

FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

And the

FOLSOM CORDOVA EDUCATION ASSOCIATION

MEMORANDUM OF UNDERSTANDING

California State Teachers' Retirement System Reduced Workload Program

05/12/2021

In accordance with Education Code Sections 22713 and 44922, the Folsom Cordova Education Association ("Association") and Folsom Cordova Unified School District ("District") have agreed to grant participation in the California State Teachers' Retirement System (CalSTRS) Reduced Workload Program as follows:

19.5 CalSTRS Reduced Workload Program

- 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 June 15, 2021.

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.

All provisions of this MOU are subject to the negotiated grievance procedure in the CBA.

The Parties agree to incorporate this MOU into the Parties' next collectively bargained agreement.

Donald Ogden

Debra Krikourian

District Representative
Folsom Cordova Unified School District

Association Representative
Folsom Cordova Education Association

Date: 5/12/21

Date: 5/12/21

FCUSD Board Approved Date: 05/20/2021

FCEA Ratified Date: _____