

MEMORANDUM OF UNDERSTANDING
between the
FOLSOM CORDOVA EDUCATION ASSOCIATION
and
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
In-Person Hybrid Instruction and Virtual Academy

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. The purpose of this MOU is to bargain the impact and effect of the District's decision to return to in-person instruction for elementary students in Hybrid and Virtual Academy models as set forth in Article 1.

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 – DEFINITIONS

- 1.1 *Hybrid Learning* – Students learn through distance learning and in-person instruction.
- 1.2 *Special Education Groups* – When possible, students receiving special services will receive those services virtually.
- 1.3 *Common Equipment* – Any school equipment or structure designed to be used or shared by more than one individual. This includes, but is not limited to, technology, books, computers, recess/playground equipment, physical education equipment, manipulative materials, pens, pencils, etc.
- 1.4 *Common Space* – Any indoor or outdoor space at a school site designed or commonly used by more than one group of individuals. This includes, but is not limited to school offices, nurse stations, playgrounds, blacktops, quads or outdoor gathering spaces, hallways, bathrooms, etc.
- 1.5 *Physical Distancing* – Also known as social distancing to help decrease the spread of

the virus by increasing the space between people to a minimum of six (6) feet and reducing the number of different people with whom a person interacts. Note: *15 cumulative minutes of exposure at a distance of 6 feet or less can be used as an operational definition for contact investigation.*

- 1.6 *Virtual Academy* – Using technology to allow students and/or teachers to attend/work remotely.

ARTICLE 2 – HYBRID & VIRTUAL ACADEMY MODELS

- 2.1 Beginning November 12, 2020, instruction will begin for students in the Elementary Hybrid and Virtual Academy models.
- 2.2 Families will opt into either the Hybrid Model or the Virtual Academy for a minimum of a full trimester. When possible, classes shall be composed of students from the teacher's current class list or caseload.
- 2.3 On-campus student population will be approximately 50% of the school population on any given in person track.
- 2.4 Daily maximums of students on campus and in individual classrooms shall not exceed CDPH guidelines and must allow for maintaining 6 feet social distancing between staff and students in classrooms and on campus. The District acknowledges some classrooms may require smaller groups of students. If CDPH guidelines change, the District shall adjust classroom numbers to meet the guidelines and teachers will be notified in writing within 24 hours.
- 2.5 TK-5 Hybrid Model – In the TK-5 school setting, students will be placed into two (2) distinct groups per class, an AM and a PM track.
- 2.5.1 Students will be assigned asynchronous work during off-track instructional time.
- 2.5.2 Unit members will follow the attached daily schedule which will include a thirty (30) minute duty-free lunch and 30 minutes of prep Tuesday - Friday at mid-day. Unit members will be responsible for walking AM students out for parent pick-up. FCUSD will add 10 minutes after the bell before unit member's lunch to facilitate walking students to parent/guardian/bus. Non-certificated personnel will provide supervision of students waiting for parent pick-up when teachers drop off students. PM students will line-up in the assigned area for pick up at the beginning the PM session.

- 2.5.3 Mondays shall be reserved for Common Planning Time (CPT). Staff will be provided CPT for the balance of the school day after providing a synchronous morning meeting with students up to 20 minutes as agreed to by site. The length of CPT day shall not exceed the number of minutes in the contract work day. The parties agree that a total of 75 minutes each Monday will be reserved for PLCs and staff meetings. PLC weekly topics/agendas shall be scheduled in advance and at a time mutually agreed upon by administration, site leadership, and staff.
- 2.5.4 Hybrid Schedule Attached Addendum A.
- 2.6 TK-5 Virtual Academy Model – 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.
- 2.6.1 Virtual Academy classes may include but are not limited to the following:
- 2.6.1.1 Daily live interaction, instruction, and check-ins between teachers and pupils using a computer or communications technology.
 - 2.6.1.2 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.
 - 2.6.1.3 The camera is an instructional tool like any other and each individual unit member will decide if, when, and how it will be used to help move instruction and student learning and services forward.
- 2.6.2 During assigned class periods/times, unit members will be available to or engaged with students in real-time. Virtual Academy Schedule attached Addendum B.
- 2.6.3 Unit members may work remotely or from a classroom/office during regular school hours as the unit member deems necessary.
- 2.6.4 Unit members will have Jabber active during the school day if possible.

- 2.7 TK-5 Combination Hybrid and Virtual Academy Model – Upon mutual agreement with the site administrator, a teacher may have an in-person track and a distance learning track. Unit members may deliver distance learning instruction from their classroom or a remote location.
- 2.8 PE and Music Specialist Teachers will continue to provide instruction through distance learning.
- 2.9 When practicable, in lieu of moving students between classes in Multi-Tiered Systems of Support (MTSS), intervention may be performed through distance learning.
- 2.10 Intervention teachers will continue to offer intervention to students during asynchronous time through distance learning.
- 2.11 Charter school schedule and work day attached as Addendum C.

ARTICLE 3 – WORK DAY

- 3.1 November 6 will be an asynchronous day after a one-hour synchronous meeting with students so teachers may finish grading and complete report cards.
- 3.2 November 9 and 10 will be asynchronous days for students while Elementary Hybrid and Virtual Academy unit members prepare their rooms for instruction. No meetings will be required for unit members. Staff will provide a synchronous morning meeting with students for 20 minutes as agreed to by site.
- 3.3 All Google Classroom and SeeSaw new classes will be created with students enrolled by November 12. Teachers retain access to students who are dropped from their classes. They are able to access records for these students in the "dropped" folder in the gradebook. There is no time limit. Teachers will continue to have access to the students in the dropped section
- 3.3 Article 3 of this MOU does not apply to charter school bargaining unit members.

ARTICLE 4 – SPECIAL EDUCATION

- 4.1 Special education teachers and service providers will have an AM/PM schedule to match general education and shall receive Mondays as equivalent time received by general education classroom teachers at the same school site and level. This will allow for

students to be included in the general education classroom during any part of the instructional day.

- 4.1.1 Special Education Prep time will follow section 2.5.4 above.
- 4.2 Related service providers and resource specialists will serve students primarily through distance learning and may use in-person instruction when prudent.
- 4.3 When practicable, class sizes, the number of school sites, and caseloads will be considered when balancing caseloads, with equity in caseloads being a consideration when assigning students to live and virtual classes.
- 4.4 IEPs shall be held during the regular workday. On rare occasion that additional time beyond the workday is necessary to complete an IEP meeting, the administrator or his/her designee in attendance at the IEP shall determine whether to schedule an additional IEP date to be held during the workday, or to continue the IEP meeting beyond the work day. Bargaining unit members shall be compensated at their hourly \$45 rate for such additional time beyond the work day.
 - 4.4.1 IEP meetings will be held virtually; unit members may perform duties virtually for IEPs, such as consultation and collaboration, preparation, file reviews, etc.
- 4.5 Substitutes
 - 4.5.1 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.
 - 4.5.2 When calculating differential pay for bargaining unit members, the district will use the Traditional School Year Folsom Teacher substitute rates.

ARTICLE 5 - LEAVES

- 5.1 Use of Leaves. The parties agree that unit members who are unable to meet the expectations included in this MOU regarding the in-person hybrid instructional model, service work, and availability during contract hours shall use any sick leave or personal necessity leave entitlement (including FFCRA emergency paid sick leave and expanded family & medical leave) that they may be eligible for consistent with law and the parties' collective bargaining agreement.

- 5.2 The parties agree that all collectively bargained leave provisions will remain in full effect for the duration of the pandemic. Eligible unit members will also be entitled to any new COVID-19 federal and/or State leave benefits.
- 5.3 Federal Families First Coronavirus Response Act (FFCRA). The Parties acknowledge that subject to subsequent legislation, the Federal Families First Coronavirus Response Act (FFCRA) includes several qualifying reasons for leave. Check with Human Resources Leave Technicians for more information and to apply.
- 5.4 Under the FFCRA, the federal Department of Labor has stated that certain employees qualify for paid sick time if the employee is unable to work (or unable to work remotely) due to a need for leave because the employee:
- 5.4.1 Is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
 - 5.4.2 Has been advised by a health care provider to self-quarantine related to COVID-19;
 - 5.4.3 Is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
 - 5.4.4 Is caring for an individual subject to an order described in (5.4.1) or self-quarantine as described in (5.4.2) above;
 - 5.4.5 Is caring for a child whose school or place of care is closed (or childcare provider is unavailable) for reasons related to COVID-19; or
 - 5.4.6 Is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.
 - 5.4.7 FFCRA qualifying reasons included in sections (5.4.1) through and including (5.4.6) above do not include general Shelter in Place or Shelter at Home State and County orders that exempt essential service workers including K-12 employees from such orders. For example, a Shelter at Home order alone is not sufficient for eligibility for FFCRA leave. However, an individual FCEA unit member who is placed on quarantine or specifically ordered to self-isolate because of their personal COVID-19 diagnosis, exposure, or medical vulnerability may qualify for FFCRA leave with medical verification.

- 5.4.8 *Note 2: For sections 5.4.1 and 5.4.2 above, the parties agree that a physician's or county public official's documentation is required.
- 5.5 Positive Test and Tracing. If a District employee, who has worked in-person on a District site tests positive for COVID-19, as certified in writing by a licensed health care provider or by a public health official, and if such diagnosis is shared with the District, the District will notify any District employee who may have been exposed or in close contact with that person. The District will also immediately notify FCEA should such an event occur. The District shall not share the name of the District employee who tested positive for COVID-19
- 5.6 The Parties agree to refer to the then applicable COVID-19 District Safety and Mitigation Guidelines. In addition, the District will comply with State and County Public Health orders.
- 5.7 Coordination of Leave with FFCRA. If eligible for FFCRA leave, bargaining unit members may choose to supplement the two-thirds (2/3)/ up to \$200 pay provisions included in FFCRA with their own sick leave in order to make their pay whole.
- 5.8 Interactive Process. The Parties agree that the option for unit members to work remotely under the full distance learning model will not be available during the In Person hybrid Instructional Model and during the Full In-Person Instructional Model. Depending on the availability of remote work assignments and medical restriction documentation provided by a unit member during an interactive process with the District, the Parties agree that unit member assignments and/or transfers to remote work positions for unit members may be considered to provide reasonable accommodations to unit members with healthcare restrictions. The District will consider placing a certificated substitute in the classroom as a reasonable accommodation while the teacher of record works remotely. The unit member (teacher of record) will be present online during contractual hours and coordinate instruction as appropriate with the certificated substitute. Any transfers under the interactive process shall be temporary and unit members shall be able to return to their original assignment.
- 5.9 Although unit members who serve as caregivers for individuals with underlying conditions or who are impacted by COVID-19 do not fall within the interactive process, the District will consider accommodations for such employees upon request, on a case by case basis. If the request for accommodation is denied, the District will consult with FCEA.

- 5.10 Additional COVID-Related Leave. The Parties agree that unit members shall comply with all of the safety mitigation orders from State and County Public Health regarding COVID-19. The Parties agree that unit members shall be provided with up to 10 days of additional leave consistent with the criteria 5.4.1, 5.4.2, 5.4.3. Eligibility for this leave will be based on the following and granted at the discretion of the Human Resources division:
- 5.10.1. Unit member cooperates with and complies with contact tracing; and
 - 5.10.2. Unit member agrees to get tested for COVID-19 at no cost to the unit member either through medical insurance or County Public Health and provides evidence of testing; and
 - 5.10.3 Unit member will exhaust leave provided by the FFCRA. This Additional COVID Related Leave can be accessed prior to use of sick leave.
- 5.9 Childcare: The Parties agree that, for the 2020-2021 school year or until all students can return to everyday instruction, the District will work with FCUSD childcare programs to prioritize District employees' children for childcare openings. The parties agree that this arrangement may result in the District waiving fees and charges required of these providers to provide childcare for District employees.
- 5.10 Should an elementary unit member be required to quarantine but able to work remotely, his/her whole class(es) will go to distance learning for the duration of the unit member's quarantine.
- 5.11 For a temporary period of time, enrollment in the catastrophic leave bank will be available. Unit members may participate in the catastrophic leave bank (CBA Article 9.4) by submitting a request to Human Resources (HR@fcusd.org" HR@fcusd.org) prior to 12:00 noon on Monday November 16.
- 5.12 For the 2020-2021 school year leaves related to COVID-19 must be used in the following order (not including Workers' Compensation if the employee is found to be eligible):
- 5.12.1 FFCRA Leave (if eligible or available)
 - 5.12.2 FCUSD provided COVID-19 leave (Section 5.8)
 - 5.12.3 Exhaust the member's year allotment of sick leave
 - 5.12.4 Individual employee sick leave bank
 - 5.12.5 Catastrophic leave (See CBA)
 - 5.12.5 Differential pay leave if eligible (See CBA)

ARTICLE 6 GENERAL

- 6.1 All provisions of this MOU are subject to the negotiated grievance procedure in the CBA.
- 6.2 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.
- 6.3 This MOU shall remain in full force and effect when the District is in either Virtual Academy, Hybrid In-Person Instruction, or a combination.
- 6.3.1 Because grade levels may transition into or from in-person hybrid instruction on different dates, this MOU will phase out by grade levels.
- 6.3.2 The Parties may mutually agree to extend or modify the provisions of this MOU in writing.

Debra Krikourian
Association Representative
Folsom Cordova Education Association

Donald Ogden
District Representative
Folsom Cordova Unified School District

11/06/2020
/Date:

11/6/2020
Date:

FCEA Ratification Date:

Board Ratification Date:

V1 10 21 20 Hybrid MOU
V2 10 21 20 FCEA Counter
V3 10 23 20 FCEA Counter
V4 10 28 20 FCEA Counter
V5 10 30 20 FDUSD Offer
V6 10 30 2020 FCUSD Offer
V7 11 1 2020 FCEA Counter
V8 11 4 20 TA

Addendum A

Elementary Hybrid Schedule

	Monday	Tuesday	Wednesday	Thursday	Friday
AM Session	Distance Learning	8:25 - 11:00	8:25 - 11:00	8:25 - 11:00	8:25 - 11:00
PM Session	Distance Learning	12:00 - 2:37	12:00 - 2:37	12:00 - 2:37	12:00 - 2:37
*Special Ed	Distance Learning	Self-Contained and Learning Support follows Gen. Ed.			

Addendum B

Elementary Virtual Academy Schedule

TK-K

	Monday	Tuesday	Wednesday	Thursday	Friday
	Common Planning Time (CPT)	8:25 - 1:10	8:25 - 1:10	8:25 - 1:10	8:25 - 1:10

Instructional minutes are achieved through a combination of developmentally appropriate Synchronous and Asynchronous learning. This schedule includes a 30 minute duty free lunch.

1st-3rd

	Monday	Tuesday	Wednesday	Thursday	Friday
	Common Planning Time (CPT)	8:25 - 2:37	8:25 - 2:37	8:25 - 2:37	8:25 - 2:37

Instructional minutes are achieved through a combination of developmentally appropriate Synchronous and Asynchronous learning. This schedule includes a 30 minute duty free lunch.

4th-5th

	Monday	Tuesday	Wednesday	Thursday	Friday
	Common Planning Time (CPT)	8:25 - 2:37	8:25 - 2:37	8:25 - 2:37	8:25 - 2:37

Instructional minutes are achieved through a combination of developmentally appropriate Synchronous and Asynchronous learning. This schedule includes a 30 minute duty free lunch.

V1 10 21 20 Hybrid MOU
V2 10 21 20 FCEA Counter
V3 10 23 20 FCEA Counter
V4 10 28 20 FCEA Counter
V5 10 30 20 FDUSD Offer
V6 10 30 2020 FCUSD Offer
V7 11 1 2020 FCEA Counter
V8 11 4 20 TA

Addendum C

Folsom Cordova Community Charter Schedule

Teachers create individualized schedules for family meetings based on student needs. Work hours are 8:00 – 3:00. Upon mutual agreement with administration, unit members may flex this schedule to accommodate parent needs.