A Contract Agreement

between

FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

and

FOLSOM CORDOVA EDUCATION ASSOCIATION

Covering the Period

July 1, 2024 to June 30, 2026

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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, 2024 to June 30, 2026.

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. (MOU #5, 2022-2023)

ARTICLE 3 - NEGOTIATIONS PROCEDURES

3.1 Re-openers

3.1.1 Each party may reopen 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, 2025.

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 reopen 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. (see 2024-2025 MOU #11)

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 (see 2023-2024 MOU #4)

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 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 only)

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) or seven (7) "academic" class schedule with an additional Homeroom/Advisory period. (MOU #13, 2022-2023)

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. (MOU #13, 2022-2023)

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. (MOU #13, 2022-2023)

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>: (see 2024-2025 MOU #15)

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 prorated 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.). (MOU #1, 2022-2023)

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 or 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) (see 2023-2024 MOU #10)

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) (MOU #10, 2022-2023)

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 (see 2023-2024 MOU #6)

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 canceled.

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.

9.3.2.9 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 Personal Necessity Use of Sick Leave

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. (MOU #16, 2022-2023)

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 Association Leave

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, stepchild, 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 Workers 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:

10.3.1 Management employees as designated by the Board of Education
10.3.2 Counselors
10.3.3 District Librarian
10.3.4 Special Education Teachers
10.3.5 Psychologists
10.3.6 Categorically Funded Teachers
10.3.7 Elementary Specialist Teachers
10.3.8 Elementary Music Teachers
10.3.9 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 time following W.I.N. (What I Need) 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 During the summer:

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 Hard to Fill Positions

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 Staffing a New School

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 Transfer Related to Closing of a School

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 Surplus Teachers

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. Surplus 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 (see MOU #2 2023-2024)

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). (see 2023-2024 MOU #2)

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. (see 2023-2024 MOU #2)

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. (see 2023-2024 MOU #2)

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 <u>Assignments - Elementary and Secondary</u>:

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 <u>Referred Participating Teacher</u>

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 <u>Voluntary Participating Teacher</u>

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 <u>Consulting Teacher</u>

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 General Provisions

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 alone 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 in-service 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 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.

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

MOU #25 Nonstop Wellness New Medical Benefit Plans for 2024-2025 for Existing Employees in 2023-2024
MOU #26 Nonstop Wellness New Medical Benefit Plans for 2024-2025 for New Employees in 2023-2024

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 (MOU #25 & 26, 2023-2024).

- 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 (MOU #25 & 26, 2023-2024).

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
- Unreimbursed medical option
- Childcare 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 prorated 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 prorated "in-lieu" amount. This provision only applies to employees hired on or before September 1, 2022.

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 IRS. 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 Paychecks 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	FOR THE FOLSOM CORDOVA
EDUCATION ASSOCIATION	UNIFIED SCHOOL DISTRICT
By: s/ Tracy Suter Date: _____	s/ Donald Ogden Date: _____

APPENDIX A

FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
Employee Benefits Department
CERTIFICATED EMPLOYEE BENEFITS 2024-25

Benefit Plan	Rate Effective	Monthly Premium	10 Month Premium	10 Mo Cost District*	10 Mo Cost Employee*
KAISER $20 COPAY - Employee Only Grp. #32170	09/24	1255.75	1506.90	810.00*	696.90*
Employee w/dependent coverage	09/24	2888.22	3465.86	1480.00*	1985.87*
KAISER NONSTOP- Employee Only	09/24	921.90	1106.28	810.00*	296.28*
Employee w/dependent coverage	09/24	2177.70	2613.24	1480.00*	1133.24*
SUTTER $15 COPAY- Employee Only Grp. #78103	09/24	1078.40	1294.08	810.00*	484.08*
Employee w/dependent coverage	09/24	2480.80	2976.96	1480.00*	1496.96*
SUTTER NONSTOP-Employee Only	09/24	790.90	949.08	810.00*	139.08*
Employee w/dependent coverage	09/24	1845.00	2214.00	1480.00*	734.00*
WHA $20 COPAY-Employee Only Grp. #11874	09/24	908.39	1090.07	810.00*	280.07*
Employee w/dependent coverage	09/24	2091.84	2510.21	1480.00*	1030.21*
WHA NONSTOP – Employee Only	9/24	718.00	861.60	810.00*	51.60*
Employee w/dependent coverage	9/24	1708.00	2049.60	1480.00*	569.60*
In lieu of medical amount (See Article 16.3)	9/22	175.17*		210.20*	
District paid cap for employee only 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	7/24	18.41	22.09	22.09	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 RETIREMENT- STRS CLASSIC	7/24 7/24			19.10% 19.10%	10.21% 10.25%
MEDICARE	1/93			1.45%	1.45%
UNEMPLOYMENT INSURANCE	7/24			.05%	
WORKERS' COMPENSATION	7/24			1.471%	

Note: * Rates shown are for full-time employees and are prorated according to FTE; you can find 2024-25 prorated calculation sheets on Full Benefits site

APPENDIX B

FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

CERTIFICATED EMPLOYEE SALARY SCHEDULE KEY 2024-2025

Teachers	Salary Schedule	Calendar Days
Elementary Teacher	01	185
Elementary Teacher – Foreign Language	01	185
Montessori Teacher	01	185
Elementary Teacher – Gateway Academy	01	185
Elementary Specialist Teacher	01	185
Charter School Teacher	01	185
Middle School Teacher	01	185
High School Teacher	01	185
Secondary Teacher	01	185
Independent Study Teacher	01	185
Home Teacher	01	185
Community Day School Teacher	01	185
CTE Teacher	01	185
Intervention	01	185
Continuation Teacher	01	185
AFJROTC Teacher	82	194
Special Education Mild/Moderate	83	185
Special Education Mild/Moderate Learning Center	83	185
Special Education Moderate/Severe	83	185
Special Education Preschool	83	185
Special Education Adapted PE	83	185
Special Education Orthopedic Impairment	83	185
Special Education ED	83	185
Educational Specialist Preschool/TK/K	83	185

Teachers on Special Assignment	Salary Schedule	Calendar Days
Instructional Coach	55	189
Technology Integration Lead Teacher	55	189
Curriculum and Instruction Specialist – SEL	81	194
Curriculum and Instruction Specialist – Inclusion	81	194
District Lead Teacher (TOSA)	81	194
Student Support Specialist	81	194

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Other Certificated	Salary Schedule	Calendar Days
School Nurse	81	194
School Psychologist	95	194
Deaf and Hard of Hearing Specialist	81	194
District Librarian	81	194
Visually Handicapped Specialist	81	194
School Counselor	81	194
College Readiness Student Advocate	81	194
Counselor Youth Development	81	194
Assistive Technology Specialist	95	204
Augmentative Alternative Comm Specialist	97	204
Speech Language Pathologist	96	185
Program Specialist	85	196
Teaching Assistant Principal	79	189

Certificated Factors (Additional Pay – Not Base Pay for CalStrs)	Salary Schedule	Calendar Days
Secondary Division Leader 4% (1-2, including Division Leader (DL))	40	186
Secondary Division Leader 6% (3-6, including DL)	60	186
Secondary Division Leader 8% (7+, including DL)	80	186
Secondary Division Leader ROTC 4%	41	186
Secondary SPED Division Leader 6% (3-6, including DL)	61	186
Secondary SPED Division Leader 8% (7+, including DL)	84	186
Elementary Department Chair	50	189
Athletic Director 6% (3-6 including AD)	60	185
Athletic Director 8% (7+, including AD)	80	185
Athletic Director SPED 6% (3-6 including AD)	61	185
Athletic Director SPED 8% (7+, including AD)	84	185

Board Approved 06/20/2024

APPENDIX C

BASIC TEACHER SALARY SCHEDULE

COMPENSATION AND RELATED BENEFITS: GENERAL PROVISIONS:

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).

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.

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:

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

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

2024-2025

CERTIFICATED SALARY SCHEDULE

#01

2% INCREASE OVER 2023-2024 BOARD APPROVED SALARY SCHEDULE

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 + 75 w/app*	6 Doctorate
1	$49,961	$57,260	$59,273	$62,236	$68,856	$72,298
2	$51,765	$58,482	$61,406	$64,477	$71,329	$74,895
3		$60,583	$63,620	$66,799	$73,900	$77,594
4		$62,766	$65,909	$69,196	$76,556	$80,383
5		$65,029	$68,282	$71,690	$79,314	$83,280
6		$67,373	$70,736	$74,272	$82,170	$86,279
7		$69,795	$73,284	$76,947	$85,129	$89,385
8		$72,305	$75,924	$79,716	$88,195	$92,604
9		$74,909	$78,658	$82,590	$91,371	$95,941
10**			$81,494	$85,560	$94,660	$99,392
11			$84,425	$88,641	$98,068	$102,972
12				$91,772	$101,596	$106,674
15					$105,255	$110,518
18					$109,042	$114,495
21					$112,965	$118,614
24					$117,032	$122,883
Hourly (Summer School)	$44.96	$51.53	$53.35	$56.01	$61.97	$65.07

* 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 06/06/2024 QSS 01

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			
		2024-2025	**2024-2025 w/ longevity**
	Drama Director (3 productions annually)	$3695	$3880
	School Yearbook Advisor	$3482	$3880
	Speech Coach (6 tournaments annually)	$3014	$3165
	Forensics	$3014	$3165
	Spring Musical (1 production annually)	$1330	$1397
CLASS & CLUB SPONSORS/ADVISORS			
	Cheer/Song Leaders - High School	$3850	$4043
	Cheer/Song Leaders - Middle School	$3014	$3165
	Class Sponsors - Grades 11 & 12	$1462	$1536
	Class Sponsors - Grade 7, 8, 9, 10	$772	$811
	Major Clubs	$1462	$1536
	Minor Clubs / Elementary Student Council	$772	$811

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		**2024 -2025**	**2024-2025 w/ longevity**
	Football	$5142	$5400
	Baseball/Softball	$5142	$5400
	Basketball	$5142	$5400
	Wrestling	$5142	$5400
	Track Men/Women 1	$5142	$5400
	Volleyball	$4236	$4448
	Cross Country	$4236	$4448
	Swimming	$4236	$4448
	Gymnastics	$4236	$4448
	Tennis Men/Women 1	$4236	$4448
	Soccer Men/Women 1	$4236	$4448
	Golf	$3936	$4133
Assistant			
	Football		
	Track		
		2024-2025	**2024-2025 w/ longevity**
	Wrestling	$3695	$3880
	Swimming		
	Diving		
JUNIOR VARSITY SPORTS			
Head Coach			
	Football	$4236	$4448
	Baseball/Softball	$4236	$4448
	Basketball	$4236	$4448
	Wrestling	$4236	$4448
	Volleyball	$3695	$3880
	Soccer Men/Women	$3695	$3880
Assistant	All Asst. JV Coaches	$3695	$3880
FRESHMAN SPORTS			
Head Coach			
	Football	$3695	$3800
	Track	$3695	$3800
	Basketball	$3695	$3800
	Volleyball	$3695	$3800

	Baseball	$3695	$3880
Assistant	All Asst. Frosh Coaches	$3192	$3352
7TH & 8TH GRADE COACHES			
Head	Alt Ed, 7th & 8th Grade Head Coaches	$2051	$2154
Assistant	Alt Ed, 7th & 8th Grade Asst. Coaches	$1694	$1779

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		**2024-2025**	**2024-2025 w/ longevity**
	Advanced Orchestra (3 concerts, 1 festival)	$1116	$1172
	Chamber Choir (3 concerts, 1 festival)	$1343	$1411
	Chorus (3 concerts, 1 festival)	$1116	$1172
	Concert Band (4 concerts, 1 festival)	$1116	$1172
	Concert Choir (3 concerts, 1 festival)	$1116	$1172
	Jazz Band (4 concerts, 2 festivals)	$2012	$2113
	Jazz Choir (3 concerts, 1 festival)	$2012	$2113
	Marching Band (5 games, 1 festival)	$1116	$1172
	Marching Band (with 1/2 time show) (5 games, 1 festival)	$3351	$3519
	Musical Show (3 concerts, 0 festivals)	$1678	$1762
	Orchestra (3 concerts, 1 festival)	$1678	$1762
	Pep Band (5 games, 0 festivals)	$890	$935
	Wind Ensemble (4 concerts, 1 festival)	$1116	$1172
Middle School			
	Advanced Band (3 concerts, 1 festival)	$1116	$1172
	Advanced Orchestra (3 concerts, 1 festival)	$1116	$1172
	Choir (3 concerts, 1 festival)	$1116	$1172
	Chorus (3 concerts, 1 festival)	$1116	$1172
	Intermediate Band (3 concerts, 1 festival)	$1116	$1172
	Intermediate Orchestra (3 concerts, 1 festival)	$1116	$1172

	Jazz Band (3 concerts, 1 festival)	$890	$935
	Pep Band (5 games, 0 festivals)	$890	$935

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: 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	
	2024-2025
Tier 1	$122
Tier 2	$916
Tier 3	$1215
Tier 4	$1833
Tier 5	$2444
Tier 6	$3055
Tier 7	$6107
Tier 8	$7173

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

Tier 3: Family Support Facilitator: Per 10-week session; up to 2 sessions per year (see MOU #18 2023-2024)

SPECIAL SERVICE – PER ACTIVITY	
	2024-2025
Tier 1	$31
Tier 2	Folsom School Sub Fully Day Rate
Tier 3	$1215

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 (MOU #19 2022-2023)

Tier 5: Equity Leaders (see MOU #19 2023-2024)

SPECIAL SERVICE – PER HOUR	
	2024-2025
Tier 1	$49
Tier 2	Paid hourly per salary schedule
Tier 3	$81
Tier 4	$100
Tier 5	$54.62

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 F
MEMORANDUMS OF UNDERSTANDING (MOUS)

August 3, 2023 Final.

MEMORANDUM OF UNDERSTANDING
between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT ("DISTRICT")
and
FOLSOM CORDOVA EDUCATION ASSOCIATION ("FCEA")
Employee Referral Incentive
August 3, 2023

This Memorandum of Understanding ("MOU") is agreed between the Folsom Cordova Unified School District ("District") and the Folsom Cordova Education Association (FCEA).

1. The District will pay a $250 Referral Incentive under the following conditions:

   a. A current District certificated employee ("Employee") refers a Candidate to the Classified Hiring Fair on August 17, 2023 ("Fair"); and
   b. The Candidate acknowledges on job application that they were referred by Employee; and
   c. The Candidate is hired during the Fair and successfully completes the six (6) month probationary period.

2. If the conditions in Section 1, above, are met, both the Employee and Candidate will receive a one-time $250 dollar incentive payment.

3. This MOU shall fully and finally resolve all bargaining for the Employee Referral Program Incentive.

FOR THE FOLSOM CORDOVA EDUCATION ASSOCIATION

By: _____
FCEA, Lead Negotiator

Date: August 3, 2023

By: _____
FCEA President

Date: August 3, 2023

FOR THE FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

By: _____
Associate Superintendent, Human Resources

Date: August 8, 2023

FCUSD Board Ratified: 8/24/2023

FCEA Ratified: 8/8/2023

FCEA 2023-24 MOU# 1 Employee Referral Program

1

MEMORANDUM OF UNDERSTANDING
between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and the
FOLSOM CORDOVA EDUCATION ASSOCIATION
(Evaluation Modifications)

The Folsom Cordova Education Association ("Association") and the Folsom Cordova Unified School District ("District") are parties to a collective bargaining agreement ("CBA") that expired on June 30, 2023. Due to the high volume of temporary and probationary teachers currently employed by the District, the Parties agree to the following modifications for the 2023/2024 and 2024/2025 school years.

1. Temporary and Probation Evaluations

   a. Article 12.6.2 of the CBA requires temporary and probationary members to receive four (4) observations in the course of their evaluation. The Parties agree to temporarily modify Section 12.6.2 as follows:

      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 April.

   b. Bargaining unit members notified by January 20th of non-reelection will not be required to complete the 3rd formal observation.

2. Specified Employee Evaluations Placed In Abeyance

   a. The Parties agree that for the term of this MOU, administrators shall focus on evaluations of temporary, probationary and first year permanent teachers. All other evaluations shall be placed in abeyance. Notwithstanding, a Principal may choose to evaluate a permanent teacher when deemed necessary.

   b. The Parties will commence a subcommittee to discuss the development of a meaningful evaluation instrument. This subcommittee will report to the negotiation teams in January 2024.

Effective July 1, 2025, Evaluations shall be reinstated as originally drafted/scheduled.

FOR THE FOLSOM CORDOVA EDUCATION ASSOCIATION

By: _____

Date: 8-30-23

FOR THE FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

By: _____

Date: 8/30/23

00238515.4
FCEA 2023-24 MOU #2

Memorandum of Understanding #3
Between
Folsom Cordova Unified School District
And
Folsom Cordova Education Association

Alternative Education Schools and Programs

SCOPE OF AGREEMENT: This agreement covers all alternative education programs within the Folsom Cordova Unified School District and the certificated non-administrative, non-classified staff who work within them. Unless specified herein, all wages, benefits, and working conditions for bargaining unit members work in these programs shall be governed by the FCEA collective bargaining agreement. Should FCUSD seek to establish a new alternative educational program within the district, that program shall be subject to the rules here established. Currently, the established alternative programs within FCUSD are: Walnutwood High School, Folsom Lake High School, Kinney High School, Prospect Community Day School, Innovations Academy, Active Community Transition Training (ACTT), and the Folsom Cordova Community Charter Homeschool (FCCCH).

CALENDAR: The academic calendar and work year for Alternative Education programs shall be the same as the standard FCUSD calendar and work year.

SENIORITY: All Alternative Education sites will adhere to the FCUSD Seniority List

TRANSFERS AND REASSIGNMENTS: Sites will follow the most current Article 11 Transfers of the FCEA/FCUSD contract.

POLICY AND PROCEDURE DOCUMENT:

Recognizing that each of these programs are by their very nature uniquely designed to meet their students' needs, each of the following areas may need to be delineated further to match the purpose of the Alternative Education program and the needs of their students. Each Alternative Education site will submit in writing a POLICY AND PROCEDURE DOCUMENTDOCUMENT to show HOW each of the following areas are to be implemented at their site.

Policy and Procedure Documents must adhere to EdCode and the spirit of the existing contract language while at the same time applying reasonable flexibility to interpret contract requirements to fit the needs of that site. The Policy and Procedure Document will be created by a committee consisting of an equal number of administration and FCEA members by April 1st of the current school year. Policy and Procedure Document is not in effect until signed off on by both a FCUSD and a FCEA designee. This document will be enforceable once agreed to by both parties. Policy and Procedure Document will be annually reviewed by the same process each year and resubmitted by December 1st for review. If needed, both site administrator or FCEA representative can request mediation support from FCEA or FCUSD leadership in preparing their document but both parties should view this as an opportunity to work collaboratively and come to consensus as to what works best for their site and the students that they serve.

POLICY AND PROCEDURE DOCUMENT TOPICS: (EXISTING FCEA/FCUSD CONTRACT LANGUAGE)

1. BREAKS AND LUNCHES (8.9 Each full- time employee shall have a continuous duty-free lunch period each working day of not less than thirty (30) minutes.)
2. PREP TIME (see 8.11 Elementary Prep & 8.12 Secondary Prep)
3. CLASS SIZE AND CASELOAD (see EdCode)
4. WORK HOURS AND LOCATION
5. MEETINGS
6. ADJUNCTIVE DUTIES (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.
7. OTHER – SPECIFIC TO THE SITE

For FCEA Lead Negotiator — Date: 11-8-2023

For Folsom Cordova Unified School District — Date: 11-9-2023

FCEA President — Date: 11-9-2023

KKB 11.07.2023 2:55 p.m.
SP FCUSD 11.21.2023 4:02 p.m.

MEMORANDUM OF UNDERSTANDING #4
between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and the
FOLSOM CORDOVA EDUCATION ASSOCIATION

Professional Development Days
2024/2025 and 2025/2026 School Year

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

A. Addition of Two Professional Days

The District and FCEA have collaborated to include two (2) Professional Development Days for certificated staff in the 2024/2025 and 2025/2026 school years, as follows.

1. **2024-2025**

The Calendar will include 180 instructional days and 5 non-instructional days:

a. August 5, 2024: Professional Development Day
b. August 6, 2024: In-Service Day
c. August 7, 2024: Teacher Work Day
d. October 14, 2024: Professional Development Day
e. May 30, 2025: Teacher Work Day

2. **2025-2026**

The FCEA Calendar will include 180 instructional days and 5 non-instructional days, dates to be determined.

3. **Site Flexibility**

a. The 2024/2025 District calendar lists one In-Service Day (orange) and one Teacher Work Day (blue) prior to the first instructional day. The In-Service Day is administrator/District-directed, while the Teacher Work Day is reserved for teacher-directed work.

b. Should a site wish to reorganize the manner in which the In-Service Day and the Teacher Workday are scheduled by switching the order of the days or splitting the time within a given day (rearrange not reallocate), the site shall hold a vote of all certificated staff supervised by both the FCEA site rep and a site administrator on a proposal that better fits the needs of the site.

(1) Certificated staff must approve the change by at least 75% of all votes.

(2) The vote must be scheduled to take place in such a time that the decision is in place before the last student day of school.

(3) Vote only pertains to the following dates: August 6, 2024 and August 7, 2024, the associated dates on the 2025/2026 year to be determined.

(4) In the absence of a vote, or if the vote fails to meet the 75% threshold, the District calendar will be followed as written for the given school year.

c. Impact on Other Contract Language For the Term of this MOU:

(1) Article 8.1 of the CBA shall be held in abeyance.

(2) Article 8.1.1 will continue without change.

B. Certificated Staff with Over 184 Calendar Days

Staff with over 184 calendar days may go to the Professional Development Days but will not have a day added to their calendar.

189 days: Instructional Coach, Teaching Assistant Principal

194 days: School Psychologist, ROTC, School Counselor, School Nurse, District Lead Teacher, C&I Specialist SEL/Equity, Deaf &Hard of Hearing, Student Support Specialist, Visually Handicapped Specialist, Librarian, Teachers on Special Assignment

196 days: Early/Late Program Specialist

204 days: AAC Specialist, Assistive Tech Specialist

C. Sunset

1. This two-year MOU is paid with one-time funds and shall sunset on June 30, 2026.

2. The estimated cost of this MOU is equivalent to 0.5% of pay for each impacted employee.

Donald Ogden
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

12/05/2023
Date

Tracy Suter
FOLSOM CORDOVA EDUCATION ASSOCIATION

11-28-23
Date

FCUSD Board Approved:

MEMORANDUM OF UNDERSTANDING #5
between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and the
FOLSOM CORDOVA EDUCATION ASSOCIATION

Early Notification of Retirement Incentive

This Memorandum of Understanding ("MOU") is between the Folsom Cordova Unified School District ("District") and the Folsom Cordova Education Association ("FCEA").

TERMS

A. ELIGIBLE EMPLOYEES: To be eligible for this retirement incentive, the FCEA bargaining unit member must:

1. be a permanent employee of the District; and
2. be eligible to retire pursuant to STRS regulations (if a STRS member), or pursuant to PERS regulations (if a PERS member); and
3. have at least five (5) years of certificated service with the District on or before June 30, 2024; and
4. submit a Notice of Retirement using TalentEd Records (see attached) within the specified window.

B. EARLY RETIREMENT INCENTIVE:

An eligible, full-time employee shall receive an incentive payment of One Thousand Five Hundred Dollars ($1,500.00), less applicable taxes. This amount shall be prorated for less than full-time employees.

C. EFFECTIVE DATE OF RETIREMENT:

1. The effective date of retirement shall be after the last teacher workday of the 2023-2024 school year, but not later than June 30, 2024.
2. Notice of Retirement must be submitted to the District Office no later than 4:00 p.m. on January 12, 2024. Submission of the Notice of Retirement is irrevocable.

D. GENERAL:

1. This MOU is valid only until the close of business June 30, 2024. Except for the District's continuing obligation to fund the payment(s) listed above, it shall be null and void and of no effect after that date.

2. This MOU is based upon unique circumstances and shall establish no precedent.

3. This incentive shall be paid with one-time funds and is estimated to cost less than $70,000.

Date: 11-9-23

For Folsom Cordova Unified School District

Date: 11-9-23

For Folsom Cordova Education Association

"Attachment"

IRREVOCABLE NOTICE OF RETIREMENT
(Retirement Incentive)

1. ACKNOWLEGEMENT

a. I acknowledge that I have received a copy of the Memorandum of Understanding between the Folsom Cordova Unified School District ("District") and the Folsom Cordova Education Association ("FCEA") regarding the early retirement incentive.

b. Before signing this acknowledgement, and submitting my Irrevocable Notice of Retirement, I had the opportunity to thoroughly review that MOU regarding the retirement incentive.

2. IRREVOCABLE NOTICE OF RETIREMENT

This is Formal Notice of:

a. My retirement from the District. My last day of employment as an active employee of the District will be the last teacher work day of the 2023/2024 school year.

b. I understand that my decision to retire is irrevocable once this Formal Notice has been received and accepted by the District.

3. ACCEPTANCE OF TERMS

I understand that the payment of $1,500.00 will be a one-time, lump sum payment subject to all applicable taxes and withholdings.

_____ Date: _____
Signature

_____
Print Name

Received by District:

_____ Date: _____
Signature

_____
Print Name

Resolution No. 12-14-23-15

BEFORE THE BOARD OF EDUCATION
of the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

To offer an "Early Notification of Retirement Incentive" between Folsom Cordova Unified School District and Members of Folsom Cordova Education Association (FCEA)

WHEREAS, on December 14, 2023, Folsom Cordova Unified School District ("Board") wishes to provide the District's certificated employees with the option to give early notification of retirement and receive a one -time incentive.

WHEREAS, on December 14, 2023, Folsom Cordova Unified School District has authorized a one-time "Early Notification of Retirement Incentive" of $1,500 to any full-time FCEA FCUSD employee (1 FTE) who submits to Human Resources, via TalentEd Records, by January ~~12~~ 19, 2024, his/her official request to retire between June 1, 2024 and June 30, 2024. The bonus will be prorated for part-time employees. In order to qualify for this one-time incentive, the written request must be submitted via TalentEd Records, no later than 4:00 p.m. on January ~~12~~ 19, 2024.

Notice of retirement is non-revocable after January ~~12~~ 19, 2024.

JMS FCEA

This incentive for early notification of retirement will allow for planning as the District prepares for the 2024-2025 school year.

This is a one-time agreement, and is not precedent setting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Folsom Cordova Unified School District:

1. The Superintendent or her designee is authorized to proceed with an Early Notification of Retirement Incentive.

2. The Superintendent or her designee shall serve a copy of this Resolution to all certificated employees.

THE FOREGOING RESOLUTION was duly passed and adopted by the Board of Education of the Folsom Cordova Unified School District at a regular meeting held on the 14th day of December 2023, by the following roll call vote:

AYES: 5
NOES: 0
ABSENT: 0

Signed and approved by me after its passage.

President of the Board of Education
Tim Hooey

ATTEST:

Clerk of the Board of Education
David Reid

Page 1 of 1

FCEA Proposal 2/7/24
FCEA update 3/13/24
DO 3/15/2024

MEMORANDUM OF UNDERSTANDING #6
between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and the
FOLSOM CORDOVA EDUCATION ASSOCIATION

Minimum Days at Comprehensive Secondary Schools
March 13, 2024

The Folsom Cordova Unified School District ("District") and Folsom Cordova Education Association ("Association") enter this Memorandum of Understanding ("MOU") regarding the minimum days at the comprehensive secondary schools.

Current contract language is as follows:

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.

For the year 2024 - 2025, all comprehensive secondary sites will mirror the minimum days scheduled for 2023 - 2024. FCUSD and FCEA agree to meet and negotiate the above contract language to reflect current practices and ensure feasibility at all sites. Elementary minimum days will remain unchanged.

This MOU shall remain in full force and effect through June 30, 2025.

Cost estimated at $0

FOR THE FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

By: _____
Donald Ogden, Associate Superintendent Human Resources

Date: March 15, 2024

FOR THE FOLSOM CORDOVA EDUCATION ASSOCIATION

By: _____
Tracy Sutef, FCEA Executive Officer/ Bargaining Chair

Date: 3-15-24

Board Approved: 3/21/2024

FCUSD FCEA 2024-2025 MOU #6 Minimum Days at Comprehensive Secondary Schools

Sunsetting MOU # 18 4/22/23
MOU # 8? FCEA Proposal Elem CPT 02/07/2024
Session drafting 020724 10:30am
DO 3/12/2024 1:07pm
DO 3/15/2024

MEMORANDUM OF UNDERSTANDING #8
between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and the
FOLSOM CORDOVA EDUCATION ASSOCIATION

Collaboration Time at the Elementary Schools
March 13, 2024

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, 2025.

A. Collaboration Time

1. The goal of Collaboration Time (CT) is to improve teaching effectiveness and increase learner achievement. Through Collaborative Teams [e.g. grade level teams and Professional Learning Teams, educators will have the opportunity during the workday to engage in activities such as reviewing assessment data, planning units, collaborating on projects and common assessments.

2. The length of a collaboration (early release for students) day will not exceed the number of minutes in a regular school day.

   a. Elementary schools will continue to have early release days on Thursdays at 1:15 p.m. beginning on August 11, 2024.

   b. With the exception of August, every effort will be made to schedule staff meetings on the first Thursday of each month during the school year.

3. It is the expectation that by the end of May 2024, elementary site administrators shall make every effort to collaboratively create a schedule with their certificated staff delineating how the site will use collaborative days for the following school year. If consensus cannot be reached, then schools will use the following to organize a month of collaborative days: One (1) Staff meeting, three (3) CT meetings.

a. Consensus does not mean everyone gets exactly what they want. It does mean that the will of the group emerges and everyone can live with the decision and support it outside of the team.

B. TK and TK-K combo collaboration time

1. All TK will have two (2) days of collaboration time per month.

a. Collaboration 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, they may schedule 30-minute time blocks to accommodate missed preps that may be made up during CT release time. These time blocks replace the missed prep. Itinerant teachers will not reschedule the missed prep time.

ii. TK Collaboration days for the 2024-2025 school year will be (in order to align with faculty meetings):

a) August 14 - 15
b) September 4 - 5
c) October 2 - 3
d) November 6 - 7
e) December 4 - 5
f) January 8 - 9
g) February 5 - 6
h) March 5 - 6
i) April 2 - 3
j) April 30 - May 1

c. Where a class is a TK/K combo, a substitute will be utilized to facilitate Collaboration release time on Fridays.

C. Grades K-2 will have minimum days August 8, 2024 to August 23, 2024.

1. Minimum days (8:15 a.m. - 1:21 p.m. with Thursday release time remaining at 1:15 p.m.)

2. Teachers may conduct beginning-of-the-year assessments with their students, build relationships with students, and collaborate with colleagues.

3. If a K-2 teacher's prep time will be missed during the first three (3) weeks:

   a. that K- 2 teacher will not schedule assessments or collaboration for one 30-minute time block per missed prep.

   b. These time blocks replace the missed preps. Itinerant teachers will not reschedule the missed prep time.

   c. An assessment schedule will be created by K-2 teachers.

   d. When practicable, the intervention teachers will direct their support to grades 3-5.

   e. The full-day schedule will begin on August 26, 2024.

D. General

1. All components of the Parties' current CBA not in conflict with this MOU shall remain in full effect.

   Estimated cost for this MOU is the cost of 10, ½ -days of sub pay per TK/K combination class.

2. This MOU shall remain in full force and effect through June 30, 2025.

   Survey(s) will be conducted by February to measure the success of these adjustments to elementary collaboration time.

Cost estimated at $4,700.00 by the General Fund.

FOR THE FOLSOM CORDOVA EDUCATION ASSOCIATION

By: _____
Tracy Suter, FCEA Executive Officer/
Bargaining Chair

Date: 3-15-24

FOR THE FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

By: _____
Donald Ogden, Associate
Superintendent Human Resources

Date: March 15, 2024

Board Approved: 3/21/2024

MEMORANDUM OF UNDERSTANDING #9
between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and
FOLSOM CORDOVA EDUCATION ASSOCIATION

Article 15.5 – Suspension of Pupil by Teacher
April 10, 2024

This Memorandum of Understanding ("MOU") is agreed to between the Folsom Cordova Unified School District ("District") and the Folsom Cordova Education Association (FCEA). 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, 2026. The parties have agreed that Article 15.5 – Suspension of Pupil by Teacher, shall be modified as shown on this MOU. This MOU is educational in nature and not intended to be restrictive. This shall fully and finally resolve all bargaining regarding Article 15.5 for the 2023/2024 school year.

Current Language:
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.

Proposed Language:
15.5 Classroom Suspension of Pupil by Teacher

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.

Current Language:

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.

No cost estimated.

FOR THE FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

By: _____
Donald Ogden, Associate Superintendent Human Resources

Date: 4/16-2024

FOR THE FOLSOM CORDOVA EDUCATION ASSOCIATION

By: _____
Tracy Suter, FCEA Executive Officer/ Bargaining Chair

Date: 4-18-24

Board Approved: _____

MEMORANDUM OF UNDERSTANDING #10
between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and the
FOLSOM CORDOVA EDUCATION ASSOCIATION

Comprehensive High School Supervision
May 8, 2024

The Folsom Cordova Unified School District ("District") and Folsom Cordova Education Association ("Association") enter this Memorandum of Understanding ("MOU") to pilot updated language regarding Secondary Supervision at the comprehensive high schools from 8.13 of the current collective bargaining agreement.

The purpose of this MOU is to pilot a process for the comprehensive high schools to foster transparency at each site and allow for greater equity between the comprehensive high schools regarding supervisory duties.

Current Language:
8.13 Secondary Supervision (6-12)
8.16.1 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.

Proposed additional language to eventually become 8.16.2

Definition of Supervision: Supervision is defined as a duty outside the school day where a certificated staff member is expected to provide supervision support of students and families to the site administration team. Duties include supervision at sports events including playoffs, school dances, and other school performances or events as mutually agreed upon at the site.

Definition of Adjunct Duties (from 8.8.2 of CBA): An adjunctive duty is an unpaid assignment related to the school site that occurs outside the instructional day (by way of illustration, and not limitation, this includes CAC, FCEA rep, PTA, etc.).

Adjunct duties that receive credit as supervision duties: FCEA rep = 2 unpaid supervision credits; Membership in School Site Council = 2 unpaid supervision credits; Member of school site community schools committee = 2 unpaid supervision credits; Spring Back to School Night = 1 unpaid supervision credit. These duties merely apply to a member's number of supervision requirements and do not receive supervision pay.

Process: Recognizing that each of the comprehensive high schools' needs are determined by the size of the school, requirements of each respective athletic conference, and other unique site circumstances, each school will use the following process to provide transparency and improve equity between sites.

- In the spring, site principal or designee will meet with the lead site rep or designee to create the list of supervision duties for the following school year and identify which events will need to split into separate shifts or require additional support for safety reasons.
- In the fall, each school will have an electronic sign-up system that rotates by year/term by birthdays so no one group of staff gets first choice repeatedly.
- Staff who do not sign up for their supervision duties or proactively identify their adjunct credited duties will be assigned by the administrator as needed after a specified and publicized deadline at the site.
- Should additional duties be needed after bullet #3 above, duties will be assigned equitably by the site Principal in consultation with an FCEA representative.
- A timecard with event name and date will be placed in the staff member's mailbox to sign and add district ID number and then return to the proper site support personnel within a week of the event.
- Reasonable efforts will be made, not to exceed supervisory duties in excess of four (4) hours and five (5) supervisory duties per year. See list of adjunct duties that receive credit as supervision duties listed above. To receive supervision credit, a minimum of five (5) committee meetings must be attended by staff members.

This MOU shall represent a pilot of this process for the comprehensive high schools for the 2024-25 school year. By March 1, 2025, administrators and site reps from these sites will meet to determine the success of the pilot and whether additional edits or piloting are needed. Absent mutual agreement, this MOU shall sunset on June 30, 2025.

There are no costs associated with implementing this MOU.

FOR THE FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

By: Donald Ogden
Donald Ogden, Associate Superintendent Human Resources

Date: 5-20-2024

FOR THE FOLSOM CORDOVA EDUCATION ASSOCIATION

By: Tracy Suter
Tracy Suter, FCEA Executive Officer/ Bargaining Chair

Date: 5-20-24

Board Approved: 6.6.24

MEMORANDUM OF UNDERSTANDING #11
between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and the
FOLSOM CORDOVA EDUCATION ASSOCIATION

New Teacher Training / Professional Development Days
March 13, 2024

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, 2026.

1. The District has scheduled New Teacher Training / Professional Development Days for August 1, 2024, and August 2, 2024.

2. The District has scheduled an additional 2 Professional Development days for new Special Education teachers and new certificated related service providers on July 30, 2024, and July 31, 2024, which are voluntary.

3. Unit members will be compensated at their daily rate.

4. 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. This will occur on August 2, 2024.

5. This shall fully and finally resolve bargaining for New Teacher Training / Professional Development Days for the 2024-2025 school year.

6. Cost estimated at $120,000 by the General Fund.

FOR THE FOLSOM CORDOVA
UNIFIED SCHOOL DISTRICT

By: _____
Donald Ogden, Associate
Superintendent Human Resources

Date: March 15, 2024

FOR THE FOLSOM CORDOVA
EDUCATION ASSOCIATION

By: _____
Tracy Suter, FCEA Executive Officer/
Bargaining Chair

Date: 3-15-24

Board Approved: 3/21/2024

MEMORANDUM OF UNDERSTANDING #12
PILOT PROGRAM between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and the
FOLSOM CORDOVA EDUCATION ASSOCIATION

Collaboration Time for Special Education Preschool
March 13, 2024

The Folsom Cordova Unified School District ("District") and Folsom Cordova Education Association ("Association") enter this Memorandum of Understanding ("MOU")

A. BACKGROUND

Special education preschool teachers communicated a desire to participate in collaboration time as well as monthly staff meetings at their elementary campuses. The goal of collaboration time is to improve teaching effectiveness and increase learner achievement. Through collaborative teams [e.g. grade level teams and Professional Learning Teams (PLT), pre-school job alike within and across elementary school triads], educators will have the opportunity during the workday to engage in activities such as reviewing assessment data, planning units, collaborating on projects and common assessments.

Cordova Lane Center, as a preschool only site, arranges staff meetings between AM and PM preschool sessions, and is not subject to the terms of this MOU. The goals of this MOU are to: 1) enable the District's preschool bargaining unit members to have the necessary time to engage in collaborative teams; 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 2024 - 2025 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 15
   - September 5
   - October 3
   - November 7
   - December 5
   - January 9
   - February 6
   - March 6
   - April 3
   - May 1

3. 2024/2025 Bell Schedule

a. Currently, preschoolers attend school: 150 min x 180 days = 27,000 min/year. One session per month (10 months) for Collaboration Time /Staff meetings, this is a reduction of 1,500 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.

SAMPLE SCHEDULE FOR COLLABORATION TIME

Schedule	Sample Activity
8:15-9:30	Team planning (sites) and PLC Prep
9:45-11:30	PLC Cycles of Inquiry with student data for preschool practices
11:30-12:00	Lunch
12:00-1:15	Travel and data planning
1:15- 2:45	Site Staff Meeting

4. Site Principals and District Leadership will work with their preschool teachers to organize, structure, and facilitate Collaboration Time to meet the needs of school site students.

a. Collaboration Time in preschool will be used to support planing curriculum, planning to meet the social and 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.

c. On August 15th, 2024 a collaboration planning meeting will be held at the ESC to coordinate Collaboration 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 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, 2025. Absent mutual agreement, this MOU will sunset on June 30, 2025.

Cost estimated at $ (TBD) by the General Fund (Based on the increase in Paraprofessional Hours).

FOR THE FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

By: _____
Donald Ogden, Associate Superintendent Human Resources

Date: March 15, 2024

FOR THE FOLSOM CORDOVA EDUCATION ASSOCIATION

By: _____
Tracy Suter, FCEA Executive Officer/ Bargaining Chair

Date: 3-15-24

Board Approved: 3/21/2024

MEMORANDUM OF UNDERSTANDING #13
between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and the
FOLSOM CORDOVA EDUCATION ASSOCIATION

Summer School during the 2023-2024 School Year
March 13, 2024

Folsom Cordova Unified School District and Folsom Cordova Education Association enter this Memorandum of Understanding ("MOU") regarding the issues related to summer school during the 2023-2024 school year. The mutual goal is to provide the best possible learning opportunities for all students. This agreement only applies to 2023-2024 summer school and shall not be precedent setting for future contract negotiations.

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement between the Parties that are in conflict 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.

ARTICLE 1:

1.0 Stipends

1.1 Secondary Summer School Teachers: (Cordova High School; depending upon enrollment)
1 In-service Day (Date TBD)
14 days of instruction (June 3-June 21; no school 06/19)
5 days per week
4.25 hours per day (8:30 am – 12:45 pm)
$256.87 x 15 = $3,853 stipend

1.2 Secondary Summer School Counselors: (Cordova High School; depending upon enrollment)
5 days outside of contract (includes building master schedule and planning)
14 days of instruction (June 3 - June 21; no school 06/19)
5 days per week
4.25 hours per day (8:30 am – 12:45 pm)
$282.54 x 19 = $5,368 stipend

1.3 ESY Preschool Teacher: (depending upon enrollment: CVE, RRE)
1 In-service Day (May 30th)
20 days of instruction (May 31st - June 28; no school 06/19)
5 days per week
4 hours per day (8:30 am – 12:30 pm)
$249.00 x 21 = $5,229 stipend

1.4 ESY Teacher: (depending upon enrollment: CVE, RRE, CHS)
1 In-service Day (May 30th)

20 days of instruction (May 31st- June 28; no school 06/19)
5 days per week
4 hours per day (8:30 am – 12:30 pm)
$249.00 x 21 = $5,229 stipend

1.5 Related Service Providers (SLP/184 Day Calendar)
1 In-service Day (May 30th)
20 days of instruction (May 31st- June 28; no school 06/19)
5 days per week
4 hours per day (8:30 am – 12:30 pm)
$306.32 x 21 = $6,433 Stipend

1.6 Related Service Providers on (Nurse/194 Day Calendar)
1 In-service Day (May 30th) in normal work calendar
1 day of instruction (May 31st) in normal work calendar
19 days of instruction outside of normal work calendar (June 3rd – June 28th; no school 06/19)
5 days per week
4 hours per day (8:30 am – 12:30 pm)
$265.92 x 19 = $5,052 Stipend

ARTICLE 2:

2.0 Duration

2.1 The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, parents, and the District community as events continue to unfold during the pandemic.

2.2 This MOU shall expire in full without precedent on July 1, 2024, unless extended by mutual written agreement of the Parties.

Cost estimated at $ (TBD) by the General Fund (Based on Enrollment).

FOR THE FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

By: Donald Ogden
Donald Ogden, Associate Superintendent Human Resources

Date: March 15, 2024

FOR THE FOLSOM CORDOVA EDUCATION ASSOCIATION

By: Tracy Suter
Tracy Suter, FCEA Executive Officer/ Bargaining Chair

Date: 3-15-24

Board Approved: 3/21/2024

Addendum to Summer School MOU #13
between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and the
FOLSOM CORDOVA EDUCATION ASSOCIATION

Expanded Learning and VAPA Summer Programs during the 2023-2024 School Year
April 10, 2024

Folsom Cordova Unified School District and Folsom Cordova Education Association enter this Memorandum of Understanding ("MOU") regarding the issues related to the Expanded Learning Summer Program and Visual and Performing Arts (VAPA) Summer Enrichment Camp, during the 2023-2024 school year. The mutual goal is to provide the best possible learning opportunities for all students. This agreement only applies to 2023-2024 Expanded Learning Summer Program and VAPA Summer Enrichment Camp and shall not be precedent setting for future contract negotiations.

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement between the Parties that are in conflict 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.

ARTICLE 1:

1.0 Stipends

1.1 Teachers for Expanded Learning Program - Session I: (Mills Middle, Cordova Gardens Elementary, Rancho Cordova Elementary, Navigator Elementary, Peter J. Shields Elementary, White Rock Elementary, Blanche Sprentz Elementary, Mangini Ranch Elementary, and Empire Oaks Elementary; based upon enrollment)
1 inservice day (May 31; paid $211.54 outside of stipend with confirmed attendance)
14 days of instruction (June 3-June 21; no school June 19)
5 days per week
3.5 hours per day (8:15 am – 11:45 am)
$211.54 x 14 = $2962 stipend

1.2 Teachers for Expanded Learning Program - Session II: (Mills Middle, Cordova Gardens Elementary, Rancho Cordova Elementary, Navigator Elementary, Peter J. Shields Elementary, White Rock Elementary, Blanche Sprentz Elementary, Mangini Ranch Elementary, and Empire Oaks Elementary; based upon enrollment)
1 inservice day (May 31; paid $211.54 outside of stipend with confirmed attendance)
14 days of instruction (June 24-July 12; no school July 4)
5 days per week
3.5 hours per day (8:15 am – 11:45 pm)
$211.54 x 14 = $2,962 stipend

1.3 Visual and Performing Arts Teachers: (Sandra J. Gallardo and Rancho Cordova Elementary)
1 Professional Development Day (May 31)
10 days of instruction (June 3-June 14)
5 days per week
4 hours per day (8:00 am -12:00 pm)
$241.76 x 11 = $2,659 stipend

ARTICLE 2:

2.0 Duration

2.1 The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, parents, and the District community as events continue to unfold during the pandemic.

2.2 This MOU shall expire in full without precedent on July 1, 2024, unless extended by mutual written agreement of the Parties.

Cost estimate for Expanded Learning Program teacher stipends at $109,594 by Expanded Learning Opportunities Program funding.

Cost estimate for VAPA Enrichment Camp teacher stipends at $26,590 by Proposition 28/AMS Program (Art & Music in School) funding.

FOR THE FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

Donald Ogden, Associate Superintendent
Human Resources

4-16-2024
Date

FOR THE FOLSOM CORDOVA EDUCATION ASSOCIATION

Tracy Suter, FCEA Executive Officer/
Bargaining Chair

4-18-24
Date

Board Approved: 5/2/2024

MEMORANDUM OF UNDERSTANDING #14
between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and the
FOLSOM CORDOVA EDUCATION ASSOCIATION

Intern Teacher: Advancement in Classification
March 13, 2024

The Folsom Cordova Unified School District ("District") and Folsom Cordova Education Association ("Association") enter this Memorandum of Understanding ("MOU") to pilot updated language regarding advancement in classification for teachers enrolled in the Sacramento County Office of Education (SCOE) or Yolo County Office of Education Special Education intern programs from Appendix C: Basic Teacher Salary Schedule; Compensation and related benefits; General provisions; Advancement in Classification Section B. 1 of the current collective bargaining agreement.

The purpose of this MOU is to pilot a process for allowing teachers enrolled in the SCOE or YCOE Special Education Intern Programs to earn credits toward salary advancement.

Current Language:
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.

Proposed additional language to eventually become:
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.

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

This MOU shall represent a pilot of this process for the 2024-25 school year. Absent mutual agreement, this MOU shall sunset on June 30, 2025.

Cost estimated at $16,700 by the General Fund.

FOR THE FOLSOM CORDOVA
UNIFIED SCHOOL DISTRICT

By: _____
Donald Ogden, Associate
Superintendent Human Resource

Date: March 15, 2024

FOR THE FOLSOM CORDOVA
EDUCATION ASSOCIATION

By: _____
Tracy Suter, FCEA Executive Officer/
Bargaining Chair

Date: 3-15-24

Board Approved: 3/21/2024

MEMORANDUM OF UNDERSTANDING #15
between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and the
FOLSOM CORDOVA EDUCATION ASSOCIATION
for a Pilot Program

Elementary Physical Education Inclusion Modification
April 10, 2024

The Folsom Cordova Unified School District ("District") and Folsom Cordova Education Association ("Association") enter this Memorandum of Understanding ("MOU").

The Special Education Department has moved to a Neighborhood Schools Model, which changes service to some classes to incorporate K-5 grades. The intention of this MOU is to provide the full hundred (100) minutes of prep time for special education teachers assigned to a K-5 moderate or intensive classroom.

1. The Collective Bargaining Agreement (CBA) contains the following language regarding 4-6 preparation time.

   8.11.2.2 Curriculum:
   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.

2. For the duration of this MOU, the following language shall supersede the language in the CBA to the extent that the language is conflicting.

   8.11.2.2 Curriculum:
   8.11.2.2.1 a) Special Education teachers assigned to a K-5 moderate or intensive classroom will be provided hundred [100] minutes of prep time: physical education (seventy [70] minutes) and music (thirty [30] minutes).

This MOU shall expire on June 30, 2025.

Cost estimated at $0.00.

FOR THE FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

By: Donald Ogden
Donald Ogden, Associate Superintendent Human Resources

Date: 4-16-2024

FOR THE FOLSOM CORDOVA EDUCATION ASSOCIATION

By: Tracy Suter
Tracy Suter - FCEA Executive Officer/ Bargaining Chair

Date: 4-18-24

Board Approved: 5/2/2024

FCUSD FCEA 2024-2025 MOU #15 Elementary Physical Education Inclusion Modification

MEMORANDUM OF UNDERSTANDING #16
between
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and
FOLSOM CORDOVA EDUCATION ASSOCIATION

Special Education Intern Teacher Mentors
May 10, 2024

The Folsom Cordova Unified School District ("District") and Folsom Cordova Education Association ("Association") enter this Memorandum of Understanding ("MOU") that shall be in effect upon signature. The Folsom Cordova Education Association ("Association") and Folsom Cordova Unified School District ("District") have worked collaboratively on an agreement that will provide mentor teachers to support special education intern teachers participating in the SCOE, Yolo/Solano, and other accredited Intern Programs.

The District needs up to twenty-five (25) 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 (3) 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. The job of the Mentor is to mentor special education intern teachers during intern pre-service and during the intern credential program.

c. This is a one-year (1) position and must be reapplied for annually. (Positions hired will maintain the position for the 2024-2025 school year). Interested bargaining unit members should apply through the in-house application process on Edjoin.

II. QUALIFICATIONS:

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

III. TYPICAL DUTIES AND RESPONSIBILITIES:

a. Follow and implement the intern support requirements and Mentor training outlined in this MOU.
b. Support intern at the school site including:
    i. Schedule a minimum of one (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 and review timelines for projects required by the Intern 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, and/or effective classroom instruction.
    v. Observe interns and provide feedback at least two (2) times annually.
    vi. Model instruction, lesson planning, and assessment.
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 includes administration, scoring, and reporting on an academic assessment such as the "WIAT" and/or other standardized tests.
    iv. Using Curriculum-Based Measurements (CBM) and other tools for gathering data to help determine Present Levels of Performance when standardized tests are not appropriate.
    v. Determining Baseline Present Levels of Performance.
    vi. Data Collection for progress monitoring and reporting on goals.
    vii. Developing goals based on data from present levels of performance.
    viii. IEP Meeting Facilitation including the use of the IEP Checklist and Agenda.
    ix. Completing an IEP meeting: affirming the IEP documents, forwarding all documentation to families and the Special Education Dept.
    x. Classroom and Curricular Accommodations/Modifications/ Adaptations
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.

i. Participate in the FCUSD New Teacher Support and Development feedback and evaluation process. Provide feedback on the effectiveness of the program through surveys throughout the year.

IV. Compensation

a. Special Education Intern Teachers and Mentors will receive additional coaching and mentoring and will share a total of up to four (4) release days to receive and provide training. Should a mentor support more than one (1) mentee, another four (4) release days will be available. Release times may be agreed upon by Intern and Mentor. A portion of these days may be used to support the Intern in their classroom to set-up the classroom, model lessons, model assessments, and model IEP facilitation.

b. Special Education Intern Teacher Mentors will be paid ($3,055) per Appendix D-4 Tier 6 Annual Stipend for each school year in the position. Mentors shall receive an additional $1,750 for second participating Intern. The stipend may also end when the Intern completes course work and/or receives their preliminary credential when verified by District personnel. Stipends will be prorated based on the percentage of the prorated year served.

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, 2025.

Cost estimated at $101,375 by General Fund.

FOR THE FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

Donald Ogden, Associate Superintendent Human Resources

4-16-2024
Date

FOR THE FOLSOM CORDOVA EDUCATION ASSOCIATION

Tracy Suter, FCEA Executive Officer/ Bargaining Chair

4-18-24
Date

Board Approved: _____

MEMORANDUM OF UNDERSTANDING #17
between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and the
FOLSOM CORDOVA EDUCATION ASSOCIATION

Community Schools
May 8, 2024

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 ("MOU") in order to address the impacts and effects of the implementation of community schools on the working conditions of FCEA Unit Members for the 2024-2025 school year.

A Community School is defined as, "The heart of a community, uniting diverse and engaged stakeholders to make the school community stronger and ensure that students are learning in environments that make them feel safe, valued, engaged, challenged, and healthy." Through programmatic, structural, and systemic shifts that center on collaborative leadership and practices, FCUSD, FCEA, and partners seek to provide the infrastructure for a sustainable Community Schools strategy. Both parties commit to the success of the Community Schools' transformational movement and will be utilizing and integrating a Community School ethos in their relationship with each other and other partners.

Since the California Department of Education (CDE) released the Community Schools Request For Application (RFA), FCUSD grant writers worked collaboratively with various partners and FCEA on a community strength and needs assessment to align the vision and budget design for these funds with the listed school sites: Cordova Gardens Elementary, Cordova Meadows Elementary, Cordova Villa Elementary, Kinney High, Mills Middle, Rancho Cordova Elementary, White Rock Elementary, and Williamson Elementary. These sites qualified for the implementation grant based on their Unduplicated Pupil Percentage (UPP), suspension rates, and/or other state-determined data points. A second cohort of schools: Cordova High, Cordova Lane Center, W.E. Mitchell Middle, Navigator Elementary, and Peter J. Shields Elementary applied for implementation grants during the 2023-2024 school year but didn't receive funding due to changing UPP criteria by the CDE in response to state budget issues. Cordova High School is being appealed.

<u>2022-2023 School Year: Planning Year</u>

- FCUSD and FCEA will collaborate to create appropriate Job Descriptions.
- FCEA unit members will be members of the Community Schools District Steering Committee.
- Seven (7) schools will apply for Community Schools implementation grants.

2024-2025 School Year:

- Seven (7) schools will apply for Community Schools implementation grants.
- FCEA unit members will be members of the Community Schools District Steering Committee.
- Each school site that receives an implementation grant will hire a full-time staff person to coordinate the community schools work.
- An FCEA member will be invited to serve on the interview panel for each Community School site certificated position.
- Training hours for certificated staff at community schools will be paid at the FCEA Schedule D rate.

Community Schools District Steering Committee

- The Steering Committee will have shared accountability for improving student outcomes in alignment with the focus areas of each designated FCUSD Community School. Shared accountability means using disaggregated data for collaborative decision-making within the committee, and working with their department staff, peers and/or labor groups to shift practices based on Steering Committee recommendations and site-level decisions.
- The Steering Committee will support the full implementation of the Community Schools framework at each school.
- The Steering Committee will meet a minimum of five (5) times per school year and include at least two (2) parents, at least two (2) students, at least two (2) FCEA represented employees, at least one (1) of whom works in an FCUSD Community School and at least two (2) CSEA represented employees. FCEA shall have sole determination as to who represents FCEA on the Committee.
- The Steering Committee will co-host two (2) regional meetings in the late afternoon/early evening or weekends for Professional Development alongside Community School site leaders. One event in the fall, preferably in conjunction with another District community event, such as the Parent Summitt, to provide Professional Development to support understanding of Community Schools, site action plans, and goals for the school year. The team will invite administration, leadership teams, parents, and youth leaders from each site. The second co-hosted event will be a family recognition event held in the spring closer to the end of the school year.
- The Steering Committee will be responsible for facilitating a shared vision for Community Schools, including regularly reviewing Needs and Assets assessments, budgets, programs, and student data from designated FCUSD Community Schools.
- Participants in the Steering Committee will be expected to attend scheduled meetings, participate in committee work, and serve as a District-wide advocate for removing systemic barriers to student achievement and wellness.

School Site Councils

- FCUSD will provide School Site Council (SSC) teams, leadership teams, and Guiding Coalitions training in the Community Schools model, shared decision-making, the role of the School Plan for Student Achievement (SPSA), safety plans, and school funding.
- The FCUSD Categorical Programs Department will develop and provide SSC teams with a standard template structure for agendas, minutes, and bylaws.

- Each Community School shall create a Family Partnership Team that will advise the SSC regarding funding and programmatic decisions specific to their Community School. This Team shall meet six (6) to eight (8) times per year in addition to a Family Partnership Team representative to attend scheduled SSC meetings. FCEA unit members at the site who participate in the Family Partnership Team for the full school year shall be credited two (2) adjunctive duties for this work.
- The Steering Committee will support the site's Family Partnership Team with consistent information (documents, presentations, etc.) to help create continuity amongst sites.
- Each site's Family Partnership Team will share trimester updates with the Steering Committee.

In a Community Schools setting, FCUSD and FCEA commit to continue implementing strong and intentional community partnerships ensuring pupil learning and whole child and family development, including the following features: integrated student supports, family and community engagement, collaborative leadership practices for educators and administrators, and extended learning time and opportunities.

Absent mutual consent, this MOU shall sunset on June 30, 2025. This is a one-time agreement and is not precedent setting.

Cost estimated at $1,617,526.00 by Resource 6332 Community Schools Grant.

FOR THE FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

By: _____
Donald Ogden, Associate Superintendent Human Resources

Date: 5-20-2024

FOR THE FOLSOM CORDOVA EDUCATION ASSOCIATION

By: _____
Tracy Suter, FCEA Executive Officer/ Bargaining Chair

Date: 5-20-24

Board Approved: 6.6.2024

MEMORANDUM OF UNDERSTANDING #18
between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and the
FOLSOM CORDOVA EDUCATION ASSOCIATION

Family Support Facilitator
May 8, 2024

The Folsom Cordova Unified School District ("District") and Folsom Cordova Education Association ("Association") enter this Memorandum of Understanding ("MOU") regarding the stipend position of Family Support Facilitator.

The Family Support Facilitator position is currently found under:

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 3: Family Support Facilitator

SPECIAL SERVICE - ANNUAL		
	2023-2024	**2024-2025**
Tier 3	$1191	$1215

By agreement, this position will be moved from Appendix D-4; Special Service – Annual; Tier 3 to:

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 3: Family Support Facilitator – per 10-week session; up to two sessions a year.

SPECIAL SERVICE – PER ACTIVITY		
		2024 - 2025
Tier 3		$1215

This MOU shall be in effect upon ratification of both Parties and 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, 2025.

Cost estimated at $2,430.00 by Supplemental funding and Miller Family Foundation Grant.

FOR THE FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

By: _____
Donald Ogden, Associate Superintendent Human Resources

Date: 5-20-2024

FOR THE FOLSOM CORDOVA EDUCATION ASSOCIATION

By: _____
Tracy Suter – FCEA Executive Officer/ Bargaining Chair

Date: 5-20-24

Board Approved: 4.4.2024

MEMORANDUM OF UNDERSTANDING #19
between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and the
FOLSOM CORDOVA EDUCATION ASSOCIATION

Equity Leaders
May 8, 2024

The Folsom Cordova Unified School District ("District") and Folsom Cordova Education Association ("Association") enter this Memorandum of Understanding ("MOU") regarding compensation and expectations for the FCUSD Equity Leaders. The FCUSD Equity Leaders will implement targeted action to bolster educational equity across the district.

Previous Compensation:
Annual Stipend of $3,200.00

New Compensation:
Hourly Rate of $54.62

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 (Director of Social Emotional Learning [SEL] for Equity Leaders).

Tier 5: Equity Leaders

SPECIAL SERVICE - PER HOUR		
		2024-2025
Tier 5		$54.62

Certificated personnel will apply and be selected to work as Equity Leaders. Equity Leaders will go through training and complete tasks as outlined in the Equity Leaders Action Plan, specifically the completion of a minimum of three (3) tasks/strategies for maximum sixty (60) hours.

Equity Leaders will engage in the following:

1. Complete Foundational Equity Learning Series (new Equity Leaders only).
2. In alignment with the Local Control Accountability Plan (LCAP), Equity Leaders will participate in at least three (3) Equity Leader Action Plan activities/strategies. These activities/strategies will be co-created and approved by the Director of Social-Emotional Learning and Equity.

Interested staff members should apply through an in-house application on Edjoin or Teamtailor.

This is a one-time non-precedent setting agreement. Absent mutual consent, this MOU shall sunset on June 30, 2025.

Cost estimated at $70,000 by General Funds/Supplemental split *(based upon 20 Equity Leaders, Certificated and Classified).*

FOR THE FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

By: _____
Donald Ogden, Associate Superintendent Human Resources

Date: 5-20-2024

FOR THE FOLSOM CORDOVA EDUCATION ASSOCIATION

By: _____
Tracy Suter, FCEA Executive Officer/ Bargaining Chair

Date: 5-20-24

Board Approved: 6.6.2024

MEMORANDUM OF UNDERSTANDING #20
between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and the
FOLSOM CORDOVA EDUCATION ASSOCIATION

Air Force Junior Reserve Officer Training Corps (AFJROTC)
Aerospace Science Instructor Work Year and Salary Schedule
May 8, 2024

The Folsom Cordova Unified School District ("District") and Folsom Cordova Education Association ("Association") enter this Memorandum of Understanding ("MOU").

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-workday 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, 2025.

Cost estimated at $301,010 by a combination of the General Fund and Air Force grant.

FOR THE FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

By: _____
Donald Ogden, Associate Superintendent Human Resources

Date: May 13, 2024

FOR THE FOLSOM CORDOVA EDUCATION ASSOCIATION

By: _____
Tracy Suter – FCEA Executive Officer/ Bargaining Chair

Date: 5-13-24

Board Approved: 6-6-2024

FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
2024-2025

CERTIFICATED SALARY SCHEDULE
#82

2% INCREASE OVER 2023-2024 BOARD APPROVED SALARY SCHEDULE

Class / Step	1 AFJROTC Aerospace Science Instructor*
1	$75,341
2	$78,049
3	$80,861
4	$83,769
5	$86,786
6	$89,911
7	$93,146
8	$96,505
9	$99,978
10**	$103,577
11	$107,307
12	$111,167
15	$115,170
18	$119,315
21	$123,607
24	$128,058
Hourly (Summer School)	$67.81

* 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.

MEMORANDUM OF UNDERSTANDING #21
between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and the
FOLSOM CORDOVA EDUCATION ASSOCIATION

CTE Teacher Salary Placement
May 8, 2024

The Folsom Cordova Unified School District ("District") and Folsom Cordova Education Association ("Association") enter this Memorandum of Understanding ("MOU") regarding salary placement for teachers holding a Career Technical Education credential without a bachelor's degree.

This agreement adds the following language to Classroom Teacher K-12 Job Description and Appendix C:

APPENDIX C
BASIC TEACHER SALARY SCHEDULE
COMPENSATION AND RELATED BENEFITS: GENERAL PROVISIONS

K. Appropriate experience may be substituted for a bachelor's degree for those with Career Technical Education (CTE) credentials.

This MOU shall be in effect upon ratification of both parties and 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, 2025.

There are no costs associated with implementing this MOU.

FOR THE FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

By: Donald Ogden
Donald Ogden, Associate Superintendent Human Resources

Date: May 13, 2024

FOR THE FOLSOM CORDOVA EDUCATION ASSOCIATION

By: Tracy Suter
Tracy Suter – FCEA Executive Officer/ Bargaining Chair

Date: 5-13-24

Board Approved: 6.6.2024

FCUSD FCEA 2023-2024 MOU #21 CTE Teacher Salary Placement

MEMORANDUM OF UNDERSTANDING #22
between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and the
FOLSOM CORDOVA EDUCATION ASSOCIATION

Academy Agriculture and Culinary Teacher Ratio Factor
May 8, 2024

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 ("MOU") 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 MOU shall be in effect upon ratification. Teachers in Agriculture and Culinary California Partnership Academies 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.
b. Teach three (3) 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. Possess a Single Subject Teaching Credential in Home Economics.
b. Teach three (3) 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, 2026.
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.

Cost estimated at $42,382.21 by CA Partnership Academy Grants: AG Academy 6385 and Culinary Academy 7826; CTE Incentive Grant 6387.

FOR THE FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

By: Donald Ogden
Donald Ogden, Associate Superintendent Human Resources

Date: May 13, 2024

FOR THE FOLSOM CORDOVA EDUCATION ASSOCIATION

By: Tracy Suter
Tracy Suter – FCEA Executive Officer/ Bargaining Chair

Date: 5-13-24

Board Approved: 6.6.2024

MEMORANDUM OF UNDERSTANDING #23
between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and the
FOLSOM CORDOVA EDUCATION ASSOCIATION

Secondary CTE Teacher Stipend
May 8, 2024

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 ("MOU") regarding the recruitment of Career Technical Education (CTE) teachers as it relates to annual stipends.

In order to recruit CTE teachers and incentivize teachers to pursue a CTE credential, the Parties agree to pay a $750 annual stipend to qualified CTE Teachers as follows;

A qualified CTE Teacher is one who:

1. Holds a valid CTE credential, initially issued within the last five (5) years, for the classes to which they are assigned.

2. Teaches at least one (1) CTE course in the secondary level during the 2024-2025 school year.

3. Commits to bring local industry mentors into the classroom.

This MOU shall be in effect upon ratification of both Parties and 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, 2026.

Cost estimated at $10,000.00 by CTE Incentive Grant 6387.

FOR THE FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

By: Donald Ogden
Donald Ogden, Associate Superintendent Human Resources

Date: 5-20-2024

FOR THE FOLSOM CORDOVA EDUCATION ASSOCIATION

By: Tracy Suter
Tracy Suter – FCEA Executive Officer/ Bargaining Chair

Date: 5-20-24

Board Approved: 6.6.2024

FCUSD FCEA 2023-2024 MOU #23 Secondary CTE Teacher Stipend

MEMORANDUM OF UNDERSTANDING #24
between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and the
FOLSOM CORDOVA EDUCATION ASSOCIATION

Augmentative Alternative Communication Specialist
May 8, 2024

The Folsom Cordova Unified School District ("District") and Folsom Cordova Education Association ("Association") enter this Memorandum of Understanding ("MOU") to amend Appendix B and C-2 of the collective bargaining agreement ("CBA").

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 caseload prorated accordingly.

2. Effective July 1, 2024, there shall be a new salary schedule for Speech Language Pathologists, as shown in Attachment A.

3. Retroactive to July 1, 2023, there shall be a new salary schedule for Augmentative Alternative Communication Specialists as shown in Attachment B.

4. Effective July 1, 2024, there shall be a new salary schedule for Augmentative Alternative Communication Specialists, as shown in Attachment C.

5. Attachment D shall replace Appendix B in the CBA.

This MOU will sunset on 06/30/2025.

Cost estimated at $24,468 by Special Education, resource code 6500.

FOR THE FOLSOM CORDOVA EDUCATION ASSOCIATION

By: _____
Donald Ogden, Associate
Superintendent Human Resources

Date: 5-28-2024

FOR THE FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

By: _____
Tracy Suter – FCEA Executive Officer/
Bargaining Chair

Date: 6-6-24

Board Approved: _____

FCUSD FCEA 2023-2024 MOU #24 Augmentative Alternative Communication Specialist

MEMORANDUM OF UNDERSTANDING #25
between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and the
FOLSOM CORDOVA EDUCATION ASSOCIATION

Nonstop Wellness: New Medical Benefit Plans for 2024-2025
for Existing Employees in 2023-2024
May 14, 2024

The Folsom Cordova Unified School District ("District") and Folsom Cordova Education Association ("Association") enter this Memorandum of Understanding ("MOU") regarding Nonstop Wellness medical benefits plans.

For the 2024 Health Benefits Open Enrollment, the Folsom Cordova Unified School District Benefits Committee has recommended changes to the medical plans offered due to unprecedented premium increases.

The parties have met, negotiated, and agreed to the following:

A new plan with each of the three (3) carriers (Kaiser, Sutter Health, and Western Health) will be created through Nonstop Wellness. The Nonstop Wellness plans will offer premium savings to Copay plan enrollees with similar level of coverage. For High Deductible Health Plan (HDHP) enrollees, this change will increase the premiums but eliminate deductibles and out-of-pocket costs (the exception is Kaiser).

The following plan will be in place for the 2024-2025 school year until a new benefits structure can be negotiated for the 2025-2026 school year.

Eligible Employees will receive payments to offset premium increases for HDHP enrollees and provide overall cost relief to new and Copay enrollees.

1. An Eligible Employee is someone who is enrolled in an HDHP that was in effect as of May 1, 2024. If an employee was to change to a different plan with one of the three (3) carriers (Kaiser, Sutter Health, or Western Health) or move from single to family, no additional adjustment to the payment will occur as payments are based on plan enrollment in the medical plan that was in effect as of May 1, 2024.

2. Eligible Employees will qualify for a one-time payment equal to the cost increase of the Nonstop premium. The amount of the payment is based upon plan enrollment level that was in effect as of May 1, 2024 (see table 1).

The one-time payment will be paid in three (3) equal installments.

One-Time Medical Payment - Table 1				
Coverage Type	**Annual Payment**	**September installment**	**November Installment**	**February Installment**
KP HDHP High Single	$2,315	$771.67	$771.67	$771.66
KP HDHP High Family	$6,019	$2,006.33	$2,006.33	$2,006.34
KP HDHP Low Single	$3,012	$1,004.00	$1,004.00	$1,004.00
KP HDHP Low Family	$7,622	$2,540.67	$2,540.67	$2,540.66
SHP HDHP High Single	$996	$332.00	$332.00	$332.00
SHP HDHP High Family	$2,592	$864.00	$864.00	$864.00
SHP HDHP Low Single	$1,572	$524.00	$524.00	$524.00
SHP HDHP Low Family	$3,936	$1,312.00	$1,312.00	$1,312.00
WHA HDHP Single	$753	$251.00	$251.00	$251.00
WHA HDHP Family	$2,410	$803.33	$803.33	$803.34

3. Current employees enrolled in a Copay medical plan in one of the three (3) carriers (Kaiser, Sutter Health, and Western Health) that was in effect as of May 1, 2024, will qualify for an All Copays Single or All Copays Family one-time payment depending on the plan enrollment type (single/family). See table 2.
4. Current Employees that newly enroll in medical coverage for 2024-2025 will qualify for a Current Employee newly enrolled Single or Current Employee newly enrolled Employee Family one-time payment depending on the plan enrollment type (single/family). See table 2.
5. The one-time payment will not be prorated based upon FTE. Applies to tables 1 and 2.

One-Time Medical Payment - Table 2				
Coverage Type	**Annual Payment**	**September Installment**	**November Installment**	**February Installment**
All Copays Single	$600	$200	$200	$200
All Copays Family	$1,200	$400	$400	$400
Current Employee - newly enrolled Single	$600	$200	$200	$200
Current Employee - newly enrolled Family	$1,200	$400	$400	$400

Qualification and Implementation

This one-time payment will be split into three (3) equal installments. To qualify for an installment, the employee must be actively enrolled in a medical plan based upon the timeline below. If an employee is not actively enrolled during one of the required dates, they will not receive the installment for that period. Each installment is subject to all state and federal taxes and applicable retirement deductions, to be included with end of month pay.

Date Employee Must Be Actively Enrolled in a Medical Plan	Date of Installment
September 13, 2024	September 30, 2024 - 1/3 of Annual Total Payment
November 13, 2024	November 29, 2024 - 1/3 of Annual Total Payment
February 13, 2025	February 28, 2025 - 1/3 of Annual Total Payment

Costs/Funding Sources and Additional Information

Cost is estimated at $2,325,754 (for both MOU's). The amount is based on employee medical enrollment as of March 2024. The actual cost will be based on plan enrollment that was in effect as of May 2024. Funding for this would be paid from the Art, Music, Instructional Material Block Grant (Resource 6762). This is an allowable cost of the grant within item #4, operational costs, including retirement and health care cost increases.

The District will be creating a Medical Expense Reimbursement Plan (MERP). This MERP will be in a fiduciary account with Nonstop under the name of the District. The District agrees, if funds are withdrawn from the MERP for any reason other than the reimbursement of employee medical expenses, the funds will be used for the purpose of current employee medical benefits. Any withdrawal from this account is received at only 2/3 of the balance per the agreement with Nonstop, or the entire balance can be rolled over annually at no cost. FCEA will be notified if the MERP is used for other purposes or upon termination of the contract with Nonstop.

This shall fully and finally resolve all bargaining for Benefits, through the 2024-2025 school year. Negotiations for benefits and compensation for the 2025-2026 will remain open. This MOU shall be in effect for the 2024-2025 school year.

FOR THE FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

By: Donald Ogden

Donald Ogden, Associate Superintendent Human Resources

Date: 5-23-2024

FOR THE FOLSOM CORDOVA EDUCATION ASSOCIATION

By: Tracy Suter

Tracy Suter – FCEA Executive Officer/ Bargaining Chair

Date: 5-23-24

Board Approved: 6.6.2024

MEMORANDUM OF UNDERSTANDING #26
between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and the
FOLSOM CORDOVA EDUCATION ASSOCIATION

Nonstop Wellness: New Medical Benefit Plans for 2024-2025
for New Employees hired in 2024-2025 only
May 15, 2024

The Folsom Cordova Unified School District ("District") and Folsom Cordova Education Association ("Association") enter this Memorandum of Understanding ("MOU") regarding Nonstop Wellness medical benefits plans.

For the 2024 Health Benefits Open Enrollment, the Folsom Cordova Unified School District Benefits Committee has recommended changes to the medical plans offered due to unprecedented premium increases.

The parties have met, negotiated, and agreed to the following:

A new plan with each of the three (3) carriers (Kaiser, Sutter Health, and Western Health) will be created through Nonstop Wellness. The Nonstop Wellness plans will offer premium savings to Copay plan enrollees with similar level of coverage. For High Deductible Health Plan (HDHP) enrollees, this change will increase the premiums but eliminate deductibles and out-of-pocket costs (the exception is Kaiser).

The following plan will be in place for the 2024-2025 school year until a new benefits structure can be negotiated for the 2025-2026 school year.

New employees hired in 2024-2025 will receive payments to offset premium increases for HDHP enrollees and provide overall cost relief to new and Copay enrollees.

1. An Eligible Employee is a new employee hired to start in 2024-2025 that enrolls in a plan effective July 1, 2024 forward.

2. This group of eligible Employees will qualify for a one-time payment to help offset the premium increases.

The one-time payment will be paid in three (3) equal installments.

3. New Employees that are enrolled in medical coverage for 2024-2025 will qualify for a New employee enrolled in Single or New employee enrolled in Family one-time payment depending on the plan enrollment type (single/family). See table 1.

4. The one-time payment will not be prorated based upon FTE. Applies to table one (1).

One-Time Medical Payment - Table 1				
Coverage Type	**Annual Payment**	**September Installment**	**November Installment**	**February Installment**
New employee enrolled in Single	$600	$200	$200	$200
New employee enrolled in Family	$1,200	$400	$400	$400

Qualification and Implementation

This one-time payment will be split into three (3) equal installments. To qualify for an installment, the employee must be actively enrolled in a medical plan based upon the timeline below. If an employee is not actively enrolled during one of the required dates, they will not receive the installment for that period. Each installment is subject to all state and federal taxes and applicable retirement deductions, to be included with end of month pay.

Date Employee Must Be Actively Enrolled in a Medical Plan	Date of Installment
September 13, 2024	September 30, 2024 - 1/3 of Annual Total Payment
November 13, 2024	November 29, 2024 - 1/3 of Annual Total Payment
February 13, 2025	February 28, 2025 - 1/3 of Annual Total Payment

Costs/Funding Sources and Additional Information

Cost is estimated TBD dependent on enrollees and new hires (estimate included in the other MOU). The actual cost will be based on plan enrollment as of September 2024, November 2024, and February 2025. Funding for this would be paid from the Art, Music, Instructional Material Block Grant (Resource 6762). This is an allowable cost of the grant within item #4, operational costs, including retirement and health care cost increases.

The District will be creating a Medical Expense Reimbursement Plan (MERP). This MERP will be in a fiduciary account with Nonstop under the name of the District. The District agrees, if funds are withdrawn from the MERP for any reason other than the reimbursement of employee medical expenses, the funds will be used for the purpose of current employee medical benefits. Any withdrawal from this account is received at only 2/3 of the balance per the agreement with Nonstop, or the entire balance can be rolled over annually at no cost. FCEA will be notified if the MERP is used for other purposes or upon termination of the contract with Nonstop.

This shall fully and finally resolve all bargaining for Benefits, through the 2024-2025 school year. Negotiations for benefits and compensation for the 2025-2026 will remain open. This MOU shall be in effect July 1, 2024.

FOR THE FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

By: _____
Donald Ogden, Associate Superintendent Human Resources

Date: 5-23-2024

FOR THE FOLSOM CORDOVA EDUCATION ASSOCIATION

By: _____
Tracy Suter – FCEA Executive Officer/ Bargaining Chair

Date: 5-23-24

Board Approved: 6.6.2024

MEMORANDUM OF UNDERSTANDING #2
between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and the
FOLSOM CORDOVA EDUCATION ASSOCIATION

Revise Appendix B of Collective Bargaining Agreement
2024-2025

The Folsom Cordova Unified School District ("District") and the Folsom Cordova Education Association ("FCEA"), collectively referred to as "the Parties," enter into this Memorandum of Understanding ("MOU") regarding Appendix B of the Collective Bargaining Agreement.

The current contract provides a list of ratio factors and total workdays for specific positions located in Appendix B. This format causes confusion to staff and applicants because the ratio factor is used to calculate pay by multiplying the base pay by the ratio factor. Schedule B will be replaced by a 01 salary schedule and key. This salary schedule key will allow employees and applicants instant access to the correct pay range of any position on the list.

There are no costs associated with implementing this MOU.

FOR THE FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

By: _____
Donald Ogden, Associate Superintendent Human Resources

Date: 9/12/2024

FOR THE FOLSOM CORDOVA EDUCATION ASSOCIATION

By: _____
Tracy Suter, FCEA Executive Officer/ Bargaining Chair

Date: 9-12-24

Board Approved: _____

FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

CERTIFICATED EMPLOYEE SALARY SCHEDULE KEY 2024-2025

Teachers	Salary Schedule	Calendar Days
Elementary Teacher	01	185
Elementary Teacher – Foreign Language	01	185
Montessori Teacher	01	185
Elementary Teacher – Gateway Academy	01	185
Elementary Specialist Teacher	01	185
Charter School Teacher	01	185
Middle School Teacher	01	185
High School Teacher	01	185
Secondary Teacher	01	185
Independent Study Teacher	01	185
Home Teacher	01	185
Community Day School Teacher	01	185
CTE Teacher	01	185
Intervention	01	185
Continuation Teacher	01	185
AFJROTC Teacher	82	194
Special Education Mild/Moderate	83	185
Special Education Mild/Moderate Learning Center	83	185
Special Education Moderate/Severe	83	185
Special Education Preschool	83	185
Special Education Adapted PE	83	185
Special Education Orthopedic Impairment	83	185
Special Education ED	83	185
Educational Specialist Preschool/TK/K	83	185

Teachers on Special Assignment	Salary Schedule	Calendar Days
Instructional Coach	55	189
Technology Integration Lead Teacher	55	189
Curriculum and Instruction Specialist – SEL	81	194
Curriculum and Instruction Specialist – Inclusion	81	194
District Lead Teacher (TOSA)	81	194
Student Support Specialist	81	194

Board Approved 06/20/2024

Other Certificated	Salary Schedule	Calendar Days
School Nurse	81	194
School Psychologist	95	194
Deaf and Hard of Hearing Specialist	81	194
District Librarian	81	194
Visually Handicapped Specialist	81	194
School Counselor	81	194
College Readiness Student Advocate	81	194
Counselor Youth Development	81	194
Assistive Technology Specialist	95	204
Augmentative Alternative Comm Specialist	97	204
Speech Language Pathologist	96	185
Program Specialist	85	196
Teaching Assistant Principal	79	189

Certificated Factors (Additional Pay – Not Base Pay for CalStrs)	Salary Schedule	Calendar Days
Secondary Division Leader 4% (1-2, including Division Leader (DL))	40	186
Secondary Division Leader 6% (3-6, including DL)	60	186
Secondary Division Leader 8% (7+, including DL)	80	186
Secondary Division Leader ROTC 4%	41	186
Secondary SPED Division Leader 6% (3-6, including DL)	61	186
Secondary SPED Division Leader 8% (7+, including DL)	84	186
Elementary Department Chair	50	189
Athletic Director 6% (3-6 including AD)	60	185
Athletic Director 8% (7+, including AD)	80	185
Athletic Director SPED 6% (3-6 including AD)	61	185
Athletic Director SPED 8% (7+, including AD)	84	185

Board Approved 06/20/2024