

MEMORANDUM OF UNDERSTANDING
between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS AMERICAN RIVER CHAPTER #528
(Hybrid In-Person Instruction)

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

The District understands and is empathetic of the uncertainty and concern staff are all experiencing. Beyond the District's safety precautions and commitment to provide adequate and appropriate PPE, the district is willing and desires to provide accommodations and work flexibility to unit members to the greatest extent possible, including remote work and accommodations consistent with the district's operational needs.

FCUSD and CSEA 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.

Beginning November 12, 2020, instruction will begin for students in the Elementary Hybrid and Virtual Academy models and January 4, 2021 for Secondary Hybrid and Virtual Academy Models

Schools: In alignment with CDPH requirements, schools (all grade levels) that have reopened for in-person instruction, either under a waiver or while Sacramento County was in Red Tier 2 (9/29 – 11/10), are permitted to continue to conduct in-person instruction. Schools that have not reopened must wait until they are eligible again, either by waiver (grades TK-6 only) or when Sacramento County returns to Red Tier 2 for at least two weeks.

If a school was implementing a phased re-opening (e.g., only opened grades K-2 for in-person instruction with set plans to phase in grades 3-6) while Sacramento County was in Red Tier 2, the school site may continue their phased re-opening. This is only applicable to individual school sites. If a district has a phased reopening of their schools, the schools in that district that did not open for in person instruction may not reopen until Sacramento County has returned to Red Tier 2 for two weeks. Schools conducting in-person instruction must maintain mitigation measures, including social distancing, face coverings, and sanitization, in compliance with schools guidance from CDPH and Sacramento County Public Health.

1. Compensation:

1.1 The Parties acknowledge that negotiations for the 2019-2020 school year did not include a compensation enhancement due to the uncertainty of the State budget and the global pandemic. The Parties also acknowledge that due to the pandemic, extraordinary work conditions have ensued, as such unit members have adapted, established and delivered new instructional modalities and will be participating in additional practices for the 2020-2021 school year.

1.2 As such, the District will make a one-time, one percent (1%) off of the salary schedule payment to unit members, based upon the unit member's actual 2020-2021 base salary up to 1.0 FTE. In

order to be eligible for this one-time payment, unit members must be in paid status and in position control as of November 1, 2020 and shall not apply to unit members who are in unpaid status. The one (1%) base pay includes the following: Regular position up to 1.0 FTE, Annual Leave for less than twelve (12) month employees, Shift Differential, Hygiene Stipend, and Longevity. Specifically excluded from base pay includes: Overtime, extra time, substitute time and stipends. The Parties agree that payment will be paid no later than March 10, 2021.

2. Use of Leaves:

- 2.1 The parties agree that Unit members who are unable and/or unavailable during contractual hours to work 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.
- 2.2 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.
- 2.3 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. Please see the attached FFCRA posting and check with Human Resources Leave Technicians for more information and to apply.
- 2.4 Under the FFCRA, the federal Department of Labor has stated that certain employees qualify for paid sick time, at different levels of pay depending on the reasons for the COVID-19 leave, if the employee is unable to work (or unable to work remotely, if applicable) due to a medical diagnosis for the need for COVID-19 leave and:
 - 2.5 Is subject to a Federal, State, or local quarantine or isolation order related to COVID-19.
 - 2.5.1 has been advised by a health care provider to self-quarantine related to COVID-19.
 - 2.5.2 is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
 - 2.5.3 is caring for an individual subject to an order described in (2.5.1) or self-quarantine as described in (2.5.2) above;
 - 2.5.4 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
 - 2.5.5 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.
 - 2.5.6 Note: The FFCRA qualifying reasons included in sections (2.5.1) through and including (2.5.4) 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.
 - 2.5.7 Note: For sections (2.5.1) and (2.5.3) above, the parties agree that a physician's or county public official's documentation is required.
- 2.6 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 CSEA should such an event occur. The District shall not share the name of the District employee who tested positive for COVID-19

- 2.7 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.
- 2.8 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. Any transfers under the interactive process shall be temporary and unit members shall be able to return to their original assignment.
- 2.9 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 CSEA.
- 2.10 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. Unit members shall be provided with up to 10 days of additional leave consistent with the criteria 2.5.1 and 2.5.2 listed above, referencing the Federal Families First Coronavirus Response Act (FFCRA). Eligibility for this leave will be based on the following and granted at the discretion of the Human Resources division:
 - 2.10.1 Unit member cooperates with and complies with contact tracing; and
 - 2.10.2 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
 - 2.10.3 Unit member will exhaust leave provided by the FFCRA. This Additional COVID Related Leave can be accessed prior to use of sick leave.
- 2.11 Childcare: The Parties agree that, for the 2020-2021 school year or until all students can return to the traditional schedule and everyday instruction, the District will work with FCUSD childcare programs to prioritize District employees' children for childcare openings. The parties agree that this arrangement shall result in the District waiving fees and charges required of these providers to provide childcare for District employees when the following conditions are met; the child is a student in an FCUSD school and the child is age appropriate for the program.
- 2.12 Should an elementary unit member be quarantined but able to work remotely, his/her whole class(es) will go to distance learning for the duration of the unit member's quarantine.
- 2.13 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 12.5) by submitting a request to Human Resources (HR@fcusd.org) prior to 12:00 noon on January 8th.
- 2.14 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):
 - 2.14.1 FFCRA Leave (if eligible or available)
 - 2.14.2 FCUSD provided COVID-19 leave (Section 12.5.2.9)
 - 2.14.3 Exhaust the member's year allotment of sick leave
 - 2.14.4 Individual employee sick leave bank
 - 2.14.5 Catastrophic leave (See CBA)

2.14.6 Differential pay leave if eligible (See CBA)

3. Health and Safety

3.1 Adherence to Health Guidelines and Orders

- 3.1.1 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 (attached) shall be followed.
- 3.1.2 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.
- 3.1.3 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 3, after the date of execution of this MOU.

3.2 Related Service Providers

3.2.2 OT/PT/AT

- 3.2.2.1 Services that can be effectively performed remotely should continue to be performed remotely.
- 3.2.2.2 If following social distancing guidelines is not possible when providing services, services shall be provided remotely or providers may provide services in person utilizing appropriate PPE.
- 3.2.2.3 Unit members shall be advised to serve no more than 2 groups daily when following social distancing guidelines is not possible.
- 3.2.3 IAs/BIAs/MHS/BS/SSW
 - 3.2.3.1 When a student is on campus, services will typically be provided in person following social distancing guidelines and using appropriate PPE.
 - 3.2.3.2 Shall serve no more than 2 groups daily when following social distancing guidelines is not possible.

3.3 Personal Protective Equipment

- 3.3.1 District shall provide PPE (masks, protective shields, hand sanitizer) to all unit members and students, grades PK-12, for every day that unit members or students are required to report to school sites, upon request. In addition, the District will also provide paper gowns for unit members upon request.
- 3.3.2 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.
- 3.3.3 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.
- 3.3.4 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.

3.4 Face Coverings

- 3.4.1 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.
- 3.4.2 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.

- 3.4.3 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.
 - 3.4.4 Students 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.
 - 3.4.5 For unit members and students who cannot wear a mask according to Section C. 1. 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.
 - 3.4.6 The Parties acknowledge that the interactive accommodation process may be required to make work safe for employees with health conditions that heighten the risk of severe outcomes with COVID-19.
 - 3.4.7 KN95 face coverings (up to 2 per week) will be readily available at the employee's worksite to any classified employee upon request.
 - 3.4.8 Unit members in contact with students who get sick at the school site with possible 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.
- 3.5 Hand Washing/Sanitizers
- 3.5.1 The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19.
 - 3.5.2 All individuals shall be required to wash their hands or use medically effective hand sanitizer when hand washing is not practicable upon entering district sites and every time a classroom is entered. CDC guidelines are for 60% or greater alcohol based hand sanitizer.
 - 3.5.3 District shall comply with the following hand washing/sanitizing requirements:
 - 3.5.3.1 Every room with a sink shall be stocked with soap, pump/spray sanitizer, and paper towels.
 - 3.5.3.2 Portable hand washing/sanitizing stations shall be provided at an ingress and egress point on a school site as well as at locations identified by the WWSP team.
 - 3.5.3.3 Every classroom shall be provided hand sanitizer.
 - 3.5.3.4 Non-classroom workspaces and common spaces shall be provided hand sanitizer.
 - 3.5.3.5 Hand sanitizer shall be provided at a designated ingress and egress point on a school site.
 - 3.5.3.6 All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked daily or as needed.
- 3.6 Non-Latex Gloves
- 3.6.1 Hand hygiene is recommended over the use of gloves, except for toileting needs and medical procedures, food service, or use of certain chemicals (janitorial).
 - 3.6.2 After direct contact, dispose of gloves properly and wash hands/use hand sanitizer.
 - 3.6.3 Gloves must be used for cleaning.
 - 3.6.4 Staff will be provided an instructional video on the proper use of gloves.

3.7 Physical Distancing and Plexiglass

- 3.7.1 Plexiglass shall be installed in administration/ school offices, work counters, and common spaces where physical distancing is difficult to maintain.
- 3.7.2 District staff shall ensure minimum physical distancing of six (6) feet between all student workspaces when practicable.
- 3.7.3 District staff shall calculate the maximum capacity of all workspaces while maintaining physical distance requirements.
- 3.7.4 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.
- 3.7.5 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.

3.8 Meetings and Gatherings

- 3.8.1 Upon mutual agreement by 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 remote in to attend these meetings.
- 3.8.2 Large meetings (such as staff meetings) shall be held virtually and shall be scheduled during a bargaining unit member's regular workday.
- 3.8.3 Large in-person gatherings (i.e. school assemblies) are prohibited following SCPHD guidelines.

3.9 Other Health and Safety Issues

3.9.1 Daily Sanitizing

- 3.9.1.1 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.
- 3.9.1.2 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).
- 3.9.1.3 Drinking fountains shall be shut down or covered at all District school sites or drinking fountains may remain functioning to be used to fill water bottles only but may not be used to drink from directly. Universal signage must 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 drinking fountain.
- 3.9.1.4 Restrooms will be sanitized daily. Each restroom will be equipped with a working fan and a sign stating to leave fans on during the day. If any restroom is not equipped with a working fan, restroom doors shall be propped open during the school day.
- 3.9.1.5 Paper gowns and disposable non-latex gloves will be made available for use in bathrooms where toileting occurs.

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

3.9.3 Sanitizing of Classroom Spaces

- 3.9.3.1 Sanitizing of classroom spaces and staff workspaces shall be completed on non-holiday Mondays.

3.9.4 Air Ventilation and Filtration

- 3.9.4.1 The Parties agree to support the safety of CSEA 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.

- 3.9.4.2 The District shall ensure all HVAC systems operate on the mode which delivers the most fresh air changes per hour as indoor and outdoor conditions safely permit and to not sacrifice comfort.
- 3.9.4.3 HVAC systems shall be equipped with MERV13 filters and changed at the recommended intervals.
- 3.9.4.4 Members shall not be required to work in classroom spaces, portable classrooms, or any work areas without HVAC systems and MERV13 filters.
- 3.9.4.5 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.
- 3.9.4.6 If an individual tests positive for COVID-19, the District will replace the HVAC filters in the associated classrooms at the school site.
- 3.9.4.7 FCUSD will provide a list of classrooms that have HVAC updates completed 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 with the intention of making staff aware of the status of the HVAC system.
- 3.9.4.8 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.

3.10 Compliance with Safety Orders

- 3.10.1 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.
- 3.10.2 The Parties agree that to support the safety of CSEA unit members and other District staff, who may work in person on school and District sites while delivering distance learning or services, the District staff shall provide sanitation of schools and District work sites, including staff restrooms, classrooms, and offices.
- 3.10.3 Parents and unit members will participate in passive screening or fill out daily passive screening app before unit members and students enter school.

4. General

- 4.1 Transportation: Fringe Benefits (10.10): Due to the effects of COVID-19, extra assignments for transportation employees are not currently possible. For part-time transportation employees hired prior to November 2019, the District will use the November 2019 calculation for average daily hours to establish the pro-rata amount for benefits.
- 4.2 Layoffs: The District will not layoff unit members with an effective date prior to June 30, 2021.
- 4.3 The following options or a combination thereof may be considered:
 - 4.3.1 Redistribute assignments in order to meet the needs of students.
 - 4.3.2 Unit Member works remotely with students who are only able to "Distance Learning".

4.4 Unit members may be asked, at the discretion of their Supervisor, to perform duties not currently contained within their current job description (See Exhibit A). When a unit member is assigned to duties outside of his/her current classification:

4.4.1 The unit member will be paid per Section 9.2.

4.4.2 The District agrees to provide training to the unit member, as appropriate.

Duration: 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.

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

This MOU shall remain in full force and effect when the District is not in either Distance Learning or Traditional In-Person Instruction.

The Parties may mutually agree to extend or modify the provisions of this MOU in writing.

Rob Thomas

Rob Thomas, for CSEA, Chapter 528

11/18/2020

Date

Donald Ogden

Donald Ogden, for Folsom Cordova Unified School District

11/18/20

Date

Skyler Porras

Skyler Porras, CSEA Labor Representative

November 18, 2020

Date

Attached Exhibit A

FCUSD BOARD APPROVED: 11/19/2020