association Executive Board who will decide upon the merit of the case.

6.8 Step 3: Advisory Arbitration

6.8.1 If the Association proceeds to arbitration, it shall notify the District in writing within ten (10) days of the Step 2 decision.

6.8.2 Within ten (10) days the Association and the District grievance officer shall attempt to agree upon an advisory arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the advisory arbitrator. The order of striking shall be determined by lot.

6.8.3 The fees and expenses of the advisory arbitrator and the hearing shall be borne equally by the District and the grievant. All other expenses shall be borne by the party incurring them.

6.8.4 The advisory arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted. If the parties cannot agree upon a submission agreement, the advisory arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

6.8.5 The advisory arbitrator will have no power to add to, subtract from, or modify the terms of this agreement, or the written policies, rules, regulations, and procedures of the District.

6.8.6 After a hearing and after both parties have had an opportunity to make written arguments, the advisory arbitrator shall submit, in writing, to all parties, his/her findings and recommendation for possible implementation by the Superintendent or designee within thirty (30) days.

6.9 Step 4: Governing Board

6.9.1 If either party fails to appeal the award within the time limits established, the recommendation of the arbitrator shall be implemented. However, if either of the parties is not satisfied with the recommendations of the advisory arbitrator, a written appeal may be made to the Governing Board within ten (10) days following receipt of the advisory arbitrator's report. A copy of the appeal shall be

submitted to the Superintendent (and the other parties to the grievance, i.e., grievant, immediate supervisor.)

6.9.2 The Governing Board has the power to render a final and binding determination of a grievance. The recommendation of the arbitrator shall only be advisory; and if, upon review, the Governing Board determines that it is unable to render final determination on the record, it may re-open the record for the taking of additional evidence.

6.9.3 When the Governing Board has reached a decision, the Superintendent or designee will be directed to inform the parties and implement the decision.

6.9.4 Nothing in this Article shall preclude the grievant from seeking judicial review of the Governing Board's decision, including, but not limited to, Section 3548.6 and 3548.7 of the *Educational Employment Relations Act*.

6.10 General Provisions

6.10.1 A conferee may be present at any conference or meeting of the grievant and the immediate supervisor; of the grievant and the grievance officer; of the grievant and the arbitrator; of the grievant and the Board of Education established as a part of the formal level of this grievance procedure, if specifically requested by a party to the grievance. This should not preclude the right of either party to separately make an investigation of the facts without the presence or interference of a conferee.

6.10.2 Any person involved in the grievance process who intends to be represented by a conferee at any meeting shall give notice at least twenty-four (24) hours, but not more than five (5) days, in advance of said meeting to the grievance officer designating who such representative shall be. Such notice may be waived by mutual consent.

6.10.3 The files of the grievance and disposition thereof shall be entered into the personnel files of any employee involved in the grievance only as required to implement the disposition of the case as provided by policy and Ed. Code.

6.10.4 Actions to challenge or change the policies of the District or any specific contract provision must be undertaken under separate legal processes.

6.10.5 Other matters for which a specific method of review is provided by law, by the policies of the Board of Education, or by the Administrative Regulations and procedures of this school district are not within the scope of this procedure.

6.10.6 If the grievance arises from action or inaction on the part of a member of the administration at a level above principal or immediate supervisor, the grieved person or the Association shall submit such grievance in writing to the Superintendent; and the processing of such grievance shall begin at Step 2.

ARTICLE 7 - NEW BARGAINING UNIT MEMBER ORIENTATION

FCUSD recognizes that its relationship with FCEA is a partnership that works to accomplish mutual interests and wants to nurture that relationship with open communication and access to information.

7.1 District Notice to FCEA of New Hires

7.1.1 Each time a person is newly employed in a position in the bargaining unit, the District shall inform the new employee of their employment status, rights, benefits, duties, responsibilities, and other related matters.

7.1.2 At the conclusion of each school board meeting, the FCEA President will receive a list of new bargaining unit member hires. Additionally, within forty-eight (48) hours of said meeting, an electronic copy of the personnel action sheet will be sent to the FCEA President.

7.2 FCEA Orientation/Onboarding Time

7.2.1 Given the legislative mandate to provide direct access to new employees during an orientation process, FCUSD agrees that it will provide no less than 10-days-notice to FCEA of any scheduled group orientations for new employees. FCEA will be given one (1) hour prior to the lunch break at the orientation to present Association information. FCEA will provide meals for the new hires and meet new employees for membership questions during the lunch hour. FCUSD will resume with the District part of the orientation after the lunch break.

7.2.2 The District administration will excuse themselves during the Association's orientation time.

7.2.3 FCEA may invite California Teachers Association (CTA) endorsed vendors and CTA staff to orientation/on-boarding meetings.

7.2.4 With the assistance of the District, FCEA will prepare a video presentation outlining the areas they wish to cover with new employees.

7.2.5 FCUSD will embed this video as a part of the online onboarding procedure requiring all new certificated employees to view as a condition of employment. The district shall also include a link to an electronic copy of the FCEA membership application and to the FCEA website.

7.2.6 FCUSD will pay for one release day for the FCEA Vice President or assigned designee to meet with newly hired employees at the beginning of the second semester.

7.3 Bargaining Unit Member Information

7.3.1 The following information for all Bargaining Unit Members will be sent from the District to the FCEA President electronically in Excel or another agreed-upon format on the first working day of each quarter: August, October, January, and March:

- Name
- Home Address
- Phone Numbers (Cell, Home)
- Personal Email Address (Not district email, if on file)
- Date of Hire
- School Site
- Job Title
- Employment Status (Permanent, Probationary, Temporary)

ARTICLE 8 - WORK YEAR, WORK DAY, HOURS OF EMPLOYMENT

8.1 Work Year

The work year shall be a total of 184 working days, including at least one (1) in-service day and one (1) work day*. The last working day of the school year shall be designated as an operational day unless needed for an emergency student day.

*Work day is for teacher preparation. No scheduled and/or involuntary meetings will be conducted.

8.1.1 All new certificated employees in the Special Education Department shall, in addition to the days set forth in Article 8.1, have two (2) professional development days paid at their daily rate. These dates are mandatory and shall be scheduled by the Special Education Department.

8.2 Work Day/Hours of Employment

The unit member's working day shall be as administratively required to perform professional duties. A unit member will be expected to be on-site not later than fifteen (15) minutes prior to the school's regular instructional day. The length of the duty day shall not be less than fifteen (15) minutes following the conclusion of the school's regular instructional day unless early release is authorized by the site administrator/designee.

8.2.1 Teachers at the middle and high schools who have common planning time (CPT) will be given relief from either the fifteen (15) minutes before school or the fifteen (15) minutes after school for the longer work week requirement of CPT.

8.3 Full-Time Equivalency Ratios

The purpose of these ratios is for determining compensation for less than full-time teachers and teachers working a prep period.

8.3.1 Elementary:

Full Time = 100%; Half Time = 50%; One (1) Day per Week = 20%

8.3.2 Secondary: (used to calculate working prep)

3 Period Working Day	
One Period	33%
Two Periods	67%
Three Periods (+ Prep)/Full Time	100%
5 Period Working Day	
One Period	20%
Two Periods	40%
Three Periods	60%
Four Periods	80%
Five Periods (+ Prep)/Full Time	100%
6 Period Working Day	
One Period	17%
Two Periods	33%
Three Periods	50%
Four Periods	67%
Five Periods	83%
Six Periods (+2 Preps)/Full Time	100%

8.4 Full-Time Teachers Working a Prep Period

Any comprehensive secondary school that has administratively determined that additional "last minute" sections/courses are needed, particularly when enrollment exceeds projections, and hiring staff for hard-to-fill sections/courses is difficult, may fill additional sections/courses using current full-time (1.0 FTE) staff members under the following conditions:

8.4.1 The sections are temporary, filled as soon as possible with suitable candidates and will be limited to one semester at a time.

8.4.2 The sections may be scheduled during "zero" period, if appropriate.

8.4.3 On a voluntary basis only, current staff may volunteer for sections for which they are qualified.

8.4.4 If multiple full-time staff members are interested and qualified for one of these temporary sections, yearly selections will be made on a rotating basis.

8.4.5 Use table from 8.3 to determine additional FTE percentage; using this percentage, compensation will be prorated at his/her step placement on the salary schedule.

8.4.6 Amounts over 100% (1.0 FTE) are only applied to the STRS supplemental account. Any percent over 100% is not considered base salary schedule placement.

8.5 Instructional Schedules

8.5.1 All staff at the middle and high schools shall be provided a weekly opportunity for common planning time (CPT).

8.5.1.1 CPT is designed to permit staff the opportunity to implement the programs connected with restructuring activities, to coordinate WASC activities, plan, develop, and implement the latest research guidelines for best practices, and to provide articulation between middle school and high school departments.

8.5.1.2 The length of the common planning day will not exceed the number of minutes in a regular school day.

8.5.1.3 CPT at the high school levels will include regular staff, division, WASC, and collaboration meetings. (Site Leadership/Division Leader meetings will not be included in CPT.) Meetings held outside of school hours henceforth will be on a volunteer basis, unless unforeseen circumstances require such a meeting.

8.5.1.4 CPT at the middle school levels will be utilized to incorporate ideas from the latest research on middle school instruction, allow time for teachers to plan collaboratively, and do other activities as needed to improve school functioning, and shall, based on consent by both the site administrator and middle school staff, include periodic or regular staff meetings.

8.5.1.5 At the high school level, a minimum day will be scheduled for the Back-to-School Night and Open House if either is scheduled. Every attempt will be made to schedule a minimum day whenever teachers are required to attend similar after school activities.

8.5.1.6 At the middle school level, the sites will determine minimum day placement.

8.5.2 Middle School Homeroom/Advisory – Currently, middle schools use either a six (6), seven (7), or an eight (8) period "academic" class schedule with an additional Homeroom/Advisory period.

8.5.2.1 For the "typical" six academic periods, Article 10.1 is still in effect where there is a maximum of 175 daily student contacts for academic classes and a maximum of 200 daily contacts for the P.E. and music classes.

8.5.2.2 The Homeroom/Advisory period is designed to foster close personal relationships with students to develop social and academic skills. The advisory period shall be designed to meet each school's needs. It shall not result in additional preparation, grading, or increased duties for teachers.

8.5.3 High School Advisory – If Advisory exists at the high school level, it shall be designed to meet each school's needs. It may result in minimal additional preparation, grading, or increased duties for teachers.

8.5.4 Flexible Instruction Time at Secondary Schools -

FCEA and FCUSD agree to implement flexible intervention/enrichment periods at the schools where at least 75% of the site FCEA members vote to implement.

a. Each secondary school will determine the number of minutes for intervention/enrichment and which days of the week these classes will occur.

b. On each site, departments will determine the level of need for intervention, enrichment, and flexible learning throughout the year. While all teachers will

participate, assignment to intervention and/or enrichment shall be voluntary. Any teacher who does not volunteer for intervention or enrichment will be assigned to supervise study hall.

c. Teachers will be provided the time necessary to work with their departments during PLC time on early release days to place students in appropriate intervention classes.

8.6 District Librarian shall be on duty fifteen (15) minutes more than the daily hours required of the District's classroom teachers in 8.2. Specific hours and work locations for employees in these positions shall be determined by the administrator.

8.7 Psychologists shall be on duty a minimum of sixty (60) minutes more than the daily hours required of the District's classroom teachers in 8.2. Specific hours and work locations for employees in these positions shall be determined by the administrator.

8.8 It is recognized that employees' duties and responsibilities can continue beyond the normal workday. Examples of duties for which employees may be assigned are:

- Student supervision (Secondary)
- District or school level in-service
- Faculty meetings
- Parent conferences
- Back to school nights
- Graduations
- Open House

8.8.1 Site administration will schedule after school meetings and evening events in a reasonable fashion, so as not to have too many commitments in any given week.

8.8.2 Adjunctive duties will be distributed in a fair and equitable way, giving teacher preferences first consideration. An adjunctive duty is an unpaid assignment related to the school site that typically occurs outside the instructional day (by way of illustration, and not limitation, this includes CAC, FCEA rep, PTA, etc.).

8.9 Each full-time employee shall have a continuous duty-free lunch period each working day of not less than thirty (30) minutes.

8.10 Employees may not be involuntarily assigned to perform duties listed on the extracurricular assignment pay schedule. Once such an assignment has been voluntarily accepted, it must be fully completed.

8.11 <u>Elementary Prep (TK-6)</u>

8.11.1 A minimum of sixty (60) minutes per week of preparation time will be provided for self-contained classroom teachers in grades TK through 3. Self-contained classroom teachers in grades 4-6 shall receive 100 minutes per week. This assumes a five (5) day work week.

8.11.2 <u>Guidelines for Elementary Prep Time</u>

8.11.2.1 <u>Definition</u>:

8.11.2.1.1 Prep time is a professional time to prepare for teaching, communicating with parents, collaboration, etc.

8.11.2.1.2 Prep time is not for personal business. Should a teacher need to leave the campus, he/she must notify the site administrator/designee.

8.11.2.2 <u>Curriculum</u>:

8.11.2.2.1 Physical education (sixty [60] minutes) will be offered during the primary prep for grades TK-3. Physical education (thirty [30] minutes) and music (seventy [70] minutes) will be offered during the intermediate prep for grades 4-6.

8.11.2.3 Special Classes/Aides/Support Personnel:

8.11.2.3.1 Based on IEP and in consultation with the site administrator, each self-contained class at the school site may be combined with an appropriate general education class. All self-contained aides must go with the class during the self-contained teacher's prep time to assist with the self-contained students.

8.11.2.3.2 Support personnel who do not teach self-contained classes do not receive prep time provided by specialist teachers (speech pathologists, psychologists, resource specialist program teachers, etc.).

8.11.2.3.3 Non-self-contained aides, Bi-lingual aides, etc., who are assigned to a class during that teacher's prep time will remain with the class to assist the specialist teacher.

8.11.2.4 Scheduling:

8.11.2.4.1 The District will establish and maintain a ratio of 1:24 – one elementary specialist teacher for every twenty-four [24] eligible teachers (general education and self-contained) for the original sixty (60) minutes. The ratio for the additional forty (40) minutes shall be 1:32. If, at a particular school site, this ratio is inadequate to provide the elementary prep time in the allocated amount stated above, then adjustments will be considered on a case-by-case basis. As adjustments in the number of classes assigned to schools are made, schedules will be adjusted.

8.11.2.4.2 Physical education specialist teachers will be scheduled to no more than nine sections each day (on non-travel days) and teach no more than forty-one (41) sections each week.

8.11.2.4.3 Music specialist teachers will be scheduled to no more than three (3) schools per day and teach no more than thirty-one (31) sections each week.

8.11.2.4.4 Site administrators will review and approve the scheduling of classes. Schedules for minimum and super minimum days must also be developed, as prep time will occur according to a pro-rated shortened schedule, except specialist teachers that travel to more than one school on a single day.

8.11.2.4.5 Music and MTSS schedules will be developed first; physical education will be scheduled second. These schedules will take priority over individual classroom schedules and all other schedules. (The bell schedule may need to be modified to accommodate the prep schedule. Someone will be scheduled for prep time throughout the teaching day, from beginning to end, in most cases.)

Recommendation: Perhaps the best time to schedule prep for the self-contained teacher is when the greatest number of students are already included in general education instruction. That way, the least number of self-contained students will join an appropriate general education class.

8.11.2.4.6 Prep time will not be scheduled during a classroom teacher's recess or lunch period. If a teacher's prep time falls on a holiday or non-student day, the prep time for that day is not rescheduled. Prep schedules will not be changed for individual teacher needs (i.e., field trips, classroom teacher absence, special programs).

8.11.2.4.7 Teachers assigned a Monday prep time schedule during one school year will not be scheduled the following year for a Monday schedule. Monday prep time schedules need to rotate through staff members for equity because of the number of holidays and non-student days which fall on Mondays. (This does not mean that schools with staff turnover always assign the newer teachers to a Monday schedule and senior teachers never take a turn at a Monday schedule.)

8.11.2.4.8 Specialist teachers will be selected and ready for prep to start by the first day of school. Classroom teachers and specialist teachers may mutually agree when to start prep at a later date.

Recommendation: That classroom teachers and specialist teachers work jointly to establish clear expectations and procedures for students.

8.11.2.5 Specialist Teachers:

8.11.2.5.1 The specialist teacher is responsible under the FCEA teachers' contract to be at his/her site for work fifteen (15) minutes before and fifteen (15) minutes after the students' instructional day. Part-time specialist teachers will add fifteen (15) minutes before and after their prorated day.

8.11.2.5.2 Specialist teachers will not be scheduled for any recess/bus supervision duties. Should an emergency situation arise, specialist teachers may be assigned supervision duties on an equitable basis.

8.11.2.5.3 Specialist teachers will have the same number of minutes for lunch and recess breaks as the classroom teachers at the site. Transition time is not considered part of lunch or recess break.

8.11.2.5.4 Specialist teachers will coordinate with site administrators to attend an equitable number of staff meetings, non-student in-service days, District in-service days, etc., comparable to regular classroom teachers.

8.11.2.5.5 The specialist teacher is responsible for short-term and long-term planning and lesson planning comparable to classroom teachers.

8.11.2.5.6 When the specialist teacher is absent, substitutes will be secured in the same manner as for a regular classroom teacher. When a full-day substitute is secured for a less than full-time specialist teacher, the site administrator will assign the substitute teacher responsibilities for a full day of work.

8.11.2.5.7 During assemblies or special programs that interrupt the regular schedule, the specialist teacher is responsible for the students of his/her assigned class at that assembly, etc. The classroom teacher receives prep time.

8.11.2.5.8 The site administrator is responsible for the evaluation of non-traveling specialist teachers. If a specialist teacher teaches at more than one site, those administrators need to determine each year which one is the primary evaluator, with input from the other(s). Each administrator will share the observation portion of the evaluation. Specialist teachers assigned to multiple sites with a district-wide administrator may be evaluated by the administrator.

8.11.2.5.9 All contract language on class size applies to specialist teachers as well.

8.11.2.6 Timeliness:

8.11.2.6.1 Both the classroom teacher and the specialist teacher are responsible for following the scheduled prep times. Should tardiness occur, lost prep time will not be made up.

8.11.2.6.2 Each classroom teacher is responsible for delivering the students at the scheduled time to the specialist teacher and picking up the students at the end of the prep schedule.

8.11.2.7 Supplies and Equipment:

8.11.2.7.1 Supplies and equipment for specialist teachers providing prep time are funded through the site's budget and any other monies available to that school (PTA, grants, etc.). Monies should be budgeted for specialist teachers using the same process as for classroom teachers.

8.11.2.8 Facilities:

8.11.2.8.1 Priority usage of the multi, playground areas, and equipment for the specialist teacher should be coordinated and calendared in advance.

8.11.2.8.2 Site administrators shall develop a "rainy day" and extreme weather plan for specialist teacher use of facilities. Priority for facilities is given to the specialist teacher to meet student needs over extracurricular student activities.

8.11.2.8.3 School sites shall provide access to a computer and identified work area for the specialist teachers. Schools need to provide a safe place for the specialist teacher to keep personal belongings. Appropriate and safe storage will be provided for instructional materials.

8.11.2.8.4 The classroom teacher may choose to work in the classroom during their prep time. Specialist teacher will be given priority access to classroom computer and audio-visual equipment with prior notice.

8.12 Secondary Prep (6-12)

8.12.1 At the Secondary level, a full-time teacher will be provided a scheduled prep period equivalent to five (5) class periods each five (5)-day week. Full-time teachers on a

four (4)-period A-B block schedule shall be provided, whenever possible, a scheduled prep period each day.

8.12.2 It will be the District's responsibility to assign someone to make a reasonable effort to obtain a substitute when requested for half-day or full-day teacher's absence, in lieu of utilizing teachers on prep time to cover these absences.

8.12.3 Administrators may assign teachers to cover classes during their prep period as long as this is done in a fair and equitable manner.

8.13 Secondary Supervision (6-12)

8.13.1 At the secondary level (grades 6-12), paid, non-adjunctive student supervision beyond the normal workday shall be on a volunteer basis provided that if sufficient volunteers are not forthcoming at a particular school, the principal or designee may assign such supervision. Such assigned supervision shall be made in an equitable manner at each location. Teachers may trade supervision assignments with each other if both parties agree to the exchange. The responsibility to communicate the change and to ensure coverage remains with the assigned teacher.

8.14 Teacher Visitation

8.14.1 Professional visitations to another site will be on an as needed basis as determined by the site administrator.

8.15 180-Minute Super Minimum Day - End of each trimester for elementary (K-5)

8.15.1 The elementary student school day (grades K-5) will be increased by two (2) minutes to allow a super minimum day at the end of the 1st, 2nd, and 3rd trimesters. The super minimum days will be within two (2) days prior to, or following, the end of the trimesters. This time will be used to prepare for Parent-Teacher conferences and to complete grading and report cards.

8.15.2 TK teachers will be allowed up to five (5) 180-minute minimum days each school year. These minimum days will be used to prepare for Parent-Teacher conferences and prepare report cards. Since TK conferences do not coincide with the end of each school calendar trimester, TK teachers will be allowed to use these days based upon individual school needs for TK conferences and report cards. Scheduling of parent conferences (either in March or April) will be determined and coordinated by the site administrators based upon consultation and input from teachers to meet individual school TK program needs.

8.16 240-Minute Minimum Days

8.16.1 The elementary student school day (grades K-5) is increased to allow ten (10) 240-minute days. The middle school student school day (grades 6-8) and the high school student day (grades 9-12) are increased to allow seven (7) 240-minute minimum days. The middle and high schools may have one additional minimum day (total of eight [8]) if the annual instructional minutes are maintained and if the additional day is used for an Open House. These minimum days are to be used for, but are not limited to: Back-to-school night preparation; open house preparations; parent teacher conferences; and final exams.

8.17 IEP Meeting Attendance

8.17.1 When unit members are required by law to attend IEP meetings:

8.17.1.1 The District will make every reasonable effort for IEP's to be scheduled and completed during the unit member's contract day. Every attempt will be made to schedule a student's IEP team meeting at a time that is mutually convenient for the parent/guardian and school staff.

8.17.1.2 The District shall make every effort to provide substitute teachers for unit members to attend IEP meetings.

8.17.1.3 Unit members shall contact the IEP chairperson if that member cannot attend a scheduled IEP.

8.17.1.4 Unit members shall not be required to attend IEP meetings on their days off.

8.18 Elementary Supervision Time

8.18.1 Elementary supervision is based on the number of K-6 regular classroom teachers at each school site times sixteen (16) minutes per teacher. Daily hour allocation will be calculated and provided to school sites prior to the start of each school year. Kindergarten teachers shall be entitled to one (1) daily relief period of not less than 15 minutes.

8.19 Overnight Field Trips/Extended Workday

8.19.1 Teacher participation in overnight field trips shall be voluntary. It shall not be a requirement of a teaching assignment, and lack of participation shall not result in teacher reassignment.

8.19.1.1 In the event that a unit member elects to not attend an overnight field trip, the site administrator shall seek a site member to volunteer for replacement. If the administrator is unable to find a volunteer, the district shall attempt to find a suitable volunteer to attend the trip.

8.19.1.2 In the event that adequate supervision is not obtained, the field trip will be cancelled.

8.19.2 Principals and teachers shall work collaboratively to plan overnight field trips.

8.19.3 A staff member who accompanies students on an overnight field trip and is responsible for students beyond the regular instructional day will be released fifteen (15) minutes after the students return to school and leave for home. If that school day has ended, however, the staff member will be released when all students are safely off campus.

ARTICLE 9 - LEAVES OF ABSENCE

9.1 General Provisions Applicable to All Leaves

9.1.2 For the life of this Agreement, the District will maintain the following leave provisions.

Definitions: The following definitions apply only to this Article (9).

9.1.2.1 Member of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, or grandchild of the employee or the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, any relative living in the immediate household of the employee, or a domestic partner.

9.1.2.2 Domestic Partnership: Domestic partners are two persons, each aged eighteen (18) or older, who have chosen to live together in a committed relationship and who have agreed to be jointly responsible for living expenses incurred during the domestic partnership.

9.1.2.2.1 "Live together" means that two people share the same living quarters. Each partner must have the legal right, documented in writing, to possess the living quarters.

9.1.2.2.2 "Responsible for living expenses" means that the partners are jointly responsible for the common welfare and financial obligations of each other which are incurred during the domestic partnership.

9.1.2.2.3 Neither shall have been a member of another domestic partnership within the previous six (6) months, unless that domestic partnership terminated by death.

9.1.3 Upon recommendation of the Superintendent or designee, the Board of Education may approve leaves of absence for employees, with or without pay, as prescribed in the provisions of this Agreement.

9.1.4 In the event of a suspected or actual work stoppage, strike, slowdown or other concerted activity, the District may require prior approval and/or verification as to the reasons for any absence.

9.1.5 Prior to February 1, of each year, the Personnel Department shall send a letter to all persons currently on leave asking their intention to renew their contract for the coming year.

9.1.6 All persons who are on leaves of absence must notify the Personnel Department by March 1, on their leave of absence year of their intention to renew their contract for the next school year.

9.1.7 The Associate Superintendent, Human Resources, or designee, will determine the start and termination dates of leaves by considering the needs of the educational programs of the school site and the needs of the employee.

9.1.8 Employees who desire an extension of a leave shall make application to the Associate Superintendent, Human Resources or designee at least eight (8) weeks prior to the expiration date of the original leave. Upon such request, the Associate Superintendent, Human Resources or designee may recommend that the Board of Education approve an extension of the leave for a period not to exceed one (1) year.

9.1.9 While an employee is on leave of absence, a position within the District is encumbered.

9.2 Unpaid Leaves

9.2.1 Applies to All Unpaid Leaves

9.2.1.1 Certificated employees on an unpaid leave of absence may continue to participate in the District's employee health and welfare benefit programs by paying the full premiums, when applicable, subject to the restrictions imposed by the District's insurance carrier or by law.

9.2.1.2 Any employee on an unpaid leave of absence for one (1) year or less shall return to his/her previous work site if he/she so desires. If the employee has indicated a desire to return to his/her previous work site, then the site administrator will contact that employee and give him/her the same consideration as if the employee were an active and current member on site when establishing specific assignments for the up-coming year. See Article 11.5.6 for specific guidelines.

9.2.2 Health Leave

9.2.2.1 The Board of Education may grant a leave of absence without pay to regular certificated employees for health reasons upon verification of need by a physician and recommendation of the Superintendent or designee. Such leave shall last not less than the duration of the current semester/trimester or more than one (1) year. The termination date of the leave will, whenever possible, coincide with the start of a new semester/trimester.

9.2.2.2 Prior to re-employment a certificate of health clearance from the attending physician shall be submitted to the Associate Superintendent, Human Resources or designee.

9.2.3 Education Leave

9.2.3.1 Regular certificated employees with tenure status may be granted a leave of absence without pay for the purpose of educational improvement upon the recommendation of the Superintendent or designee. The educational improvement shall be in conjunction with an accredited college or university. Such leave shall normally last not less than one semester/ trimester or more than one (1) year. No teaching experience credit shall be given for this leave time.

9.2.3.2 Normally, a minimum of eight (8) semester units of upper division or graduate level work is required for a one (1) semester/trimester leave and sixteen (16) units are normally required for a two (2) semester/three (3) trimester (one [1]-year) leave.

9.2.4 Family and Medical Leave

9.2.4.1 The Board of Education may grant any employee an unpaid family and medical leave. This leave shall be unpaid, except as set forth below in 9.2.5. Health insurance shall continue to be paid by the District at the current levels for any period of differential leave taken pursuant to either the Family and Medical Leave Act ("FMLA") or the California Family Rights Act ("CFRA") and related federal and state statutes. This leave shall not exceed three (3) full semesters or four (4) full trimesters in length.

9.2.4.1.1 In order to be eligible to take leave under the FMLA-CFRA, an employee must have worked 1,250 hours during the twelve (12)-month period immediately preceding the start of leave and have worked for the employer for twelve (12) months.

9.2.4.2 An employee may be granted a family and medical leave for the purpose of bonding with a newborn child, when adopting a child, when a child is placed in the foster care of the employee, when caring for the employee's child or children, or when caring for the employee's spouse, domestic partner, and/or parent(s).

9.2.4.2.1 "Parent" includes biological, adoptive, step or foster father or mother, or any other individual who stood *in loco parentis* to the employee when the employee was a child. "Child" includes biological, adopted, or foster child, stepchild, legal ward, or child of a person standing *in loco parentis*, who is either under age eighteen (18), or age eighteen (18) or older and "incapable of self-care because of a mental or physical disability" at the time that FMLA-CFRA leave is to commence. "Spouse" means a husband or wife and includes individuals in a common law marriage or same-sex marriage.

9.2.4.3 Employees on parental leave may be permitted to perform per diem teaching services such as: substitute teaching, teaching adult education classes, and participating in workshops, when not otherwise being compensated by the District.

9.2.5 Maternity and Paternity Leave

9.2.5.1 For up to one year following the birth, adoption, or foster placement of a child, either parent may take up to twelve (12) weeks of leave for the

purpose of bonding with the child. Otherwise unpaid, either parent, is eligible for parental leave under CFRA, may apply sub differential to this bonding leave, pursuant to Education Code section 44977.5.

9.2.5.1.2 The twelve (12)-week period shall be reduced by any period of personal necessity leave taken during the maternity or paternity leave.

9.2.5.1.3 If both parents are employees of the district, the 12-week-period must be shared between them.

9.2.5.1.4 If a school year terminates before the twelve (12)-week period is exhausted, the employee(s) may take the balance of the twelve (12)-week period in the subsequent school year.

9.2.6 Personal Unpaid Leave

9.2.6.1 A maximum one (1) year personal unpaid leave may be applied for after five (5) consecutive years of District employment status.

9.2.6.2 An additional one (1) year unpaid leave may be applied for after every subsequent five (5) years of District service.

9.2.6.3 These unpaid leaves may not be accumulated.

9.2.6.4 Applications must be submitted to the Associate Superintendent, Human Resources or designee prior to March 1st, preceding the requested year of leave.

9.3 Paid or Partial Paid Leaves

9.3.1 Applies to All Paid or Partial Paid Leaves

9.3.1.1 Certificated employees on paid leaves of absence will receive credit for annual salary increments and may continue to participate in the District's employee health and welfare benefit programs on the same basis as regular employees, subject to restrictions imposed by the District's insurance carrier or by law.

9.3.2 Sick Leave

9.3.2.1 Any full-time certificated employee shall be entitled to an aggregate total of ten (10) days of leave for illness (physical or mental), injury, or medical appointments with full pay, for each year of service.

9.3.2.2 Certificated employees on extended year contracts will accrue sick leave on the following schedule:

DAYS OF REQUIRED SERVICE	SICK LEAVE SCHEDULE DAYS
175-189	10
190-199	10-1/2
200-209	11
210-219	11-1/2
220 or more	12

9.3.2.3 If the employee does not take the full amount of leave allowed in any school year, the amount not taken shall be accumulated from year-to-year.

9.3.2.4 The District shall notify in writing all certificated personnel of the number of accumulated days of sick leave on the monthly pay warrant.

9.3.2.5 An eligible retiring certificated employee who is also a member of the State Teachers' Retirement System, shall be credited at his/her retirement

for each day of accumulated and unused sick leave as computed by the State Teachers' Retirement System.

9.3.2.6 Less than full-time employees: A certificated employee employed for less than five (5) full days a week shall be entitled to that proportionate time for ten (10) days leave of absence for illness or injury as the number of hours and days employed bears to five (5) full days.

9.3.2.7 An employee initially employed is entitled at once to sick leave that the employee would be entitled to after one year of service.

9.3.2.8 Full use of the annual sick leave may be made at any time during the regular school year. If a first-year employee should leave the employ of the District before the end of the year, any monies drawn for sick leave in excess of the rate of one (1) day per month shall be refunded to the District.

9.2.3.9 Certificated employees transferring to another school district in this state shall have transferred with them any accumulated sick leave. A certificated employee coming to this District from another school district in this state shall be entitled to all sick leave accumulated in the former district. (Employees are responsible for initiating the transfer of sick leave.)

9.3.3 <u>Personal Necessity Use of Sick Leave</u>

9.3.3.1 During any school year, certificated employees may elect to use accumulated sick leave as set forth below for any of the reasons listed in 9.3.3.1.1, 9.3.3.1.2, 9.3.3.1.3 and 9.3.3.1.4 When possible, employees should notify their administrator in advance of their absence.

- With 0-5 years of District service, not more than seven (7) days.
- After five (5) years of District service, not more than eight (8) days.
- After ten (10) years of District service, not more than nine (9) days.

9.3.3.1.1 Personal business that cannot be conducted outside of the work day.

9.3.3.1.2 Matters involving the employee's immediate family.

9.3.3.1.3 Emergency situations involving the employee or employee's property or the person or property of a member of the employee's immediate family, of such a nature that the immediate presence of the employee is required during the work day. An "*emergency*" shall be defined as a situation that can neither be planned nor anticipated. No more than two days per school year may be utilized for this purpose.

9.3.3.1.4 Certificated employees shall be required to secure advance permission from their unit administrator or the Associate Superintendent, Human Resources for leave taken for the following reasons:

9.3.3.1.4.1 Professional improvement or training in the field of education.

9.3.3.1.4.2 Certificated employees may elect to use up to ten (10) additional days of accumulated sick leave for life threatening illness, injury, or operation involving a member of his/her immediate family upon verification of a physician and approval of the Associate

Superintendent, Human Resources. It is the responsibility of the employee to notify the Associate Superintendent, Human Resources prior to the leave.

9.3.4 Differential Leave

9.3.4.1 When a certificated employee is absent from duty because of a medically-verified disabling illness or injury, the employee shall be paid his/her regular salary less the sum paid to the substitute for a period up to five (5) months.

9.3.4.1.1 First, all available unused sick leave is used until exhausted. (*California Education Code, Sections* 44964, 449779.3.4.2

9.3.4.1.2 Second, when sick leave has been exhausted, differential leave will begin. Sick leave and differential leave shall run consecutively. Differential leave shall not exceed five (5) school months. (*California Education Code, Section* 44977[b[[1])

9.3.4.1.3 An employee shall not be provided more than one five (5) school month period per illness or accident. However, if a school year terminates before the five (5) school month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. (*California Education Code, Section* 44977[2])

9.3.4.1.4 When all available leave has been exhausted and the employee is not medically able to resume the duties of his/her position, the employee shall be placed on a reemployment list for a period of twenty-four (24) months (if the employee is probationary) or thirty-nine (39) months (if the employee is permanent). When the employee is medically able, during the twenty-four (24)-month or thirty-nine (39)-month period, he/she shall be returned to employment in a position for which he/she is credentialed and qualified. The twenty-four (24)-month or thirty-nine (39)-month period shall commence at the expiration of the five (5)-month period. (*California Education Cod*e, *Section* 44978.1)

9.3.4.1.5 For the purpose of this leave only, the term five (5) school months shall mean 100 consecutive workdays commencing with the first (1st) day of absence after the exhaustion of all accrued sick leave. For a less than full-time employee, the days shall be counted the same as for a full-time employee at his/her work site.

9.3.4.1.6 The sum deducted from the employee's pay shall be the amount paid to the substitute in accordance with adopted District policy.

9.3.4.1.7 If the District has a tiered rate in effect, the deduction shall start commencing with day one (1) of the employee's absence at the lowest amount and get progressively larger.

9.3.4.1.7.1 This progression shall apply even if it is known at the outset that the leave will extend beyond the initial rate.

9.3.4.1.8 The Associate Superintendent, Human Resources or designee may require evidence during sick leave of absence, including doctor's statement of the employee's ability or inability to satisfactorily perform the functions of the employee's position. Approval of the Associate Superintendent, Human Resources or designee is required prior to a return to position status following an injury or illness absence which extends into differential status.

9.3.5 Critical or Terminal Illness Leave for Immediate Family Care

9.3.5.1 In the event the employee has expended the personal necessity leave provided by the provisions of this Agreement, an extended leave up to thirty (30) days may be granted by the Associate Superintendent, Human Resources or designee for critical or terminal illness of a member of the immediate family.

9.3.5.1.1 The employee will notify the Personnel Department at the earliest possible time in the event of critical or terminal illness of a member of the family.

9.3.5.1.2 The employee will be required to present evidence for need of such leave by a written statement of the attending physician.

9.3.5.1.3 Upon proper verification, only the cost of a substitute will be deducted from the employee's warrant.

9.3.5.1.4 Formal approval by the Board of Education is necessary for a leave of absence exceeding thirty (30) days.

9.3.6 Pregnancy Disability Leave

9.3.6.1 Paid pregnancy disability leave of absence shall be granted to an employee in relation to childbearing as follows:

9.3.6.1.1 An employee who is pregnant may continue in active employment as late into her pregnancy as her health permits and as certified by a physician. Disability, as certified by her attending physician, caused or contributed to by pregnancy, miscarriage, abortion, childbirth, a recovery there from is considered, for all job-related purposes, a temporary disability and shall be treated as such under the sick leave provisions of this Agreement.

9.3.6.1.2 The Associate Superintendent, Human Resources or designee shall require the employee to submit verification of ability or disability as certified by the attending physician to continue her classroom duties.

9.3.7 Bereavement Leave

9.3.7.1 A regular certificated employee will be granted a maximum of three (3) days leave, or five (5) days, if travel is out of state or one-way travel of 200 miles or more is required, at full pay, in the event of death of a member of his/her immediate family.

9.3.8 Industrial Accident and Illness

9.3.8.1 When an industrial accident or illness makes it necessary, the Board of Education shall grant a leave of absence not greater than sixty (60) working days. (*California Education Code, Section* 44984)

9.3.8.1.1 Allowable leave shall not be accumulative from year to year.

9.3.8.1.2 Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee.

9.3.8.1.3 Industrial accident or illness leave will commence on the first day of absence.

9.3.8.1.4 Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of the State, exceed the normal wage for the day.

9.3.8.1.5 Industrial accident leave will be reduced by one (1) day, for each day of authorized absence, regardless of a temporary disability indemnity award.

9.3.8.1.6 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount of unused leave due him/her for the same illness or injury.

9.3.8.1.7 Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided in *California Education Code, Section*s 44977, 44978, and 44983. For the purposes of each of these sections, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity will result in a payment to him/her of not more than his/her full salary.

9.3.8.1.8 The Board of Education may provide for such additional leave of absence, paid or unpaid, as it deems appropriate. Following such leave the employee may return to the employee's position without suffering any loss of status or benefits.

9.3.8.1.9 During any paid leave of absence, the employee may endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, will deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants.

9.3.8.1.10 In all cases, employee benefits are to be computed on the basis of the employee's regular wage or salary prior to the deduction of any amounts for temporary disability payments. However, in no case shall an employee receive more than regular salary. *(California Education Code, Section*s 44043 and 44044)

9.3.8.1.11 When all available leaves of absence have been exhausted and an employee is still unable to resume the duties and responsibilities of the position, the employee's active employment status shall be terminated; and the employee shall be placed on a re-employment list for a period of thirty-nine (39) months.

9.3.8.1.12 Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the governing board authorizes travel outside the State.

9.3.8.1.13 Any employee who has been placed on a re-employment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

9.3.9 Jury Duty Leave

9.3.9.1 Employees necessarily absent because of service on a jury shall receive full pay during such service, provided that jury duty proof of attendance is collected by the employee and remitted to the District.

9.3.9.2 A unit member who postpones jury duty from contracted workdays to non-contracted workdays, shall receive the "Folsom certificated substitute rate" for each day of jury service on a non-contracted workday.

9.3.9.2.1 To be compensated, the certificated employee must submit the following documents to the site administrative assistant:

- A Timesheet
- The original Jury Summons showing the contractual workday (Paper/electronic)
- The original Jury Summons showing the postponed workday (Paper/electronic)
- The Jury Receipt certifying the date(s) served were non-contracted workday(s)

9.3.10 Litigation Leave

9.3.10.1 Employees who serve as a witness (under an official order) in criminal cases, where they are not the defendant, or who officially represent the District in any litigation or official hearing, shall receive no reduction in pay or benefits.

9.3.11 Military Leave

9.3.11.1 Any full-time employee who may enlist or be conscripted into the defense forces of the United States for service or training, shall be granted military leave. He/she shall be reinstated to a position in this school system with full credit including increment(s) under the salary schedule, upon written request supported by competent proof that the applicant is fully qualified to perform the duties of said position. The application for reinstatement shall be made within reasonable time after discharge or release from military service, and not later than ninety (90) days from the date of release or discharge.

9.3.11.2 Personnel called by the armed forces for military screening or military physical examination shall suffer no loss of pay for the period required for such activity.

9.3.11.3 Employees who are members of any reserve corps of the Armed Forces

of the United States or of the National Guard, or who are inducted, enlisted, or otherwise ordered into active duty, shall be granted such leave as provided in the Military and Veterans Code.

9.3.11.4 Any employee who is a member of a reserve component of the United States or of the California National Guard is entitled to temporary military leave not to exceed 180 calendar days during any period of ordered duty for active military training. (The 180-day period authorized for military leave is intended to cover the normal two weeks of training during the summer months or the attendance at a service school.) Employees on ordered military leave for active training shall be granted and shall be entitled to all rights and privileges they would receive in their public employment if they were not absent for such training.

9.3.11.5 Any employee who is on temporary military leave of absence and who has been in the service of the public agency from which the leave is taken for a period of not less than one (1) year immediately prior to the day on which the absence begins shall be entitled to receive his/her salary or compensation as such employee for the first thirty (30) calendar days of any such absence. Pay for such purposes shall not exceed this section in determining the one (1) year of public agency service. All services of said public employee in the recognized military service shall be counted as public agency service.

9.3.12 Study and Travel Leave

9.3.12.1 The Board of Education may approve study and travel leaves not to exceed one (1) year for certificated employees who have served the District for seven (7) consecutive years. The number of employees granted study and travel leaves in any one semester shall not exceed one percent (1%) of those employees in the unit.

9.3.12.2 Study and travel leaves may be granted by the Board of Education from the District rather than from any given position, for the purpose of advanced study, travel study programs, and research. Normally, a minimum of twelve (12) semester units of upper division or graduate level work is required for one (1) semester/trimester leave, and twenty-four (24) units are normally required in the case of two (2) semester/three (3) trimester (one-year) leaves. Such leaves are granted not as a reward for professional services, but rather as an opportunity to prepare for improved service which will benefit the schools and the pupils of the District.

9.3.12.3 The study and travel leave programs shall operate according to the established provisions of this Agreement.

9.3.12.4 Applications for this leave will be reviewed by a study and travel leave committee for making recommendations and establishing priority to the Superintendent or designee. The Superintendent or designee will submit recommendations to the Board of Education.

9.3.12.5 The establishment of these provisions does not void the option of the Superintendent or designee to make recommendations or the Board of Education to grant special study and travel leaves in the best interest of the District.

9.3.12.6 Compensation during a study and travel leave shall be computed at fifty percent (50%) of the pay the employee would have received had the

employee remained in the employee's regular position, including any factor dependent upon special credentials, but not including any payment for special assignment or extracurricular activities.

9.3.12.7 Time spent on study and travel leave shall be credited as regular District service in the determination of years of service for sick leave, seniority, and eligibility for fringe benefits, provided the requirements established for the study and travel leave have been satisfactorily met.

9.3.12.8 Applications for study and travel leave will be made in accordance with the following provisions:

9.3.12.8.1 The application for study and travel leave shall be made on the prescribed District form and submitted to the Associate Superintendent, Human Resources or designee, who shall call a meeting of the Study and Travel Leave Committee, as necessary and present applications and/or applicants for review.

9.3.12.8.2 The deadline for submitting application for study and travel leave for the fall semester is February 1, and the spring semester, October 1.

9.3.12.9 The Study and Travel Leave Committee shall be composed of three (3) members of the Association, selected by the Association; and three (3) members of the administration, selected by the Superintendent or designee.

9.3.12.10 A majority of the Study and Travel Leave Committee must approve a study and travel leave request for recommendations to the Superintendent or designee. Should there be more than one (1) approved request, the applications shall be ranked in priority order by the Study and Travel Leave Committee and presented to the Superintendent or designee for recommendation to the Board of Education.

9.3.12.11 The following criteria shall be utilized in establishing priority order for study and travel leave recommendation:

9.3.12.11.1 Contribution to the needs of the pupils and schools of the District.

9.3.12.11.2 Likelihood of continued service beyond the minimum service required at completion of leave.

9.3.12.11.3 Record of contribution to the District.

9.3.12.12 Following the granting of a study and travel leave by the Board of Education, a contract of agreement shall be completed including the following: Effective dates, salary and method of payment, number of collegiate units to be earned, and other purposes to be fulfilled. The signing of such a contract, including the agreement to refund study and travel leave salary as prescribed by these provisions, shall be in lieu of furnishing a bond.

9.3.12.13 Upon return from study and travel leave, the employee shall file with the Superintendent or designee a detailed report within twenty (20) days after returning, giving evidence that the provision of the leave has been met. It shall also include a personal appraisal of the experience and activities involved that will be useful to the District.

9.3.12.14 Persons returning from study and travel leave shall serve the District for

a period not less than twice the length of the leave.

9.3.12.15 If an employee does not serve the District after return for a period which is equal to twice the period of the leave, the employee shall refund to the District an amount which bears the same proportion to total compensation received while on leave as the amount of time which was not served bears to the total amount of time agreed upon.

9.3.12.16 In the event that the program of study agreed upon in the study and travel leave contract with the District is interrupted by serious accident or illness during the leave and properly verified by a qualifying physician, such interruption shall not constitute a violation of the contract or prejudice the employee against receiving the rights and benefits provided under the terms of the study and travel leave. Such an interruption shall not extend over such a period of time that would cause the purpose of study and travel leave to be abandoned.

9.3.12.17 Should the disability extend to the point that the program has to be abandoned, the study and travel leave may be terminated; and either sick leave or regular long-term health leave may be substituted by mutual agreement.

9.3.12.18 In all cases of serious accident or illness of a prolonged nature, the Personnel Department shall be properly notified by registered letter within ten (10) days after the occurrence or medical diagnosis.

9.3.12.19 If death prevents the employee from fulfilling the agreement to return to service in the District, no repayment of salary will be required from the employee's estate.

9.3.13 <u>Association Leave</u>

9.3.13.1 The District shall provide to the Association, a maximum of thirty (30) days leave of absence per year. Such leave may be taken by the Association president and/or other members of the Association subject to the limitations listed, to perform leadership duties and/or assist in the processing of employee grievances.

9.3.13.1.1 Reasonable notice to the Superintendent or designee shall be given by any employee taking Association Leave pursuant to these provisions.

9.3.13.1.2 Any one member of the Association may be given a maximum of fifteen (15) days of Association Leave per year. (In no case shall the total number of days exceed thirty [30] per year.)

9.3.13.1.3 The Association shall reimburse the District for the cost of the substitute employed to render service in place of the employee taking Association Leave. The sum deducted from the employee's pay shall be the amount paid to the substitute in accordance with adopted District policy.

9.3.13.1.4 This leave is in addition to release time for negotiations.

9.3.13.2 The FCEA shall be granted release time for Association duties. Release time will be granted at the ratio of .5 FTE/200-unit employees. The FCEA will be granted a choice of full or part-time release for each FTE.

9.3.13.2.1 The FCEA will provide to the Associate Superintendent, Human Resources prior to July 1 of each year (when

possible) the names of each member to be released for the following school year.

9.3.13.2.2 FCEA and Associate Superintendent, Human Resources, will enter into an agreement specifying the duties and responsibilities for the part-time, back-fill teachers.

9.3.13.2.3 The teacher(s) sharing the classroom duties with the released member will be agreed upon by the Associate Superintendent, Human Resources, and the released member.

9.3.13.2.4 If the replacement teacher is working in a full-time capacity, teacher selection will be at the discretion of the Associate Superintendent, Human Resources.

9.3.13.2.5 Salary and Benefits.

Depending upon the choice of full or part-time leave, the FCEA agrees to reimburse the District fifty percent (50%) of the sum of the annual cost of the released member's salary and benefits and the replacement teacher's (class 2, step 1) salary and benefits. For purposes of this contract provision, salary does not include stipends or additional compensation for District responsibilities in the areas of coaching, club sponsor, department chair, or mentor. Fringe benefits package includes: health, vision, dental, and life insurance. The District will continue to pay all non-voluntary benefits.

(This reimbursement will be made on a semi-annual or annual basis upon receipt of invoice from the District.) The above calculation will be prepared by the District on or before October 1st annually and agreed upon by the District and FCEA. The calculation may periodically be adjusted during the year if necessary. The above calculation will cover the cost of providing full-time sick leave accrual to the released employee. The released employee shall be entitled to utilize his/her sick leave based on the percentage of his/her District assignment.

9.3.13.2.6 During this leave, the FCEA President (and designee) will continue to be compensated by the District and will retain all rights and benefits.

9.3.13.2.7 Return to Service.

Upon completion of a leave of absence, the FCEA president (and designee) shall return to his/her previous work site and assignment(s) if he/she so desires. Upon return to duty, the FCEA President (and designee) shall not suffer reprisals for his/her Association activities.

9.4 Catastrophic Leave Bank

9.4.1 Creation and Purpose

9.4.1.1 The Association and the District agree to create a Catastrophic Leave Bank ("Bank") effective July 1, 2007.

9.4.1.2 Catastrophic Leave will permit credentialed employees of the District to donate days to a Bank that will administer those days according to the terms of this section.

9.4.1.3 "Catastrophic illness or injury" is defined as an illness or injury that is expected to incapacitate the employee for an extended period of time or that incapacitates a member of the employee's immediate family whose incapacity requires the employee to take time off from work for an extended period of time to care for that family member and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all his/her sick leave, excluding differential leave. A doctor's verification is required.

9.4.1.4 The "immediate family", for the purpose of catastrophic leave, shall be defined as spouse, domestic partner, child, step-child, parent, and any relative currently living in the immediate household of the employee.

9.4.1.5 Days in the Bank shall accumulate in the Bank from year to year.

9.4.1.6 The Catastrophic Leave Bank shall be administered by a joint committee comprised of two (2) members appointed by the Association and two (2) members appointed by the District. Appointments shall be made on a bi-annual basis.

9.4.2 Eligibility and Contributions

9.4.2.1 All credentialed employees of the District covered by this agreement (excluding substitutes) with one (1) year of service within the District are eligible to contribute to the Bank.

9.4.2.2 All contributions to the Bank will be in the form of personal necessity days.

9.4.2.3 Participation is voluntary but requires contributions to the Bank. Only contributors will be permitted to withdraw from the Bank.

9.4.2.4 Employees who elect not to join the Bank must wait until the beginning of the next school year to join the Bank or may join during the period in which an additional day contribution is required of the Bank.

9.4.2.5 The contribution, on the appropriate form, must be authorized by the unit member.

9.4.2.6 Members wishing to cancel must notify the Human Resources Department in writing within the first thirty (30) calendar days of the school year. Sick leave contributed to the Bank shall not be returned.

9.4.2.7 If the number of days in the Bank drops below twenty-five percent (25%) of the amount equivalent to the number of members in the Bank, an additional day contribution shall be required of each member. The member may, within thirty (30) calendar days, either contribute or cancel. Sick leave contributed to the Bank shall not be returned. If a mid-year contribution is required and a current member does not have any personal necessity days remaining, the member may contribute a sick day.

9.4.2.8 Employees returning from extended leave will be permitted to contribute within thirty (30) calendar days of beginning of work. The District shall supply enrollment forms for the Bank to all employees.

9.4.2.9 Full and part-time employees wishing to participate in the Bank shall make an initial contribution of one personal necessity day the first year of participation.

9.4.3 Application for Withdrawal from the Bank

9.4.3.1 Application shall be made when it becomes apparent that Catastrophic Leave may be needed.

9.4.3.2 Participants must use all accrued sick leave available to them before becoming eligible to withdraw from the Bank.

9.4.3.3 A minimum of ten workdays of illness or injury must be covered by the participant's own sick leave, differential leave, or leave without pay the first time the participant qualifies for a withdrawal from the Bank. If the same illness/injury recurs within twelve months of the beginning of the leave, the ten-day requirement will be waived.

9.4.3.4 Family members may apply for catastrophic leave on behalf of the unit member.

9.4.3.5 Leave is granted for up to thirty (30) work days at a time to a maximum of ninety (90) work days. The ninety (90) work day limit may be waived by a unanimous vote of the Catastrophic Leave Committee.

9.4.3.6 The first ten (10) duty days of catastrophic illness or disability must be covered by the participant's own sick leave, differential leave, or leave without pay.

9.4.3.7 If the unit member is eligible to receive Worker's Compensation or Disability Insurance, no leave will be granted until compensation is exhausted.

9.4.3.8 If no leave days are available in the Bank, the District has no obligation to provide leave.

9.4.4 Administration of the Bank

9.4.4.1 The Committee maintains records of employees participating, receives requests, verifies validity, approves, and communicates actions to members and to the District.

9.4.4.2 Decisions will be final and made in writing to the applicant within ten (10) working days of the application to the Committee.

9.4.4.3 All requests and actions by the Committee will be confidential.

9.4.4.4 The District will keep records and notify the committee monthly of the new members and days remaining in the Bank.

9.4.4.5 If this provision is rescinded, the Committee will continue to administer Catastrophic Leave days until the days in the Bank are exhausted.

9.4.4.6 If the number of days accumulated is maintained at or above twenty-five percent (25%) of the amount equivalent to the number of members in the Bank, no contributions will be assessed for that year except for new members wishing to join the Bank.

ARTICLE 10 - CLASS SIZE

For the purposes of class size, schools shall be staffed according to the provisions of this Article for schools utilizing either a four (4) or six (6)-period student day. Should a school site utilize alternative scheduling, this article will be negotiated to address staffing ratios.

10.1 High Schools and Middle Schools

10.1.1 Secondary teachers with a six (6)-period day shall have a maximum of 175 daily student contacts, with the exception of music, and physical education teachers whose maximum daily contacts will not exceed 200, and the exception of teachers of District-authorized remedial classes whose maximum daily contacts will not exceed 100. Secondary teachers with a four (4)-period day shall have a maximum

of 105 daily student contacts, with the exception of music, and physical education teachers whose maximum daily contacts will not exceed 120, and the exception of teachers of District-authorized remedial classes whose maximum daily contacts will not exceed 60. Individual teachers may agree to exceed their maximum student contacts to meet their individual program needs. Less than full-time teachers, or teachers with combined student maximums, will be assigned student maximums on a proportional basis. Individual class maximums will not exceed established safety maximums previously authorized by the fire department and the District's insurance providers.

10.1.2 Individual class sizes shall not exceed thirty-seven (37) students per class, with the exception of music, and physical education class sizes which shall not exceed forty-five (45) students per class. District-authorized remedial classes shall not exceed 25 students per class. Individual teachers may agree to exceed their class maximums. During the first two (2) weeks of instruction of each school year or first week of each term for a four (4)-period day, class sizes may exceed the maximums in order to balance and finalize the master schedule. An exception to these limits will only occur if the following requirements are met:

10.1.2.1 The Administrator makes every effort to reduce the class size by the start of the third (3rd) week (or second [2nd] week for a four [4]-period day) of the school year, or second (2nd) week of each trimester/semester/term occurring during the year.

10.1.2.2 The administrator has contacted the assigned teacher to discuss the reason for the class size and provides in writing the timeline for reducing to the appropriate maximum contacts within the semester/trimester.

10.1.2.3 Students in excess of the maximum contacts are distributed evenly and on a rotating basis among the subject matter teachers.

10.1.3 At the conclusion of the first (1st) three (3) weeks of instruction of the school year, the personnel department will provide the Association with a master schedule indicating class sizes for each secondary school. At the conclusion of the first (1st) week of instruction of each trimester/semester/term occurring during the school year, the personnel department will provide the Association with a master schedule indicating class sizes for each secondary school if requested by the Association.

10.1.4 The following teaching assignments will be excluded from the maximum student contacts in Section 10.1.1: Work Experience.

10.2 <u>Elementary Schools</u>

10.2.1 The staffing allocation for elementary schools shall be made to comply with the following class size limits:

GRADE	DISTRICT WIDE AVERAGE	EACH CLASS
Kindergarten	31.0	32
1, 2, 3	30.0	32
4, 5, 6	30.2	34

10.2.2 At elementary schools with self-contained classrooms, regular classes at that site will be staffed at the District-wide average if that class is the same grade as the designated grade levels in the self-contained classroom.

10.2.3 Deviations from the recommended average or maximum class size may be authorized by the Superintendent or designee after consultation with the classroom teacher in order to meet unique student needs.

10.3 The following certificated employees shall not be included in computing allocation under this Article:

- Management employees as designated by the Board of Education
- Counselors
- District Librarian
- Special Education Teachers
- Psychologists
- Categorically Funded Teachers
- Elementary Specialist Teachers
- Elementary Music Teachers
- Nurses

10.4 If the State provides specific funding for reduction of class size and corresponding funding increases for facilities, the District and bargaining agent will meet and problem solve to provide recommendations for implementation.

10.5 Class Size for Inclusion Students

10.5.1 For purposes of this sub-article (10.5), students from the "inclusion caseload" means the following:

- Moderate/Severe-Inclusion (Mod/Sev-SC-I)
- Visually Handicapped (VH)
- Deaf and Hard of Hearing (DHOH)

10.5.2 At elementary schools with inclusion classes, whenever reasonably possible, the District will load regular classes that include students from the "inclusion caseload" at the District-wide average (K at thirty-one [31], grades 1-3 at thirty [30], and grades 4-6 at thirty [30]). In the case of classes participating in class size reduction, class size shall be no more than twenty (20). While inclusion students will be counted for the purpose of establishing the size of the regular class, they will not count for CSR funding. The ADA for inclusion students will be earned through their self-contained assignment.

10.5.3 A regular class that includes Mod/Sev-SC-I students may exceed the class sizes stated above by a maximum of two (2) students, provided the need for placement of Mod/Sev-SC-I students warrants. Except as noted in 10.5.4 below, only Mod/Sev-SC-I students will be placed into a classroom in excess of the District wide averages listed above.

10.5.4 While it is unlikely that the District will need to exceed the maximum of two (2) students set forth in 10.5.3, the parties acknowledge that there must be space available for a transferring-in student who requires VH and/or DHOH services. Accordingly, it is agreed that these two disability areas may exceed the two (2) student maximum restriction set forth in 10.5.3 by one (1) additional student.

10.5.5 Any class that exceeds the averages listed in 10.5.2 and 10.5.3 above will not have additional regular students assigned to that class until the number of enrolled students drops below the appropriate District-wide average.

10.6 Elementary Combination Classes

10.6.1 Whenever enrollment patterns, available facility space, and the District's financial resources permit, the District will make every effort to minimize the incidence of combination classes, unless the establishment of combination classes is consistent with the attainment of a particular staff's educational program.

10.6.2 Combo-class size will conform to contractual limits for regular classes. Whenever possible, combination classes will be equally balanced, with a variance between the two grades being no greater than four (4) students. Classes shall be capped and

closed prior to the close of the previous school year. Combination class teachers shall have the option to fill or hold at the soft cap.

10.6.3 Volunteers shall be given the first consideration for selection. If a volunteer is not selected, then combo class teachers shall be selected by the site principal in consultation with grade level teams. At sites with two (2) or more teachers per grade level, combo class teachers shall not teach a combo class for two (2) or more consecutive years without mutual agreement on the part of the teacher and site administrator. If a combo teacher cannot be selected using the above criteria, then teachers at the affected grade levels shall rotate responsibility of combo classes on a yearly basis.

10.6.4 In order for the class to be set up for success, the site administrator will consult with the school staff regarding guidelines for placement of appropriate students.

10.6.5 Combo-teachers may request first (1st) selection of remaining prep time as well as library and computer time following UA and educational programming slots that are established.

10.6.6 The combo-class teacher shall be excluded from sharing rooms with prep specialists when the facilities and/or schedules permit.

10.6.7 Teaching a combo class will count as a single adjunctive duty for the school year.

10.6.8 Teachers shall receive a $250 materials stipend for teaching a combo class.

ARTICLE 11 – TRANSFERS

11.1 Definition of Terms

11.1.1 A transfer is the movement of a certificated employee from his/her assigned school/site to a vacancy at another school/site within the District.

11.1.1.1 Voluntary transfer - Teacher initiated

11.1.1.2 Involuntary transfer - District initiated

11.1.2 A vacancy is defined as any promotional, newly created unit position or an existing unit position created by resignation, retirement, or transfer.

11.1.3 A reassignment is the movement of a unit member from one secondary subject area to another secondary subject area or one elementary grade level to another elementary grade level at the same work location.

11.2 Transfer/Reassignment Criteria

11.2.1 The District shall consider and determine the following in making transfers:

- Credential requirements
- Major/minor field of study
- The experience and recent training of the employee
- Satisfactory evaluations
- Years of service to the District
- Unique qualities necessary for a particular position
- Employee's preference

11.2.2 All of the above being equal, the final determination shall be made by the Personnel administrator based upon seniority and program needs. If the final determination is not based on seniority, the affected employee will be given the program reasons in writing.

11.2.3 During the school year, if a vacancy occurs, it shall be posted. However, additional vacancies which occur as a result of filling the original vacancy shall not be posted.

11.3 Voluntary Transfers - Initiated at the request of an employee:

11.3.1 Annually, the hiring timeline provides a two (2)-week period when the District will post all known vacancies internally for teachers to apply. Unit employees may

submit an application on Edjoin requesting a transfer from the beginning of the second (2nd) week of February until the end of the third (3rd) week of February. Such requests will be acknowledged via district email within one week of receipt. Teachers who receive a surplus notification after the end of the third (3rd) week of February, may submit a voluntary transfer request at their earliest convenience.

11.3.1.1 Internal transfer postings will remain open for a minimum of five (5) days. If no internal candidate applies for the position after five (5) days, the position may be posted directly for external candidates.

11.3.1.2 A teacher wishing to make a general transfer request may do so by applying to the internal general transfer pool on Edjoin between the beginning of the second (2nd) week of February and the end of the third (3rd) week of February. A general transfer request is neither site nor subject nor grade level specific.

11.3.2 A unit member may submit a request to the District for transfer when a vacancy posting exists during the school year.

11.3.3 If an employee requests that his/her application for transfer be kept confidential, he/she may first discuss the matter with the Associate Superintendent, Human Resources, and the matter will be treated as confidentially as practicable.

11.3.4 If a member's request for a transfer to a posted position is denied, upon request of the unit member, the Personnel administrator/designee shall meet and discuss reasons for denial.

11.3.5 A transfer request shall not be denied arbitrarily or without basis in fact.

11.3.6 A grant of up to $100 shall be provided for the purchase of new materials, as determined by the site administrator in consultation with the teacher.

11.3.7 When the following conditions have been met:

11.3.7.1 A teacher is in his/her third consecutive year of requesting a general (Elementary K-6 or Secondary 6-12) transfer, that is neither site nor grade level specific, and

11.3.7.2 There is at least one opening each year that matches his/her position and credentials and

11.3.7.3 The teacher has not yet been offered a transfer under the regular provisions stated in Article 11 above, and

11.3.7.4 The teacher is performing at a Level 2, or above, overall, on the Summary Evaluation Form during the third year of making a transfer request.

11.3.7.5 Opportunities to transfer will be offered to that teacher to a position in the District that matches his/her credential(s) and position. Whether a transfer is accepted or not, a person may only qualify for this automatic transfer provision once every ten (10) years.

11.4 <u>Involuntary Transfers - Initiated by the District</u>:

11.4.1 The involuntary transfer shall be based upon consideration of all the transfer criteria. (11.2.1 of this Article)

11.4.2 Circumstances which may result in involuntary transfers shall include:

- Declining or increasing enrollment
- Reduction of program(s)
- Initiation or expansion of program(s)
- Opening or closing of a school

11.4.3 Teachers involved in specific transfers shall be promptly notified as soon as the decision is made.

11.4.4 All employees receiving involuntary transfers after the beginning of school shall be given up to three (3) days of preparation/in-service time. More time may be granted upon mutual agreement of the unit member and immediate supervisor. A one-time grant of up to $100 shall be provided for the purchase of new materials.

11.4.5 At least one (1) day prior to the August in-service teacher work days, the District will offer all secondary teachers who will be moved to the elementary level, or vice versa, a paid day of in-service to prepare for the move. Payment will be at the employee's per diem rate.

11.4.6 When involuntary transfers occur in the summer, the District shall notify the employee by phone or in writing by certified mail as soon as possible or seven (7) calendar days in advance of the effective date of the transfer.

11.4.7 The employee shall be given an opportunity to discuss the transfer with the Associate Superintendent, Human Resources or designee, and to submit a rebuttal in writing if desired.

11.4.8 The District shall actively seek volunteers prior to making any involuntary transfers. No vacancy shall be filled by means of an involuntary transfer if there is a qualified volunteer available to fill the vacancy. Qualifications will be determined by applying Section 11.2.1 of this contract. All criteria being equal, the least senior teacher shall be transferred.

11.4.9 If, in the judgment of the administration, extraordinary circumstances exist whereby an employee needs to be transferred in order to provide for an opportunity to be evaluated in a different school location or assignment, or to provide for better staff relationships within the school or department, the administration may initiate the transfer proceedings. This will be done only after the employee has been informed of any documented deficiencies.

11.5 Reassignments:

11.5.1 Reassignments may be made on a voluntary or involuntary basis.

11.5.2 When determining reassignments, the site administrator shall take into consideration the criteria in Section 11.2.1 of this Article. Reassignments may be made if the site administrator has reason to believe the unit member will be more successful at another grade level or in another subject area.

11.5.3 If the reassignment is involuntary, the site administrator shall, upon request, meet with the unit member and explain the reasons for the reassignment. The unit member shall have an opportunity to present reasons why the reassignment should not occur.

11.5.4 If requested, an additional meeting with the personnel administrator/designee shall be held to discuss reasons for the reassignment.

11.5.5 If the reassignment occurs after school begins, the unit member shall be given up to three days of preparation time and up to $100 to purchase new materials as determined by the site administrator in consultation with the teacher.

11.5.6 Before February 1 and as vacancies occur, teachers at each site shall be given an opportunity to inform their site administrator of any desire to be considered for change of grade level or subject area assignment. Such requests will be considered as vacancies occur.

11.6 Vacancies:

11.6.1 During the school year:

11.6.1.1 Posting of vacancies – As soon as the District has determined a vacancy will be filled, the Personnel Department shall mail a vacancy notice to the Association and to each work site for posting on designated bulletin

boards. Supplemental vacancy lists shall be posted as vacancies become known following March 15.

11.6.2 <u>During the summer</u>:

11.6.2.1 Vacancy notices will be e-mailed to the Association and posted at the District office and summer school sites up to August 15. Additional notices of vacancies occurring during the summer will be e-mailed to all certificated employees who submit a written request to the Associate Superintendent, Human Resources.

11.6.3 All notices for vacancy shall include:

- Closing date for receipt of application which shall not be less than seven (7) calendar days after notices are distributed for posting;
- Site location(s);
- Grade level, subject and/or specialist area;
- Credential requirement;
- Brief job description when appropriate; and
- Unique needs of the school site.

11.6.4 <u>Hard to Fill Positions</u>

11.6.4.1 Hard to fill positions shall be defined as positions which are frequently vacated and/or consistently draw a low number of qualified applicants. Currently, these positions include assignments which require credentials in the areas of: Math, Science, Special Education Mild/Moderate and Moderate/Severe, Spanish, Psychologist and Speech and Language Pathologist.

11.6.4.2 These vacancies shall not be subject to 11.6. Instead, these positions will be posted as pools as soon as it is determined that a vacancy may exist in these credential areas for the following school year.

11.7 <u>Staffing a New School</u>

11.7.1 The process will begin with posting of all probable positions.

11.7.2 Current employees will be allowed fifteen (15) days to file an application with the Personnel Department.

11.7.3 If, after reviewing the applications, the Personnel administrator/designee decides there are no qualified applicants, or not enough qualified applicants, in accordance with the criteria stated in Section 11.2 of this Article, the District may consider external applicants.

11.7.4 Teacher preferences for assignment, along with other criteria in Section 11.2.1 of this article, will be used in making final selections.

11.8 <u>Transfer Related to Closing of a School</u>

11.8.1 In the event of the closing of a school, unit members from the school being closed shall be transferred according to the criteria in Section 11.2 of this Article prior to the assignment of new hires.

11.8.2 Teachers affected by the closing of a school shall be notified of their assignment and work location for the coming year by August 1, if possible.

11.8.3 Prior to the end of a school year, teachers shall be notified of their tentative teaching assignments and work locations for the coming year.

11.9 <u>Surplus Teachers</u>

11.9.1 A surplus teacher has been defined as one who works in a school where the reduction of part-time or full-time equivalents has been planned for the following year. Surplussed teachers shall select from open positions at the end of the transfer process.

11.9.2 The District shall actively seek volunteers once a surplus position is identified.

11.9.3 The following criteria will be used for determining surplus status:

- Credential requirements
- Major/minor field of study
- Years of service to the District
- Employee's preference

11.9.4 Rights of surplus teachers include:

11.9.4.1 Immediate identification and notification of surplus status.

11.9.4.2 Posting of all new and currently open positions.

11.9.4.3 Two (2) or more surplus teachers desiring the same position will be assigned on a seniority basis.

11.9.4.4 Once a surplus teacher has been assigned to a new teaching site, that teacher will be exempt from being declared surplus for the following three (3) years. If a surplus teacher elects to accept a position at his or her original teaching site, that teacher will not be exempt from being declared surplus for the following three (3) years.

ARTICLE 12 - TEACHER EVALUATION

12.1 Frequency of Evaluation

Prior to the start of the school year, the District will establish and provide to FCEA, a calendar listing the specific dates that correspond with this language.

12.1.1 Probationary and Temporary Unit Members

Each probationary and/or temporary unit member shall be evaluated on a continuing basis. A formal evaluation, based on the California Standards for the Teaching Profession (CSTP) shall be completed each school year. These unit members will receive evaluations on or before the end of the second (2nd) week of December and on or before the end of the last week of April.

12.1.2 Permanent Unit Members

Each permanent unit member shall be evaluated on a continuing basis. A formal evaluation, based on the California Standards for the Teaching Profession (CSTP) shall be completed at least every other year. These unit members will receive evaluations on or before the end of the last week of April.

12.1.2.1 Permanent unit members given a rating of "Practice Not Consistent with Minimum Standards: Unsatisfactory" in any category on the Summary Evaluation Form, shall be formally evaluated the next school year on the standard(s) rated as unsatisfactory. The following year the employee will resume the evaluation cycle with a regular evaluation.

12.1.2.2 Members receiving a rating of "Practice Not Consistent with Minimum Standards: Unsatisfactory" in two (2) out of the first (1st) four (4) CSTP's shall be rated "Unsatisfactory" overall and referred to the PAR Program. In order for the standard to be unsatisfactory overall, a majority of the elements must be marked "Practice Not Consistent with Minimum Standards". This rating shall be determined by the Certificated Evaluation Rubric (see attached).

12.1.2.3 If a permanent unit member is given a rating of "Practice Not Consistent with Minimum Standards: Unsatisfactory" in any one (1) of the first (1st) four (4) CSTP's, he/she may be referred to the PAR Program.

12.1.2.4 If a permanent unit member was regularly rated "Consistent with Professional Standards" in the past, using the prior evaluation documents, but now receives "Practice not Consistent with Professional Standards" using the new documents, the evaluator will be asked to provide, in written form, how that member's teaching performance has changed dramatically since the last evaluation cycle. This will be done before the teacher would be referred to the PAR Program.

12.1.2.5 Five (5)-Year Evaluation Cycle: A bargaining unit member and his/her evaluator may mutually agree to a five (5)-year evaluation cycle if the following conditions are met. The bargaining unit member:

- has permanent status;
- has been employed by the school District for at least ten (10) years or an employee with the District for eight (8) years with a minimum of twelve (12) years credentialed teaching experience;
- meets the federal definition of highly qualified (if those employees occupy positions that are required to be filled by a highly qualified professional by the federal No Child Left Behind Act of 2001 [20 U.S.C. Sec. 6301, et seq.], as defined in 20 U.S.C. Sec. 7801) and meets all state credentialing and certification requirements; and
- has met or exceeded standards in the previous evaluation or has successfully completed an alternative evaluation project. The unit member or administrator may opt out of this evaluation option at any time.

12.2 Areas of Evaluation

12.2.1 The District shall evaluate and assess certificated unit members teaching performance as it relates to California Standards for the Teaching Profession (CSTP). These standards are:

Standard 1: Engaging and supporting all students in learning.
Standard 2: Creating and maintaining effective environments for student learning.
Standard 3: Understanding and organizing subject matter for student learning.
Standard 4: Planning instruction and designing learning experiences for all students.
Standard 5: Assessing student learning.
Standard 6: Developing as a professional educator.

12.2.2 Non-instructional unit members (nurses, counselors, speech therapists, psychologists, C & I Specialists, program specialists, and non self-contained classroom special education teachers) shall be evaluated on the fulfillment of duties as defined in their job descriptions and shall be exempted from the pre-observation conference segment of the process. Formal and informal observations of non-instructional unit members may take place in settings appropriate to their job descriptions (i.e., parent conferences, IEP's, staff meetings, etc.) as determined by the evaluator with input from the unit member. Timelines and notifications shall follow the regular evaluation schedule. Upon request, unit members will be provided a copy of their job description.

12.3 Use of Publisher's Norms

The evaluation and assessment of unit member's performance pursuant to this Article shall not include the use of publisher's norms established by standardized tests.

12.4 Notice to Unit Members

No later than the end of the second (2nd) week of September, the District shall give unit members being evaluated a copy of the evaluation procedures, the evaluation forms, the criteria upon which the evaluation is to be based (CSTP's), and the identity of their evaluator. In addition, the District shall give each temporary and probationary unit member the name of an experienced person (CT, BTSA Support Provider, or peer teacher) who will provide him or her assistance.

12.5 Conference and Evaluation Plan

12.5.1 No later than the end of the sixth (6th) week of school, the evaluator and the staff member being formally evaluated will meet to review the CSTP's and site-specific goals for the year, and the process for evaluation. The discussion will center on improving student performance.

12.5.2 Evidence gathered outside of classroom observations may include any of the following as documentation of progress toward meeting the CSTP's stated above: video tapes, curriculum units, teacher journals, logs and calendars, interviews, lesson plans, communications with parents/students, examples of student work, records of participation in school improvement efforts, and reports on professional growth activities.

12.5.3 In this conference, arrangements can be made for the first (1st) formal classroom observation. Pre-observation conferences, post-observation conferences and the final summary evaluation shall be scheduled appropriately.

12.6 Classroom Observations and Post-Observation Conferences

12.6.1 Each evaluation plan shall include a minimum of two (2) formal classroom observations and shall be a minimum of thirty (30) minutes each. Prior to the first observation, the evaluator shall give the unit member at least two (2) days prior notice. Within five (5) days after each formal classroom observation, the evaluator will hold a post-observation conference. In addition to formal classroom observations, two (2) documented informal observations of the unit member in the classroom shall take place for each summary evaluation year. With agreement of both unit member and the evaluator, the number of formal observations may be reduced from two (2) to one (1) and the number of informal observations may be reduced from two (2) to one (1).

12.6.2 For temporary and probationary unit members, the first (1st) formal classroom observation shall be conducted no later than the end of the third (3rd) week of October, and the second (2nd) will be conducted by the end of the first (1st) week of December. The third (3rd) formal observation shall be conducted by the end of the first (1st) week in February, and the fourth (4th) by the end of the first (1st) week of April.

12.6.3 For permanent unit members, the first (1st) formal observation shall be conducted by the end of the first (1st) week of December, and the second (2nd) observation by the end of the second (2nd) week of April.

12.7 Formal Evaluation Summary

12.7.1 All final evaluation conferences for permanent, temporary, and probationary unit members shall be completed by the end of the last week in April. The evaluator shall provide a copy to the unit member thirty (30) days prior to the end of the school year. All copies must be signed by the evaluator and the evaluatee.

12.7.1.1 The signing of the evaluation form by the evaluatee does not indicate

concurrence. It does indicate that the evaluatee has seen the evaluation and that it has been discussed. The evaluation instrument provides a space for the response of the evaluatee to the assessment. Additional comments may be made on the form itself or on a separate sheet and submitted to the evaluator within ten (10) workdays.

12.7.2 When it becomes apparent the evaluatee will receive an overall "Practice Not Consistent with Minimum Standards: Unsatisfactory" on the Summary Evaluation Form, the evaluator shall hold a conference to notify the evaluatee at least four (4) weeks prior to the issuance of the Summary Evaluation Report.

12.7.3 The evaluatee shall have the right to initiate a written response to the evaluation within ten (10) working days of the Summary Evaluation Report and the evaluator shall schedule a second (2nd) conference to discuss the concerns. The evaluatee's response shall become a permanent attachment to the evaluatee's personnel file.

12.7.4 If the employee feels the evaluation is unjustified, he/she may, within ten (10) workdays of the second (2nd) evaluation conference, elect to request the Superintendent or designee to review his/her performance evaluation record. In such event the employee shall present to the evaluator, in writing, his/her objections to the evaluation record and submit a copy to the Superintendent or designee. At the employee's request, a copy of these objections shall be attached to the evaluation and become a part of the evaluation record. Also, a review by the Superintendent or designee of the procedures utilized and the results of a classroom visitation, if possible, will be put in writing and attached to the evaluation.

12.7.5 The findings, recommendations, and/or decisions of the Superintendent or designee shall be final regarding the evaluation itself unless it can be determined that the evaluation procedure contained herein has not been properly followed.

12.7.6 Procedural Appeals: A grievance may be filed according to Article 6 (Grievance Procedure) should an employee contend that the evaluator has failed to follow the procedure for evaluation as contained herein. The disputed evaluation shall be destroyed in the event that is determined through the grievance procedure that the evaluator did not follow the evaluation procedures provided in this Agreement.

12.8 Alternative Evaluation

The District and FCEA share the belief that offering alternatives to the traditional evaluation system will improve instructional practices by promoting the professional growth of experienced teachers.

12.8.1 Participants

12.8.1.1 All permanent certificated employees who have received a satisfactory rating on their last three (3) formal evaluations with FCUSD will qualify for an alternative evaluation.

12.8.1.2 The alternative evaluation option, when mutually agreed upon, shall take the place of the traditional evaluation methods as outlined in this Article.

12.8.2 Goal Setting

12.8.2.1 The certificated employee will develop goals based on the CSTP's as the foundation for the alternative evaluation option.

12.8.2.2 During the goal setting conference, taking place no later than the end of the sixth (6th) week of school, the evaluator and the evaluate will:

- Agree on the goals and the selection of the alternative evaluation option;

- Develop timelines for completion; and
- Review how the alternative evaluation option will enhance student learning.

12.8.3 Alternative Evaluation Options

The certificated employee should select an alternative evaluation option that will be in close alignment with his/her goals. The alternative evaluation options listed below are self-evaluations, peer evaluations, and projects.

12.8.3.1 Individual Growth Activities:

Individual growth activities are designed to improve the employee's performance through the use of selected professional growth activities combined with self-analysis techniques. Examples of activities in this category include, but are not limited to:

- Videotaping a classroom lesson with self-analysis
- Portfolio assessments
- Self-gathering of classroom evidence for reflection
- Student and parent feedback
- Teacher created projects

12.8.3.2 Team Growth Activities:

These activities are often designed to reduce the isolation of the classroom teacher. The District and FCEA encourage professional collaboration as a valuable professional growth tool for all employees. Examples of activities in this category include, but are not limited to:

- Formative coaching using the CSTP's
- Videotaping lessons with peer review
- Inter-disciplinary (grade levels and/or subject areas) teams
- Peer classroom visitations
- Collaborative teaching
- Team teacher created projects
- Presentations to other staff

12.8.3.3 Project Based and/or Educational Research Activities:

The teacher may outline an instructional strategy or learning theory to be researched and implemented in the classroom. The design of the research and method of assessment shall be included in the project plan. This may be done in conjunction with graduate course work or a District curriculum project if there is a direct connection to enhancing student performance.

12.8.4 Collaboration

12.8.4.1 The District and FCEA believe the most effective professional growth occurs through collaboration.

12.8.4.1.1 The teacher and evaluator will work together in the selection of the option and the development of specific activities.

12.8.4.1.2 All participants will be encouraged to share the progress and results of their alternative individual or educational team activities with other colleagues. The time and format of this collaboration will be developed at each individual site.

12.8.5 Timelines

The certificated employee will submit a written alternative evaluation plan.

Written timelines are to be predetermined by the employee and the evaluator.

12.8.6 Final Report

Prior to the end of the school year, the teacher and evaluator will meet to review and the progress of the selected teacher activities. Both the teacher and the administrator will provide a written response. Upon satisfactory completion of the selected activities, a summary evaluation form will be used to indicate the completion of the alternative evaluation option and this form will be entered in the personnel file.

12.9 Miscellaneous Provisions Related to Employee Evaluations

12.9.1 Guidelines for the following positions 12.9.2.1, a - h:

The evaluator for these positions will be an administrator certified in the evaluation procedure. The evaluatee will be notified in advance of the name of his/her evaluator in writing.

12.9.2 No hearsay, complaints, or input from outside sources will be included in these evaluations. All complaints will be dealt with at the lowest possible level, using the teacher complaint language Article 19.4, current contract.

a) Teaching Assistant Principal (AP) with Administrative Credential
b) C & I Specialists
c) Teaching AP without Administrative Credential
d) Secondary Division Leader
e) Primary and/or Intermediate Chairpersons, in lieu of AP
f) Athletic Director
g) Coaching assignment
h) Extracurricular assignment

12.9.2.1 For above positions a - f: There will be at least two (2) informal observations. These will be documented, and a follow-up conference will be held within five (5) days of the observation; and a written summary evaluation provided by March 1. At such time, the employee shall be notified of his/her status for the next school year.

12.9.2.2 For above positions g - h: Coaches and all other extracurricular assigned employees will receive at least two (2) informal observations, equally divided over the duration of their coaching season or activity duration. These will be documented, and a follow-up conference will be held within five (5) days of the observation; and one (1) written summary evaluation within two (2) weeks of the end of their assignment. A summary evaluation will be held no later than March 1. At such time, each coach or extracurricular assigned employee shall be notified of his/her status for the next school year.

12.9.2.3 Those coaches and extracurricular assigned employees involved in spring activities that conclude after March 15 shall be notified within two (2) weeks of the conclusion of the assignment of his/her status for the next school year.

12.9.3 Pursuant to 12.9.2 above, if the unit member does not receive his/her evaluation in accordance with the above-designated deadlines, the unit member shall have continued return rights to the position for the following year.

12.9.4 For clarification in this contract language Article 12.9:

12.9.4.1 The conclusion of the coaching assignment will be the last scheduled printed contest (not to include playoffs, banquets, or equipment collection, etc.).

12.9.4.2 The conclusion of the extracurricular assignment will be the last scheduled printed event of that assignment.

12.9.5 Assignments - Elementary and Secondary:

Teaching Assistant Principal with Administrative Credential
C & I Specialists
Teaching Assistant Principal without Administrative Credential
Secondary Division Leader
Primary and/or Intermediate Chairpersons, in lieu of Assistant Principal
Athletic Director

12.9.5.1 The above unit members will serve for a consecutive two (2) year period with the following exceptions:

12.9.5.1.1 Person holding the position chooses to leave the position before the two (2) year period has expired or leaves the school site.

12.9.5.1.2 Person holding the position receives an unsatisfactory evaluation and is not recommended to maintain his/her assignment. (Explanation in support of this recommendation must be attached and may be grieved through current contract grievance language, Article 6.)

12.9.5.2 At the end of the consecutive two (2) year period, the person currently holding the position would be allowed to reapply, as well as other unit members at the site.

12.10 Forms for the Evaluation Program

12.10.1 Forms for making a written report of the assessment of employee competency on the basis of data collected in the evaluation program shall be developed and reviewed as necessary by the District. Potential revisions will be reviewed and discussed with the Association.

12.11 Peer Assistance and Review Program

12.11.1 Peer Assistance and Review Joint Committee ("Joint Committee")

12.11.1.1 The Joint Committee will consist of five (5) members. Members of the Joint Committee will include the FCEA President or designee, plus two (2) members and one (1) alternate selected by the FCEA, and two (2) members and one (1) alternate selected by the District. A Joint Committee member may not participate in the Joint Committee consideration, assessment, or acceptance of a report that pertains to a Participating Teacher whose most recent evaluation was conducted by that council member. The Joint Committee will establish the operational procedures of the Joint Committee, including the method for the selection of a chairperson and the adoption of an annual budget.

12.11.1.2 All Joint Committee members must be in attendance at meetings of the Joint Committee. Unit members who are members of the Joint Committee shall be provided up to fifteen (15) days each of release time for purposes of attending meetings of the Joint Committee and conducting observations of classroom teachers being considered for appointment as Consulting Teachers. FCEA members of the Joint Committee shall receive a $100 stipend per meeting attended. In the first (1st) year, alternates will be paid the same as regular panel members. The expense of stipends and paid release time for Joint Committee members shall be reflected within the annual budget

adopted by the Joint Committee. If required to attend meetings, the FCEA alternate will be paid the same rate as a regular member.

12.11.1.3 The Joint Committee shall be responsible for selecting Consulting Teachers (defined in 12.11.3), assessing Assistance Plans and related documentation prepared by Consulting Teachers, and providing in-service training for Consulting Teachers. The Joint Committee will provide written confirmation of participation in the PAR program to Participating Teachers, principals or immediate supervisors, and Consulting Teachers.

12.11.1.4 The Joint Committee will adopt guidelines for implementing the provisions of this Memorandum of Understanding. The guidelines will be consistent with the provisions of this Agreement and applicable law, and to the extent that there is an inconsistency, the Agreement will prevail; and to the extent the Agreement is inconsistent with the law, the law will prevail.

12.11.1.5 The Joint Committee will assign the Consulting Teacher to a Participating Teacher. The Participating Teacher may appeal the Joint Committee's designation of a Consulting Teacher in accordance with procedures developed by the Joint Committee. The Participating Teacher may request to meet with the Joint Committee to discuss the assignment of the Consulting Teacher within two (2) weeks of notification.

12.11.1.6 The parties intend that all documentation and information related to participation in the PAR program will be regarded as a personnel matter, subject to the personnel record exemption of the Public Records Act contained within Government Code 6250 et. seq.

12.11.1.7 The Joint Committee will develop standards and guidelines to be used by the Consulting Teacher in working with and assessing participants. This will include, but not be limited to, timelines for completion of peer review reports for submission to the Joint Committee.

12.11.1.8 The Joint Committee will review the final report prepared by the Consulting Teacher. The Joint Committee will make recommendations to the Governing Board regarding a referred Participating Teacher's progress in the PAR program. The Joint Committee will also provide to the Governing Board names of participants not able to demonstrate satisfactory improvement after receiving sustained assistance.

12.11.1.9 The Joint Committee is responsible to annually evaluate the impact of the PAR program. The Joint Committee recommends to FCEA and the Board of Education improvements in the process as deemed appropriate.

12.11.1.10 No decision regarding the PAR process made by the Joint Committee shall be subject to the grievance procedure.

12.11.1.11 All decisions of the Joint Committee will be made utilizing a consensus model. In the event of an inability to reach consensus which exists longer than a single meeting, a matter may be resolved by majority vote.

12.11.2 <u>Participating Teacher</u>

12.11.2.1 A Participating Teacher is a classroom teacher who is to receive assistance and coaching to improve instructional skills, classroom management, knowledge of instructional subject matter, and related aspects of teacher performance. There are two (2) categories of Participating Teachers: those who are referred for participation and those who volunteer to participate.

12.11.2.2 Referred Participating Teacher

12.11.2.2.1 The purpose of participation in the PAR program is to help correct job-related deficiencies and to assist the classroom teacher in improving performance. Permanent classroom teachers who have received an unsatisfactory rating will be referred for participation in PAR.

12.11.2.2.2 The Consulting Teacher assigned by the Joint Committee will provide assistance to the Referred Participating Teacher until the Consulting Teacher concludes that further assistance will not be beneficial. The Consulting Teacher will then submit a meeting log of the teacher's participation in the program to the Joint Committee. The Referred Participating Teacher may submit a written response to the final report and/or request a meeting with the Joint Committee subject to the rules established by the Joint Committee. A copy of the Consulting Teacher's final report shall be provided to the Referred Participating Teacher and prior to its submission to the Joint Committee. The Evaluator will be provided the opportunity to address the Joint Committee upon request. The Evaluator's comments shall be advisory only.

12.11.2.2.3 The Joint Committee will forward a summary report of the teacher's participation in the program to the Governing Board, Superintendent, or designee. The report and recommendation(s) of the Joint Committee and the peer review reports prepared by the Consulting Teachers shall be advisory only. These reports will be for the benefit of the Referred Participating Teacher and the District and shall in no way limit the District's discretion or authority on decisions and actions regarding the employment status of any employee. The fact that the employee is participating in PAR will not limit or delay the District's authority or discretion to make any such decision or take any such action. Participation in PAR will not create any right or expectancy of continued employment by the District for any period of time.

12.11.2.2.4 The results of the Referred Participating Teacher's participation in PAR may be used in the evaluation of the teacher pursuant to Education Code 44660 et seq.

12.11.2.2.5 Compensation is not provided to the Referred Participating Teacher for participation in PAR, except for authorized participation in activities such as workshops and seminars beyond the regular workday.

12.11.2.3 Voluntary Participating Teacher

12.11.2.3.1 A Voluntary Participating Teacher is a permanent teacher who seeks to improve his/her teaching performance. A Voluntary Participating Teacher may request the Joint Committee to assign a Consulting Teacher to provide peer assistance. The Consulting Teacher will not play a role in the evaluation of the Voluntary Participating Teacher. At his/her own discretion, a Voluntary Participating Teacher may terminate participation in PAR at any time.

12.11.3 Consulting Teacher

12.11.3.1 A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PAR program. Consulting Teachers must meet the following criteria.

- Permanent status classroom teacher employed by the District and a member of FCEA;
- At least five (5) years substantial recent experience in classroom instruction;
- Demonstrated exemplary teaching ability as indicated by mastery of subject matter, teaching strategies, instructional techniques, and classroom management strategies necessary to meet the needs of pupils in different contexts;
- Ability to communicate effectively both orally and in writing; and
- Ability to work cooperatively and effectively with others.

12.11.3.2 Consulting Teachers may be full, part time, or released as needed. A Consulting Teacher provides assistance to a Participating Teacher in improving instructional performance. This assistance may include, but is not limited to:

- Conducting an initial meeting with the Evaluator and Participating Teacher to discuss the Participating Teacher's evaluation and perceived performance deficiencies;
- Setting and discussing performance goals with the Participating Teacher and Evaluator;
- Developing an Assistance Plan in collaboration with the Participating Teacher. The Assistance Plan shall be reviewed and approved by the Joint Committee;
- Conducting multiple observations of the Participating Teacher during periods of classroom instruction;
- Demonstrating good instructional practice to the Participating Teacher.
- Using District resources to assist the Participating Teacher;
- Monitoring the progress of the Participating Teacher and maintaining a meeting log;

- Making status reports to the Joint Committee for a Referred Participating Teacher;
- Conferring with the Evaluator and Participating Teacher as determined by the Consulting Teacher on the Participating Teacher's participation in the above-listed items as indicated in the Assistance Plan.

12.11.3.3 The Consulting Teachers shall be selected by the Joint Committee after one or more members of the Joint Committee have conducted at least one site visitation and one classroom observation. The Joint Committee's selection procedures, activities, and criteria, and its judgments regarding selection of Consulting Teachers shall not be subject to the grievance procedure.

12.11.3.4 Consulting Teachers will be trained to offer both peer assistance and to understand the specific functions of the PAR program. The Joint Committee will monitor and evaluate the effectiveness of the Consulting Teacher and will make decisions regarding their continuation in the program. The Joint Committee may remove a Consulting Teacher from the position at any time because of the specific needs of the PAR Program, inadequate performance of the Consulting Teacher, or reasons determined by the Joint Committee, at its discretion, to justify removal. Prior to the effective date of such removal, the Joint Committee will provide the Consulting Teacher with a written statement of the reasons for the removal and, at the request of the Consulting Teacher, will meet with him/her to discuss the reasons.

12.11.3.5 The number of Consulting Teachers in any school year will be determined by the Joint Committee based upon participation in the PAR program, available funding, and other relevant considerations, including site administrator input on program integrity.

12.11.3.6 In addition to his/her regular teacher salary, a Consulting Teacher will receive a stipend. The Joint Committee will recommend appropriate stipend rates based upon release time and caseload. The recommended stipend rates will be subject to review and approval by the collective bargaining representatives.

12.11.3.7 A Consulting Teacher's caseload shall be determined by the Joint Committee.

12.11.3.8 The PAR program encourages a cooperative relationship between the Consulting Teacher, Participating Teacher, and the Evaluator with respect to the process of Peer Assistance and Review. The Participating Teacher and the Consulting Teacher will meet with the Evaluator to review and discuss the basis for referral to the PAR program. The Participating Teacher's Assistance Plan shall be based upon the areas in which the Participating Teacher evaluation reflects unsatisfactory performance. The Consulting Teacher is encouraged to confer regularly with the Evaluator regarding the implementation of the Assistance Plan with respect to each Participating Teacher.

12.11.3.9 At the request of the Participating Teacher or the Consulting Teacher, the Joint Committee may assign a different Consulting Teacher to work with the Participating Teacher at any time during the year.

12.11.3.10 Consulting Teachers and those teachers serving on the Joint Committee shall not be considered management or supervisory based upon their participation in PAR. A Consulting Teacher may not be appointed to an administrative position for the period of one (1) year after serving as a Consulting Teacher. Teachers who provide assistance and review shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the *Government Code*.

12.11.3.11 (July 1, 2012-June 30, 2014) Until such time as State funding is reinstated for the Peer Assistance and Review ("PAR") program, this section shall identify those existing groups of teachers within the District with appropriate qualifications to be included in a pool for Consulting Teachers. The role of Consulting Teacher is defined in the FCEA Contract to provide support and assistance to permanent teachers identified as Participating Teachers.

12.11.3.11.1 There is an ongoing need to provide support and assistance to permanent teachers whose professional practice does not meet minimum standards.

12.11.3.11.2 The PAR Program is no longer funded at a level that allows FCEA and the District to participate in the agreed upon Consulting Teacher selection process.

12.11.3.11.3 Current teachers who either hold or have held one or more of the following designations shall be eligible to volunteer to be included in the Consulting Teacher pool:

- National Board Certification
- BTSA Support Provider

12.11.3.11.4 Participation as a Consulting Teacher shall be on a voluntary basis and follow the guidelines established in 12.11.3.1.

12.11.3.11.5 Consulting teachers shall be assigned from the pool by a Joint Committee made up of the Associate Superintendent, Human Resources or designee.

12.11.3.11.6 The Consulting Teacher's stipend will be equal to the stipend for BTSA Support Providers, and will be incremental based on caseload.

12.11.3.11.7 Specific procedures shall adhere to Sections I-IV of the existing PAR contract language.

12.11.3.11.8 This agreement applies to the 2012-13 through 2013-14 school years and shall be extended and/or modified as needed with the agreement of both parties. Modifying the agreement would include consideration of others into the Consulting Teacher pool.

12.11.4 <u>General Provisions</u>

12.11.4.1 The Folsom Cordova Unified School District shall hold individuals harmless for actions occurring within the scope of their responsibility for participation in PAR.

12.11.4.2 The decisions of the Consulting Teacher and the Joint Committee, which might lead to a decision by the Board of Education to bring dismissal actions, are discretionary and are not grievable.

12.11.4.3 Nothing in this provision diminishes the legal or contractual rights of bargaining unit members.

12.11.4.4 Funding received for the PAR Program shall be provided in the following order of priority:

12.11.4.4.1 Funds necessary to operate the PAR Program and provide assistance to Participating Teachers assigned to the program. Stipends shall be established for Consulting Teachers assigned to a Participating Teacher and for members of the Joint Committee.

12.11.4.4.2 Funds necessary to provide assistance to Participating Teachers who volunteer for the PAR Program.

12.11.4.4.3 Funds for other professional development activities for teachers.

12.11.4.5 Expenditures for the PAR program shall not exceed revenues received from funds made available through the passage of AB IX without the mutual agreement of the FCEA and FCUSD.

12.11.4.6 Nothing in this provision precludes the Evaluator from initiating and completing the evaluation process described in the collective bargaining contract.

12.11.4.7 It is agreed by this provision that the existing mentor program may continue in its current format with the following modifications:

12.11.4.7.1 No new mentors will be added for the 2000-01 school year. Mentors lost to resignation or whose term ends in 2000 will not be replaced. The program agrees to operate with a reduced number of mentors and will continue to operate if mentor numbers reduce during the school year.

12.11.4.7.2 The budget used for 2000-01 mentors will be based on $6,000 per mentor. This amount will be calculated at the beginning of the school year, based on the agreed upon remaining mentors, and no later than September 1, 2000. In addition to the above amount, this budget will include Mentor Program carryover funds up to $30,000.

12.11.4.7.3 All other monies will be part of the budget for PAR, to be determined by the Joint Committee.

12.11.4.7.4 The BTSA program and budget will not be a part of the PAR program for the 2000-01 school year and will not be affected by the PAR program.

12.11.4.8 Folsom Cordova Education Association and Folsom Cordova Unified School District agree by this provision that the preliminary start-up date of PAR will be June 30, 2000. The completion of a new standard based evaluation model will be accomplished by January 31, 2001. A new evaluation model will include:

12.11.4.8.1 Folsom Cordova Education Association and Folsom Cordova Unified School District will agree on the new evaluation model.

12.11.4.8.2 This new evaluation model will supersede the current evaluation model.

12.11.4.8.3 The new model will be Standard/Performance based and will be formative in nature.

12.11.4.9 Binding Arbitration:

12.11.4.9.1 The parties agree that the PAR language set forth in this provision shall be subject to expedited binding arbitration, conducted by procedures of the American Arbitration Association, if any dispute regarding the intent of this document should arise.

12.11.4.9.2 Selection of the arbitrator, if one is required, shall be affected in accordance with the rules and procedures of the American Arbitration Association.

12.11.4.9.3 The cost of the Arbitrator shall be borne equally. The parties shall pay for their own costs of the arbitration.

12.11.4.10 This provision shall remain in effect for as long as the District receives the specific state funding for the California Peer Assistance and Review Program. If the funding is eliminated, this provision shall expire and have no force or effect without need for further action by either the District or FCEA.

ARTICLE 13 – PERSONNEL FILES

13.1 Materials in personnel files of employees that may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved or his/her authorized representative with a statement of authorization signed by both the employee and his/her authorized representative.

13.2 Such material is not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.

13.3 Every employee shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the employing District.

13.4 Information of a derogatory nature, except material mentioned in Article 12, shall not be entered or filed unless and until a conference has been held with the employee relative to this information and the employee has had an opportunity to review and comment thereon. An employee shall have the right to enter and have attached to any such derogatory statement, his/her own comments thereon. This review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.

ARTICLE 14 – SAVINGS

If any provisions of this Agreement are found to be contrary to the law, such provisions will not be deemed valid and subsisting except to the extent permitted by law; but all other provisions will continue in full force and effect. Terms and conditions of the invalid provisions shall be open for negotiations within thirty (30) days at the request of either party.

ARTICLE 15 – SAFETY

15.1 Safety Reports

15.1.1 Bargaining unit members shall report, in a timely manner, unsafe working conditions (a condition that endangers health and safety) to their immediate supervisor or designee.

15.1.2 Employees shall complete reports required by the District relating to the violations described herein.

15.2 Environmental or Building Facility Safety

15.2.1 Upon notification, the District shall take appropriate corrective action as soon as practicable.

15.2.2 The District is checked periodically for health and safety conditions at the District office and individual schools. This inspection includes, but is not limited to:

- Fire Marshal
- County Health Department
- Liability Insurance Inspection
- Safety and Sanitary Inspection
- Occupational Safety Health Act Inspection
- Facilities Inspection (FIT)

15.2.3 Management will report health and/or safety hazards to employee(s) affected or likely to be affected.

15.2.4 When a unit member is required to be on campus, the District will ensure that there is an administrator/trained designee available on site to the unit member to address serious problems. The name of the trained designee shall be communicated to the site staff. This does not apply to extracurricular activities.

15.2.5 Unit members shall not be required to be on campus along after dark.

15.2.6 The District shall maintain classroom temperatures as recommended by Cal OSHA. At the time of negotiations, this range was between 68 and 78 degrees. If the temperature consistently and continuously remains outside the range for a minimum of five (5) consecutive days from the first (1st) reported day, every reasonable effort shall be made to create a suitable working environment. This is not intended to address the time waiting for the HVAC system to properly achieve the desired temperature (e.g. bringing the classroom to temperature on a cold day).

15.3 Assault

15.3.1 Unit members shall immediately report cases of assault suffered by them in connection with their employment to their principal or immediate supervisor and shall make a worker's compensation report if injured.

15.3.2 The District shall annually provide voluntary inservice training on pupil de-escalation techniques.

15.3.3 In maintaining a safe learning environment for all students, a teacher, while performing his/her contractual duties, may use reasonable force, as is necessary, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a student.

15.3.4 Employees shall be provided coverage under the terms and conditions of the District Worker's Compensation program and illness leave provision for any injury or illness arising out of or in the course of their employment.

15.4 Notice of Student Behavior

15.4.1 Whenever information comes to the principal's attention which clearly identifies a student with a history of causing or threatening to cause physical injury to staff and which information is not privileged under the law, the principal shall inform the unit member(s) to whom the student is assigned within two school days.

15.4.2 Any information received by the teacher pursuant to this section shall be received in confidence for the limited purpose of informing the unit member and shall not be further disseminated by the unit member.

15.5 Suspension of Pupil by Teacher

15.5.1 A teacher may suspend any pupil from his/her class for any of the acts enumerated in *California Education Code*, *Section* 48900, for the day of the suspension and the day following. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal or the principal's designee for the appropriate action. If that action requires the continued presence of the pupil at the school site, the pupil shall be under appropriate supervision, as defined in policies and related regulations adopted by the governing board of the school District. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. Whenever practicable, a school counselor or a school psychologist shall attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. The pupil shall not be returned to the class from which he/she was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal.

15.5.2 A pupil suspended from a class shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day this subdivision shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.

15.5.3 A teacher may also refer a pupil, for any of the acts enumerated in California Education Code, Section 48900, to the principal or the principal's designee for consideration of a suspension from the school.

15.5.4 The term "*day*" is applied as follows:

15.5.4.1 For secondary students, it is an instructional period.

15.5.4.2 For elementary students, it is a regularly calendared school day.

15.6 General Information

15.6.1 The District will send a notice to all teachers advising them of worker's compensation, District insurance coverage and their entitlement to legal support, should they be sued while lawfully acting in the line of duty. The notice will include a copy of the applicable Education and Government Codes.

15.6.2 The District agrees to direct the existing District Safety Committee to meet with the Associate Superintendent, Human Resources, to review the collective bargaining agreement article on "safety". The Safety Committee shall be charged with preparing recommendations for changes in the contract language to be considered by FCEA and the District.

ARTICLE 16 – COMPENSATION

Appendixes

Benefits
Official Work Year and Ratio Factors
Basic Teacher Salary Schedule
Extra-Curricular Stipend

16.1 Insurance Premiums

16.1.1 Dental and Vision Insurance

For the term of this contract, the District will pay the cost of the existing dental and vision insurance plans (or for plans that are substantially equivalent to or better than the existing plans).

16.1.2 Health Insurance

The District shall contribute up to the annual amount (CAP) set forth below for health insurance premiums per employee and/or an employee with covered dependents. Premium amounts in excess of the limit will be collected from enrolled employees via payroll deductions and submitted by the District to the insurance companies.

- Effective July 1, 2022
  - $8,100.00 single annual medical cap
  - $14,800.00 family annual medical cap

16.1.3 Life Insurance

The District-offered life insurance program shall be paid by the District.

16.2 Change in Providers

During the term of this contract, the District may, with input and concurrence of the District Employee Benefit Committee, obtain insurance bids and change companies, so long as the overall benefit levels are substantially the same or better than those provided in the current health and dental insurance.

16.3 In Lieu of Insurance

Unit members hired on or before September 1, 2022 may continue to take in lieu money as set forth in this section until such time that the unit member elects to terminate this option or has a separation from service. The District shall make a payment equal to $210.20 paid for ten (10) months, representing half of the lowest 2006-2007 health insurance premium, to those eligible unit employees electing not to enroll in any of the health insurance plans offered by the District. It is the employee's responsibility that he/she has adequate health insurance before undertaking this option and must provide proof of coverage to the Benefits Department.

16.4 Retiree/Surviving Spouse Health Benefits

The District agrees to pay health insurance premiums for eligible unit retirees. (Program initiated July 1, 1983.)

16.4.1 Eligibility Requirements:

16.4.1.1 Eligibility for placement on certificated employees' salary schedule Class 4 or 5, Step 12.

16.4.1.2 Employees with a hire date after June 30, 2017, shall have a minimum of ten (10) years of service with FCUSD.

16.4.1.3 A letter of retirement or State Teachers Retirement System Disability Retirement Certificate shall be submitted to the Personnel administrator/designee.

16.4.1.5 Eligible retirees will have a choice of any of the District's currently

offered health insurance plans, subject to restrictions imposed by the insurance provider or law.

16.4.1.6 This coverage is for the retiree only. However, dependent coverage may normally be purchased by submission of the required monthly premium to the District's third party plan administrator.

16.4.1.7 Once an eligible retiree enters the program, benefits will be provided for the shortest of the following periods:

- Ten (10) years, or
- Until the retiree reaches age sixty-five (65)

16.4.2 The retiree will have the opportunity to continue participation in his/her chosen program after District sponsored program lapses, by means of paying his/her own full premiums (the District makes no contribution), subject to restrictions by the insurance provider or law.

16.4.3 The term "Eligible Retiree" shall be defined as a unit member who meets the current STRS eligibility requirement for retirement or disability retirement at the time of his/her retirement from the District.

16.4.4 The District's payment for these benefits shall be limited to the CAP amount in effect at the time of unit member's District-accepted retirement

16.4.5 Retirees under the age of sixty-five (65), who reside outside of their health plan service area, may receive an amount of money equal to the cost of the least expensive retiree health plan. This money will be in lieu of participation in one of the District's currently offered health insurance plans and will not exceed the CAP amount (prorated based on FTE) at the time of retirement. This provision only applies to employees hired on or before September 1, 2022.

16.4.6 Surviving spouses of District retirees may voluntarily continue participation in the program previously selected by the retiree. This participation will be paid for by the surviving spouse and subject to restrictions by the insurance provider or law.

16.5 <u>IRC Section 125 Plan</u>

The District will establish and maintain the IRC Section 125 Plan. Bargaining unit members may voluntarily participate in the IRC Section 125 Plan.

16.5.1 District IRC Section 125 Plan will include:

- Premium conversion option
- Un-reimbursed medical option
- Child care payment option

16.5.2 All unit members who are eligible for District-paid benefits will be eligible to participate in the Employee Assistance Program.

16.6 <u>Insurance Benefits for Part-Time Employees</u>

16.6.1 New part-time unit members who work fifty percent (50%) or more shall be entitled to receive a pro-rated District contribution for insurance premiums (see 16.1 above).

16.6.2 An employee who was part-time on February 1, 1999, however, shall continue to receive a contribution for benefits on the same basis as a full-time employee, provided he/she remains a part-time employee and at least fifty percent (50%).

16.6.3 Any full-time employee who reduces to less than full-time status shall have benefits appropriately pro-rated.

16.6.4 A part-time employee eligible for a District contribution may, in place of that contribution, receive a pro-rated "in-lieu" amount.

16.6.5 A part-time employee participating in the STRS Reduced Workload Program

(see 19.5) shall continue to receive District-paid benefits in the same manner as a full-time employee.

16.7 National Board Certification Stipend

16.7.1 Beginning July 1, 2015, unit members with active National Board Certification shall receive an annual stipend of $750 per school year.

16.7.2 To be eligible, the unit member must have the certification on file with the District.

16.7.3 Eligible members shall have provided service to the District for a minimum of seventy-five percent (75%) of the days in which the schools are in session during which the certificate was in full force and effect.

16.7.4 Stipends shall be paid in the final paycheck of the school year.

16.8 Both parties agree to a renewed commitment to actively participate on the Employee Benefits Committee, aggressively pursuing the containment of escalating health care costs.

16.9 The District and FCEA agree to participate in good faith in a District-wide task force (comprised of representatives of all employee associations and District staff) to study the budget, develop salary comparisons, and any other mutually-agreed-to issues to prepare information to be used and considered for bargaining.

16.10 Nurses who are offered and accept additional duties by the Coordinator of Health Services that occur outside of their contract day shall be paid the hourly rate set forth in Appendix D-6, Tier 3. These duties are limited to the following:

- Vaccination Clinics
- CPR Instruction
- TB Clinics
- Any work performed outside the contract day requested by and pre-approved by Administration and/or the Coordinator of Health Services.

ARTICLE 17 – TRAVEL EXPENSES

17.1 School District vehicles are to be operated only by employees and members of the Board of Education of the Folsom Cordova Unified School District, possessing a valid California driver's license.

17.2 School District vehicles are to be used for school business only. Employees who are required to travel shall make use of School District vehicles when available.

17.3 If the District requires an employee to use a private vehicle, mileage expenses shall be reimbursed at the prevailing rate established by the District. However, no reimbursement shall be made for travel to and from the employee's residence and the work site.

17.4 Prior approval of the unit administrator is required for all employee travel expenses.

ARTICLE 18 – PERSONAL AND ACADEMIC FREEDOM

A unit member shall be entitled to full rights of citizenship, and no religious or political activities, or lack thereof, of any unit member shall be used for purposes of evaluation or disciplinary action unless said activities violate local, state, or federal law.

ARTICLE 19 – MISCELLANEOUS PROVISIONS

19.1 Severely Disruptive Students

19.1.1 Employee concerns regarding "*severely disruptive students*" shall first be referred to the site principal or designee(s). Employee concerns regarding these students that cannot be resolved by the teacher and principal or designee(s) may be referred to the District's Guidance, Attendance, and Welfare Committee for review and recommendations. "*Severely disruptive students*" shall be defined

as those students identified by a District IEP Committee as needing special class placement, but whose parents have refused such placement.

19.2 Concerted Activities

19.2.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, or unlawful interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

19.2.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

19.2.3 The District agrees that it will not lock out any unit members for the duration of this Agreement.

19.3 Pay Checks

19.3.1 Pay checks will be dated on the last weekday of the month or on the tenth (10th) of the month for supplemental pay.

19.4 Complaints Against FCEA Unit Members

19.4.1 A complaint against an FCEA member that alleges prohibited discrimination, harassment, or violation of federal or state laws governing educational programs shall be handled in accordance with Board Policy and Administrative Regulations 1312.3.

19.4.2 The following procedure shall be utilized for all other complaints and does not apply to complaints received under 19.4.1 above. No negative and/or unsatisfactory evaluation, assignment, discipline, dismissal, or other adverse action shall be predicated upon complaints, information, or material of a derogatory or critical nature which has been received by the District from pupils, parents, District employees, public agency, and/or public unless the following procedures have been followed:

19.4.2.1 Any complaint about a unit member shall be reported in writing to the unit member by the administrator receiving the complaint within ten (10) working days of receipt.

19.4.2.2 Should the involved unit member believe the allegations in a non-criminal complaint warrant a meeting, the immediate supervisor shall attempt to schedule such meeting between the member and the complainant. At the request of the unit member, Association representative(s) may be present at the meeting. If the complainant refuses to attend the meeting, the matter shall be dropped.

19.4.2.3 If the matter is not resolved at the meeting to the satisfaction of the complainant, the complainant may reduce the complaint to writing and submit the original to the unit member with a copy to the unit member's supervisor.

19.4.2.4 Upon receipt of the written complaint, the supervisor will investigate the complaint, interview appropriate witnesses, and determine next steps. If the supervisor determines that further action is necessary, he/she shall notify the unit member of his/her decision and any action

to be taken.

19.4.2.5 After receipt of the supervisor's decision and/or action, and the unit member believes the complaint is false and/or based on hearsay or the action taken was inappropriate, the unit member shall be given up to one-half (1/2) day, without a loss of pay, to review the complaint and to prepare responsive comments. A grievance may be initiated to determine the validity of such complaint or action taken.

19.4.2.6 If the matter is not resolved following the written complaint process, the complainant may refer the matter to the Superintendent or his/her designee. The Superintendent may affirm the supervisor's decision or request additional information. If needed, the unit member shall be given up to one-half (1/2) day without a loss of pay to prepare responsive comments. The unit member retains the right to initiate a grievance. The Superintendent's response shall be final.

19.4.3 Complaints which are withdrawn, shown to be false, unsubstantiated through the supervisor's investigation, or are not sustained by the grievance procedure shall neither be placed in the unit member's personnel file nor utilized in any evaluation, assignment, disciplinary, or dismissal action against the unit member.

19.4.4 All information or proceedings regarding any complaint shall be kept confidential by all parties.

19.5 STRS Reduced Workload

19.5.1 The option to participate in the CalSTRS Reduced Workload Program (commonly referred to as the Willie Brown Reduced Work Year and set forth in California Education Code, Sections 22713 and 44922), shall be exercised at the request of the bargaining unit member and can be revoked only with mutual consent of the employer and employee.

19.5.2 Eligible bargaining unit members desiring to participate in the Pre-Retirement / Reduced Workload Program shall submit a letter of intent to participate to the District Superintendent or designee no later than March 1st of the school year prior to entering the Pre-Retirement / Reduced Workload Program, unless in the judgment of the District, circumstances of an unusual and/or emergency nature exist(ed) that precluded a timely request, and the granting of the late request will not be contrary to the best interests of the District.

19.5.3 Eligibility

19.5.3.1 The Unit Member must have reached the age of fifty-five (55) years prior to reduction in workload.

19.5.3.2 The participating unit member shall have been employed full-time in a position requiring certification for at least ten (10) years, without a break in service for the five (5) years immediately preceding participation in the Pre-Retirement / Reduced Workload Program. An approved leave of absence shall not constitute a break in service. It is required that five (5) years of credited services for full-time employment immediately precede the reduction in the workload.

19.5.3.3 Participation in the Pre-Retirement/Reduced Workload Program will not become effective until the unit member's eligibility with CalSTRS has been confirmed.

19.5.3.4 The total time in which a member reduces his or workload pursuant to Ed Code 22713 shall not exceed ten (10) years.

19.5.3.5 District and participating unit member's contributions to CalSTRS shall be equal to the amount required if the participating unit member worked full-time for the entire school year.

19.5.3.6 The minimum part-time employment shall be the equivalent of one-half (1/2) of the number of days of service required by the employee's contract of employment during his /her final year of service in a full-time position.

19.5.3.7 The participating unit member shall be paid a salary that is the pro rata share of the salary he or she would be earning had he or she not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which he/she makes the payments that would be required if he or she remained in full-time employment.

19.5.3.8 A participating unit member shall be eligible for advancement on the salary schedule in the same manner as full-time unit members.

19.5.3.9 A participating unit member shall earn sick leave on a pro rata basis.

19.5.3.10 Bargaining unit member and site administrator will work together to determine a mutually agreeable work schedule. Every attempt will be made to reach mutual agreement; however, absent mutual agreement, the final decision for the work schedule shall be determined by the Superintendent's designee.

19.5.4 Retirement Credit

19.5.4.1 A participating unit member shall receive the same credit toward retirement under CalSTRS that he/she would have received if employed on a full-time basis.

19.6 Effect of Agreement

19.6.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and over State laws to the extent permitted by State law and that, in the absence of specific provisions in this Agreement, such practices and procedures are discretionary.

19.7 Ratification

We hereby certify that we have agreed to the terms and conditions of this contract and will recommend that it be ratified by our respective groups.

19.8 Acceptance and Signatures:

We, the undersigned, hereby accept all of the terms, conditions, and provisions of this contract.

Signature: _____	Signature: _____
FOR THE FOLSOM CORDOVA EDUCATION ASSOCIATION	FOR THE FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
By: s/ Tracy Suter Date: 8-30-23	s/ Donald Ogden Date: 8/30/23

00236066.3

APPENDIX A

FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
Employee Benefits Department

CERTIFICATED EMPLOYEE BENEFITS 2023-24

Benefit Plan		Rate Effective	Monthly Premium	10 Month Premium	10 Mo Cost District*	10 Mo Cost Employee*
					*PRORATE	*PRORATE
KAISER $20 COPAY - Emp Only	Grp.#32170	09/23	1038.21	1245.85	810.00*	435.85
Employee w/dependent coverage		09/23	2387.88	2865.46	1480.00*	1385.46
KAISER HOSPITAL COPAY- Emp Only		09/23	991.87	1190.24	810.00*	380.24
Employee w/dependent coverage		09/23	2281.30	2737.56	1480.00*	1257.56
KAISER HDHP HIGH - Emp Only		09/23	728.95	874.74	810.00*	64.74
Employee w/dependent coverage		09/23	1676.15	2011.38	1480.00*	531.38
KAISER HDHP LOW- Emp Only		09/23	670.86	805.03	804.00*	0.00
Employee w/dependent coverage		09/23	1542.54	1851.05	1480.00*	371.05
SUTTER $15 COPAY – Emp Only	Grp.#78103	09/23	901.40	1081.68	810.00*	271.68
Employee w/dependent coverage		09/23	2073.50	2488.20	1480.00*	1008.20
SUTTER HDHP HIGH – Emp Only		9/22	708.20	849.84	795.84*	39.84
Employee w/dependent coverage		9/22	1628.90	1954.68	1480.00*	474.68
SUTTER HDHP LOW – Emp Only		9/22	659.60	791.52	741.24*	0.00
Employee w/dependent coverage		9/22	1517.10	1820.52	1480.00*	340.52
WHA $20 COPAY – Emp Only	Grp.#11874	9/22	858.33	1030.00	810.00*	220.00
Employee w/dependent coverage		9/22	1976.54	2371.85	1480.00*	891.85
WHA HOSPITAL COPAY – Emp Only		9/22	807.46	968.95	810.00*	158.95
Employee w/dependent coverage		9/22	1858.77	2230.52	1480.00*	750.53
WHA HDHP – Emp Only		9/22	655.29	786.35	753.07*	0.00
Employee w/dependent coverage		9/22	1507.16	1808.59	1480.00*	328.60
In lieu of medical (See Article 16.3)		9/22	175.17		210.20*	
District paid cap for employee only for medical		7/21	675.00		810.00*	
District paid cap for employee + family medical		9/22	1233.33		1480.00*	
DELTA DENTAL PREMIER	Grp.#7006-0106	7/16				
Employee only			65.42	78.50	78.50*	0.00
Employee w/one dependent			124.29	149.15	78.50*	70.65
Employee w/two or more dependents			189.71	227.65	78.50*	149.15
DELTA CARE – Employee only	Grp.#71691-0047	9/22	20.59	24.71	24.71	0.00
Employee w/one dependent			34.00	40.80	40.80*	0.00
Employee w/two or more dependents			50.29	60.35	60.35*	0.00
			*PRORATE to $65.42		*PRORATE to $78.50	
VSP #30091469						
Employee w/dependent coverage		7/19	17.24	20.69	20.69*	0.00
UNUM LIFE INSURANCE	Policy #801342					
($50,000 + $5,000/dep)		9/17	9.24	11.08	11.08	0
EMPLOYEE ASSISTANCE PROGRAM		7/23	2.42	2.90	2.90	0
RETIREMENT- STRS PEPRA		7/1			19.10%	10.205%
RETIREMENT- STRS CLASSIC		7/1			19.10%	10.25%
MEDICARE		1/93			1.45%	1.45%
UNEMPLOYMENT INSURANCE		7/16			.5%	
WORKERS' COMPENSATION		7/22			1.49%	

Note: * Rates shown are for full-time employees and are prorated according to FTE; you can find 2023-24 prorated calculation sheets on Full Benefits site

APPENDIX B

OFFICIAL WORK YEAR AND RATIO FACTORS FOR CERTIFICATED PERSONNEL

NON-MANAGEMENT POSITIONS

POSITIONS	DAYS	RATIO FACTOR CONTRACT
Augmentative Alternative Communication Specialist	204 days	1.25
Assistive Technology Specialist	204 days	1.25
Program Specialist, Special Education	196 days	1.15
Psychologist	194 days	1.25
Speech Pathologist	184 days	1.10
Nurse	194 days	1.10
Counselor	194 days	1.10
Deaf and Hard of Hearing Specialist	194 days	1.10
Technology Integration Lead Teacher	194 days	1.10
Visually Handicapped Specialist	194 days	1.10
C & I Specialist	194 days	1.10
District Librarian	194 days	1.10
Teaching Assistant Principal (with Administrative Credential)	189 days	1.10
Teaching Assistant Principal (without Administrative Credential)	189 days	1.08
Secondary Division Leaders		
7 teachers & over, including division leader (Includes H.S. CTE)	186 days	1.08
3-6 teachers, including division leader	186 days	1.06
1-2 teachers, including division leader	186 days	1.04
Elementary Department Chairpersons (in lieu of Teaching VP)	189 days	1.05
Special Education Teacher	184 days	1.03
Classroom Teacher	184 days	1.00

NOTE: Athletic Director: (Division Leader Factors Apply) The total number of members of the Department will be determined by taking the total number of coaches assigned and dividing by three.

04/15/08
Updated 6/20/2014
Updated 8/8/2014
Updated 10/4/2018
Updated 2/3/2022
Updated 9/08/2022
00236066.3

APPENDIX C

BASIC TEACHER SALARY SCHEDULE

COMPENSATION AND RELATED BENEFITS: GENERAL PROVISIONS:

The Folsom Cordova Unified School District has established a five-class single salary schedule based on training, years of experience, and professional growth. (See Appendix C-1).

Initial placement on the salary schedule shall be made on the basis of training and experience.

A. All outside experience for which a credential is required, whether sequential or on an interrupted basis, will be credited on a one (1) step for one (1) year experience basis to a maximum of nine (9) years of experience. The maximum experience allowable, therefore, will place the teacher on the tenth (10th) step of the salary schedule.
B. All experience within the District for which a credential is required will be credited on a one (1) step for one (1) year basis.
C. To receive longevity step credit, a credentialed employee must have worked seventy-five percent (75%) or more of the required workdays of the school year for which such credit is granted.
D. One-half year's credit will be given for service within the District for less than seventy-five (75%) but more than fifty percent (50%) of the required workdays of the school year for which credit is granted. This credit shall be cumulative to whole years.
E. A year's credit will be given for working within the District for less than seventy-five percent (75%) of the required workdays if: 1) the employee is employed for two (2) successive years and, 2) has served in excess of seventy-five percent (75%) of the total required workdays for both years.
F. Credit on the salary schedule will be given for substitute teaching if the teacher substituted in the District 130 days or more in a given year. A maximum of one (1) step on the salary schedule may be granted for substitute teaching. One-half (1/2/) year's credit will be given for substitute teaching within the District for less than 130 days but more than one-half (1/2/) of the school year. This credit shall be cumulative to a maximum of one (1) year.
G. Credit for college level teaching will be granted if it is comparable to three-fourths (3/4) of a full-time assignment as defined by the college.
H. Initial salary placement for Credentialed School Nurses will be determined by considering experience, using the following criteria:
    1. Eligible Experience
        a. Outside experience for which a credential is required will be credited.
        b. Credit will be allowed for non-public school practice, non-public agency practice, and other relevant experiences which requires a Registered Nurse Certification.
        c. Prior non-credentialed experience must have proof from prior employer.
    2. Credit will be granted on a one (1) step for one (1) year experience, whether sequential or on an interrupted basis, in which at least seventy-five percent (75%) of the work year is completed.
    3. Credit for eligible experience shall not exceed nine (9) years of experience. The maximum experience allowable, therefore, will place the bargaining unit member on the tenth (10th) step of the salary schedule.

4. Placement on the salary schedule shall be based upon receipt and approval of verification of records and documents by the Human Resources Department.

I. Initial salary placement for Speech and Language Pathologists (SLPs) will be determined by considering experience, using the following criteria:
   1. Eligible Experience
      a. Outside experience for which a credential is required will be credited.
      b. Credit will be allowed for non-public school practice, non-public agency practice, and other relevant experiences related to school-age children (preschool through age 22).
      c. Prior non-credentialed experience must have proof from prior employer.
   2. Credit will be granted on one (1) step for one (1) year experience, whether sequential or on an interrupted basis, in which at least seventy-five percent (75%) of the work year is completed.
   3. Credit for eligible experience allowable, therefore, will place the teacher on the tenth (10th) step of the salary schedule.
   4. Placement on the salary schedule shall be based upon receipt and approval of verification of records and documents by the Human Resources Department.

J. Only those units earned from accredited institutions or approved District in-service, after the degree has been granted, will be credited towards salary advancement. For Nurses, Continuing Education Units that are approved by the California Board of Registered Nursing (BRN) to maintain licensure shall qualify as being from an accredited institution.

ADVANCEMENT IN CLASSIFICATION:

For the term of this Agreement, advancement on the salary schedule will be made on the basis of evidence of units earned furnished by each certificated employee.

A. Procedures for application of salary advancement:
   1. Employees planning to receive credit for courses are required to submit the **DISTRICT CERTIFICATED COURSEWORK PRIOR APPROVAL FORM** to the District Human Resources Office. All course requests must be submitted to the District Human Resources Office forty-five (45) days before course registration is due and subsequently reviewed and signed off in advance. No more than six (6) units will be reviewed at a time.
   2. If a teacher disagrees with the District's decision on approval of units for salary schedule advancement, the teacher may appeal to a Credit Evaluation Committee, within forty-five (45) days of initial denial notification. The decision of the Credit Evaluation Committee will be final.
      a. The Committee shall be composed of two (2) teachers chosen by the Association and two (2) administrators chosen by District administration.
   3. Application for credit shall be made by submitting official transcripts by October 1st. Units submitted past this deadline shall not be used for salary advancement for the current year. All units submitted before the deadline that meet the requirements for salary schedule advancement shall be credited and reflected on the November payroll to be received by the employee by November 30th and retroactive to the beginning of the school year.

a. All courses taken after the ratification date of this MOU must receive prior approval on the District Approval Form in order to be considered for salary advancement.
b. Transcripts for all courses completed prior to the ratification date of this MOU must be received before October 1, 2018 in order to be considered for salary advancement. Units previously denied will not be re-considered.

4. Continuing Education Unit (CEU) credit and District in-service workshop credit will be given on the basis of fifteen (15) hours of course time being equivalent to one (1) semester unit of college credit.

B. Unit Qualification Requirements

1. Credit may be granted for courses which are completed outside the school day for which the teacher is not compensated by the District. Units obtained through District paid professional development (including but not limited to: course registration, hotel, airfare, or employee stipend – excluding teacher induction) will not count towards salary advancement.
2. Salary schedule credit may be granted for units received from District in-service workshop.
   a. Credit(s) earned from a District in-service must be turned in no later than October 1st of the following school year.
3. Credit may be granted for units received from accredited institutions under one of the following guidelines:
   a. Units related to major, minor, or credential in the field of education
   b. Units related to the development of subject matter competency in a new teaching major or minor
   c. Units related to credential additions or modifications
   d. Units related to a Masters' or Doctorate degree program
   e. Units related to current assignment and recommended by the principal/designee
4. Unit members will only be allowed to take six (6) units per semester during the school year. Prior approval may be granted for special circumstances, i.e., Educational Leave, reduced FTE, or National Board/Post-Baccalaureate programs.
5. The number of semester units taken during the summer will not be limited.
6. Credit will not be granted for salary advancement for any course in which a grade of D, F or W is earned.
7. Units shall accrue from year to year until sufficient units have accumulated for a salary schedule class advancement.

INCREMENT:

A. For the term of this Agreement, increments are granted annually based on satisfactory performance until the last step on the class is reached. Vertical movement on the salary schedule is limited to one step per year.
B. All teachers and other certificated personnel must have served seventy-five percent of the annual required days of service to qualify for the annual salary step increase.
C. All certificated personnel on an extended sick leave (five [5]-month differential) as a result of a work-incurred accident or illness shall count those days as days of service.

THE FOLLOWING DEADLINES ARE SET FOR FILING OFFICIAL TRANSCRIPTS OR OFFICIAL GRADE CARDS FOR SALARY ADJUSTMENTS:

A. July 1- June 30 contracts: June 1st is the last day for receipt of units for adjustment effective July 1st .

B. September 1 – August 31 contracts: August 1st is the last day for receipt of units for salary adjustment effective September 1st .

C. October 1st is the last day for receipt of official transcripts or official grade cards for salary adjustment for the current school year. Units submitted past this deadline shall not be used for salary advancement for the current year.

All units submitted before the deadline that meet the requirements for salary advancement shall be credited and reflected on the November payroll to be received by the employee on November 30th .

APPENDIX C-1

FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

2022-2023

CERTIFICATED SALARY SCHEDULE

184-day Work Calendar (Includes 2022-2023 increase of 8%)

Class / Step	1 Intern/ Emergency	2 Credential with Bachelors	3 Masters or BA + 45	4 MA + 10 or BA + 60	5 MA + 20 BA + 60/MA BA + 72 w/app*	6 Doctorate
1	$46,849	$53,694	$55,582	$58,360	$64,567	$67,795
2	$48,541	$54,839	$57,582	$60,462	$66,887	$70,231
3		$56,810	$59,658	$62,638	$69,297	$72,762
4		$58,857	$61,804	$64,887	$71,788	$75,377
5		$60,979	$64,030	$67,225	$74,374	$78,093
6		$63,177	$66,331	$69,646	$77,053	$80,906
7		$65,448	$68,720	$72,155	$79,827	$83,818
8		$67,802	$71,195	$74,751	$82,702	$86,837
9		$70,243	$73,760	$77,446	$85,681	$89,965
10**			$76,418	$80,232	$88,764	$93,202
11			$79,167	$83,120	$91,961	$96,559
12				$86,057	$95,268	$100,031
15					$98,700	$103,635
18					$102,251	$107,364
21					$105,930	$111,227
24					$109,743	$115,230
Hourly (Summer School)	$42.16	$48.32	$50.02	$52.52	$58.11	$61.02

* To be approved, 30 of these units beyond BA must average "A" or "B" with the district work-shop units being considered a "B" grade.

** All outside teacher experience, whether sequential or on an interrupted basis, will be credited on a one step for one year basis to a maximum of 9 years experience. Therefore, the maximum experience allowable will place the employee on the 10th step of the salary schedule.

Board Approved: 9/8/2022 **QSS 01**

APPENDIX C-2

FCUSD Proposal 1/06/23

MEMORANDUM OF UNDERSTANDING
between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and the
FOLSOM CORDOVA EDUCATION ASSOCIATION
(Speech Language Pathologist Salary Schedule)

The Folsom Cordova Education Association ("Association") and the Folsom Cordova Unified School District ("District") are parties to a collective bargaining agreement ("CBA") that expires on June 30, 2023.

1. A Speech Language Pathologist (SLP) may, but is not required to, clinically supervise a Speech Language Pathologist Assistant (SLPA). A SLP who chooses to supervise an SLPA shall have his/her case load prorated accordingly. This provision shall sunset on June 30, 2024.

2. Effective July 1, 2023, there shall be a new salary schedule for Speech Language Pathologists, as shown in Attachment A.

FOR THE FOLSOM CORDOVA EDUCATION ASSOCIATION

By: Debra Kilbourn

Date: 1/18/2023

FOR THE FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

By: [signature]

Date: 1/18/2023

Attachment A
to Memorandum of Understanding

Folsom Cordova Unified School District

2022-2023

CERTIFICATED SALARY SCHEDULE
SPEECH LANGUAGE PATHOLOGIST

194-day Work Calendar (Includes 2022-2023 8% Increase)

Class	1	2	3
Step	Credential +MA	MA + 20 BA + 60/MA	Doctorate
1	$73,948	$81,812	$85,903
2	$76,611	$84,758	$88,996
3	$79,371	$87,808	$92,198
4	$82,227	$90,974	$95,523
5	$85,189	$94,248	$98,960
6	$88,254	$97,640	$102,522
7	$91,432	$101,157	$106,215
8	$94,662	$104,795	$110,035
9	-	$108,569	$113,997
10**	-	$112,476	$118,100
14	-	$116,522	$122,348
17		$120,718	$126,754
20		$124,340	$130,557
Hourly (Summer School)	$66.55	$73.63	$77.31

**All outside teacher experience, whether sequential or on an interrupted basis will be credited on a one step for one year basis to a maximum of 9 years' experience. The maximum experience allowable, therefore, will place the employee on the 10th step of the salary schedule.

APPENDIX D

CERTIFICATED EXTRA CURRICULAR STIPEND SCHEDULES

Intention of Appendix D: It is the intention of this appendix to identify the negotiated rate of pay for positions approved and budgeted by the site administration. The intention of this appendix is not to make mandatory stipend positions at any or all sites. In the absence of funds, employees can fill a position voluntarily with site administration approval. The District may offer a release period in lieu of a stipend.

Payment will be made, only as provided for in the annual budget, in accordance with the following schedules. Such payment will be in a lump sum on the supplementary payroll at the conclusion of the activity for the individual assignment.

For each year of this Agreement, the stipends set forth in this Appendix D-1, D-2, D-3, D-4 and D-5 shall be improved each July by the same percentage as the certificated salary schedule.

The District reserves the right to determine the number and kinds of personnel necessary for the safe and/or efficient operation of the extracurricular program.

Employees may not be involuntarily assigned to perform duties listed on this extracurricular assignment pay schedule; however, once such an assignment has been accepted it must be fully completed as directed by the site level administrators or their designee.

Extra-Curricular Longevity Stipend:

1. Only one (1) service credit may be earned per any-one (1) academic year.
2. Only service credits earned after 7/01/86 are applicable.
3. Credit for "bonus/longevity" stipend is based on any paid FCUSD extracurricular service and need not be continuous or consecutive service.
4. Previous service is based on the individual's proven written record of employment.
5. Upon commencement of the fourth (4th) year of extracurricular service, a five percent (5%) factor will be applied to the employee's extracurricular stipend.

APPENDIX D-1

CLUBS

Major Clubs – Minimum*: Seventeen (17) meetings per year, fifteen (15) participants, two (2) service projects per year. This service project benefits school or community. It is not a money-raising activity for the benefit of the club itself, or an activity for the membership of the club.

Minor Clubs – Minimum*: Seventeen (17) meetings per year, fifteen (15) participants. No service project requirements.

*If below the meeting minimum requirement, see D-5. Less than fifteen (15) participants requires Associate Superintendent, Human Resources permission.

SECONDARY - DRAMA, SPEECH, YEARBOOK					
		2021-2022	**2021-2022 w/ longevity**	**2022-2023**	**2022-2023 w/ longevity**
	Drama Director (3 productions annually)	$3224	$3385	$3482	$3656
	School Yearbook Advisor	$3224	$3385	$3482	$3656
	Speech Coach (6 tournaments annually)	$2630	$2761	$2840	$2982
	Forensics	$2630	$2761	$2840	$2982
	Spring Musical (1 production annually)	$1159	$1216	$1252	$1315
CLASS & CLUB SPONSORS/ADVISORS					
	Cheer/Song Leaders - High School	$3359	$3528	$3628	$3809
	Cheer/Song Leaders - Middle School	$2630	$2761	$2840	$2982
	Class Sponsors - Grades 11 & 12	$1275	$1339	$1377	$1446
	Class Sponsors - Grade 7, 8, 9, 10	$672	$706	$726	$762
	Major Clubs	$1275	$1339	$1377	$1446
	Minor Clubs / Elementary Student Council	$672	$706	$726	$762

APPENDIX D-2

ATHLETICS

- A Head coach is hired for each team.
- An assistant is employed when 20-39 students are involved in the football, cross country, wrestling, track and field, or swimming teams; another assistant is employed for each additional 20 students. For purposes of preliminary staffing, the number actively participating in the last league team contest of the previous season is the determining factor.
- Eligibility for athletic pay for high school is determined by a minimum of forty-eight (48) activity sessions, including practices and contests. Middle school athletic pay will be determined by a minimum of twenty-eight (28) activity sessions, including practices and contests.
- The season begins and ends on the date indicated by the California Interscholastic Federation (CIF) "Season of Sport" calendar. The coach must be in attendance for the practice to be official. The season ends on the date of the last regular season game for football, baseball, softball, volleyball, soccer, and basketball. For the purpose of extended pay, the season ends at the conclusion of the sectional contests for all other sports.
- If a varsity head coach is in a post-season playoff, additional payment requests will be submitted at the conclusion of the activity. Extended season payment is based on the stipend divided by twelve (12), (season is considered to be twelve [12] weeks), for one (1) week: divided again by five (5) for a daily rate. The amount of this increase in stipend shall generally provide proportional weekly pay for each week during the post-season, but in no case shall exceed thirty percent (30%) of the original stipend. It is intended only to provide compensation for the extra time involved.

VARSITY SPORTS					
Head Coach		**2021-2022**	**2021-2022 w/ longevity**	**2022-2023**	**2022-2023 w/ longevity**
	Football	$4488	$4713	$4847	$5089
	Baseball/Softball	$4488	$4713	$4847	$5089
	Basketball	$4488	$4713	$4847	$5089
	Wrestling	$4488	$4713	$4847	$5089
	Track Men/Women 1	$4488	$4713	$4847	$5089
	Volleyball	$3696	$3880	$3992	$4191
	Cross Country	$3696	$3880	$3992	$4191
	Swimming	$3696	$3880	$3992	$4191
	Gymnastics	$3696	$3880	$3992	$4191
	Tennis Men/Women 1	$3696	$3880	$3992	$4191
	Soccer Men/Women 1	$3696	$3880	$3992	$4191
	Golf	$3434	$3605	$3709	$3894
Assistant					
	Football	$3696	$3880	$3992	$4191
	Track	$3696	$3880	$3992	$4191

		2021-2022	2021-2022 w/ longevity	2022-2023	2022-2023 w/ longevity
	Wrestling	$3696	$3880	$3992	$4191
	Swimming	$3224	$3385	$3482	$3656
	Diving	$3224	$3385	$3482	$3656
JUNIOR VARSITY SPORTS					
Head Coach					
	Football	$3696	$3880	$3992	$4191
	Baseball/Softball	$3696	$3880	$3992	$4191
	Basketball	$3696	$3880	$3992	$4191
	Wrestling	$3696	$3880	$3992	$4191
	Volleyball	$3224	$3385	$3482	$3656
	Soccer Men/Women	$3224	$3385	$3482	$3656
Assistant	All Asst. JV Coaches	$3224	$3385	$3482	$3656
FRESHMAN SPORTS					
Head Coach					
	Football	$3224	$3385	$3482	$3656
	Track	$3224	$3385	$3482	$3656
	Basketball	$3224	$3385	$3482	$3656
	Volleyball	$3224	$3385	$3482	$3656
	Baseball	$3224	$3385	$3482	$3656
Assistant	All Asst. Frosh Coaches	$2785	$2925	$3008	$3159
7TH & 8TH GRADE COACHES					
Head	All 7th & 8th Grade Head Coaches	$1789	$1879	$1932	$2029
Assistant	All 7th & 8th Grade Asst. Coaches	$1478	$1551	$1596	$1676

APPENDIX D-3

MUSIC

- It is understood that the term "concert" refers to a formal, planned, and publicized evening performance designed for students, parents, school, and community.
- A "Music Festival" must be an adjudicated event. Each individual ensemble must perform on its own at an adjudicated festival to qualify for extra-curricular pay. It is possible to combine groups at a festival, but prior approval from the site principal or designee is required.
- These "requirements" for extra-curricular pay represent a minimum. It is expected that each music teacher will be responsive to requests from their administration and community to perform at worthwhile functions. These would include, but not be limited to: pep rallies, community events, school assemblies, patriotic observances, etc.

MUSIC					
High School		**2021-2021**	**2021-2022 w/ longevity**	**2022-2023**	**2022-2023 w/ longevity**
	Advanced Orchestra (3 concerts, 1 festival)	$973	$1023	$1051	$1103
	Chamber Choir (3 concerts, 1 festival)	$1171	$1230	$1265	$1328
	Chorus (3 concerts, 1 festival)	$973	$1023	$1051	$1103
	Concert Band (4 concerts, 1 festival)	$973	$1023	$1051	$1103
	Concert Choir (3 concerts, 1 festival)	$973	$1023	$1051	$1103
	Jazz Band (4 concerts, 2 festivals)	$1756	$1814	$1896	$1991
	Jazz Choir (3 concerts, 1 festival)	$1756	$1814	$1896	$1991
	Marching Band (5 games, 1 festival)	$973	$1023	$1051	$1103
	Marching Band (with 1/2 time show) (5 games, 1festival)	$2924	$3070	$3158	$3316
	Musical Show (3 concerts, 0 festivals)	$1464	$1537	$1581	$1660
	Orchestra (3 concerts, 1 festival)	$1464	$1537	$1581	$1660
	Pep Band (5 games, 0 festivals)	$776	$815	$838	$880
	Wind Ensemble (4 concerts, 1 festival)	$973	$1023	$1051	$1103
Middle School					
	Advanced Band (3 concerts, 1 festival)	$973	$1023	$1051	$1103
	Advanced Orchestra (3 concerts, 1 festival)	$973	$1023	$1051	$1103
	Choir (3 concerts, 1 festival)	$973	$1023	$1051	$1103
	Chorus (3 concerts, 1 festival)	$973	$1023	$1051	$1103
	Intermediate Band (3 concerts, 1 festival)	$973	$1023	$1051	$1103
	Intermediate Orchestra (3 concerts, 1 festival)	$973	$1023	$1051	$1103
	Jazz Band (3 concerts, 1 festival)	$776	$815	$838	$880
	Pep Band (5 games, 0 festivals)	$776	$815	$838	$880

APPENDIX D-4

SPECIAL SERVICE - ANNUAL

Special Service: The purpose of these positions is to serve as a support for students and/or staff as deemed appropriate by the Associate Superintendent, Human Resources or designee. These stipend positions are paid annually per school year and must be approved by principal or designee.

Tier 1: Healthy Kids Survey Facilitator

Tier 2: National Board Certified Teacher, STEM Lead, Technology Lead

Tier 3: Family Support Facilitator, Climate Facilitator, WEB / Link Crew Leader, Elementary Track & Field Commissioner, Elementary Spring Chorale Director

Tier 4: BTSA Support Provider ($1000 for 2nd participating teacher; $800 for 3+ participating teacher)

Tier 5: GPS Advisor

Tier 6: Testing Coordinator, CTSO (Career Technical Student Organization) Advisor

Tier 7: GATE Facilitator, National Board Certified Teacher Facilitator, High School Student Activities Director, High School Assistant Athletic Director

Tier 8: ACES Coordinator

SPECIAL SERVICE – ANNUAL		
	2021-2022	**2022-2023**
Tier 1	$106	$114
Tier 2	$799	$863
Tier 3	$1060	$1145
Tier 4	$1599	$1727
Tier 5	$2132	$2303
Tier 6	$2666	$2879
Tier 7	$5330	$5756
Tier 8	$6260	$6761

APPENDIX D-5

SPECIAL SERVICE – PER ACTIVITY

Special Service: The purpose of these positions is to serve as a support for students and/or staff as deemed appropriate by the Associate Superintendent, Human Resources or designee. These stipend positions are paid per activity during the school year and must be approved by principal or designee.

Tier 1: Clubs, Game day ticket taker, athletic, and activity (I.E. dance) supervision.

Tier 2: Exam Proctor, Moving Pay (if Release Time is not used; max two days), Saturday School

SPECIAL SERVICE – PER ACTIVITY		
	2021-2022	**2022-2023**
Tier 1	$27	$29
Tier 2	Folsom School Sub Full Day Rate	Folsom School Sub Full Day Rate

APPENDIX D-6

SPECIAL SERVICE – PER HOUR

Special Service: The purpose of these positions is to serve as a support for students and/or staff as deemed appropriate by the Associate Superintendent, Human Resources or designee. These stipend positions are paid per hour during the school year and must be approved by principal or designee.

Tier 1: Instructional Rate outside of regular school day, Saturday School Language Program, Tech Leads, PSAT/Test Preparation, Paid Professional Development outside of regular day

Tier 2: Adult Education and Summer School Instructional Rate

Tier 3: Nurse Hourly Rate: CPR instruction, TB Clinics, work preapproved by Director of Health and Welfare

Tier 4: Nurse Practitioner

SPECIAL SERVICE – PER HOUR		
	2022-2021	**2022-2023**
Tier 1	$45	$49
Tier 2	Paid hourly per salary schedule	Paid hourly per salary schedule
Tier 3	$75	$81
Tier 4		$100

APPENDIX E-1

USE OF CURRENT SECONDARY AND ELEMENTARY SCHOOL STAFF FOR SUBSTITUTE TEACHING DURING THEIR PREP PERIOD OR DAY

SIDE LETTER OF AGREEMENT

The purpose of this side letter is to provide compensation for elementary teachers who have been assigned additional students when a substitute is not available, and any comprehensive secondary school teacher who has been assigned to cover a class period based on Article 8.12.3. In addition to the contract language regarding this issue, the following provisions will be included:

A. The District shall make every effort to provide substitute teachers.
B. The teachers assigned to cover for a missing substitute on their prep period will be determined first from a volunteer list established, by period and by site. If no volunteers are available, then assignments will be made from other available teachers on a fair and equitable basis.
C. Once a teacher has covered five (5) periods for a missing substitute, compensation will be made in the amount of the daily regular fully credentialed substitute teacher rate. If there are less than five (5) periods covered at the end of the school year, then each teacher will be compensated at a prorated amount based on the number of periods assigned.
D. If a school is on a "block" schedule, then an equivalent number of periods (typically two [2]) will be credited to a teacher who is assigned to take a class on a block schedule day.
E. For schools on a "4x4" schedule, once a teacher has covered three (3) periods for a missing substitute, compensation will be made in the amount of the daily substitute rate. If there are less than three (3) periods covered at the end of the school year, then each teacher will be compensated at a prorated amount based on the number of periods assigned.
F. For schools on a daily multiple prep period schedule, teachers may deny a subbing assignment if they have already completed a sub coverage on that day, unless the sub rotation list has been exhausted for that period.
G. Teachers in Rancho Cordova shall receive a prorated increase in pay equivalent to the increased Cordova substitute rate once they have substituted during their prep period for the equivalent of 50% or more of the available occurrences in the pay period.

The following provisions for elementary teachers will be included:

A. For every two occurrences of coverage of up to 12 students in elementary grades K-6 for a missing substitute, compensation will be made in the amount of the daily regular fully credentialed substitute rate.
B. Compensation will be made in the amount of one-half of the daily regular fully credentialed substitute rate in the case of a single occurrence.
C. The incremental secondary provisions will be provided for elementary teachers assigned if the substitute for a music, PE, or art teacher is not available.

APPENDIX E-2

MYP PROGRAM AT MITCHELL/ CONTACTS/CLASS SIZE/ EARLY OUT

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
AND
THE FOLSOM CORDOVA EDUCATION ASSOCIATION
REGARDING
MYP PROGRAM AT MITCHELL MIDDLE SCHOOL

The Folsom Cordova Unified School District and the Folsom Cordova Education Association are parties to a collectively bargained agreement which expired on June 30, 2013. The parties are currently bargaining a successor contract.

The District has determined to implement a seven (7) period Middle Years Program (MYP) at Mitchell Middle School effective for the 2015/2016 school year. As a result, the parties agree as follows:

1. **General**
   Effective July 1, 2015, the following shall replace any language that refers to Mitchell Middle School in the Memorandum of Understanding between the parties dated May 21, 2014 regarding "MYP/DP Program at Cordova High School":
2. **Daily Student Contact Maximums**
   a. Teachers at Mitchell Middle School shall not exceed 175 contacts, with the exception of music and physical education teachers who shall not exceed 200 contacts.
   b. Individual teachers may agree to exceed these contacts in order to meet their individual program needs. Less than full-time teachers, or teachers with assignments which vary in contacts, will be assigned contacts on a proportional basis.
3. **Maximum Class Sizes**
   a. Individual class sizes shall not exceed safety guidelines established by the fire department and the District's insurance providers.
   b. Class sizes at Mitchell Middle School shall not exceed thirty-seven (37) students per class, with the exception of music and physical education classes which shall not exceed forty-five (45) students per class.
   c. During the first two (2) weeks of instruction of each trimester/semester, student contacts and/or class sizes may exceed these maximums in order to balance and finalize the master schedule. After the first two (2) weeks, an exception to the maximums may continue if the requirements of CBA sections 10.1.2.1 through and including 10.1.2.3 are met.
4. **Early Out Days**
   Four (4) early out days, in addition to those specified in the CBA, shall be scheduled during each school year. This time shall be utilized by teachers to write and adjust instructional units in the first year. Thereafter, this time shall be used by teachers to complete student assessments.

APPENDIX E-3

MEMORANDUM OF UNDERSTANDING
Between
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
AND
FOLSOM CORDOVA EDUCATION ASSOCIATION

Mitchell Middle School Schedule Change

The parties agree to implement the seven (7) period Middle Years Program (MYP) at Mitchell Middle School for the 2022/2023 and 2023/24 school year:

1. **Daily Student Contact Maximums/Classes**

   1.1 Teachers at Mitchell Middle School shall not exceed 175 contacts, except for music and physical education teachers who shall not exceed 200 contacts. One prep period shall be given and the second prep shall be dedicated to MYP requirements.

   1.2 Individual teachers may agree to exceed these contacts in order to meet their individual program needs. Less than full time teachers, or teachers with assignments which vary in contacts, will be assigned contacts on a proportional basis.

2. **Maximum Class Sizes**

   2.1 Individual class sizes shall not exceed safety guidelines established by the fire department and the District's insurance providers.

   2.2 Class sizes at Mitchell Middle School shall not exceed 37 students per class, except for music and physical education classes which shall not exceed 45 students per class.

   2.3 During the first two (2) weeks of instruction of each semester, student contacts and/ or class sizes may exceed these maximums in order to balance and finalize the master schedule. After the first two (2) weeks, an exception to the maximums may continue if the requirements of CBA sections 10.1.2.1 through and including 10.1.2.3 are met.

3. **Early Out Days to Facilitate MYP**

   3.1 Four (4) early out days, in addition to those specified in the CBA, shall be scheduled during each school year. This time shall be utilized by teachers to complete student assessments and adjust instructional units.

District Representative For the FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT	Association Representative for the FOLSOM CORDOVA EDUCATION ASSOCIATION (FCEA)
3/17/22	3/17/22
Date	Date0

FCEA 2021-2022 MOU #11 Mitchell Middle School Schedule Changes

APPENDIX E-4

MEMORANDUM OF UNDERSTANDING
Between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and
FOLSOM CORDOVA EDUCATION ASSOCIATION

AIR FORCE JUNIOR RESERVE OFFICER TRAINING CORPS (AFJROTC) AEROSPACE SCIENCE INSTRUCTOR WORK YEAR AND SALARY SCHEDULE
02/08/2023

The Air Force Junior Reserve Officer Training Corps (AFJROTC) Aerospace Science Instructors are retired Air Force members. Per Air Force Regulations, individual AFJROTC instructors must be paid a "Minimum Instructor Pay" which equates to the pay they would be receiving if on active duty. Per the Air Force MOU, the program must have two Aerospace Science Instructors.

In order to recruit candidates for this unique teaching assignment, the District created the Air Force Junior Reserve Officer Training Corps (AFJROTC) Aerospace Science Instructor Salary Schedule. (Attachment A) The salary schedule has one column and reflects a 194 work day calendar. Additionally, the higher ranking AFJROTC Aerospace Science Instructor (per the Air Force MOU) will be designated as the AFJROTC Division Leader and be additionally compensated with a 4% Division Leader factor. Daily hours will remain unchanged; this change will take effect upon signature of this MOU. All provisions of this MOU are subject to the negotiated grievance procedure in the CBA.

This is a one-time non-precedent setting agreement and shall fully resolve all bargaining related to the impact and effects of this change. Absent mutual agreement, this MOU shall sunset on June 30, 2024.

Debra Knikowian
Association Representative
Folsom Cordova Education Association

3/1/2023
Date

Donald Ogden
District Representative
Folsom Cordova Unified School District

3-1-23
Date

FCEA Ratified Date: _____

FCUSD Ratified Date: _____

FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

2022-2023

CERTIFICATED SALARY SCHEDULE

AIR FORCE JUNIOR RESERVE OFFICER TRAINING CORPS (AFJROTC) AEROSPACE SCIENCE INSTRUCTOR

194-day Work Calendar (Includes 2022-2023 increase of 8%)

Class / Step	1 AFJROTC Aerospace Science Instructor*
1	$71,023
2	$73,576
3	$76,226
4	$78,967
5	$81,812
6	$84,758
7	$87,808
8	$90,974
9	$94,248
10**	$97,640
11	$101,157
12	$104,795
15	$108,569
18	$112,476
21	$116,522
24	$120,718
Hourly (Summer School)	$63.92

* In addition, the Senior Areospace Science Instructor will be designated as the AFJROTC Division Leader and will receive a 4% Division Leader Factor.

** All outside teacher experience (including military teaching experience), whether sequential or on an interrupted basis will be credited on a one step for one year basis to a maximum of 9 years experience. Therefore, the maximum experience allowable will place the employee on the 10th step of the salary schedule.

APPENDIX E-5

MEMORANDUM OF UNDERSTANDING
between

FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and
FOLSOM CORDOVA EDUCATION ASSOCIATION

Special Education Intern Teacher Mentors

This Memorandum of Understanding shall be in effect upon signature. The Folsom Cordova Education Association (FCEA) and Folsom Cordova Unified School District (FCUSD) have worked collaboratively on an agreement that will allow for a two-and-a-half-year pilot program to provide mentor teachers to support special education intern teachers participating in the SCOE Intern Program.

The District needs up to twelve (12) certificated bargaining unit members to work as special education intern teacher mentors (Mentor).

I. DEFINITION:

a. Prior to an intern teacher assuming daily teaching responsibilities, the Program, with the help from district leaders, or a district-appointed leader, will identify a district-employed site Mentor for the intern teacher who possesses a valid, corresponding life or clear teaching credential, and a minimum of three years of exemplary content-area K-12 teaching experience. The Mentor will be from the same site whenever possible and have a corresponding credential.

b. If possible, the Mentor will possess an EL authorization and can act as the EL mentor to provide supervision and support in meeting the intern requirements to receive 45 hours of annual EL support

c. The job of the Mentor is to mentor special education intern teachers during intern pre-service and during the intern credential program.

d. This is a one-year position and must be reapplied for annually. (Positions hired in spring of 2022 will maintain the position for the 2022-23 school year). Interested bargaining unit members should apply through the in-house application process on Edjoin. The deadline to apply is April 8, 2022.

II. QUALIFICATIONS:

a. Valid Mild Moderate or Moderate Severe California Teaching Credential CLAD or equivalent

III. TYPICAL DUTIES AND RESPONSIBILITIES:

a. Follow and implement the intern support requirements and Mentor training outlined in the Intern Credential Program Memorandum of Understanding
b. Support intern at the school site including:

i. Schedule a minimum of 1 hour every week of regular contact for updates and ongoing mentoring.
ii. Establish ongoing contact to offer support and information regarding the site support role.
iii. Assist with course planning and problem-solving regarding students, curriculum, and effective teaching methodologies.

c. Provide consultation and advice regarding school culture, climate, stakeholders, established procedures and/or expectations, and especially essential practices that are specific to the school site.
d. Complete the hours of support and mentoring required by the intern's program.
e. Exchange information with your intern's coach and collaborate by email, in person, or phone each semester and meet with the intern and Intern Credential Program coach 1-2 times per year, if possible.
f. Provide professional assistance/encouragement regarding classroom instructional best practices. Mentoring support may include, but is not limited to the following:
    i. Suggest site/district resources that are available.
    ii. Identify expert school site peers that the intern might connect with and/or observe.
    iii. Provide guidance to the intern through the initial stages of "first-year" challenges.
    iv. Reinforce any of the intern's accomplishments, effective classroom instruction.
    v. Observe intern, when possible, and provide feedback.
    vi. Model instruction, lesson planning, when possible.
g. Provide support with all aspects of the role of special education teacher including:
    i. Special Education Information System
    ii. Case Management
    iii. Standardized Assessment
    iv. IEP Meeting Facilitation
    v. Classroom and Curricular Accommodations/ Modifications/ Adaptions
h. Possess current knowledge of the content, including knowledge of the current context of public schooling including the California, adopted P-12 content standards, frameworks, and accountability systems as well as knowledge of diversity in society, including diverse abilities, culture, language, ethnicity, and gender orientation

IV. Compensation

a. Special Education Intern Teacher Mentors will receive additional coaching and mentoring and will be provided up to 4 (four) release days to receive and provide training.

b. Special Education Intern Teacher Mentors will be paid an Appendix D-4 Tier 6 Annual Stipend for each year (2021-2022, 2022-2023, and 2023-2024) in the position. Mentors shall receive an additional $1,750 for second participating Intern. Stipends will be prorated based on the percentage of the prorated year

served. This new position shall be made part of the Parties' Collective Bargaining Agreement, Appendix D-4, Tier 6.

All provisions of this Agreement are subject to the negotiated grievance procedure in the parties' CBA.

This is a one-time agreement and is not precedent setting. Absent mutual consent, this MOU shall sunset on June 30, 2024.

District Representative For the FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT	Association Representative For the FOLSOM CORDOVA EDUCATION ASSOCIATION
3/17/22 Date	3/17/22 Date

APPENDIX E-6

MEMORANDUM OF UNDERSTANDING
between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and the
FOLSOM CORDOVA EDUCATION ASSOCIATION

Stipend and Expectations for Equity Leaders

Folsom Cordova Unified School District and Folsom Cordova Education Association enter this Memorandum of Understanding ("MOU") regarding compensation and expectations for Equity Leaders. This initiative is implementing the District's corrective actions under the Comprehensive Coordinated Early Intervening Services Plan (CCEIS Plan).

Previous Compensation:
Equity Leaders received a Ratio Factor of 1.04

New Compensation:
Annual Stipend of $3,200.

Up to twenty (20) Certificated Personnel will be selected to work as Equity Leaders. Equity Leaders will go through Trainer of Trainer (ToT) training and will provide professional development on Cultural Competence to district staff.

Equity Leaders will engage in the following:

1. Complete Foundational Equity Learning Series (new Equity Leaders only).
2. Complete Compassionate Dialogue Strategic Practice sessions.
3. Complete Listening Circle training.
4. Participate in at least three (3) Equity Leader workplan activities to be developed by the Director of Social-Emotional Learning and Equity.
5. Provide cultural competence training to staff based on the request by site principal and approved by the Director of Social-Emotional Learning and Equity.

Interested staff members should apply through the in-house application process.

A report on the efficacy of the program will be provided to the FCEA and the FCUSD Management Team in Spring of 2023. This is a one-time agreement and is not precedent setting. Absent mutual consent, this MOU shall sunset on June 30, 2024.

District Representative For the FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT	Association Representative for the FOLSOM CORDOVA EDUCATION ASSOCIATION
4-21-22 Date	4/21/22 Date

FCEA 2021-2022 MOU #13 Stipend and Expectations for Equity Leaders

APPENDIX E-7

MEMORANDUM OF UNDERSTANDING
between
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and
FOLSOM CORDOVA EDUCATION ASSOCIATION

Optional Professional Development Days
2022-2023 & 2023-2024 School Year

The Folsom Cordova Unified School District (District) and the Folsom Cordova Education Association (FCEA) are collaborating to create three (3) optional Professional Development Days for certificated staff to participate in training. The Parties enter into this Memorandum of Understanding for Optional Professional Development Days in the 2022-2023 and 2023-2024 School Years.

The work year will be modified to reflect the following:

2022-2023

1. Three optional Professional Development Days shall be offered as follows:

   a. August 3, 2022 – Optional Professional Development Day.
   b. August 4, 2022 – Optional Professional Development Day.
   c. April 10, 2023 – Optional Professional Development Day.

2. A Bargaining Unit Professional Development Day must be performed on campus.
3. Work must be completed in full-day increments (for both full-time and part-time unit members). Unit members shall be paid at their per diem rate.

Certificated staff on a 184-day work calendar who work any of the days on August 3, 4, and/or April 10 shall be paid at their daily rate of pay in a separate pay warrant. These are "buyback or optional days." This means that it is an opportunity to work additional days. If an employee chooses not to work, they will not earn pay nor will they lose a day of leave.

2023-2024

1. Three optional Professional Development Days shall be offered as follows:
   a. August 2, 2023 – Optional Professional Development Day.
   b. August 3, 2023 – Optional Professional Development Day.
   c. April 1, 2024 – Optional Professional Development Day.

a. A Bargaining Unit Professional Development Day must be performed on campus.
b. Work must be completed in full-day increments (for both full-time and part-time unit members). Unit members shall be paid at their per diem rate.

Certificated staff on a 184-day work calendar who work any of the days on August 2, 3, and/or April 1 shall be paid at their daily rate of pay in a separate pay warrant. These are "buyback or optional days." This means that it is an opportunity to work additional days. If an employee chooses not to work, they will not earn pay nor will they lose a day of leave.

Absent mutual agreement, this MOU shall sunset on June 30, 2024.

For the FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT	For the FOLSOM CORDOVA EDUCATION ASSOCIATION
4-21-22	4/21/22
Date	Date

FCUSD Board Approved:

APPENDIX E-8

FCUSD Proposal 5/23/22
FCEA Counterproposal 5/25/22

MEMORANDUM OF UNDERSTANDING

Between the

FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

And the

FOLSOM CORDOVA EDUCATION ASSOCIATION

Transition to Full-Day K-2

The Folsom Cordova Education Association (Association) and the Folsom Cordova Unified School District (District) have worked collaboratively on an agreement that will implement certain recommendations of the K-2 Task Force for the 2022-23 and 2023-24 school years.

I.
BACKGROUND

1. On April 7, 2022, the Board approved Full-Day Instruction for grades Kindergarten through 2nd grade.

2. Full-Day Kindergarten implementation will occur over a two-year period, beginning with the following elementary schools for the 2022-23 school year:

   - Cordova Gardens Elementary
   - Cordova Meadows Elementary
   - Cordova Villa Elementary
   - Navigator Elementary
   - Peter J. Shields Elementary
   - Rancho Cordova Elementary
   - White Rock Elementary
   - Williamson Elementary

3. Full-Day Kindergarten implementation will occur over a two-year period, year 2 will include the following elementary schools for the 2023-24 school year:

   - Blanche Sprentz Elementary
   - Carl H. Sundahl Elementary
   - Empire Oaks Elementary
   - Folsom Hills Elementary
   - Gold Ridge Elementary
   - Mangini Ranch Elementary
   - Mather Heights Elementary
   - Natoma Station Elementary
   - Oak Chan Elementary
   - Riverview STEM Academy
   - Russell Ranch Elementary
   - Sandra J Gallardo Elementary
   - Theodore Judah Elementary

4. Full-Day 1st through 2nd grade implementation will occur at all elementary schools beginning in the 2022-23 school year.

5. As set forth below, the Parties enter this MOU to address the impacts and effects of the Board decisions on April 7, 2023, for Full-Day Instruction implementation.

II.
AGREEMENT

1. Deferred Transitional Schedules.

   1.1 Kindergarten at the sites designated above (I.2), for the 2022-23 and 2023-24 school years shall utilize the 240-Minute Minimum Day Schedule (CBA 8.16) for the first 3 weeks of school. This transition schedule will allow teachers to perform one-on-one assessments and focus on the social and emotional well-being of their students. The full-day schedule shall resume on August 29, 2022, and August 29, 2023, respectively.

   1.2 Kindergarten at the sites designated above (I.3), for the 2023-24 school year shall utilize the 240-Minute Minimum Day Schedule (CBA 8.16) for the first 3 weeks of school. This transition schedule will allow teachers to perform one-on-one assessments and focus on the social and emotional well-being of their students. The full-day schedule shall resume on August 29, 2023.

   1.3 All 1st and 2nd-grade classes, for the 2022-23 and 2023-24 school year shall utilize the 240-Minute Minimum Day Schedule (CBA 8.16) for the first 3 weeks of school. This transition schedule will allow teachers to perform one-on-one assessments and focus on the social and emotional well-being of their students. The full-day schedule shall resume on August 29, 2022, and August 29, 2023, respectively.

2. Full-Day K-2 Afternoon Movement Breaks

   2.1 The parties agree that site administration will provide each K-2 class playground access for a minimum of 15 minutes for an afternoon movement break.

3. Full-Day K-2 Small Group Support.

   3.1 Site admin will prioritize support for small group instruction (including but not limited to general paraprofessional, intervention teacher, academic coach) in K-2 classrooms.

   3.2 Professional Development (PD) will be offered to support small group instruction on a voluntary basis. Unit members participating in small group PD will be paid the negotiated hourly rate for PD outside of the regular workday (Appendix D-6 of the CBA) or may receive continuing education unit (CEU) credit on the basis of fifteen (15) hours of course time being equivalent to one (1) semester unit of college credit.

4. All provisions of this MOU are subject to the negotiated grievance procedure in the CBA.

5. The Parties agree to meet no later than March 8, 2024, to evaluate the related impacts and benefits of this Agreement to determine if any changes are necessary. At that time, the Parties shall meet and negotiate any changes to the MOU.

Debra Krikorian	
FOR THE FOLSOM CORDOVA EDUCATION ASSOCIATION	FOR THE FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
5/26/22	5/26/22
Date	Date

APPENDIX E-9

MEMORANDUM OF UNDERSTANDING
between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and the
FOLSOM CORDOVA EDUCATION ASSOCIATION
Common Planning Time (CPT) at the Elementary Schools

The Folsom Cordova Education Association ("Association") and the Folsom Cordova Unified School District ("District") are parties to a collective bargaining agreement ("CBA") that expires on June 30, 2023. In order to support effective professional learning communities, the Parties enter into this Memorandum of Understanding.

CPT is considered a form of professional development. Its primary purpose is to bring educators together to learn from one another and collaborate on projects to improve lesson quality and teaching effectiveness and learner achievement.

The length of a common planning day will not exceed the number of minutes in a regular school day.

CPT at the elementary school level will be utilized to incorporate ideas from the latest research on elementary school instruction, allow time for teachers to plan collaboratively, and do activities as needed to improve teaching and learning, as collectively agreed upon by site admin and the teaching staff.

1. Elementary schools will continue to have early release days on Thursdays at 1:15 p.m. beginning on August 10, 2023.

2. Every effort will be made to schedule staff meetings on the first Thursday of each month during the school year.

3. All TK will have two (2) days of release time per month.
    a. Release time will occur on the following dates.
    b. All TK classes will be on the AM schedule.
        i. If a TK teacher's prep time will be missed on the following dates, up to two 30 minute time blocks to accommodate missed preps may be made up during early release time.
        ii. TK release days for the 2023-2024 school year will be:
            a) August 10 and 11
            b) September 7 and 8
            c) October 5 and 6
            d) November 2 and 3
            e) December 7 and 8
            f) January 4 and 5
            g) February 1 and 2
            h) March 7 and 8
            i) April 4 and 5
            j) May 2 and 3

4. Grades K-2 will have minimum days the first three (3) weeks of school.
   a. Minimum days (8:15 a.m. – 1:21 p.m. with Thursday release time remaining at 1:15 p.m.)
   b. If K-2 teacher's prep time will be missed during the first three (3) weeks, K- 2 teachers will not schedule assessments or collaboration for up to two (2) 30-minute time blocks to accommodate missed preps during these first three (3) weeks.
   c. The full-day schedule will begin on August 28, 2023.
   d. Teachers will conduct beginning-of-the-year assessments with their students, have time to build relationships with students, and have collaboration time with grade level members.

5. All components of the Parties' current CBA not in conflict with this MOU shall remain in full effect.

6. This MOU shall remain in full force and effect through June 30, 2024.

Donald Ogden
FOLSOM CORDOVA
UNIFIED SCHOOL DISTRICT

4-21-23
Date

Debra Krikourian
FOLSOM CORDOVA
EDUCATION ASSOCIATION

4/22/23
Date

APPENDIX E-10

MEMORANDUM OF UNDERSTANDING
between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and the
FOLSOM CORDOVA EDUCATION ASSOCIATION

Academy Agriculture and Culinary Teacher Ratio Factor

The Folsom Cordova Unified School District (District) and the Folsom Cordova Education Association (Association), collectively referred to as "the Parties," enter into this memorandum of understanding regarding compensation for the Agriculture and Culinary Academies pertaining to teacher ratio factor. Unless otherwise noted below, the provisions of this MOU shall supersede any conflicting provisions of the Collective Bargaining Agreement between the Parties for the duration of this MOU, or until modified by mutual agreement of the District and the Association.

The Parties affirm the obligation to comply with all provisions of the Collective Bargaining Agreement ("CBA") not in conflict with this MOU. Further, the Parties affirm that all provisions of the Educational Employment Relations Act ("EERA") California Government Codes 3540 et seq. apply and remain in effect.

This Memorandum of Understanding shall be in effect upon ratification. Teachers in Agriculture and Culinary California Partnership Academies Agriculture and Culinary positions have expressed an interest in compensation for the extra hours/days of work expected in their assignment duties. To meet this interest, the Parties agree the following criteria must be met to qualify for a 1.10 Ratio Factor funded by 50% CTEIG grant and 50% CPA grant. (Recipients of the stipend may receive additional stipends, i.e. CTE and club.)

Both the Academy Agriculture Teacher and Culinary Teacher must:

1. Perform related duties outside of the regular school day including but not limited to weekends, holidays, and summer vacation.
2. Adhere to the 12 Elements of High Quality CTE programs
3. Work with the District CTE Coordinator on program documentation needed for state compliance and reporting

Additional Academy Agricultural Teacher stipend criteria:

a. Possess a Single Subject Teaching Credential in Agriculture and a Specialist Instruction Credential in Agriculture
b. Teach three sections or more of Agriculture classes
c. Serve as FFA Advisor
d. Qualify for the Agriculture Incentive Grant

Additional Academy Culinary Teacher stipend criteria:

a. Single Subject Teaching Credential in Home Economics.
b. Teach three sections or more of Culinary Arts classes, including Catering Production
c. Manage 10 or more catering events per year
d. Serve as FCCLA Advisor

General Information:

1. This agreement shall sunset on June 30, 2024.
2. All provisions of this MOU are subject to the negotiated grievance procedure in the CBA.
3. This MOU and all components of the Parties' current CBA not in conflict with this MOU shall remain in full effect.

Donald Ogden	Debra Kriberian
District Representative	FCEA Representative
9/14/22	9/14/22
Date	Date

APPENDIX E-11

MEMORANDUM OF UNDERSTANDING
between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and the
FOLSOM CORDOVA EDUCATION ASSOCIATION

Secondary CTE Teacher Stipend

02/08/2023

In order to recruit CTE teachers, the Parties agree to pay a $750 annual stipend to qualified full time CTE Teachers as follows. A qualified CTE Teachers is one who:

1. Holds a valid CTE credential, initially issued within the last five years, for the classes to which they are assigned.
2. Teaches at least one CTE class in the secondary level during the 2023-2024 school year.
3. Commits to bring local industry mentors into the classroom.

This stipend shall be prorated for less than full time teachers and/or less than a full year of service.

This Memorandum of Understanding shall be in effect upon ratification of both parties. Absent mutual agreement, this MOU shall sunset on June 30, 2024.

Donald Ogden	Debra Krikorian
District Representative	FCEA Representative
3-1-23	3/1/2023
Date	Date

APPENDIX E-12

MEMORANDUM OF UNDERSTANDING
between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and the
FOLSOM CORDOVA EDUCATION ASSOCIATION

Compensation for Additional Duties for Nurse Practitioners
04-19-2023

Folsom Cordova Education Association (FCEA) and Folsom Cordova Unified School District (District), hereinafter "the parties," have reached this memorandum of understanding (Agreement) regarding the following:

Upon ratification by the District's Board of Education, Nurses who, in addition to their Registered Nurse licensure, have advanced practice licensure of Nurse Practitioner, are offered and accept additional duties by the Director of Health Services that occur outside of their contract day, shall be paid the hourly rate of $100/ hour.

These duties are limited to the following:

- Sports Physicals.
- Any work performed outside the contract day requested by and pre-approved by Administration and/or the Director of Health Services that requires the advance practice nurse (NP) role.

Donald Ogden
FOLSOM CORDOVA
UNIFIED SCHOOL DISTRICT

Debra Krikourian
FOLSOM CORDOVA
EDUCATION ASSOCIATION

4-21-23
Date

4/21/23
Date

FCUSD Board Approved:

FCUSD Proposal AS 05/24/23
KKB 5/24/2023 12:55 p.m.

PILOT PROGRAM
Between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
And the
FOLSOM CORDOVA EDUCATION ASSOCIATION
Common Planning Time for Special Education Preschool

A. BACKGROUND

Special education preschool teachers communicated a desire to participate in common planning time (CPT) as well as monthly staff meetings at their elementary campuses. Feedback indicated that this is a concern primarily at comprehensive elementary sites. Cordova Lane Center, as a preschool-only site, arranges CPT and staff meetings between AM and PM preschool sessions. The goals of this MOU are to: 1) enable the District's preschool bargaining unit members to have the necessary time to engage in recurring cycles of collective inquiry and action research to improve student outcomes; and 2) enable participation in school staff meetings.

B. AGREEMENT

1. This Agreement applies to special education preschool programs with AM/PM schedules on comprehensive elementary campuses ("sites") for the 2023/2024 school year only.

2. School sites will have one day per month of student non-attendance for each AM class and each PM class as follows:
    - August 10
    - September 9
    - October 5
    - November 2
    - December 7
    - January 4
    - February 1
    - March 7
    - April 4
    - May 2

3. 2023/2024 Bell Schedule

    a. Currently, preschoolers attend school: 150 min x 180 days = 27,000 min/year. One session per month (10 months) for CPT/Staff meetings, this is a reduction of: 1500 min per year. To compensate for those minutes: 27,000 min/170 days=159 min/day. This is an increase of 9 min/day per session, each regular school day.

    b. The Pilot bell schedule shall be:
    - **AM: 8:15-10:54**
    - **PM: 12:06-2:45**

c. The 72 minutes between the two sessions are used for lunches and prep time.

d. Exemplar

Program	Date of preschool non-attendance	
	August 10	September 9
AM Session	No school; Common Planning Time	School as Normal
PM Session	School as Normal	No school; Staff Meeting

4. Site Principals will work with their preschool teachers to organize, structure, and facilitate CPT to meet the needs of school site students.

   a. CPT in preschool will support curriculum planning, planning to meet the social emotional needs of students, assessment, planning for intervention strategies, data analysis, and professional learning.

   b. Site Principals with only one preschool program will foster online or in-person partnerships with other site preschool programs to participate in PLCs during their common planning time.

5. Site Principals will make every reasonable effort to hold a monthly faculty meeting on the days set forth in B.2. above.

   a. Should a faculty meeting occur on a date not set forth in B.2., the preschool teacher shall receive a substitute in order to attend the faculty meeting.

   b. Should the preschool teacher not be able to attend, the teacher will receive a summary of what occurred at the faculty meeting.

6. This agreement shall not impact preschool programs at Cordova Lane Center (CLC).

7. All provisions of this Pilot Program are subject to the negotiated grievance procedure in the CBA.

8. All components of the Parties' current CBA not in conflict with this MOU shall remain in full effect.

9. This MOU shall remain in full force and effective through June 30, 2024. The Parties agree to meet no later than April 15, 2024, to evaluate the effectiveness of this MOU and to determine whether the pilot will continue.

Debra Krikorian
FOR THE FOLSOM CORDOVA EDUCATION ASSOCIATION
5/24/23
Date

FOR THE FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
5-24-23
Date

APPENDIX E-14

FCUSD Proposal - 05.23.2023 KKB 4:00 p.m.
KKB 05.24.2023 1:30 p.m.

MEMORANDUM OF UNDERSTANDING
between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and the
FOLSOM CORDOVA EDUCATION ASSOCIATION
New Teacher Training / Professional Development Days

The Folsom Cordova Unified School District ("District") and the Folsom Cordova Education Association ("FCEA" or "Association") are parties to a collective bargaining agreement (CBA) which expires on June 30, 2023.

1. The District has scheduled New Teacher Training / Professional Development Days for July 31, 2023 and August 1, 2023.

   a. Attendance on July 31 is voluntary.
   b. Attendance on August 1 is mandatory.

2. Unit members will be compensated at their daily rate.

3. Article 7, Section 7.2 FCEA Orientation/Onboarding Time shall be modified to read as follows:

   7.2.1 Given the legislative mandate to provide direct access to new employees during an orientation process, FCUSD agrees that it will provide no less than 10-days-notice to FCEA of any scheduled group orientations for new employees. FCEA will be given one (1) hour prior to the lunch break at the orientation to present Association information. FCEA will provide meals for the new hires and meet with new employees for membership questions during the lunch hour. FCUSD will resume with the District part of the orientation after the lunch break.

4. This shall fully and finally resolve bargaining for New Teacher Training / Professional Development Days for the 2023/2024 school year.

FOR THE FOLSOM CORDOVA EDUCATION ASSOCIATION

By: Debra Krikourian
Debra Krikourian

Date: 5/24/23

FOR THE FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

By: Donald Ogden
Donald Ogden

Date: 5-24-23

FCUSD Board Ratification: _____