

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

**Safety and Health Measures during the 2020-2021 School Year**

**11/04/2020**

Folsom Cordova Unified School District and Folsom Cordova Education Association enter this Memorandum of Understanding (“MOU”) regarding the issues related to the coronavirus COVID-19 and the opening of schools during the 2020-2021 school year. As of the date of this MOU, the Parties recognize that the COVID-19 pandemic necessitates significant modifications to the operation of schools to minimize the health risks associated with COVID-19 infection for all students, staff, and their families while also providing equitable access to education for students. The mutual goal is to do no harm to students and staff while providing the best possible learning opportunities for students. This agreement only applies to the temporary effects due to COVID-19 in 2020-2021 and shall not be precedent setting for future contract negotiations.

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement between the Parties that are in conflict 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: HEALTH AND SAFETY**

**1.1 Adherence to Health Guidelines and Orders**

1.1.1 District shall adhere to COVID-19 guidelines and orders issued by the Centers for Disease Control and Prevention (“CDC”), California Department of Public Health (“CDPH”), California Department of Education (“CDE”), California Department of Industrial Relations Division of Occupational Safety and Health (“Cal-OSHA”), Sacramento County Public Health and the District’s Guidelines for Assessments Cohorts Hybrid (Attachment A) shall be followed.

1.1.1.1 Where there is a conflict between the various guidelines or orders, the District shall adhere to the most restrictive guidelines or orders to minimize potential health and safety risks for all unit members, students, and their families.

1.1.1.2 Safety precautions set out in the Mandated In-Person Assessment MOU dated October 8, 2020, and Cohort MOU dated October 14, 2020, will remain in place for staff providing in-person mandated assessments.

1.1.1.3 Spaces utilized for hybrid classes will comply with the safety measures set out in the Distance Learning MOU dated September 2, 2020.

1.1.2 The Parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to the guidelines in Section 1.1.1, after the date of execution of this MOU.

## 1.2 Personal Protective Equipment (“PPE”)

1.2.1 District shall provide PPE (masks, protective shields, hand sanitizer) to all unit members and students, grades PK-12, for every day that unit members and students are required to report to school sites, upon request. In addition, the District will also provide paper gowns for unit members upon request.

1.2.2 In-lieu of using District-provided PPE, unit members may bring their own PPE so long as the PPE complies with public health guidelines and provides equivalent protection to the PPE provided by the District.

1.2.3 Unit members shall not be required to bring their own PPE, and no unit member shall be disciplined or evaluated negatively for not bringing their own PPE.

1.2.4 If the District fails to provide sufficient PPE for the day, individuals without PPE will be sent home for the day to work virtually. Unit members sent home due to lack of PPE will receive their full daily rate of pay. Unit members will resume on campus work when sufficient PPE is available.

## 1.3 Face Coverings

1.3.1 Face coverings are always required to be worn properly by all individuals on a school site indoors or outdoors. This applies to staff, students in grades PK-12, administrators, and any visitors on site over two years of age. The use of gaiters and other single ply face coverings may be allowed outside only with mutual consent of staff and administration.

1.3.2 If a child refuses to keep mask or face coverings on when in class, an administrator or administrative designee will remove the student and call the family. Absent a medical recommendation or ADA accommodation, student will be enrolled in the Virtual Academy.

1.3.3 If parents provide a medical recommendation or ADA accommodation for a student not wearing a mask, the in-person instruction shall be provided using staff PPE, such as a shield with a drape. District shall develop and share with staff a plan to accommodate persons who are exempt from the face covering requirements prior to in-person attendance.

1.3.4 Students, unit members, and staff who have a hearing impairment or need to communicate to someone with a hearing impairment and seeing the mouth is essential for communication or assessment with individuals with hearing impairments or speech needs, a clear face covering or face shield with a drape is recommended at this time.

- 1.3.5 For unit members and students who cannot wear a mask according to Section 1.3.2, face shields with neck drapes tucked into the shirt may be used. Masks and face shields may not be required for students with medical apparatus which prevents or obstructs the use of the apparatus.
- 1.3.6 The Parties acknowledge that the interactive accommodation process may be required to make the work environment safe for employees with health conditions that heighten the risk of severe outcomes with COVID-19. See employee Leave Section of Hybrid MOUs.
- 1.3.7 Unit members who provide services and/or instruction to students unable to wear a mask due to health concerns or when social distancing will not be possible may request a KN95 mask and shall receive 2 KN95 masks per week.
- 1.3.8 Unit members in contact with students exhibiting symptoms of COVID-19 illness will be notified if the student is sent home. At the end of each day, all staff will be notified of the total number of students sent home.

#### 1.4 Hand Washing/Sanitizers

- 1.4.1 The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19.
- 1.4.2 All individuals shall be required to wash their hands or use medically effective hand sanitizer (60% or greater alcohol-based) when hand washing is not practicable upon entering district sites and every time a classroom is entered.
- 1.4.3 District shall comply with the following hand washing/sanitizing requirements:
  - 1.4.3.1 Every room with a sink shall be stocked with soap and paper towels.
  - 1.4.3.2 Portable hand washing/sanitizing stations shall be provided at each ingress and egress point on a school site as well as at locations identified by the WWSP team.
- 1.4.4 District shall comply with the following hand sanitizer requirements:
  - 1.4.4.1 Every classroom, non-classroom workspaces, and common spaces shall be provided medically effective (60% or greater alcohol-based) hand sanitizer.
- 1.4.5 All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked daily or as needed.

#### 1.5 Non-Latex Gloves

- 1.5.1 Hand hygiene is recommended over the use of gloves, except for toileting needs and medical procedures, food service, or use of certain chemicals (janitorial).
- 1.5.2 After direct contact, dispose of gloves properly and wash hands/use hand sanitizer.
- 1.5.3 Gloves must be used for cleaning.
- 1.5.4 Staff will be provided an instructional video on the proper use of gloves.

## 1.6 Physical Distancing and Plexiglass

### 1.6.1 Classroom/Instructional/Academic Learning/Common Spaces

- 1.6.1.1 District staff shall ensure minimum physical distancing of six (6) feet between all student workspaces, between all educator and student workspaces, and between all employee workspaces.
- 1.6.1.2 District staff shall calculate the maximum capacity of all workspaces while maintaining physical distance requirements. The capacity for each classroom space shall be posted prior to the start of in-person learning. District staff will ensure students have sight access to all teaching tools.
- 1.6.1.3 All workspaces shall be measured and marked to maintain the physical distancing requirement prior to the start of in-person learning.
- 1.6.1.4 In rare situations where physical distancing is impracticable to provide necessary student services, as mutually agreed to by the unit member and the site administrator, alternative and effective safety devices shall be used such as plexiglass barriers.
- 1.6.1.5 No unit member shall be directed to violate the six (6) feet of physical distancing requirement except to prevent imminent bodily or physical harm from occurring.
- 1.6.1.6 All teacher desks will have a plexiglass covering to cover the front and sides of the desk with a pass-through slot in front of the desk upon request.

## 1.7 Meetings and Gatherings

- 1.7.1 Upon mutual agreement between members and administration, small in-person meetings that follow social distancing and PPE guidelines may be held during the pandemic including, but not limited to 504s, IEPs, SSTs, professional development, committee meetings, district meetings, staff gatherings, and parent meetings. Staff may attend these meetings virtually.
- 1.7.2 Large meetings (such as staff meetings) shall be held virtually and shall be scheduled during a bargaining unit member's regular workday.

1.7.3 Large in-person gatherings (i.e. school assemblies) are prohibited following Sacramento CPHD guidelines.

## 1.8 Other Health and Safety Issues

### 1.8.1 Daily Sanitizing

1.8.1.1 District shall ensure that all classroom spaces, restrooms, common spaces, and workspaces are sanitized daily, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using products recommended by federal, state, and/or county health officials.

1.8.1.2 Certificated unit members may perform daily sanitizing that falls outside the scope of the normal duties of the certificated bargaining unit (for example, teachers may be asked to spray/mist sanitizer between class periods).

1.8.1.3 Drinking fountains shall be shut down or covered at all District school sites. Drinking fountains may remain functioning to be used to fill water bottles only but may not be used to drink from directly. Universal signage shall be posted in this situation. Classroom drinking fountains that cannot be shut off without shutting off hand washing faucets, will remain on but will have signage or covering to prevent use as a drinking fountain.

1.8.1.4 Paper gowns and disposable non-latex gloves will be made available for use in bathrooms where student toileting occurs.

1.8.1.5 Upon request of the Association, the District shall provide copies of all Safety Data Sheets (“SDSs”) required to be maintained by Cal-OSHA.

### 1.8.2 Sanitizing of Classroom Spaces

1.8.2.1 Deep cleaning of classroom spaces and staff workspaces shall be completed on non-holiday Mondays.

### 1.8.3 Air Ventilation and Filtration

1.8.3.1 The Parties agree to support the safety of FCEA unit members and other District staff by reducing the airborne concentration of the virus and thus the risk of transmission and infection of COVID-19 through the air.

1.8.3.2 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 opening outdoor air dampers to the maximum extent possible as indoor and outdoor conditions safely permit and to not sacrifice comfort.

- 1.8.3.3 HVAC systems shall be equipped with MERV13 filters and changed at the recommended intervals.
- 1.8.3.4 Members shall not be required to work in classroom spaces, portable classrooms, or any work areas without HVAC systems and MERV13 filters.
  - 1.8.3.4.1 If working in a location as described in 1.8.3.4, all locations with functioning windows shall be encouraged to keep them open depending on weather, temperature, or air quality conditions.
- 1.8.3.5 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.
- 1.8.3.6 If an individual tests positive for COVID-19, the District will replace the HVAC filters in the associated classrooms at the school site.
- 1.8.3.7 FCUSD will provide a list of classrooms that have HVAC updates that will include a checklist of the scope of work completed (units cleaned and disinfected, MERV13 filters installed, air dampers opened to provide additional fresh air) and the checklist/log will be signed by both the HVAC Technician and the site head custodian. A checklist will be posted by heating/cooling control.
- 1.8.3.8 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.

## 1.9 Compliance with Safety Orders

- 1.9.1 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.
- 1.9.2 Parents and unit members will participate in passive screening or fill out daily passive screening app before unit members and students enter school.
- 1.9.3 Bargaining unit members may provide their own PPE or touchless thermometer at personal expense. Unit members shall be notified by the end of the school day the total number of students are sent home. Temperature will not be used as a single measure to remove students from the learning environment. Any student who tests 100.4 or higher should be referred to the school nurse or administrator.

## 1.10 Accommodation

1.10.1 The Parties acknowledge that the interactive accommodation process under ADA is available for bargaining unit members with a qualifying disability. Prior to engaging in the interactive process, bargaining unit members who are concerned with returning to in-person instruction have the opportunity to engage with their supervisor to discuss any workplace accommodations that are available at the site level.

1.10.2 In addition to 1.10.1 accommodation process, the District agrees to continue to negotiate other impacts of secondary needs specific to secondary schools.

1.11 Duration

1.11.1 The Grievance Procedures outlined in the CBA remains in full force and effect during the duration of this MOU.

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

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

*Donald Ogden*

*Debra Krikourian*

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District Representative

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FCEA Representative

11/6/20

11/06/20

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Date

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Date

**Attachments:**

- A 11 4 20 Guidelines for Assessments Cohorts Hybrid
- B FCUSD COVID-19 Written Worksite Specific Plan
- C COVID-19 Illness & Quarantine Guidelines
- D FCUSD COVID-19 Family Agreement
- E FCUSD Symptom Decision Tree
- F SCPH COVID-19 Reopening Guidelines
- G Site Sanitation Planning Checklist
- H COVID-19 and Illness Letter- English
- I Wearing Face Shields & Cleaning