MEMORANDUM OF UNDERSTANDING
BETWEEN FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
AND FOLSOM CORDOVA EDUCATION ASSOCIATION (FCEA)

School Closure Related to Coronavirus-19/COVID-19 (COVID-19)

March 25, 2020

The Folsom Cordova Unified School District (“District”) and Folsom Cordova Education Association (“Association”) enter this Memorandum of Understanding (“MOU”) regarding the school closure related to COVID-19.

The parties recognize there is a need to close schools (“emergency school closure”) and move to an alternative learning plan to allow for social distancing as recommended by public health officials in order to prevent the spread of illness arising from the coronavirus during the 2019-2020 school year.

PROPOSED TIMELINE

- **March 23 – 27:** Distance learning rollout. Teachers work with on-line training modules and become familiar with Schoology.

- **March 30 – April 3:** “Soft roll out.” Teachers and students take beginning steps working/interacting together through the on-line platform.

- **April 6 – 13:** Spring Break (non-instructional week)

- **April 14 – 17:** “Reacquaint with on-line learning platform” Teachers and students re-engage through the online learning platform. Teachers adjust as necessary.

- **April 20 Forward:** Pending shelter-in-place directives from the Governor and Sacramento County Health, continue with distance learning.

1. Unit members shall work remotely for the duration of the emergency school closure, including at least (2) school hours per day of virtual office hours. Unit members shall communicate their office hours to parents and students. The parties also agree that at times, employees will need to complete distance learning work using a flexible schedule. Unit members will consider students who will be traveling to and from school sites for meals when building their daily schedules.

2. Unit members shall check their emails at least once per day and respond to staff, parents and students accordingly, but generally within two workdays. Should parents or students need to communicate to a unit member who is working remotely, they will email the unit member, and the unit member shall email or conference with the parent/student. Unit members may choose to block their personal numbers.
3. Unit members working remotely shall perform professional duties equivalent to their assignment which was assigned prior to the COVID-19 school closures and shall not be required to perform tasks that are outside their regular professional job duties.

4. Unit members’ compensation and benefits shall not be reduced as a result of the emergency school closure. Unit members who coach or receive other stipends, shall be paid their full stipends in accordance with the collective bargaining agreement.

5. Unit members shall not be subject to any evaluation on any lesson planning, implementation, delivery, and/or student assessment associated with distance learning due to the unique circumstances surrounding this crisis.

6. Flexible learning activities shall be provided to students and may include enrichment, engagement, and review. The activities provided shall not require summative assessments or grading.

7. The District will make trainings available to assist teachers in becoming proficient in distance learning.

8. Unit members are not required to utilize personal consumable resources to provide materials to students. Unit members shall contact their immediate supervisor if they need assistance accessing materials in order to provide equitable access to curriculum. District shall notify unit members when printing is available through the district.

9. The parties agree to collaborate to address implementing guidance from the California Department of Education as well as the Federal Department of Education in order to provide equitable and appropriate education for our students with special needs. District administration shall provide guidance on the amendment process to support case managers. To the extent feasible, staff or IEP team members will participate in the IEP amendment team meetings. IEP services will be implemented as documented in IEP amendments. Staff will monitor progress, maintain service logs, and document communication with families.

10. The parties agree that current collectively bargained timelines for staff evaluations and related components shall be suspended for the remainder of the 2019/2020 school year.

   a. The parties agree that if administration has completed the required components of an evaluation prior to the closure of schools, they may complete the evaluation.
   b. The parties agree that any evaluations that are not able to be completed for the 2019/2020 school year will be carried over to the 2020/21 school year.
   c. All evaluations will be pushed back one year so that unit members who were schedule to be evaluate during the 2020/2021 school year will be evaluated during the 2021/22 school year.
11. Upon the State/County/District determination that schools are safe to re-open, the District shall make every effort to provide all unit members time to prepare for the return to the classroom with students. The District shall ensure that all school sites are adequately sanitized before unit members return.

12. Unit members shall not be required to make up adjunct duty or committee assignments missed as a result of the emergency school closure. Adjunct duty, district and/or site committees scheduled during the closure are canceled and will not be rescheduled.

13. 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 sick leave (medical verification required in some instances), personal necessity, etc. shall follow the normal procedures.

14. Previously approved leaves are not superseded by reasons associated with COVID-19. For example, if a unit member has requested and already been approved to take sick leave or a personal necessity day during the closure period, those leaves will still be implemented. Effective immediately, any unit member who is on leave, shall have the opportunity to "return to work" on a case by case basis as determined through the interactive process through Human Resources.

15. The Parties understand the coronavirus (COVID-19) pandemic situation is very fluid and mutually agree to review the provisions of the MOU, as necessary.

16. This MOU resolves the negotiable effects of school closures due to the coronavirus (COVID-19). The District and/or Association reserve the right to negotiate any additional impacts and/or additional school closures in the 2019-2020 school year.

This MOU shall expire on June 30, 2020, or at the conclusion of this coronavirus crisis, but may be extended by mutual written agreement.

Donald Ogden

District

03/25/2020

Fynn Carroll

Folsom Cordova Education Assn.

03/25/2020

Date

Date