

MEMORANDUM OF UNDERSTANDING
BETWEEN FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and
FOLSOM CORDOVA EDUCATION ASSOCIATION
DISTANCE LEARNING DURING THE 2020-2021 SCHOOL YEAR
SEPTEMBER 2, 2020

The Folsom Cordova Unified School District (FCUSD or District) and the Folsom Cordova Education Association (FCEA or Association) are committed to creating a working environment that is safe and healthy for our staff and students. Working collaboratively, FCUSD and FCEA enter this Memorandum of Understanding (“MOU”) regarding the impact and effect of District decisions related to the opening of schools during the 2020 -2021 school year in a Distance Learning Model.

FCUSD and FCEA acknowledge the local health Order must be followed per the law. FCUSD will utilize local health recommendations and the Governor’s metrics to determine the safe reopening of schools. The District will assess the ability to commence the hybrid model at the beginning of each grading period (e.g., December 18, 2020 for semester-based schools, and November 6, 2020, for trimester-based schools). The parties acknowledge it could take approximately four to six weeks to transition to a hybrid model. The parties will continue to meet and negotiate safety measures and how to safely reopen our schools under the guidance parameters outlined above, with negotiated safety measures to be determined by the parties and in place before the reopening of schools for in-person student contact.

This MOU supersedes the MOU dated 3-25-20. The Collective Bargaining Agreement (CBA) between the District and FCEA is in full force and effect except as otherwise agreed to in this MOU. If a conflict occurs between the CBA and this MOU, this MOU supersedes.

The Parties agree to the following:

ARTICLE 1: DISTANCE LEARNING

1.1 Definitions

1.1.1 “Distance learning” means instruction in which the pupil and instructor are in different locations and pupils are under the general supervision of a certificated employee of the local educational agency. Distance learning may include, but is not limited to, the following:

1.1.1.1 Daily live interaction, instruction, and check-ins between teachers and pupils using a computer or communications technology.

1.1.1.2 Video or audio instruction in which the primary mode of communication between the pupil and certificated employee is online interaction, instructional television, video, telecourses, or other instruction that relies on computer or communications technology.

- 1.1.2 During assigned class periods/times, unit members will be available to or engaged with students in real time.
- 1.1.3 All unit members will meet with students virtually while working in the distance learning model. Unit members can work from a classroom/office during regular school hours as the unit member deems necessary. When the order is lifted FCEA and FCUSD agree to implement bargained safety protocols before unit members are required to meet on campus.

1.2 Digital Privacy Protection

- 1.2.1 District will update their Student Technology Use Agreement (“Addendum A”) and notify all students and parents of said update no later than September 18, 2020. “Addendum A” is hereby made part of this agreement.
- 1.2.2 Bargaining unit members will not be recorded without their consent pursuant to Education Code Section 51512.

ARTICLE 2: HEALTH AND SAFETY

2.1 Personal Protective Equipment (“PPE”)

- 2.1.1 The parties agree that when unit members report to a District site to facilitate distance learning or services, the District shall provide appropriate PPE (face coverings, face shields, hand sanitizer) to ensure that the unit member maintains his or her safety. PPE, combined with other infection control practices such as handwashing, using alcohol-based hand sanitizers, and covering coughs and sneezes, minimizes the spread of infection from one person to another.
- 2.1.2 In-lieu of using District-provided face coverings, face shields, and hand sanitizer, unit members may bring their own so long as it complies with public health guidelines and provides equivalent protection to that provided by the District.
- 2.1.3 Unit members shall not be required to bring their own face coverings, face shields, and hand sanitizer, and no unit member shall be disciplined or evaluated negatively for not providing their own.

2.2 Face Coverings

- 2.2.1 Absent a state authorized exemption, State-mandated face coverings are required to be worn by individuals when on district sites. This applies to staff and any visitors on site over two years of age. District shall develop and share with staff a plan to deal with persons who are not in compliance with the face covering requirements.

2.2.2 Face coverings shall not be required for staff when working independently in their classroom/office or if there is a medical contraindication verified in writing from a medical provider and determined through the interactive process.

2.2.3 For unit members who cannot wear a mask according to Section 2.2.2, face shields with neck drapes tucked into the shirt shall be used.

2.3 Compliance with Safety Orders

2.3.1 The Parties agree that State and County safety orders and guidelines continue to adapt to the conditions of the pandemic. The District and unit members will adhere to guidelines which are based upon State and County orders, and subsequent orders and guidelines which reflect State and local public health safety orders.

2.3.1.1 The Parties agree that to support the safety of FCEA unit members and other District staff, who may work in person on school and District sites while delivering distance learning or services, the District shall provide sanitation of schools and District work sites, including staff restrooms, classrooms, and offices. Exhaust fans in staff restrooms shall remain on while schools are open. Signs shall be posted in staff restrooms reminding staff to leave fan switch on during the school day. Staff restrooms without exhaust fans will have a sign posted on the door warning of no exhaust fan.

2.3.1.2 Bargaining Unit Members shall use the District's COVID-19 Check In & Out forms (attached as "Addendum B") to notify administration each day they are at their work site for purposes of safety, cleaning of classrooms and shared spaces, and contact tracing. Unit members shall not be required to sign in at the school office.

2.3.1.3 When a bargaining unit member reports to a district worksite, he/she shall be responsible for following state, county, and local public health recommendations.

2.3.1.4 Except when working independently in their classroom/office, while on district premises, bargaining unit members shall maintain recommended physical distancing between themselves and other individuals.

2.3.2 Air Ventilation and Filtration: The intention of section 2.3.2 is to prepare for in person instruction. This section will not prevent members from using a site while Distance Learning is in effect.

2.3.2.1 The Parties agree that to support the safety of FCEA unit members and other District staff, who may work in person on school and District sites while

delivering distance learning or services, proper ventilation is necessary to minimize the transmission and infection from COVID-19, especially for individuals in a closed space for extended periods of time by reducing the airborne concentration of the virus and thus the risk of transmission and infection of COVID-19 through the air.

- 2.3.2.2 The District shall ensure all HVAC systems operate on the mode which delivers the most fresh air changes per hour, based on engineers' recommendations, including disabling demand-controlled ventilation and open outdoor air dampers to 100% as indoor and outdoor conditions safely permit.
- 2.3.2.3 HVAC systems shall be equipped with MERV13 filters and changed at the recommended intervals.
- 2.3.2.4 Members shall not be required to work in classroom spaces, portable classrooms, or any work areas without HVAC systems and MERV13 filters.
- 2.3.2.5 All locations with functioning windows shall be encouraged to keep them open depending on weather, temperature, or air quality conditions.

2.3.3 The intent of these requirements is to comply with the applicable governmental orders that may be issued during the terms of this agreement. The Parties agree to meet as soon as possible to negotiate any impacts and/or effects of any revisions or updates to public health and safety guidelines issued by the State and Local County.

ARTICLE 3: MEETINGS AND GATHERINGS

- 3.1 Meetings shall be held virtually during distance learning including, but not limited to, staff meetings, 504s, IEPs, SSTs, committee meetings, district meetings, staff gatherings, and parent meetings unless mutually agreed upon by all parties.
- 3.2 County guidelines will be followed for large in-person gatherings (i.e. school assemblies, music events, plays, etc.)
- 3.3 Ongoing "Parent/Guardian Coach" virtual conferences can occur in lieu of Back-to-School Night and Parent Conferences on a site-by-site basis with mutual site administration and staff agreement.

ARTICLE 4: DAYS AND HOURS

- 4.1 2020-2021 Academic Calendar:
 - 4.1.1 See MOU titled "2020/2021 Additional Training and PLC Days" and attached hereto

as “Addendum C”.

4.2 District schools shall remain open during regular school hours.

ARTICLE 5: LEAVES

The Parties agree that all collectively bargained leave provisions will remain in full force and effect for the duration of the pandemic. In addition to the foregoing, members shall have access to any additional leave as authorized pursuant to any modifications to state and/or federal leave policies enacted to address the coronavirus pandemic.

5.1 All COVID-19 related leaves will be processed in accordance with the Families First Coronavirus Response Act.

5.2 If a bargaining unit member tests positive for COVID-19 and is unable to work, the district shall pay the unit member’s full per diem rate for up to 10 days. This section, 5.2, expires with the FFCRA act on December 31, 2020, unless extended by law.

ARTICLE 6: PAY AND BENEFITS

6.1 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 to provide equitable access to curriculum. District shall notify unit members when printing is available through the district.

6.2 Appendix D stipends in the CBA will be reviewed on a case by case basis depending on the activity offered and duties performed, and stipends shall be prorated dependent on duties performed. For example, Coaching Stipends will be moved to season when the activity is allowed. Activities which are not practicable during distance learning will be canceled or reassigned to a future date along with the stipend. Stipends will be moved to the designated season when the activity is allowed.

ARTICLE 7: EVALUATION

7.1 The period from the start of the school year through September 30, 2020, shall not be used to evaluate bargaining unit members. Evaluations that were suspended in the 2019-2020 will resume in 2020.

ARTICLE 8: ACCESS LIMITATIONS AND ASSOCIATION RIGHTS

- 8.1 Each Written Work Site-Specific Plan will include a plan to limit non-essential visitors, facility use permits, and volunteers. Notwithstanding representatives from the Association, including local Association leaders, the California Teachers Association, and the National Education Association, shall be granted access in accordance with law.

ARTICLE 9: PROFESSIONAL DEVELOPMENT AND TRAINING

- 9.1 See MOU titled “2020/2021 Additional Training and PLC Days” and attached hereto as “Addendum C”.
- 9.2 During the bargained Professional Development Days unit members will sign up for Distance Learning Webinars and/or PLC time to work on preparing curriculum for classes.
- 9.3 The district will make every effort to provide non-classroom teacher unit members appropriate training, such as the Mind Institute, for doing their job while distance learning. This includes, but is not limited to Special Education, Nurses, SLPs, Psychologists, Program Specialists, Hearing and Vision Impaired, etc.
- 9.4 FCUSD will provide a variety of media such as videos, webinars and/or print in languages that will support families and help teachers prepare parents/guardians to be “Coaches” for Distance Learning pursuant to Education Code 48985.

ARTICLE 10: ADDITIONAL PREPARATION

- 10.1 FCEA and FCUSD worked collaboratively to create an Expert Teacher Task Force.
- 10.2 The FCUSD teacher team will work with Curriculum and Instruction Specialists to continue work on:
- Guaranteed & Viable Curriculum
 - Essential Standards
 - Blended Learning BestPractices
 - Supports for building community in the classroom
 - Training PLC Coaches at the elementary level and Division Leads at the secondary level to continue work on faculty resources and best practices at the beginning and throughout the school year.
- 10.3 Pay: \$2,000.00 Stipend / Total Hours: 44
- Training during the week of July 27 – 31
 - Follow up 6 hours during the week of August 3 – 7
 - August 10 – two-hour meeting

- Additional 10 hours over the course of the 2020 – 2021 school year

10.4 Due to our timeline, rather than a full interview process, interested teachers were asked to answer five questions. A panel of administrators and teachers reviewed all applications and a maximum of 15 elementary teachers and 15 secondary teachers were selected from the applications.

ARTICLE 11: DURATION

11.1 The Parties share joint interests in keeping communications open and working together for the benefit of students, staff, parents, and the District community as events continue to unfold during the pandemic.

11.2 Due to the evolving nature of the pandemic, the Association reserves the right to negotiate safety and/or any impacts and effects related to the COVID-19 pandemic as needed.

11.3 This MOU shall expire in full without precedent on June 30, 2021, unless extended by mutual written agreement of the Parties.

Donald Ogden

District Representative

Debra Krikourian

FCEA Representative

9-3-2020

Date

9/3/2020

Date

“ADDENDUM A”

ONE-TIME SIGNATURE ON THIS FORM WILL SUFFICE FOR THE DURATION OF
THE STUDENT'S TIME AT FCUSD SCHOOLS,
UNLESS NEW FORM LANGUAGE IS REQUIRED IN THE FUTURE

Folsom Cordova Unified School District

STUDENT TECHNOLOGY USE AGREEMENT

Student's Name (Print) _____ Grade Level _____

Current School _____ Today's Date _____

The FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT agrees to allow the student identified above ("Student") to use the ("District's Technology Resources") (including devices, internet access and instructional programs) under the following terms and conditions:

1. Conditional Privilege. The Student's use of the district's resources, ("District Technology Resources") is a privilege conditioned on the Student's agreeing to the district policies and terms of this agreement and on the Student's abiding by the same. Student access to ("District Technology Resources") will be created except when the Student's parent/guardian has notified the district in writing to not allow access to be created.
2. Acceptable Use. The Student agrees that he/she will use the District's Technology Resources for educational purposes only. In using the Internet through the District Internet Access, the Student agrees to obey all federal and state laws and regulations, and district policies. The Student also agrees to abide by any Internet use rules instituted at the Student's school or class, whether those rules are written or oral. District policies may be updated from time to time, and updates will be available for review through the school or the district's website. All internet access provided by the district, regardless of the medium, is considered part of the district system.
3. BYOD (Bring your Own Device). Students may access the District Bring your Own Device (BYOD) Wireless Network with their personal mobile and computing devices for educational use. All students on the BYOD wireless network are expected to conduct their use of the network and Internet, in accordance with this agreement. In addition, all students are subject to individual school site rules and regulations regarding the use of personal cell phones and electronic devices.
4. Resources. When devices, including internet hotspots or chromebooks, are provided by the district, students and their parents/guardians agree to return those devices promptly when requested by district staff and in the condition first received. Normal wear and tear is expected; however, damages beyond normal wear and tear (i.e. cracked screens, etc.) may incur fees.
5. Penalties for Improper Use. If the Student violates this agreement and misuses the District's Technology Resources, the Student may be subject to disciplinary action, revocation of the Student's user account and access to the Internet, as well as legal or criminal action where appropriate.
6. "Misuse of the District's access to the Internet" includes, but is not limited to, the following:
 - (a) use of the district's access to the Internet for other than approved educational purposes;

- (b) gaining intentional access or maintaining access to inappropriate sexual or other offensive materials;
- (c) using the Internet for any illegal activity, including computer hacking and copyright or intellectual property law violations;
- (d) accessing social media unless authorized by the instructor for a class activity directly supervised by a staff member;
- (e) (cyberbullying/bullying) using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
- (f) using encryption software without district authorization;
- (g) wasteful use of limited resources provided by the school including paper;
- (h) causing congestion or disruption of the network through lengthy downloads of unapproved large files or other activities, including the intentional introduction of viruses to the system;
- (i) obtaining or sending information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks;
- (j) gaining unauthorized access to resources, files or data of any type, including access to student records, grades, or files, or other users' files;
- (k) identifying oneself with another person's name or password or using an account or password of another user without proper authorization;
- (l) using the network for personal, financial or commercial gain without district permission;
- (m) theft or vandalism of data, equipment, or intellectual property;
- (n) invading the privacy of individuals (including taking/sharing photographs or videos without the express written permission of an individual);
- (o) creating a web page or associating a web page with the school or school district without proper authorization;
- (p) sharing Student ID and password or providing District Internet Access to unauthorized individuals;
- (q) failing to obey school or classroom Internet use rules;
- (r) taking part in any activity related to Internet use which creates a clear and present danger or the substantial disruption of the orderly operation of the district or any of its schools;
- (s) circumventing or disabling security measures; or
- (t) using personal mobile technology to access resources or information without teacher direction or approval.

7. No Expectation of Privacy. The district reserves the right to monitor the Student use of technology within the jurisdiction of the district without advance notice or consent. Students shall be informed that their use of the district technology, including but not limited to, computer files, email, text messages, instant messaging, and other electronic communication, is not private and may be accessed for the purpose of ensuring proper use. Students have no reasonable expectation of privacy in use of the district

technology. Students' personally owned devices shall not be searched except in cases where there is a reasonable suspicion, based on specific objective facts, that the search will uncover evidence in a violation of the law, district policy, or school rules.

The Student and parent signing below agree that if the Student uses District Technology Resources, the Student waives any right to privacy the Student may have for such use. The Student and parent agree that the district may monitor the Student's use of District Technology Resources and Internet Access and may also examine all system activities the Student participates in. The District may share such transmissions with the Student's parents.

8. No Guarantees. The district will make good faith efforts to protect children from improper or harmful matter that may be on the Internet. At the same time, in signing this agreement, the parent and Student recognize that the district can make no guarantees about preventing improper access to such materials on the part of the Student.

9. District Held Harmless and Promise Not to Sue. In order to protect itself from future lawsuits where a student or parent alleges that the Student suffered some kind of injury because the Student used the District's Internet Access or other technology resources, the district requires that the Student and parent promise to forego such claims against either the District or its employees in return for being allowed to use the resources. Therefore, the Student and parent agree to hold the district and its employees harmless from any claim or liability arising out of or resulting from the Student's use of the District's Internet Access, even though the nature, extent, and seriousness of such claims are currently unknown. In other words, the Student and parent agree that they will not sue the school district or any district employee over any claim that comes about as a result of the Student's using the District's Internet and intranet access. By signing this agreement the parent and Student waive any such claims that may occur in the future, whether they are now aware of how the Student could be injured by using the Internet, or the extent of such alleged injury. In doing so the Student and parent waive any protection they have under Civil Code section 1542 with regard to claims arising from the Student's use of District Internet Access. That law reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

10. Signatures. We, the persons who have signed below, have read this agreement and agree to be bound by the terms and conditions of this agreement.

Student's Signature (10 yrs. or older only)

Parent/Legal Guardian's Signature
(For students under 18 years old)

Dated: _____

IF PARENT ELECTS TO REFUSE ACCOUNT ACCESS PRIVILEGES FOR STUDENT:

I do NOT want my child to have access to instructional program(s) created. I will contact the site administration to discuss the programs.

PARENT INITIALS HERE MEAN you are requesting ACCOUNT ACCESS be adjusted per contact with site administration _____

Walnutwood HS Staff Check IN upon arrival

Thank you for helping to ensure everyone's safety and good health!

* Required

1. Email address *

While sites are closed, staff access is limited to accommodate cleaning schedules and energy/HVAC management. For safety purposes, please remember to verify which areas of the building are available to staff and complete the check in / check out process.

Reminders: [1] Everyone is to screen themselves for symptoms prior to arriving on site each day. Your presence on site is an indication that you are not exhibiting symptoms. [2] Inform your Supervisor of Covid-related exposure or symptoms.

If you have concerns about a coworker exhibiting Covid-19 symptoms, please call 916-294-9000 x 104414 to report. All Covid-19 Case Management information is confidential.

2. For everyone's safety, remember to:

Check all that apply.

- Stay home when you are feeling sick or presenting symptoms.
- Socially distance from others.
- Wear a face covering when sharing space or when social distancing is not possible.
- Wash your hands frequently.

3. First Name *

Walnutwood HS Staff Check OUT when leaving

* Required

1. Email address *

Thank you for helping to ensure everyone's safety and good health!

If you have concerns about a coworker exhibiting Covid-19 symptoms, please call 916-294-9000 x 104414 to report. All Covid-19 Case Management information is confidential.

2. First Name *

3. Last Name *

4. Phone/Ext *

5. Date *

Example: January 7, 2019

6. Time *

Example: 8:30 AM

7. Please check all areas of the campus accessed during your presence on site today. *

Check all that apply.

- Office / Admin Building
- Copier
- Workroom
- Restroom
- Classroom (note room # in other)

Other: _____

8. List people you were within 6 feet of for more than 15 minutes. *

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4. Last Name *

5. Phone number *

6. Date *

Example: January 7, 2019

7. Time arrived *

Example: 8:30 AM

8. Please indicate areas of the campus that you plan to spend time in during your presence on site today. *

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"ADDENDUM C"

MEMORANDUM OF UNDERSTANDING

between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

and the
FOLSOM CORDOVA EDUCATION ASSOCIATION

2020/2021 ADDITIONAL TRAINING AND PLC DAYS

JULY 29, 2020

This Memorandum of Understanding (MOU), which supersedes the Collective Bargaining Agreement, is an effort to assist certificated staff in delivering instruction in a distance learning environment. FCUSD and FCEA are collaborating to create two (2) additional work days for certificated staff to participate in training specific to delivering instruction in a distance learning environment.

The work year will be modified to reflect the following:

August 3 - 4: New Special Education Teacher Training

August 5: New Teacher Orientation and Training

August 6: Site-based Staff Meeting shall not exceed 45 minutes; followed by Teacher
Optional added day Workday

August 7: Site-based Staff Meeting shall not exceed 45 minutes; followed by
Optional added day Professional Learning Community (PLC) time

August 10: Flexible Professional Development/PLC Workday (Members sign up with
Go Sign Me Up)

August 11: Flexible Professional Development/PLC Workday (Member sign up with
Go Sign Me Up)

Certificated staff on a 184-day work calendar who work any of the days on August 3 through 7 shall be paid at their daily rate of pay in a separate pay warrant. These are "buyback or optional days" specific to distance learning. This means that it is an opportunity to work additional days. If an employee chooses not to work they will not earn pay nor will they lose a day of leave.

Certificated staff with work calendars beyond the 184 days may schedule two (2) additional workdays in collaboration with their supervisor.

August 10 and 11 are part of every Certificated work calendar. Absent employees must use Aesop to record his or her absence.

This is a one-time non-precedent setting agreement. Absent mutual agreement, this MOU shall sunset on June 30, 2021.

Debra Krikourian
Association Representative
For the FOLSOM CORDOVA EDUCATION
ASSOCIATION

Donald Ogden
District Representative
For the FOLSOM CORDOVA UNIFIED
SCHOOL DISTRICT

07/31/2020
Date

07/31/2020
Date

Board Ratification Date _____