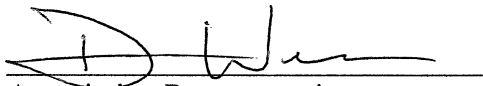


9.4.3.7 If the unit member is **eligible to receive** Worker's Compensation or Disability Insurance, no leave will be granted until compensation is exhausted.

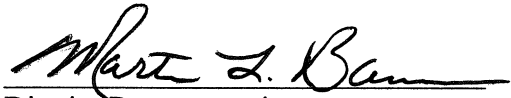
9.4.1.3 "*Catastrophic illness or injury*" is defined as an illness or injury that is expected to incapacitate the employee for an extended period of time or that incapacitates a member of the employee's immediate family whose incapacity requires the employee to take time off from work for an extended 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.

9.4.3.3 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.



Association Representative
for the FOLSOM CORDOVA
EDUCATION ASSOCIATION

4/13/10
Date



District Representative
for the FOLSOM CORDOVA
UNIFIED SCHOOL DISTRICT

4/13/10
Date

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 4 or 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 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 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 37 students per class, with the exception of music and physical education class sizes which shall not exceed 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 weeks of instruction of each school year or first week of each term for a 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 week (or second week for a 4-period day) of the school year, or second 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 three 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 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
R.O.P.



Association Representative
for the FOLSOM CORDOVA
EDUCATION ASSOCIATION



District Representative
for the FOLSOM CORDOVA
UNIFIED SCHOOL DISTRICT

3/2/10
Date

3/2/10
Date

11.2.1 Involuntary Transfers - Initiated by the District:

11.2.1.1 The involuntary transfer shall be based upon consideration of all the transfer criteria. (11.2.1 of this Article)

11.2.1.2 Circumstances which may result in involuntary transfers shall not be arbitrary or disciplinary in purpose and shall include:

- Declining or increasing enrollment
- Reduction of program(s)
- Initiation or expansion of program(s)
- Opening or closing of a school

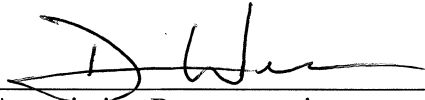
s/D. Werra
Association Representative
for the FOLSOM CORDOVA
EDUCATION ASSOCIATION

s/Martin L. Baumann
District Representative
for the FOLSOM CORDOVA
UNIFIED SCHOOL DISTRICT

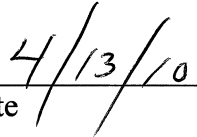
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11.5.3.5 Once a surplus teacher has been assigned to a teaching site, that teacher will be exempt from being declared surplus for the following three (3) years.



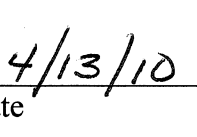
Association Representative
for the FOLSOM CORDOVA
EDUCATION ASSOCIATION



Date



District Representative
for the FOLSOM CORDOVA
UNIFIED SCHOOL DISTRICT



Date

A TENTATIVE AGREEMENT BETWEEN
THE FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
AND THE FOLSOM CORDOVA EDUCATION ASSOCIATION

May 7, 2010

Enact a three-day reduction in work year for 2010-2011 in exchange for the rescinding of March lay-off notices for the number of Full-time Equivalents (FTE's) equal to the savings generated by the reduction in work year (\$1,162,600).

Suspend the new teacher mandatory in-service work day, and provide voluntary training for new special education teachers on Encore, scheduled for August 4, 2010, paid at the teacher's daily rate (prorated for a partial day).

Submitted Language:

Article 9 (Catastrophic Leave Bank)

Article 10 (4x4 Daily Contact/Class Size Leveling)

Article 11 (Involuntary Transfer)

Article 11 (Surplus Language)

Appendix E-4 (Memorandum of Understanding – Work Year Reduction)

Appendix E-4A (Memorandum of Understanding – Certificated Ratio Factors)

Appendix F-2 (Middle School Planning Time)

Appendix F-8 (Memorandum of Understanding - School Closure)

Appendix F-9 (Memorandum of Understanding - Mills Daily Contacts/Class Size)

Appendix F-10 (Memorandum of Understanding – District Benchmark & Summative Assessment Scoring)

Restoration of certificated personnel to positions held in 2009-2010 for programs restored due to the rescinded RIF notices as is allowed due to student enrollment and staffing requirements.

Extension of the current contract agreement between FCUSD and FCEA to June 30, 2012, with the understanding that each party may open two non-monetary items (per Article 3.1) and compensation each year.

s/D. Werra
Association Representative
for the FOLSOM CORDOVA
EDUCATION ASSOCIATION

s/Martin L. Baumann
District Representative
for the FOLSOM CORDOVA
UNIFIED SCHOOL DISTRICT

5/7/10
Date

5/7/10
Date

**THE FOLSOM CORDOVA EDUCATION ASSOCIATION
AND THE
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT**

**THREE-DAY REDUCTION OF WORK YEAR FOR 2010-2011
MEMORANDUM OF UNDERSTANDING
FOR THE PERIOD OF JULY 1, 2010 TO JUNE 30, 2011**

This MOU is intended to reduce the current work year specified in Appendix E-3 from 184 work days to 181 work days for the 2010-2011 school year. These days will allow the District to rescind March lay-off notices for the number of Full-time Equivalents (FTE's) equal to the savings generated by the reduction in work year (\$1,162,600). Pending ratification by both parties, the District and FCEA agree to the following:

1. The work year for all bargaining members shall be reduced by three (3) work days. The work year for regular (non-factored) certificated personnel shall be one hundred seventy-eight (178) teaching days plus three (3) additional days for a total of one hundred eighty-one (181) days. The New Employee In-service, scheduled for August 4, 2010, shall be cancelled.
2. All certificated personnel positions listed in Appendix B shall have their number of work days reduced by three (3) days. Their ratio factor shall be maintained.
3. Rendering service on one hundred eighty-one (181) days shall constitute a full year of service and will be reported to STRS as a full year.
4. The three-day reduction shall be effected by eliminating three (3) student days. An amended school calendar for 2010-2011 will be agreed to by both parties.
5. For the 2010-2011 school year, the 2008-2009 salary schedule shall be maintained, but only one hundred eighty-one (181) days shall be paid.
6. Due to these FCEA concessions, the District shall provide re-employment for the 2010-2011 school year for approximately twenty (20) certificated employees who were issued Reduction in Force notices in March of 2010. The total compensation for the restored positions shall be equal to or greater than \$1,162,000.
7. If prior to or during the 2010-2011 school year the District receives or becomes entitled to a state-funded COLA on the base revenue limit or an unrestricted increase to the base revenue limit, then fifty percent (50%) of such revenue shall be directed toward restoring certificated positions and/or work days.
8. If prior to or during the 2010-2011 school year the District receives or becomes entitled to and receives funds under what is currently the "Keep Our Educators Working Act" (Harkin Bill) or

other federal revenue that is not categorically restricted, then fifty percent (50%) of such revenue shall be directed toward restoring certificated positions and/or work days.

9. This MOU shall only be effective for the 2010-2011 school year. When this MOU expires, the current contract language regarding any topic or issue addressed in this MOU shall prevail.

s/D. Werra
Association Representative
for the FOLSOM CORDOVA
EDUCATION ASSOCIATION

s/Martin L. Baumann
District Representative
for the FOLSOM CORDOVA
UNIFIED SCHOOL DISTRICT

5/7/10
Date

5/7/10
Date

**THE FOLSOM CORDOVA EDUCATION ASSOCIATION
AND THE
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT**

**OFFICIAL WORK YEAR AND RATIO FACTORS FOR CERTIFICATED
PERSONNEL, 2010-2011 SCHOOL YEAR
MEMORANDUM OF UNDERSTANDING
FOR THE PERIOD OF JULY 1, 2010 TO JUNE 30, 2011**

NON-MANAGEMENT POSITIONS

<u>POSITIONS</u>	<u>DAYS</u>	<u>RATIO FACTOR CONTRACT</u>
Psychologist	201 days	1.25
Program Specialist, Special Education	200 days	1.15
Teaching Vice Principal (with Administrative Credential)	186 days	1.10
Speech Pathologist	191 days	1.10
Nurse	191 days	1.10
Counselor	191 days	1.10
Deaf and Hard of Hearing Specialist	191 days	1.10
Visually Handicapped Specialist	191 days	1.10
Lead Resource Teacher	191 days	1.10
Elementary Lead Teachers	191 days	1.10
Teaching Vice Principal (without Administrative Credential)	186 days	1.08
Secondary Division Leaders		
7 teachers & over, including division leader	186 days	1.08
3-6 teachers, including division leader	186 days	1.06
1-2 teachers, including division leader	186 days	1.04
Elementary Department Chairpersons (in lieu of Teaching VP)	186 days	1.05
Classroom Teacher, Traditional Classroom	181 days	1.00
Classroom Teacher, Year Round School	181 days	1.00

NOTE: Director of Athletics: (Division Leader Factors Apply) The total number of members of the Department will be determined by taking the total number of coaches assigned and dividing by three.

s/D. Werra
Association Representative
for the FOLSOM CORDOVA
EDUCATION ASSOCIATION

s/Martin L. Baumann
District Representative
for the FOLSOM CORDOVA
UNIFIED SCHOOL DISTRICT

5/7/10
Date

5/7/10
Date

SIDE LETTER OF AGREEMENT

MIDDLE AND HIGH SCHOOL PLANNING TIME

This Side Letter of Understanding is mutually agreed to by the Folsom Cordova Unified School District and Folsom Cordova Education Association.

In order to provide all staff at the middle and high schools a weekly opportunity for common planning time (CPT), this agreement has been initiated.

The 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 among Middle Schools and High School departments to develop instructional continuum.

The length of the common planning day will not exceed the number of minutes in a regular school day.

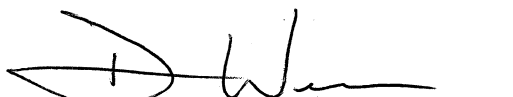
The CPT at the high school levels will include regular staff, division, WASC, and collaboration meetings. (Executive Council meetings will not be included in CPT.) Meetings held outside of school hours henceforth will be on a volunteer basis, unless such unforeseen circumstances require such a meeting.

The 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, 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.

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.

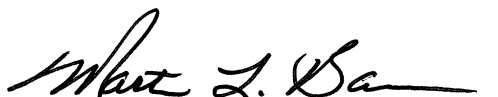
At the middle school level, the sites will determine day placement.

Teachers will be given relief from either the fifteen (15) minutes before school or the fifteen (15) minutes after school contract requirement as a compensation for the longer work week requirement of CPT.



Association Representative
for the FOLSOM CORDOVA
EDUCATION ASSOCIATION

Date 1/12/10



District Representative
for the FOLSOM CORDOVA
UNIFIED SCHOOL DISTRICT

Date 1/12/10

THE FOLSOM CORDOVA EDUCATION ASSOCIATION
AND THE
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

TRANSFER RELATED TO THE CLOSING OF A SCHOOL

MEMORANDUM OF UNDERSTANDING
FOR THE PERIOD OF JULY 1, 2009 TO JUNE 30, 2010

This Memorandum of Understanding is intended to provide more specific procedures in conjunction with, and supersedes where in conflict with, Article 11.4 (Transfer Related to Closing of a School).

Unit members from Riverview shall be given first priority to select, by seniority order, new classroom vacancies created by students moving from Riverview to Peter J. Shields Elementary School. Unit members from Cordova Lane shall be given first priority to select, by seniority order, new classroom vacancies created by students moving from Cordova Lane to Rancho Cordova and Williamson Elementary Schools and other schools. New classroom vacancies created by receiving students from closed schools will be identified by class and grade level.

Unit members from closed schools shall select from available vacancies created by school closures prior to the assignment of surplus teachers and new hires. Unit members at receiving schools will not have priority and will not be assigned to vacant positions created by receiving additional students from closed schools until all teachers from closed schools have been reassigned or have elected to voluntarily be included as a surplus teacher.

If there are fewer vacancies created as a result of combining schools, those teachers without positions will be included as a surplus teacher to determine placement for the 2010-2011 school year. Teachers may voluntarily elect to enter the surplus pool limited to the number of surplus positions created by the closing of schools.

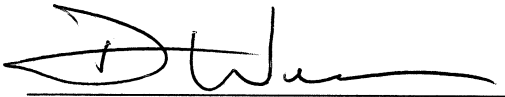
Teachers with shared contracts will be listed and will select from available vacancies based on their individual seniority status.

If specialized programs such as FLES (Foreign Language Elementary School) and Elementary Opportunity, are continued and move intact, existing assigned certificated staff shall move with the program.

Signed: 03/02/10

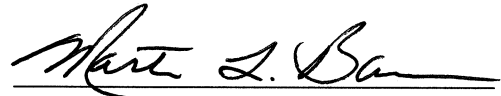
Teachers of special education classes that do not remain intact, because the District is able to reassign those students into existing programs, shall be assigned to vacancies in their appropriate credential areas as determined by Student Support Services. If multiple vacancies exist district-wide, displaced teachers shall be given the opportunity to select by seniority order.

Elementary prep specialists are considered itinerant and shall continue to be assigned based on credentials and site allocations by the Coordinator of Music, Visual and Performing Arts and P.E. for the 2010-2011 school year.



Association Representative
for the FOLSOM CORDOVA
EDUCATION ASSOCIATION

3/2/10
Date



District Representative
for the FOLSOM CORDOVA
UNIFIED SCHOOL DISTRICT

3/2/10
Date

THE FOLSOM CORDOVA EDUCATION ASSOCIATION
AND THE
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
MIDDLE SCHOOL EIGHT-PERIOD INSTRUCTIONAL SCHEDULE
MEMORANDUM OF UNDERSTANDING
FOR THE PERIOD OF JULY 1, 2009 TO JUNE 30, 2011

This Memorandum of Understanding is intended to provide specific daily contact maximums for schools operating on an eight-period instructional schedule.

Secondary teachers with an 8-period day shall have a maximum of 185 daily student contacts, with the exception of music and physical education teachers whose maximum daily contacts will not exceed 215. Secondary teachers with three double period blocks shall have a maximum of 105 daily student contacts. For a combination of single and double periods, the following maximums shall not be exceeded:

158 daily contacts for 1 double period and 4 single periods (Excluding PE and music)
132 daily contacts for 2 double periods and 2 single periods (Excluding PE and music)

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.

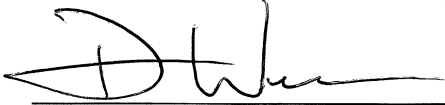
Individual class sizes shall not exceed 35 students per class, with the exception of math and English double period blocks which shall not exceed 37 students per class, and music and physical education class sizes which shall not exceed 40 students per class. During the first two weeks of instruction of each trimester/semester, 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:

The administrator makes every effort to reduce the class size by the start of the third week of the trimester/semester.

The administrator has contacted the assigned teacher to discuss the reason for the class size and the timeline for reducing to the appropriate maximum contacts within the semester/trimester.

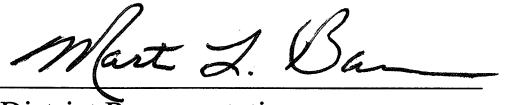
Students in excess of the maximum contacts are distributed evenly and on a rotating basis among the subject matter teachers.

Signed: 04/13/10



Association Representative
for the FOLSOM CORDOVA
EDUCATION ASSOCIATION

4/13/10
Date



District Representative
for the FOLSOM CORDOVA
UNIFIED SCHOOL DISTRICT

4/13/10
Date

THE FOLSOM CORDOVA EDUCATION ASSOCIATION
AND THE
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
DISTRICT BENCHMARK AND SUMMATIVE TEST GRADING

MEMORANDUM OF UNDERSTANDING
FOR THE PERIOD OF JULY 1, 2010 TO JUNE 30, 2011

This Memorandum of Understanding suspends the requirement of District benchmark and summative tests.

Elementary teachers shall, based on consent by both the site administrator and majority of school staff, administer and score the District benchmark or summative tests throughout the year.

s/D. Werra
Association Representative
for the FOLSOM CORDOVA
EDUCATION ASSOCIATION

5/7/10
Date

s/Martin L. Baumann
District Representative
for the FOLSOM CORDOVA
UNIFIED SCHOOL DISTRICT

5/7/10
Date