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

Compensation for Substituting October 12, 2022

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 regarding compensation for bargaining unit members who provide substitute coverage.

1. Elementary

- 1.1 The following shall apply to unit members assigned to an elementary self-contained classroom.
- 1.2 Shared Contracts
 - 1.2.1. Unit members who share a contract may substitute for the District during their off duty time.
 - 1.2.2 In such case, the unit member will be paid their daily per diem rate.
- 1.3 Splitting Classroom

While not the first line of defense, classrooms may be split when a substitute is not available. In such case, students will be distributed to other classrooms. Classrooms will receive a maximum of seven (7) students not to exceed a total of forty (40) students in the classroom. Each impacted teacher shall receive one hundred and twenty-five dollars per day.

1.4 Preparation Period

Unit members who lose their preparation period due to a lack of available preparation teachers will be compensated at the rate of sixty dollars (\$60) per preparation period.

2. Secondary Rostered Unit Members

Unit members, who substitute in lieu of their schedule preparation time shall be paid at the following rates which are based upon the site's master schedule:

2.1. Sites with a 6 or 7-period schedule: \$60 per period coverage. A block day shall count as two periods.

2.2. Sites with a 4-period schedule: \$100 per period coverage

3. Non-Rostered Unit Members

- 3.1 Ideally, non-rostered unit members will fulfill the duties of their regular job before substituting for a school site.
- 3.2 When possible, substituting will be limited to half $(\frac{1}{2})$ day.
- 3.3 The District understands that when these unit members are redirected to a substitute assignment, the unit member may have regular work to complete outside their contracted day.
 - 3.3.1 As a result, the unit member may record and submit a time sheet for up to two (2) hours for every day of substitution.
 - 3.3.2 Should the unit member feel that additional hourly work is necessary, they may petition their supervisor for the approval of additional hours.
 - 3.3.3. The rate of pay shall be sixty dollars (\$60) per hour.

4. Orthopedic Impairment

Unit members may be assigned to assist in the completion of the Orthopedic Impairment case load. Those unit members may submit a time sheet for up to:

4.1 Ten (10) hours per week. Should the unit member feel that additional hourly work is necessary, they may petition the Assistant Superintendent of Special Education and Director of SELPA for additional hours.

5. General Provisions

- 5.1 Bargaining unit members at Walnutwood, Innovations Academy, and Folsom Cordova Community Charter shall not be required to provide substitute coverage. The exception to this practice, if part-time employee(s) are hired to cover additional enrollees at the schools listed, unit members may sub during non-contract time.
- 5.2 Elementary and secondary bargaining unit members will use a site Prep Coverage Form to track period subbing and variable time sheets for hourly pay. Bargaining unit members shall include their employee ID number and verification signature on the site Prep Coverage Form and/or variable time sheet.
- 5.3 The order of filling subs in the classroom: 1) call subs to fill sub requests, 2) ask unit members to volunteer to fill sub requests, and 3) if no on-site volunteers are available, then sub assignments will be made equitably on a rotating basis of unit members available for each period. Teachers who have a 120% contract will not be placed on the sub rotation list, unless they volunteer.
- 5.4 All provisions of this MOU are subject to the negotiated grievance procedure in the CBA.

- Unless otherwise noted below, the provisions of this MOU shall supersede any conflicting provisions of the Collective Bargaining Agreement ("CBA") between the Parties. 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 and is non-precedent setting.
- This MOU shall be effective August 9, 2022, and remain in full force and effect through June 30, 2023. The new rate of pay shall be implemented in the December 2022 pay period. Retro pay shall be paid in February of 2023.
- 5.7 The Parties may mutually agree to extend or modify the provisions of this MOU in writing.

Association Representative

Folsom Cordova Education Association

District Representative

Folsom Cordova Unified School District

Date 10/13/22

Date