

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

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 students receiving special education services (Cohort).

The Parties agree to follow health and safety guidelines as recommended by the California Department of Public Health (CDPH), Center for Disease Control (CDC), Sacramento County Public Health (SCPH), and included in the District's Guidelines (Guidelines), attached hereto as Addendum A.

ARTICLE 1 – DEFINITION OF SMALL GROUP COHORT

- 1.1 In the K-12 Schools setting, Cohorts are stable groups of students with no more than 16 individuals including the supervising adults, who are meeting for targeted support and intervention services, under the direction of the LEA, while the school is closed to in-person instruction and in addition to distance learning. All of the provisions in the California Department of Public Health Cohorting Guidance, issued August 24, 2020 and updated September 4, 2020, must be followed for such Cohorts to meet, whether they are operated by LEAs, non-profits, or other providers.

ARTICLE 2 – IN-PERSON INSTRUCTION FOR COHORTS

- 2.1 Beginning October 21, 2020, in-person instruction will begin for Cohorts. October 19-20 will be Asynchronous days for students while volunteer and facilitating unit members prepare their rooms for instruction. These unit members will be excused from the CPT meeting on October 19, 2020.
- 2.2 Bargaining unit members may volunteer to provide instruction to Cohorts either as an individual teacher or may facilitate a Cohort with staff support in a Cohort model. The instructional support focus will vary based upon the needs of students within a Cohort.
- 2.3 Where appropriate, the District may assign a unit member to engage in distance learning with students who will remain in "Distance Learning."

- 2.4 Related Service Providers and Resource Specialists who serve students from multiple cohorts may continue to serve students through distance learning. If there is a need to serve students 1:1 in-person, the Related Service Provider or Resource Specialist will be limited to serving one cohort daily, with no more than two cohorts in a week.
- 2.5 Bargaining unit members will have the option to opt out of providing support services as a Cohort at any time if circumstances change.
- 2.6 All materials (writing and measurement tools, paper, manipulatives, etc.) shall not be shared by students.

ARTICLE 3 – TIME PERIOD

- 3.1 The window for providing targeted support in a Cohort will open on October 21, 2020. The Site Administrator and Special Education Department will, after consultation with bargaining unit members, decide the number of hours and number of days in which the Cohort will take place.

ARTICLE 4 – IDENTIFICATION OF STUDENTS

- 4.1 The Cohort, absent consent by the teacher, shall be composed solely of students from the teacher's class list or caseload.

ARTICLE 5 – SCHEDULING AND SUPPORT

- 5.1 Bargaining unit members may conduct Cohorts during synchronous or asynchronous time or during extended day.
 - 5.1.1 The site administrator will, after consultation with bargaining unit members, determine whether support staff is needed to monitor and support distance or classroom learning. Support will be provided in a fair and equitable manner and based upon student needs.
- 5.2 Bargaining unit members will develop their own schedules. Cohort schedules and student lists will be shared with site administration prior to serving students on campus.

ARTICLE 6 – ENVIRONMENT

- 6.1 Cohorts will be held in a classroom setting with all safety precautions set out in the Distance Learning MOU dated September 2, 2020, and the Mandated In-Person Assessments MOU dated October 8, 2020.

- 6.2 Restrooms will be identified for each Cohort based on need and will be cleaned 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.

ARTICLE 7 – HEALTH & SAFETY

- 7.1 FCUSD safety procedures as set by the August 25, 2020, District Guidelines (Addendum A), Distance Learning MOU, and the Mandated In-Person Assessments MOU will be followed by all participating staff, students, and parents or guardians. The above stated Guidelines and MOUs for daily student and staff prescreening, face covering, and PPE usage, social distancing, and cleaning and sanitizing will be strictly adhered to.
- 7.2 District shall provide disposable non-latex gloves and paper gowns upon request. Paper gowns and gloves will be made available for use in bathrooms where toileting occurs.
- 7.3 When requested, portable plexiglass (sneeze guards) with pass-through slots shall be provided for any surface (desk, table, etc.).
- 7.4 District will provide students unable to wear a facemask with a face shield and drape.
- 7.5 District will provide all unit members with the proper face coverings needed for Cohorts. The following options will be made available to staff by request: a facemask with a clear mouth area, a face shield with a drape, or a surgical mask. Staff may provide their own PPE or touchless thermometer at personal expense.
- 7.6 District will provide cleaning solution with instructions on how to properly clean classroom items. Classrooms will be cleaned by the District (not certificated unit members) on a daily basis.
- 7.7 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. If parents provide a medical recommendation for a student not wearing a mask, the in-person instruction shall be provided using staff PPE.
- 7.8 When rapid testing is made available by the State or County, District will work collaboratively with FCEA to provide rapid tests.
- 7.9 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.

7.10 As stated in the Distance Learning MOU and the Mandated In-Person Assessment MOU all safety items will be in place before the return of students and staff to the classrooms.

ARTICLE 8 – GENERAL

- 8.1 All health and safety provisions of the Distance Learning MOU dated September 2, 2020 and the Mandated In-Person Assessment MOU, dated October 8, 2020, are incorporated herein and remain in full force and effect during the term of this MOU. If any provisions of these documents are in conflict with each other, the provision that provides the most health and safety protections for bargaining unit members shall prevail.
- 8.2 All provisions of this MOU are subject to the negotiated grievance procedure in the CBA.
- 8.3 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.
- 8.4 This MOU shall remain in full force and effect until the beginning of in-person instruction, hybrid or otherwise. Because grade levels will transition to in-person hybrid instruction on different dates, this MOU will phase out by grade levels. The Parties may mutually agree to extend or modify the provisions of this MOU in writing.

Debbie Krikourian

Association Representative
FOLSOM CORDOVA EDUCATION
ASSOCIATION

10/15/2020

Date

Donald Ogden

District Representative
FOLSOM CORDOVA UNIFIED
SCHOOL DISTRICT

10/15/2020

Date

Board Ratification Date _____

Signature: *Donald Ogden*
Donald Ogden (Oct 15, 2020 14:05 PDT)
Email: dogden@fcusd.org