

**MEMORANDUM OF UNDERSTANDING
BETWEEN FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
AND FOLSOM CORDOVA EDUCATION ASSOCIATION (FCEA)**

School Closure Related to Coronavirus-19/COVID-19 (COVID-19)

March 25, 2020

The Folsom Cordova Unified School District (“District”) and Folsom Cordova Education Association (“Association”) enter this Memorandum of Understanding (“MOU”) regarding the school closure related to COVID-19.

The parties recognize there is a need to close schools (“emergency school closure”) and move to an alternative learning plan to allow for social distancing as recommended by public health officials in order to prevent the spread of illness arising from the coronavirus during the 2019-2020 school year.

PROPOSED TIMELINE

- **March 23 – 27:** Distance learning rollout. Teachers work with on-line training modules and become familiar with Schoology.
 - **March 30 – April 3:** “Soft roll out.” Teachers and students take beginning steps working/interacting together through the on-line platform.
 - **April 6 – 13:** Spring Break (non-instructional week)
 - **April 14 – 17:** “Reacquaint with on-line learning platform” Teachers and students re-engage through the online learning platform. Teachers adjust as necessary.
 - **April 20 Forward:** Pending shelter-in-place directives from the Governor and Sacramento County Health, continue with distance learning.
1. Unit members shall work remotely for the duration of the emergency school closure, including at least (2) school hours per day of virtual office hours. Unit members shall communicate their office hours to parents and students. The parties also agree that at times, employees will need to complete distance learning work using a flexible schedule. Unit members will consider students who will be traveling to and from school sites for meals when building their daily schedules.
 2. Unit members shall check their emails at least once per day and respond to staff, parents and students accordingly, but generally within two workdays. Should parents or students need to communicate to a unit member who is working remotely, they will email the unit member, and the unit member shall email or conference with the parent/student. Unit members may choose to block their personal numbers.

3. Unit members working remotely shall perform professional duties equivalent to their assignment which was assigned prior to the COVID-19 school closures and shall not be required to perform tasks that are outside their regular professional job duties..
4. Unit members' compensation and benefits shall not be reduced as a result of the emergency school closure. Unit members who coach or receive other stipends, shall be paid their full stipends in accordance with the collective bargaining agreement.
5. Unit members shall not be subject to any evaluation on any lesson planning, implementation, delivery, and/or student assessment associated with distance learning due to the unique circumstances surrounding this crisis.
6. Flexible learning activities shall be provided to students and may include enrichment, engagement, and review. The activities provided shall not require summative assessments or grading.
7. The District will make trainings available to assist teachers in becoming proficient in distance learning.
8. Unit members are not required to utilize personal consumable resources to provide materials to students. Unit members shall contact their immediate supervisor if they need assistance accessing materials in order to provide equitable access to curriculum. District shall notify unit members when printing is available through the district.
9. The parties agree to collaborate to address implementing guidance from the California Department of Education as well as the Federal Department of Education in order to provide equitable and appropriate education for our students with special needs. District administration shall provide guidance on the amendment process to support case managers. To the extent feasible, staff or IEP team members will participate in the IEP amendment team meetings. IEP services will be implemented as documented in IEP amendments. Staff will monitor progress, maintain service logs, and document communication with families.
10. The parties agree that current collectively bargained timelines for staff evaluations and related components shall be suspended for the remainder of the 2019/2020 school year.
 - a. The parties agree that if administration has completed the required components of an evaluation prior to the closure of schools, they may complete the evaluation.
 - b. The parties agree that any evaluations that are not able to be completed for the 2019/2020 school year will be carried over to the 2020/21 school year.
 - c. All evaluations will be pushed back one year so that unit members who were schedule to be evaluate during the 2020/2021 school year will be evaluated during the 2021/22 school year.

11. Upon the State/County/District determination that schools are safe to re-open, the District shall make every effort to provide all unit members time to prepare for the return to the classroom with students. The District shall ensure that all school sites are adequately sanitized before unit members return.
12. Unit members shall not be required to make up adjunct duty or committee assignments missed as a result of the emergency school closure. Adjunct duty, district and/or site committees scheduled during the closure are canceled and will not be rescheduled.
13. The normal processes and procedures for requesting leave shall be followed if a unit member will not be available to render service during any day of this closure. Unit members who intend to be out on sick leave (medical verification required in some instances), personal necessity, etc. shall follow the normal procedures.
14. Previously approved leaves are not superseded by reasons associated with COVID-19. For example, if a unit member has requested and already been approved to take sick leave or a personal necessity day during the closure period, those leaves will still be implemented. Effective immediately, any unit member who is on leave, shall have the opportunity to "return to work" on a case by case basis as determined through the interactive process through Human Resources.
15. The Parties understand the coronavirus (COVID-19) pandemic situation is very fluid and mutually agree to review the provisions of the MOU, as necessary.
16. This MOU resolves the negotiable effects of school closures due to the coronavirus (COVID-19). The District and/or Association reserve the right to negotiate any additional impacts and/or additional school closures in the 2019-2020 school year.

This MOU shall expire on June 30, 2020, or at the conclusion of this coronavirus crisis, but may be extended by mutual written agreement.

Donald Ogden

Fynn Carroll

District

Folsom Cordova Education Assn.

03/25/2020

03/25/2020

Date

Date

**ADDENDUM TO 3/25/20 MEMORANDUM OF UNDERSTANDING
BETWEEN FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
AND FOLSOM CORDOVA EDUCATION ASSOCIATION**

School Closure re Coronavirus-19/COVID-19
(Grading, Special Education, Leaves, Attendance)

April 29, 2020

The Folsom Cordova Unified School District (“District”) and Folsom Cordova Education Association (“FCEA”) enter this Addendum to 3/25/20 Memorandum of Understanding (“MOU”) regarding the school closure related to COVID-19. This Addendum shall become effective once signed by both parties. The original MOU is attached and made a part of this document.

Going forward the District and FCEA agree to the following language additions or replacements:

1. No. 6 of the 3/25/20 MOU shall be replaced by the following language:
 - a. The intent of this Addendum is to ensure that grading policies align with CDE guidance (4-9-2020) and hold students harmless for their spring grades and the transition to distance learning.
 - b. Elementary Grades: TK-5 students will not receive grades on report cards. All report cards will reflect a move to distance learning. Teachers will continue to provide feedback and progress towards meeting guaranteed and viable standards to students and families; however, teachers will not be responsible for preparing final report cards.
 - c. Middle School: Grades 6-8 students will receive Pass or No Mark for each course. All report cards will reflect a move to distance learning. Teachers will assign Pass or No Mark based on students’ grades on or before the schools’ shutdown, March 13, 2020, and provide opportunities to improve the final grade. The Department of Curriculum & Instruction and the Equity Task Force will provide teachers with guidelines related to Passing as of March 13, 2020. Teachers will continue to provide feedback and progress towards meeting guaranteed and viable standards to students and families.
 - d. High School: For grades 9-12, all report cards will reflect a move to distance learning. Teachers will assign Credit/No Mark based on students’ grades as of the schools’ shutdown, March 13, 2020, with opportunities to improve the final grade. The Department of Curriculum & Instruction and the Equity Task Force will provide teachers with guidelines related to Passing as of March 13, 2020. Teachers will continue to provide feedback and progress towards meeting guaranteed and viable standards to students and families. At Vista Del Lago High School, students began their term on March 16, 2020, and report cards will be based on second semester consistent with this Addendum to MOU dated March 25, 2020.

- i) High School students will have the third quarter grades recorded on transcripts upon request. Third quarter grades will not be reflected in GPA calculations.
- e. Final Report Cards at all grade levels will not include attendance, letter grades (except for d.i. above), citizenship grades, or teacher comments.
- f. The grading policies outlined herein will supersede FCUSD Board Policy 5121 through June 30, 2020, or at the conclusion of this coronavirus crisis.

2. No. 9 of the 3/25/20 MOU shall be replaced by the following language:

Special education alternative delivery options will comply with federal, state, and local health official's guidance related to social distancing, with the goal of keeping students, teachers, and service providers safe and healthy. For students with disabilities, district administration, program specialists, general education teachers, special education teachers, and related service providers will collaborate to find appropriate ways for students to receive meaningful access to learning opportunities. Case managers and related service providers (SLPs, APE, Psychologists, Counselors, Intervention Teachers, etc.) will continue to provide students with the opportunity to work on specific skill areas to maintain progress towards identified goals to the extent feasible.

For special education teachers, the parties agree that one day per week (determined in collaboration with supervisor) will be a non-student contact day. On non-student contact days, special education teachers may collaborate with other job-like peers and/or IEP team members and general education teachers, work on IEPs, and/or otherwise prepare for distance learning. To the extent possible, site administration and other site leaders will not schedule meetings that conflict with the selected days.

3. No. 13 of the 3/25/20 MOU shall be replaced by the following language:

Non-COVID 19 Related Leaves: The normal processes and procedures for requesting leave shall be followed if a unit member will not be available to render service during any day of this closure. Unit members who intend to be out on non-COVID19 related leave shall follow the normal procedures.

4. No. 14 of the 3/25/20 MOU shall be replaced by the following language:

Pursuant to the April 1, 2020 Framework for Labor-Management Collaboration, the parties agree to implement the following leave provisions.

- a. COVID 19 Related Leaves: No employee shall have accrued leave deducted for taking time needed to comply with a medical professional’s recommendation, including to self-quarantine, secure one’s own health, or secure the health of one’s household. A supervisor may request written verification from a health professional. If an employee fails to provide the requested medical verification, the employee will use leave as set forth in No. 3. above.
- b. Employees with Dependent-Care Needs: Employees with dependent-care needs who are not able to report to work should not have accrued leave deducted unless their employer has offered no-cost childcare for the duration of work hours and the employee has declined.
- c. This means the District shall not deduct from accrued leave in the case of COVID 19 health-related absences. If an absence is not-COVID19 health-related, accrued leave may be deducted unless an employee has dependent-care needs. In that event, accrued leave may be deducted only after the employer has offered no-cost childcare and the employee has refused.

4. No. 17 shall be added to the 3/25/20 MOU as follows:

Bargaining unit members shall not be required to take attendance during the period of emergency school closures.

This Addendum shall expire on June 30, 2020 but may be extended by mutual written agreement. Furthermore, the District and/or FCEA reserve the right to negotiate any additional impacts related to COVID-19 and/or additional school closures in the 2019-20 or 2020-21 school years.

Donald Ogden
Folsom Cordova Unified School District

Debra Krikourian
Folsom Cordova Education Association

4/29/20
Date

4/29/2020
Date