

**MEMORANDUM OF UNDERSTANDING**  
**between the**  
**FOLSOM CORDOVA EDUCATION ASSOCIATION**  
**and**  
**FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT**  
*Compensation & Substitutes*

The Folsom Cordova Unified School District (FCUSD or District) and the Folsom Cordova Education Association (FCEA or Association) enter into this memorandum of understanding regarding one-time compensation for all bargaining unit members and substitute compensation for elementary and secondary bargaining unit members.

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.

**ARTICLE 1 – Compensation**

The Parties acknowledge that negotiations for the 2019-2020 school year did not include a compensation enhancement due to the uncertainty of the State budget and the global pandemic. The Parties also acknowledge that due to the pandemic, extraordinary working conditions have ensued, as such unit members have adapted, established and delivered new instructional modalities and will be participating in additional practices for the 2020-2021 school year.

1.1 The District will make a one-time, one percent (1%) classroom/COVID-19 preparation stipend for the 2020-2021 school year, based upon the unit member’s actual 2020-2021 base salary up to 1.0 FTE. In order to be eligible for this one-time payment, unit members must be in paid status and in position control as of November 1, 2020 and shall not apply to unit members who are in unpaid status.

1.1.1 The one (1%) base pay includes the following: Regular position up to 1.0 FTE and Doctorate Stipend as applicable. Specifically excluded from base pay includes: Stipends from Appendix D, Division Leader, Department Chair, FTE in excess of 1.0 FTE, Prep Coverage, Daily Rate Professional Development Days, and Extra time.

1.1.2 The Parties agree that payment will be paid no later than March 10, 2021. Both parties acknowledge and agree this one-time payment is not in lieu of negotiated compensation and benefits for the 2020-2021 contract year.

1.2 Fall Coaches will be compensated based on the following criteria;

- 1.2.1 Full stipend - Season with activity sessions and events.
- 1.2.2 Prorated stipend - Shall be paid based on the number of completed activity sessions out of 48 for high school and 28 for middle school, including practices and contests, after July 27, 2020. See Appendix D in the CBA.
- 1.2.3 No Stipend - Season canceled with no activity sessions or games.

**ARTICLE 2 – Substitutes**

- 2.1 If a substitute request is not filled during hybrid in-person learning, unit members will not be required to combine classes for in-person instruction.
- 2.2 Elementary part-time bargaining unit members shall be compensated at the \$250 sub rate for substituting on off-duty days.
- 2.3 Teachers serving as a period sub/proctor for distance learning or in person teacher will receive the rate of \$70 per period.
- 2.4 Duties include assisting with technology, managing materials, providing classroom management.
- 2.5 Non-rostered bargaining unit members will fulfill the duties of their regular job before agreeing to sub for a class period in their assigned school.

**ARTICLE 3 - General**

- 3.1 All provisions of this MOU are subject to the negotiated grievance procedure in the CBA.
- 3.2 All components of the Parties’ current CBA not in conflict with this MOU shall remain in full effect. This agreement is a one-time agreement to navigate the pandemic and is non-precedent setting.
- 3.3 This MOU shall remain in full force and effect through June 30, 2021.
- 3.4 The Parties may mutually agree to extend or modify the provisions of this MOU in writing.

*Debra Krikourian*  
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Association Representative  
Folsom Cordova Education Association

*Donald Ogden*  
\_\_\_\_\_  
District Representative  
Folsom Cordova Unified School District

1/21/21  
Date

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Date

FCEA Ratification Date:

Board Ratification Date: