

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

Updates to Collective Bargaining Agreement

01-16-2022

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 update to the collective bargaining.

The updates to CBA include:

- The addition of MOU language.
- The new term July 1, 2020 – June 30, 2022.
- 3.5% increase to 2019-2020 salary schedule.
- 3.0% increase to 2020-2021 salary schedule.
- Updates to Table of Contents, pagination, and Appendices.

Line-Item changes include:

- Cover page
 - Change date to July 1, 2020 -to- June 30, 2022.
- Table of Contents
 - Remove dates from Article 12,
 - Remove dates from Appendix A - Certificated Employee Benefits,
 - Remove dates from Appendix C-1 and C-2,
 - Replace Appendix D-1 “Extra-Curricular Coaches” with “CLUBS”,
 - Replace Appendix D-2 “Clubs and Sponsors” with “Athletics”,
 - Add Appendices D-3, D-4, D-5, D-6, E-3, E-4, E-5, E-6, E-7, E-8, and E-9.
- 3.1.2 Remove date.
- 6.3 Replace “insure” with “ensure”.
- 7.2 New Teacher Orientation: replace “at the beginning” with “before lunch”.
- 8.2 MOU #1 - Sunset needs cabinet approval.
- 8.5.4 Intervention/ Flextime – VDL - Review language.
- 8.12 Replace “7-12” with “6-12” and replace “eight” with “four”.
- 8.13 Replace “7-12” with “6-12”.
- 11.3 Employees-Members: replace “Feb 7-20” with “beginning of week 2 and the end of week 3 in February” and replace “after February 20” with “after the 3rd Friday in February”.
- 11.3.1.2 Replace “Feb 1-12” with “During 1st two weeks of February”.
- 11.5.6 Add - “and as vacancies occur”.
- Article 12 Remove “for the period July1, 2006 to June 30, 2011”.
- 12.1.2.5 Remove
 - “* This piece of language has no sunset date”,
 - “This five-year cycle will be evaluated for effectiveness by the District and the Association at the conclusion of the 2007-2008 school year.”,
 - Change from bullets to numbers.

- 16.1.2 Change
 - Replace “monthly” with “annual”,
 - Add “CAP”,
 - Replace “2017” with “2021”,
 - Replace “\$750” with “\$8,100”,
 - Replace “\$1,080” with “\$12,000”,
 - Add “annual”,
- 16.3 Remove “major”.
- 16.4.1.6 Add “third party plan administrator” and Remove “Accounting Office”.
- 16.4.2 Add “full”.
- 16.4.4 Remove “insurance” Add “prorated based on FTE”.
- 16.4.5 Add “prorated based on FTE”.
- Add 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 of \$75/hour. 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.
- Add
 - 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 For the 2020-2021 school year only, unit members desiring to participate in the Pre-Retirement/Reduced Workload Program for the 2021-22 school year shall submit their letter of intent to the District Superintendent or designee no later than January 14, 2022.
 - 19.6 Eligibility
 - 19.6.1 The Unit Member must have reached the age of fifty-five (55) years prior to reduction in workload.
 - 19.6.2 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.

- 19.6.3 Participation in the Pre-Retirement/Reduced Workload Program will not become effective until the unit member's eligibility with CalSTRS has been confirmed.
- 19.6.4 The total time in which a member reduces his or workload pursuant to Ed Code 22713 shall not exceed ten (10) years.
- 19.6.5 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.
- 19.6.6 The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during his or her final year of service in a full-time position.
- 19.6.7 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 or she makes the payments that would be required if he or she remained in full-time employment.
- 19.6.8 A participating unit member shall be eligible for advancement on the salary schedule in the same manner as full-time unit members.
- 19.6.9 A participating unit member shall earn sick leave on a pro rata basis.
- 19.6.10 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.
- 19.7 Retirement Credit
 - 19.7.1 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.
- Page 56
 - Add Signature lines.
- Appendix Additions
 - Appendix A: replace with current benefits page.
 - Appendix B: replace Nurse "194" with "184" and remove update dates.
 - Appendix C:
 - Add H and I in **COMPENSATION AND RELATED BENEFITS: GENERAL PROVISIONS:**
 - 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 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 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.
 - Add J
 - “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.”
 - Modify in **ADVANCEMENT IN CLASSIFICATION:**
 - Remove “Units for advancement on the District salary schedule shall be approved by the District Personnel Office.”
 - Add
 - 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 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 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, 2021, 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.
 - Appendix C-1: replace with updated salary schedule.
 - Appendix C-2: replace with updated salary schedule.
- Appendix D Updated.
- AFROTC Attachment A: replace with updated salary schedule.

Donald Ogden

District Representative

Debra Krikourian

FCEA Representative

1/16/22

Date

1/21/2022

Date

FCUSD Board Ratified: _____