

**ADDENDUM TO 3/25/20 MEMORANDUM OF UNDERSTANDING
BETWEEN FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
AND FOLSOM CORDOVA EDUCATION ASSOCIATION**

School Closure re Coronavirus-19/COVID-19

(Grading, Special Education, Leaves, Attendance)

April 29, 2020

The Folsom Cordova Unified School District (“District”) and Folsom Cordova Education Association (“FCEA”) enter this Addendum to 3/25/20 Memorandum of Understanding (“MOU”) regarding the school closure related to COVID-19. This Addendum shall become effective once signed by both parties. The original MOU is attached and made a part of this document.

Going forward the District and FCEA agree to the following language additions or replacements:

1. No. 6 of the 3/25/20 MOU shall be replaced by the following language:
 - a. The intent of this Addendum is to ensure that grading policies align with CDE guidance (4-9-2020) and hold students harmless for their spring grades and the transition to distance learning.
 - b. Elementary Grades: TK-5 students will not receive grades on report cards. All report cards will reflect a move to distance learning. Teachers will continue to provide feedback and progress towards meeting guaranteed and viable standards to students and families; however, teachers will not be responsible for preparing final report cards.
 - c. Middle School: Grades 6-8 students will receive Pass or No Mark for each course. All report cards will reflect a move to distance learning. Teachers will assign Pass or No Mark based on students’ grades on or before the schools’ shutdown, March 13, 2020, and provide opportunities to improve the final grade. The Department of Curriculum & Instruction and the Equity Task Force will provide teachers with guidelines related to Passing as of March 13, 2020. Teachers will continue to provide feedback and progress towards meeting guaranteed and viable standards to students and families.
 - d. High School: For grades 9-12, all report cards will reflect a move to distance learning. Teachers will assign Credit/No Mark based on students’ grades as of the schools’ shutdown, March 13, 2020, with opportunities to improve the final grade. The Department of Curriculum & Instruction and the Equity Task Force will provide teachers with guidelines related to Passing as of March 13, 2020. Teachers will continue to provide feedback and progress towards meeting guaranteed and viable standards to students and families. At Vista Del Lago High School, students began their term on March 16, 2020, and report cards will be based on second semester consistent with this Addendum to MOU dated March 25, 2020.

- i) High School students will have the third quarter grades recorded on transcripts. Third quarter grades will not be reflected in GPA calculations.
- e. Final Report Cards at all grade levels will not include attendance, letter grades (except for d.i. above), citizenship grades, or teacher comments.
- f. The grading policies outlined herein will supersede FCUSD Board Policy 5121 through June 30, 2020, or at the conclusion of this coronavirus crisis.

2. No. 9 of the 3/25/20 MOU shall be replaced by the following language:

Special education alternative delivery options will comply with federal, state, and local health official's guidance related to social distancing, with the goal of keeping students, teachers, and service providers safe and healthy. For students with disabilities, district administration, program specialists, general education teachers, special education teachers, and related service providers will collaborate to find appropriate ways for students to receive meaningful access to learning opportunities. Case managers and related service providers (SLPs, APE, Psychologists, Counselors, Intervention Teachers, etc.) will continue to provide students with the opportunity to work on specific skill areas to maintain progress towards identified goals to the extent feasible.

For special education teachers, the parties agree that one day per week (determined in collaboration with supervisor) will be a non-student contact day. On non-student contact days, special education teachers may collaborate with other job-like peers and/or IEP team members and general education teachers, work on IEPs, and/or otherwise prepare for distance learning. To the extent possible, site administration and other site leaders will not schedule meetings that conflict with the selected days.

3. No. 13 of the 3/25/20 MOU shall be replaced by the following language:

Non-COVID 19 Related Leaves: The normal processes and procedures for requesting leave shall be followed if a unit member will not be available to render service during any day of this closure. Unit members who intend to be out on non-COVID19 related leave shall follow the normal procedures.

4. No. 14 of the 3/25/20 MOU shall be replaced by the following language:

Pursuant to the April 1, 2020 Framework for Labor-Management Collaboration, the parties agree to implement the following leave provisions.

- a. COVID 19 Related Leaves: No employee shall have accrued leave deducted for taking time needed to comply with a medical professional's recommendation, including to self-quarantine, secure one's own health, or secure the health of one's household. A supervisor may request written verification from a health professional. If an employee fails to provide the requested medical verification, the employee will use leave as set forth in No. 3. above.
- b. Employees with Dependent-Care Needs: Employees with dependent-care needs who are not able to report to work should not have accrued leave deducted unless their employer has offered no-cost childcare for the duration of work hours and the employee has declined.
- c. This means the District shall not deduct from accrued leave in the case of COVID 19 health-related absences. If an absence is not-COVID19 health-related, accrued leave may be deducted unless an employee has dependent-care needs. In that event, accrued leave may be deducted only after the employer has offered no-cost childcare and the employee has refused.

4. No. 17 shall be added to the 3/25/20 MOU as follows:

Bargaining unit members shall not be required to take attendance during the period of emergency school closures.

This Addendum shall expire on June 30, 2020 but may be extended by mutual written agreement. Furthermore, the District and/or FCEA reserve the right to negotiate any additional impacts related to COVID-19 and/or additional school closures in the 2019-20 or 2020-21 school years.

Donald Ogden
Folsom Cordova Unified School District

Debra Krikourian
Folsom Cordova Education Association

4/29/20
Date

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