

September 13, 2017

MEDIATED PROPOSAL
between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and the
FOLSOM CORDOVA EDUCATION ASSOCIATION
for a
Successor Agreement

The Folsom Cordova Unified School District (District) and the Folsom Cordova Education Association (FCEA) are parties to a collective bargaining agreement (CBA) which expired on June 30, 2016. The Parties are currently in mediation with the assistance of the California State Mediation and Conciliation Services.

This mediated proposal is made under the auspices of the CSMCS.

I. CLOSURE OF THE 2016/2017 SCHOOL YEAR

- A. The 2016/2017 salary schedule shall be increased by two percent (2%) effective July 1, 2016.
- B. Each bargaining unit member who remains in service at the time of ratification of this Agreement shall receive a one-time payment equal to two percent (2%) of his/her base pay actually received for the 2016/2017 school year.
 - 1. By way of illustration and not limitation, base pay excludes: stipends, 120s, positions included in Appendix D-1, extra duties and extra days beyond the contracted work year. Base pay includes positions listed on Appendix B.
 - 2. Certificated staff not on the salary schedule will *not* be included in the retroactive pay (i.e. substitutes), *except for* Adult Education Teachers who shall receive a one-time payment equal to two percent (2%) of his/her actual pay received for the 2016/2017 school year.

II. A NEW THREE YEAR AGREEMENT

A. Term

The Term of the Agreement shall be effective upon ratification and extend through June 30, 2020.

B. 2017/2018 School Year

1. Salary Schedule

Effective July 1, 2017, the 2016/2017 salary schedule shall be increased by one percent (1%).

2. Health Benefits

Effective July 1, 2017, the language in Section 16.1.2 shall be modified as follows:

- a. The Single medical cap will be increased by fifty dollars (\$50) from \$575 to \$625.
- b. The Family medical cap will be increased by one hundred dollars (\$100) from \$800 to \$900.

Note: The cost of this provision is approximately 0.62%

3. Professional Development Days

- a. In each of the 2017/2018 and 2018/2019 school years only, one professional development (PD) day shall be added to the teacher work year for a total of one hundred and eighty-five (185) work days.
- b. For the 2017/2018 school year, this PD day shall be placed on February 20th, 2018. For the 2018/2019 school year, this PD shall be determined through the normal calendaring process.
- c. Determination of PD days beyond the 2018/2019 school year shall be made in accordance with LCAP requirements.

Note: The cost of each PD day is 0.543% of the member's salary. It will be paid separately and will be included in the STRS contribution calculation.

4. Other Agreements

Over the course of negotiations, the Parties have reached agreement on the following topics:

Special Education Release Days (Attachment D)
Overnight Field Trips (Attachment E)
Evaluations (Attachment F)
Family and Medical Leave (Attachment G)
Maternity and Paternity Leave (Attachment H)
Pilot Program for Flex Time at Vista Del Lago High School (Attachment I)
Retiree/Surviving Spouse Benefits (Attachment J)

C. Reopeners

1. Reopeners in the 2017/18 school year shall be:
 - a. two (2) reopeners for the 2017/2018 school year,
 - b. the bargainable impacts of LCAP adopted after ratification of this Agreement and,
 - c. Any article or topic of bargaining upon mutual consent.
2. Reopeners in the 2018/2019 and 2019/2020 school years shall be:
 - a. Salary and Benefits; and
 - b. Up to two (2) articles per party; and
 - c. Any article or topic of bargaining upon mutual consent.

III. FULL AND FINAL RESOLUTION

This shall fully and finally resolve all bargaining obligations related to successor bargaining/reopeners through June 30, 2018.

FOR THE FOLSOM CORDOVA
EDUCATION ASSOCIATION

By: Debra Krikourian

Date: 9/13/17

FOR THE FOLSOM CORDOVA
UNIFIED SCHOOL DISTRICT

By: [Signature]

Date: 9-13-17

THE FOLSOM CORDOVA EDUCATION ASSOCIATION

AND THE

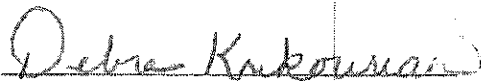
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

SPECIAL EDUCATION RELEASE DAYS

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be in effect upon ratification and continue through June 30, 2018. Teachers in a K-12 assignment based upon an Education Specialist (Mild/Mod and Mod/Severe) credential (Impacted Teachers) have expressed an interest in "time" allocated for the purpose of IEP writing and the completion of other duties specifically related to the special education job description (except for conducting IEPs). In an attempt to meet this interest, the Parties agree that:

1. Each Impacted Teacher will be provided with four (4) release days in the 2017/2018 school year. This is the equivalent of 1 day per quarter or 1.33 day per trimester.
2. A part-time teacher shall have his/her allocation of release days prorated based upon his/her FTE.
3. Release days shall be scheduled on dates which are mutually agreed upon between the teacher and the administrator.
 - a. Release days may be utilized in either full or half-day increments.
 - b. The teacher and administrator shall collaboratively identify an adequate workspace at a District site with computer as needed to work uninterrupted.
4. All District policies governing "release days" shall apply to this MOU.
5. Absent mutual agreement, this MOU shall sunset on June 30, 2018.



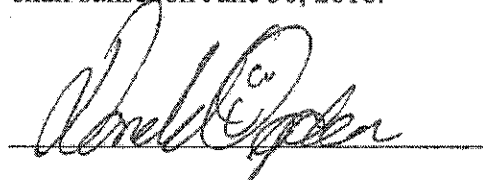
Association Representative

for the FOLSOM CORDOVA

EDUCATION ASSOCIATION

8/7/2017

Date



District Representative

for the FOLSOM CORDOVA

UNIFIED SCHOOL DISTRICT

8-7-17

Date

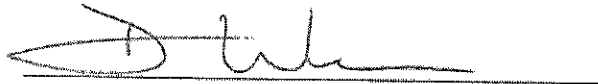
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
FOLSOM CORDOVA EDUCATION ASSOCIATION
AND THE
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

EVALUATIONS

for the period July 1, 2016 – June 30, 2017

This Memorandum of Understanding is intended to provide more specific procedures in conjunction with, and supersedes where in conflict with, Article 12.

12.2.2 Non-instructional unit members (nurses, counselors, speech therapists, psychologists, lead teachers, 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



Representative for
Folsom Cordova Education Association

5/16/16
Date



Representative for
Folsom Cordova Unified School District

5/16/16
Date

9.2.4 Parental Leave


9.2.4.1 The Board of Education may grant any employee an unpaid parental leave. This leave shall not exceed three (3) full semesters or four (4) full trimesters in length. Family and medical leave is available to eligible employees pursuant to the Family Care and Medical Leave Act and related federal and state statutes.

9.2.4.1.1 In order to be eligible to take leave under the FMLA, an employee must have worked 1,250 hours during the 12 months prior to the start of leave and have worked for the employer for 12 months.

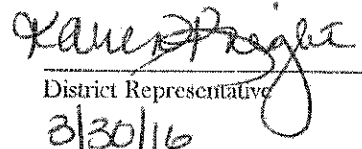
9.2.4.2 An employee may be granted a parental leave for the birth of a child and to bond with the newborn child, for the placement of a child for adoption or foster care and to bond with that child, to care for the employee's child or children within one year of the child's birth or placement, or to care for the employee's 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 18, or age 18 or older and "incapable of self-care because of a mental or physical disability" at the time that FMLA 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.



Association Representative
3/30/16
Date



District Representative
3/30/16
Date

THE FOLSOM CORDOVA EDUCATION ASSOCIATION
AND THE
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
Maternity and Paternity Leave
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is intended to incorporate new legislation in conjunction with, and supersedes where in conflict with, Article 9.

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 for 1,250 hours during the 12 month period immediately preceding the start of leave and have worked for the employer for a total of 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 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, if eligible for parental leave under CFRA, may apply sub differential to this bonding leave pursuant to Education Code section 44977.5

9.2.5.1.1 The 12-week period shall be reduced by any period of personnel necessity leave taken during the maternity or paternity leave.

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

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

9.2.6 Personal Unpaid Leave

Debra Kibourias

For
Folsom Cordova Education Association

3/17/17
Date

Karen Wright

For
Folsom Cordova Unified School District

3/17/17
Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT AND FOLSOM CORDOVA EDUCATION ASSOCIATION

regarding

Pilot Program for Flex-Time at Vista del Lago High School

1. The teachers and administration at Vista del Lago High School have determined the need to implement "Flex-Time" in their schedule for the purpose of providing intervention, enrichment and study hall to students.
2. Based upon this need, the Parties agree to implement this pilot program at Vista Del Lago High School for the 2017-18 school year.
3. The bell schedule set forth in Attachment "A" shall be implemented.
4. Departments will determine the level of need for intervention, enrichment classes, or study hall throughout the year. Assignment to intervention and enrichment shall be voluntary. A teacher who does not volunteer to facilitate intervention or enrichment will be assigned to study-hall.
5. 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 using Flexitime software. Teachers will not be expected to spend time outside of the work day on Flex-Time curriculum or planning.
6. The materials/curriculum necessary for Flex-Time will be provided to teachers.
7. This Pilot Program shall sunset on June 30, 2018 unless extended in writing by mutual agreement of the Parties.

FOR THE FOLSOM CORDOVA
EDUCATION ASSOCIATION

By: Debra Kikoujian

Date: 3/17/17

FOR THE FOLSOM CORDOVA
UNIFIED SCHOOL DISTRICT

By: Lauren High

Date: 3/17/17

Mon/Tue/Thur/Fri
Regular
Schedule

FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
Pilot Program Secondary Instructional Day

SCHOOL: <u>Vista Del Lago</u>		<u>TWO LUNCHES</u>		SCHOOL YEAR: <u>2017-18</u>
<u>PERIOD</u>	<u>FROM</u>	<u>TO</u>	<u>TOTAL MINUTES</u>	
1 st Period	8:00	9:22	82	
Passing	9:22	9:29	7	
2 nd Period	9:29	10:51	82	
Passing	10:51	10:58	7	
Advisory / FlexTime	10:58	11:35	37	
"A" Lunch	11:35	12:10	35	
Passing (3 rd block B Lunch)	11:35	11:42	7	
3 rd Period (B Lunch)	11:42	1:04	82	
"B" Lunch	1:04	1:39	35	
Passing (3 rd block A Lunch)	12:10	12:17	7	
3 rd Period (A Lunch)	12:17	1:39	82	
Passing	1:39	1:46	7	
4 th Period	1:46	3:08	82	

Wednesday
Curriculum
Schedule

FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
Pilot Program Secondary Instructional Day

SCHOOL: <u>Vista Del Lago</u>		<u>TWO LUNCHES</u>		SCHOOL YEAR: <u>2017-18</u>
<u>PERIOD</u>	<u>FROM</u>	<u>TO</u>	<u>TOTAL MINUTES</u>	
1 st Period	8:00	9:08	68	
Passing	9:08	9:15	7	
2 nd Period	9:15	10:23	68	
Passing (B-Lunch)	10:23	10:30	7	
"A" Lunch	10:23	10:58	35	
Passing	10:58	11:05	7	
3 rd Period (B Lunch)	10:30	11:38	68	
"B" Lunch	11:38	12:13	35	
Passing (3 rd block A Lunch)	12:13	12:20	7	
3 rd Period (A Lunch)	11:05	12:13	68	
Passing	12:13	12:20	7	
4 th Period	12:20	1:29	69	

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

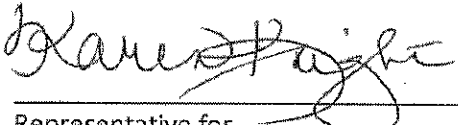
Article 16.4 RETIREE/SURVIVING SPOUSE BENEFITS

This Memorandum of Understanding supersedes, where in conflict with, Article 16.4.

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

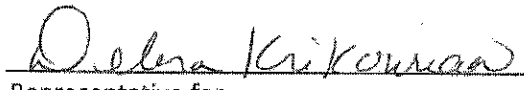
16.4.1 Eligibility Requirements:

- 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.
- 16.4.1.4 The retiree shall have actually been an employee of the District after July 1 1986.
- 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 Accounting office.
- 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 65.



Representative for
Folsom Cordova Unified School District

5/15/2017
Date



Representative for
Folsom Cordova Education Association

5/15/17
Date

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 not to attend an overnight field trip, the site administrator shall seek a site unit member to volunteer for replacement. If the administrator is unable to find a volunteer, the District shall attempt to find a suitable volunteer to attend the trip.

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

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

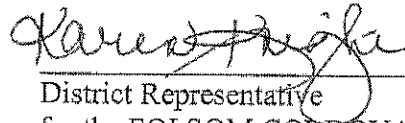
8.19.3 A staff member who accompanies students on an overnight field trip and is responsible for students beyond the regular instructional day will be released 15 minutes after the students return to school and leave for home. If that school day has ended, however, the staff member will be released when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



Association Representative
for the FOLSOM CORDOVA
EDUCATION ASSOCIATION

Date

3/30/16



District Representative
for the FOLSOM CORDOVA
UNIFIED SCHOOL DISTRICT

Date

3/30/16