

TENTATIVE AGREEMENT
between
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and
FOLSOM CORDOVA EDUCATION ASSOCIATION
October 9, 2024

This is an Agreement made and entered into between The Folsom Cordova Unified School District (District) and the Folsom Cordova Education Association (FCEA), an affiliate of the California Teachers Association/ National Education Association. The District and FCEA are parties to a collective bargaining agreement which expires June 30, 2025.

The parties bargained for the 2023-2024 school year and reached the following agreements.

1. Contract Updates

- a. Article 1 -- Term updated to June 30, 2025
- b. Article 2 -- Updated per MOU #5, 2022-2023
- c. Article 3 -- Term updated to June 30, 2025
- d. Article 7.2 -- Updated per MOU #11, 2023-2024
- e. Article 8.1 -- Updated per MOU #4, 2023-2024
- f. Article 8.2.1-- Shall be revised as shown on Attachment 1
- g. Article 8.3.2 -- Shall be revised as shown on Attachment 2
- h. Article 8.5.2 -- Updated per MOU #13, 2022-2023
- i. Article 8.5.3 -- Updated per MOU #13, 2022-2023
- j. Article 8.5.4 -- Updated per MOU #13, 2022-2023
- k. Article 8.11.2.2 -- Updated per MOU #15, 2024-2025
- l. Article 8.11.2.4.7 -- Updated per MOU #1, 2022-2023
- m. Article 8.11.2.5.1 -- Shall be revised as shown on Attachment 3
- n. Article 8.13 -- Updated per MOU #10, 2023-2024
- o. Article 8.15 -- Updated per MOU #10, 2022-2023
- p. Article 8.16 -- Updated per MOU #6, 2023-2024
- q. Article 9.3.2.9 Renumbered, formerly Article 9.2.3.9
- r. Article 9.3.9.2 -- Updated per MOU #16, 2022-2023
- s. Article 10.3 Replaced bullets with numbers 10.3.1-10.3.9
- t. Article 12.6 -- Updated per MOU #2, 2023-2024
- u. Article 12.6.1 -- Updated per MOU #2, 2023-2024
- v. Article 12.6.2 -- Updated per MOU #2, 2023-2024
- w. Article 12.6.3 -- Updated per MOU #2, 2023-2024
- x. Article 15.5 -- Updated per MOU #9, 2023-2024 and Shall be revised as shown on Attachment 4
- y. Article 16 -- Updated per MOU #25 and 26, 2024-2025
- z. Article 16.6.4 -- Shall be revised as shown on Attachment 5
- aa. Article 17.3 -- Shall be revised as shown on Attachment 6
- bb. Appendix A -- Updated 2024-2025 Benefits Plans
- cc. Appendix B -- Updated 2024-2025 Certificated Employee Salary Key
- dd. Appendix C -- Shall be revised as shown on Attachment 7
- ee. Appendix C-1 -- Updated 2024-2025 Certificated Employee Salary Schedule

ff. Appendix D

- i. -- Updated Club Stipends
- ii. -- Updated Athletics Stipends
- iii. -- Updated Athletics Stipends
- iv. -- Updated Special Service Annual Stipends
- v. -- Updated Special Service Stipends - Per Activity
- vi. -- Updated Special Service Stipends - Per Hour

gg. Appendix E-2 -- Removed in its entirety.

hh. Appendix E-2 thru E-14 replace with 2023-2024 MOUs #2, 3, 4, 6, 8, 10, 11, 12, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, and 2024-2025 MOU #2

The Parties agree that all other provisions of the collective bargaining agreement remain in full force and effect.

FOR THE FOLSOM CORDOVA
UNIFIED SCHOOL DISTRICT

FOR THE FOLSOM CORDOVA
EDUCATION ASSOCIATION

By: 
Donald Ogden, Ed.D.,
Associate Superintendent HR

By: 
Tracy Suter,
Executive Officer/Bargaining Chair

Date: 11-15-2024

Date: 11-20-24

Board Approved: _____

Attachment 1

- 8.2.1 Teachers 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.

Attachment 2

- 8.3.2 Secondary: (used to calculate working prep only)

Attachment 3

- 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 or fifteen (15) minutes after the students' instructional day. Part-time specialist teachers will add fifteen (15) minutes before and after their prorated day.

Attachment 4

15.5 Classroom Suspension of Pupil by Teacher (MOU #9, 2023-2024)

- 15.5.1 For as long as required by education code, 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 notify the suspension to the principal of the school and send the pupil to the principal or the principal's designee for the appropriate action. Per site policy, 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. This article is educational in nature and not intended to be restrictive.
- 15.5.1.1 A student may not be suspended from class without first providing "other means" of addressing the behavior (15.5.1.2). However, a student may be suspended from class without "other means" when the behavior violates 48900 a-e or if the behavior poses a danger to others. 48900 a-e includes Assault (caused/attempted/threatened injury), Battery (willful use of force), Possession of dangerous object, Controlled substances/alcohol/intoxicants, Look alike controlled substance/alcohol /intoxicants, or Robbery/extortion.
- 15.5.1.2 "Other means" of correction include, but are not limited to, the following:
- (1) A conference between school personnel, the pupil's parent or guardian, and the pupil.
 - (2) Referrals to the school counselor, psychologist, social worker, child welfare attendance personnel, or other school support service personnel for case management and counseling.
 - (3) Study teams, guidance teams, resource panel teams, or other intervention-related teams that assess the behavior and develop and implement individualized plans to address the behavior in partnership with

the pupil and the pupil's parents.

(4) Referral for a comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program, or a plan adopted pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794(a)).

(5) Enrollment in a program for teaching prosocial behavior or anger management.

(6) Participation in a restorative justice program.

(7) A positive behavior support approach with tiered interventions that occur during the school day on campus.

(8) After school programs that address specific behavioral issues or expose pupils to positive activities and behaviors, including, but not limited to, those operated in collaboration with local parent and community groups.

(9) Any of the alternatives described in Section 48900.6.

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.

Attachment 5

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. This provision only applies to employees hired on or before September 1, 2022.

Attachment 6

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 IRS. However, no reimbursement shall be made for travel to and from the employee's residence and the work site.

Appendix 7 (Changes in Bold)

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

K. Appropriate experience may be substituted for a bachelor's degree for those with Career Technical Education (CTE) credentials. (2023-2024 MOU #21)

Advancement in Classification

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 will not count towards salary advancement. (MOU #14, 2023-2024)

- a. Units earned as part of the FCUSD induction program & SCOE or YCOE Special Education Intern programs shall count towards salary advancement.**