

MEMORANDUM OF UNDERSTANDING  
between the  
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT  
and  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS AMERICAN RIVER CHAPTER #528 (“CSEA”)

**Mandated Assessments of Students**  
10/8/2020

This Memorandum of Understanding shall be in effect upon ratification and shall expire December 31, 2020 unless extended by mutual agreement.

The parties have met, negotiated, and agreed to the following:

When legally mandated assessments of students can be done remotely, they shall be done remotely. If legally mandated student assessments must be conducted in-person by CSEA unit members, the Parties agree to comply with the “Guidelines for Essential In-Person Assessments,” as these Guidelines may be revised consistent with State and County local health orders and guidance. The Parties agree to meet and confer if the above Guidelines are revised.

In the event that a unit member is unable to perform in-person assessment(s), the site/district administration with all of the unit members involved shall conduct an analysis of site, regional, and/or job-alike unit member supports. Depending on the results of that analysis, the following options or a combination thereof may be considered:

- Redistribute assessments and/or caseload assignments in order to meet the needs of students.
- Unit members will be offered the hourly rate in order to conduct assessments in person. These assessments may take place after contract hours, and if this additional work takes place during contract hours, it will not interfere with direct service delivery.
- Overtime will be compensated at the appropriate rate.
- Other qualified unit members may perform assessments.
- An assessment team which may include new hires and/or retirees can assist with the facilitation of assessments.
- Assessments will be held at designated assessment sites. Staff may return to the sites of student residence after October 19<sup>th</sup> or when we open cohorts for in-person instruction or Stage 3, whichever comes first.
- Options identified by the District and CSEA.

Option 1- Willing existing staff members have the opportunity to determine whether they feel safe to provide in-person assessments. Those willing will work together at assigned school sites to provide assessments for individuals.

Option 2- If there are no willing existing staff, members assigned to a site. FCUSD personnel not assigned to that site would first be asked if they are willing and able to conduct assessments. The assessments would be completed after hours with compensation at hourly rate.

Option 3- If no FCUSD personnel are available, the district may seek outside contractors for services (This agreement is a one-time agreement to navigate the pandemic and is non-precedent setting.)

Once a plan for coverage of assessments has been developed, it shall be submitted to the Assistant Superintendent, Human Resources and to CSEA President for review. The District and CSEA will continue to meet and confer to monitor the coverage of assessments.

This is a one-time non-precedent setting agreement and shall fully and finally resolve all bargaining related to the impacts and effects of this change.

**Rob Thomas**

Rob Thomas, for CSEA, Chapter 528

10/8/2020

Date

*Donald Ogden*

Donald Ogden, for Folsom Cordova Unified School District

10/8/2020

Date