

MEMORANDUM OF UNDERSTANDING
between the
FOLSOM CORDOVA EDUCATION ASSOCIATION
and
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
In-Person Hybrid Instruction (Secondary)

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 secondary students in Hybrid In-Person Instruction as set forth in Article 1.

Unless otherwise noted below, the provisions of this MOU shall supersede any conflicting provisions of the Collective Bargaining Agreement between the Parties for the duration of this MOU, or until modified by mutual agreement of the District and the Association. The Parties affirm the obligation to comply with all provisions of the Collective Bargaining Agreement (“CBA”) not in conflict with this MOU. Further, the Parties affirm that all provisions of the Educational Employment Relations Act (“EERA”) *California Government Codes 3540 et seq.* apply and remain in effect.

ARTICLE 1 – DEFINITIONS

- 1.1 *Hybrid Learning* – Students learn through distance learning and in-person instruction.
- 1.2 *Common Equipment* – Any school equipment or structure designed to be used or shared by more than one individual. This includes, but is not limited to, technology, books, computers, recess/playground equipment, physical education equipment, manipulative materials, pens, pencils, etc.
- 1.3 *Common Space* – Any indoor or outdoor space at a school site designed or commonly used by more than one group of individuals. This includes, but is not limited to school offices, nurse stations, playgrounds, blacktops, quads or outdoor gathering spaces, hallways, bathrooms, etc.

- 1.4 *Physical Distancing* – Also known as social distancing to help decrease the spread of the COVID-19 virus by increasing the space between people to a minimum of six (6) feet and reducing the number of different people with whom a person interacts. Note: *15 cumulative minutes of exposure at a distance of 6 feet or less can be used as an operational definition for contact investigation.*
- 1.5 *Distance Learning* – Using technology to allow students and/or teachers to attend/work remotely.

ARTICLE 2 – TIMELINE

- 2.1 FCUSD will open for in person instruction at the direction of the FCUSD School Board following CDPH guidance.
- 2.1.1 FCUSD will reopen at the earliest day possible for 6th grade hybrid instruction as permitted by current CDPH Guidance but no sooner than the end of the current grading period.
- 2.1.2 FCUSD will reopen at the earliest possible date for secondary (grades 7-12) hybrid instruction as permitted by current CDPH Guidance but no sooner than the end of the current grading period.
- 2.2 The beginning of the next grading period for secondary schools (grades 6-12) is set forth below in 2.2.1 and 2.2.2.
- 2.2.1 March 1: Sutter Middle School, Folsom Middle School, Walnutwood 7-8
- 2.2.2 March 15: Mills Middle School, Mitchell Middle School, Folsom Community Charter School, Vista del Lago High School, Folsom High School, Cordova High School, Walnutwood High School, Folsom Lake High School, Kinney High School, Prospect Community Day School
- 2.3 Students will be assigned to designated groups: A In-Person, B In-Person, or C/D Distance Learning at the beginning of the third trimester (3/1/21) or fourth quarter (3/15/21).
- 2.4 Professional Development will be provided for Hybrid Instruction on the Following Mondays: 2/22, 3/1, 3/8, 3/15, 3/22. Bargaining Unit Members who attend Professional Development will be excused from attending PLCs and staff meetings.

- 2.5 All instructional staff will be invited to begin teaching/ working from classrooms on the week of 2/22/21.

ARTICLE 3 – HYBRID MODELS (Articles 3.1, 3.2, 3.4, 3.5 of this MOU do not apply to bargaining members of the Folsom Community Charter School, Walnutwood (Independent Study) High School, ~~or Folsom Lake High School~~).

- 3.1 Families will choose in person or distance learning for a minimum of a full trimester/ quarter. When possible, classes shall be composed of students from the teacher’s current class list or caseload. Students may change from Distance Learning to Hybrid or from Hybrid to Distance Learning based upon availability.
- 3.2 On-campus student population will be approximately 50% of the school population on any given in-person track.
- 3.3 Daily maximums of students on campus and in individual classrooms shall not exceed CDPH guidelines and must allow for maintaining 6 feet social distancing between staff and students in classrooms and on campus. Six feet shall not be less than 6 feet as measured from middle of chair to adjacent middle of chair. The District acknowledges some classrooms may require smaller groups of students. If CDPH Guidelines change, the District shall adjust classroom numbers to meet the guidelines and teachers will be notified in writing within 24 hours.
- 3.4 Secondary 6-12 Hybrid Model - In the secondary setting 6-12, students will be placed into (3) distinct groups; In-Person Group A; In-Person Group B; and Distance Learning Group C/D.
- 3.4.1 Bargaining unit members will follow the attached daily schedules which will include a thirty (30) minute duty-free lunch. Teacher prep periods will align with each school’s approved schedule.
- 3.4.2 Mondays shall be reserved for Common Planning Time (CPT). Staff will be provided CPT for the balance of the school day after providing a morning synchronous meeting with students up to 20 minutes or as agreed to by site. The length of CPT day shall not exceed the number of minutes in the contract work day. The parties agree that a total of 75 minutes each Monday will be reserved for PLCs and staff meetings. PLC weekly topics/agendas shall be scheduled in

advance and at a time mutually agreed upon by administration, site leadership, and staff.

- 3.4.3 During asynchronous times and on Mondays, unit members may work remotely or from a classroom/office during regular school hours as the unit member deems necessary.
 - 3.4.4 Unit members will have Jabber active during the school day if possible.
 - 3.4.5 Hybrid Bell Schedules attached as Addendum A.
- 3.5 Secondary 6-12 Distance Learning Model – Instruction in which the students and Bargaining unit member are in different locations and students are under the general supervision of a bargaining unit member of the local educational agency.
- 3.5.1 The Distance Learning option may include but is not limited to the following:
 - 3.5.1.1 Daily live interaction, instruction, and check-ins between teachers and students using a computer or communications technology.
 - 3.5.1.2 Instruction in which the primary mode of communication between the student and unit member is online interaction through video, audio or other instruction that relies on computer or communications technology.
 - 3.5.1.3 The provided web camera/microphone/speaker is an instructional tool--like any other--and will be used at the discretion of each bargaining unit member to support instruction.
 - 3.5.2 During assigned class periods/times, unit members will be available to or engaged with students in real-time. Addendum A attached.
 - 3.5.3 During asynchronous times and on Mondays, unit members may work remotely or from a classroom/office during regular school hours as the unit member deems necessary.
 - 3.5.4 Non-roster bargaining unit members may work remotely or from a site work space during regular school hours as the unit member deems necessary.
 - 3.5.5 Unit members will have Jabber active during the school day if possible.

- 3.6 Unit members may continue to offer intervention to students during asynchronous time through Distance Learning.
- 3.7 Walnutwood (Independent Study) High School Schedule
 - 3.7.1 Required daily minutes for Independent Study is 240 minutes per day, seat time not counted. (asynchronous)
 - 3.7.2 Teacher contact for Independent Study will be 45 minutes of synchronous learning a week per student.
 - 3.7.3 Instruction for Independent Study can be in person or virtual. Unit members may flex student schedules to accommodate student needs.
 - 3.7.4 Independent Study bargaining unit members may work remotely or from a site location.
- 3.8 Folsom Lake High School Schedule (See ADDENDUM B for schedule)
 - 3.8.1 Bargaining unit members shall meet with students daily for 210 minutes (3 periods of 70 minutes) following the Folsom Lake High School daily schedule.
 - 3.8.2 The Active Community Transition Training (ACTT) program at Folsom Lake High School will remain on a schedule consistent with the Cohorts phase of re-opening during the Hybrid phase. In-person learning is offered on Thursdays and Fridays, 10:00 AM to 2:00 PM.
- 3.9 Folsom Cordova Community Charter School Schedule
 - 3.9.1 Teachers create individualized schedules for family meetings based on student needs. Work hours are 8:00 AM – 3:00 PM. Upon mutual agreement with administration, bargaining unit members may flex this schedule to accommodate parent needs.
- 3.10 Kinney High and Prospect Community Day School (See ADDENDUM C for schedules)

ARTICLE 4 – SPECIAL EDUCATION

- 4.1 Special education teachers and service providers will have an AA BB schedule that mirrors the AA BB schedule of general education teachers at the same grade level and school site. This will allow for students to be included in the general education classroom during any part of the instructional day.
- 4.1.1 Special education students in self-contained classes may be placed on a 4-day schedule based on student’s IEP and social distancing guidelines.
- 4.2 At teacher request, variations in schedule may be adopted in collaboration with site administrator, district special education administrator, and bargaining unit member.
- 4.3 Non-roster bargaining unit members, related service providers, and resource specialists may serve students primarily through distance learning and may provide in-person instruction or conduct assessments in-person when prudent.
- 4.4 When practicable, class sizes, the number of school sites, and caseloads will be considered in balancing caseloads, with equity in caseloads being a consideration when assigning students to live and virtual classes.
- 4.5 IEPs shall be held during the regular workday. On rare occasion that additional time beyond the workday is necessary to complete an IEP meeting, the administrator or his/her designee in attendance at the IEP shall determine whether to schedule an additional IEP date to be held during the workday, or to continue the IEP meeting beyond the work day. Bargaining unit members shall be compensated at the hourly \$45 rate for such additional time beyond the work day.
- 4.5.1 IEP meetings will be held virtually; unit members may perform additional duties virtually for IEPs, such as consultation and collaboration, preparation, file reviews, etc.

ARTICLE 5 – GENERAL

- 5.1 All provisions of this MOU are subject to the negotiated grievance procedure in the CBA.
- 5.2 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.

V1 11 18 20 FCUSD Proposal
V2 11 20 20 FCUSD Proposal
V3 11 30 20 FCEA Proposal
V4 12 3 20 FCUSD Draft
V6 2 3 21 Draft
V7 2 10 21 FCUSD Proposal
V8 2 17 21 FCUSD Proposal
V9 2 24 21 FCUSD Proposal
FCEA Counter Proposal 2.24.21
TA 2 24 21

- 5.3 This MOU shall remain in full force and effect when the District is in Hybrid In-Person Instruction.
- 5.4 This MOU shall expire on June 30, 2021. The Parties may mutually agree to extend or modify the provisions of this MOU in writing.

Donald Ogden
District Representative:
Folsom Cordova Unified School District

Debra Krikourian
Association Representative:
Folsom Cordova Education Association

Date: 02-25-2021

Date: 02/25/21

FCEA Ratification Date: _____

Board Ratification Date: 03/04/2021