

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT  
AND THE  
FOLSOM CORDOVA EDUCATION ASSOCIATION  
(Charter School Staffing for 2020/2021)**

**I.  
RECITALS**

1. The Folsom Cordova Unified School District (“District”) and the Folsom Cordova Education Association (“FCEA”) are parties to a collective bargaining agreement (“CBA”) which expired as of July 1, 2020.
2. The District will begin the 2020/2021 school year closed to in-person instruction due to COVID-19. As a result, it will only be providing distance learning to its students for the foreseeable future.
3. The Parties desire to temporarily permit the transfer of District teachers to the Charter pursuant to Article 11 of the CBA, and to set forth the circumstances under which such teachers may return to the District.

**II.  
TERMS**

1. The preceding Recitals are incorporated as though fully set forth below.
2. Neither this Agreement, nor the Parties’ performance thereunder, shall be evidence of any past practice or considered precedential in any manner whatsoever.
3. The Parties hereby agree that, for the term of this Agreement, the term “transfer,” as defined in Article 11.1.1, shall be interpreted to include the movement of a certificated employee from his/her assigned school/site to a vacancy at the Charter. Transfer to the Charter shall be subject to the same rights, restrictions, and procedures that would govern other transfers made pursuant to Article 11.
4. The following shall apply to a bargaining unit member who transfers, voluntarily or involuntarily, to the Charter for the 2020/2021 school year (“Impacted Employee”).

- a. An Impacted Employee shall not be subject to layoff as a result of a reduction in student enrollment at the Charter. Instead, the Impacted Employee shall have the right to return to his/her home school provided there is a vacancy. If no vacancy is available, Impacted Employees shall be transferred to a vacant district position for the remainder of the 2020-21 school year. Impacted Employees reserve the right to return to their home school for the 2021-22 school year pursuant to 4.b. in this agreement.
  
- b. An Impacted Employee who wishes to return to their District home school site (including those who were transferred in 4.a. above) for the 2021/2022 school year must notify the Assistant Superintendent of Human Resources not later than January 15, 2021.
  - i. The Impacted Employee shall, for planning purposes only, be placed on the staff roster of the school the Impacted Employee served in the 2019/2020 school year.
  - ii. Thereafter, the language of the CBA shall be applied (including surplus teachers 11.9) to determine the ultimate staffing for the 2021/2022 school year.
  
- c. Impacted Employees remain employees of the District for purposes of the Educational Employment Relations Act (Gov. Code 3540, ET seq). They retain all of the rights and benefits as specified in the collective bargaining agreement applicable to certificated employees. Impacted employees shall also continue to earn service credit in the District and continue to receive employee benefits from the District. It is understood and agreed that the Impacted Employees retain all California Education Code rights.

5. This Agreement shall expire on June 30, 2021, unless extended by the Parties.

FOR THE FOLSOM CORDOVA  
EDUCATION ASSOCIATION

FOR THE FOLSOM CORDOVA  
UNIFIED SCHOOL DISTRICT

By: Debra Krikourian

By: Donald Ogden

Date: 08/11/2020

Date: 08-11-20