



Fountain Valley School District

BOARD OF TRUSTEES  
SPECIAL MEETING

**A G E N D A**

Videoconference via Zoom

**September 17, 2020**

Meeting Link: [https://zoom.us/webinar/register/WN\\_Ts-5kM8hTX2gwFebCEp5yQ](https://zoom.us/webinar/register/WN_Ts-5kM8hTX2gwFebCEp5yQ)

- CALL TO ORDER: 6:30PM
- ROLL CALL
- APPROVAL OF AGENDA

M \_\_\_\_\_  
2<sup>nd</sup> \_\_\_\_\_  
V \_\_\_\_\_

- PLEDGE OF ALLEGIANCE
- PUBLIC COMMENTS

*Speakers may address the Board of Trustees on Closed Session Items. In order to address the Board of Trustees, please email your comments to [luccheser@fvsd.us](mailto:luccheser@fvsd.us) by 3:00PM on Thursday, September 17<sup>th</sup>. Your comments will be read into the record.*

- CLOSED SESSION

The Board of Trustees will retire into Closed Session to address the following:

- Personnel Matters: *Government Code 54957 and 54957.1*  
Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.
- Pupil Personnel: *Education Code 35146*
- Negotiations: *Government Code 54957.6*  
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.
- Threat to Public Safety or Facilities: *Government Code 54956.5*
- Consultation with Assistant Superintendent, Personnel, Assistant Superintendent, Business Services and Assistant Superintendent, Educational Services: *Government Code 54956.5*

*Our mission is to promote a foundation for academic excellence, mastery of basic skills, responsible citizenship, and a desire by students to achieve their highest potential through a partnership with home and community.*

- Public Employee Performance Evaluation: *Government Code Section 54957 & 54957.1*  
The Board will meet in closed session to discuss the annual performance evaluation of the superintendent.
- REPORT OUT OF CLOSED SESSION  
The Board President will report out on action taken, if any.
- OPEN SESSION: Following Closed Session at approximately 7:00-7:15PM

**STAFF REPORTS AND PRESENTATIONS**

**1. UPDATES TO THE 2020-21 REOPENING SCHOOLS PLAN**

Superintendent, Mark Johnson, Ed.D., and Assistant Superintendent, Educational Services, Steve McLaughlin, Ed.D., will share with the Board of Trustees proposed updates to the 2020-21 Reopening Schools Plan.

**PUBLIC HEARING**

**2. LEARNING CONTINUITY AND ATTENDANCE PLAN**

The Board of Trustees will conduct a public hearing in order to accept comments from members of the public regarding the District’s Learning Continuity and Attendance Plan for the year ending June 30, 2021, prior to final adoption. Public input is welcomed.

**PUBLIC COMMENTS**

*Members of the community and staff are welcome to address the Board of Trustees on any item listed on the Agenda of Business or any other item of specific concern. If a member of the audience requests a response to their comments, the Board of Trustees may ask the Superintendent/Staff to respond to them in writing after the meeting, or direct that additional information be provided to the Board on a future agenda.*

**In order to address the Board of Trustees, please email your comments to [luccheser@fvsd.us](mailto:luccheser@fvsd.us) by 3:00PM on Thursday, September 17<sup>th</sup>. Your comments will be read into the record.**

**\*\*\* BOARD MEMBERS WHO WISH TO DISCUSS WITH STAFF ANY ITEMS LISTED UNDER LEGISLATIVE SESSION SHOULD INFORM THE BOARD PRESIDENT AT THIS TIME.**

**LEGISLATIVE SESSION**

**3. REVISED 2020-21 REOPENING SCHOOL PLAN**

M \_\_\_\_\_  
2<sup>nd</sup> \_\_\_\_\_

V \_\_\_\_\_

At the August 6, 2020 regular Board Meeting, the FVSD Board of Trustees approved the 2020-21 Reopening Schools Plan. As we prepare for the return to in-person instruction, the 2020-21 Reopening Schools Plan has been revised to include updates to the schedules for elementary and middle schools.

Superintendent’s Recommendation: It is recommended that the Board of Trustees approves the revised 2020-21 Reopening Schools Plan for the Fountain Valley School District.

**4. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS**

M \_\_\_\_\_  
2<sup>nd</sup> \_\_\_\_\_  
V \_\_\_\_\_

All items listed under the Consent Calendar and Routine Items of Business are considered by the Board of Trustees to be routine and will be enacted by the Board in one action. There will be no discussion of these items prior to the time the Board votes on the motion unless members of the Board, staff, or public request specific items to be discussed and/or removed from the Consent Calendar.

Superintendent’s Recommendation: The Board of Trustees approves all items listed under the Consent Calendar and Routine Items of Business in one action.

**Consent Items**

**4-A. MEMORANDUM OF UNDERSTANDING BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND FOUNTAIN VALLEY EDUCATION ASSOCIATION**

Superintendent’s Comments: It is recommended that the Board of Trustees approves the Memorandum of Understanding between Fountain Valley School District and Fountain Valley Education Association.

**4-B. MEMORANDUM OF UNDERSTANDING BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION AND ITS CHAPTER 358**

Superintendent’s Comments: It is recommended that the Board of Trustees approves the Memorandum of Understanding between Fountain Valley School District and California School Employee Association and its Chapter 358.

**SUPERINTENDENT’S COMMENTS/NEW ITEMS OF BUSINESS**

The Board President will receive any announcements concerning new items of business from board members or the superintendent.

- CLOSED SESSION
- APPROVAL TO ADJOURN

**The next regular meeting of the Fountain Valley School District  
Board of Trustees is on Thursday, October 8, 2020 at 6:30pm.**

*A copy of the Board Meeting agenda is posted on the District's web site ([www.fvsd.us](http://www.fvsd.us)). Materials related to this agenda submitted to the Board of Trustees less than 72 hours prior to the meeting are available for public inspection by contacting the Superintendent's Office at 10055 Slater Avenue, Fountain Valley, CA 92708 or calling 714.843.3255 during normal business hours.*

*Reasonable Accommodation for any Individual with a Disability: Any individual with a disability who requires reasonable accommodation to participate in a board meeting may request assistance by contacting the Superintendent's Office at 10055 Slater Avenue, Fountain Valley, CA 92708 or calling 714.843.3255 or faxing 714.841.0356.*

Board meeting of September 17, 2020



SO 20-21/B21-05  
Fountain Valley School District  
Superintendent's Office

MEMORANDUM

TO: Board of Trustees  
FROM: Mark Johnson, Ed.D., Superintendent  
**SUBJECT: UPDATES TO THE 2020-21 REOPENING SCHOOLS PLAN**  
DATE: September 16, 2020

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**Background:**

Superintendent, Mark Johnson, Ed.D., and Assistant Superintendent, Educational Services, Steve McLaughlin, Ed.D., will share with the Board of Trustees proposed updates to the 2020-21 Reopening Schools Plan.



**NOTICE OF PUBLIC HEARING**  
**FOUNTAIN VALLEY SCHOOL DISTRICT**

**LEARNING CONTINUITY & ATTENDANCE PLAN**

At the September 17, 2020 Board meeting, the Fountain Valley School District Board of Trustees will hold a Public Hearing to accept comments from members of the public on Fountain Valley School District's Learning Continuity & Attendance Plan (LCP) for the year ending June 30, 2021, prior to Final Adoption as required by Executive Order N-56-20.

The proposed LCP is available for public inspection in the District Office beginning June 18<sup>th</sup> between the hours of 8:30 AM to 4:30 PM and is posted on the FVSD website at <https://www.fvsd.us>.

Board meeting of September 17, 2020



SO 20-21/B21-06  
Fountain Valley School District  
Superintendent's Office

MEMORANDUM

TO: Board of Trustees  
FROM: Mark Johnson, Ed.D., Superintendent  
SUBJECT: **APPROVAL OF 2020-21 REOPENING SCHOOLS PLAN FOR THE  
FOUNTAIN VALLEY SCHOOL DISTRICT**  
DATE: September 16, 2020

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**Background:**

At the August 6, 2020 regular Board Meeting, the FVSD Board of Trustees approved the 2020-21 Reopening Schools Plan. As we prepare for the return to in-person instruction, the 2020-21 Reopening Schools Plan has been revised to include updates to the schedules for elementary and middle schools.

**Recommendation:**

It is recommended that the Board of Trustees approves the revised 2020-21 Reopening Schools Plan for the Fountain Valley School District.



Fountain Valley School District  
Personnel Department

MEMORANDUM

TO: Board of Trustees  
FROM: Cathie Abdel, Assistant Superintendent, Personnel  
SUBJECT: **MEMORANDUM OF UNDERSTANDING BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND FOUNTAIN VALLEY EDUCATION ASSOCIATION**  
DATE: September 16, 2020

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**Background:**

Fountain Valley School District and Fountain Valley Education Association have worked collaboratively to address issues related to COVID-19 (coronavirus) in preparation for the 2020-2021 school year.

Fountain Valley School District recognizes that the COVID-19 pandemic necessitates significant modifications to the operation of schools to minimize the health risks associated with the infection for all students, staff, and their families, including establishing the following instructional models:

- 100% Virtual Remote Instructional Model
- Transitions Virtual Remote Instructional Model
- Hybrid Instructional Model
- Modified Traditional Instructional Model

The MOU documents the safety measures in place for the reopening of schools for the 2020-2021 school year and the guidelines and expectations for the Virtual/Remote Instructional Models to ensure equitable access to rigorous, grade level instruction for all students.

**Recommendation:**

It is recommended that the Board of Trustees approves the Memorandum of Understanding between Fountain Valley School District and Fountain Valley Education Association.



**Fountain Valley School District**  
**Fountain Valley Education Association**  
**Memorandum of Understanding**  
**Return to the 2020-2021 School Year**  
**TENTATIVE AGREEMENT**

The Fountain Valley School District (“District”) and the Fountain Valley Education Association (“Association”), jointly known as the Parties (“Parties”) enter into this Memorandum of Understanding (“MOU”) regarding the issues related to the coronavirus COVID-19 and the resumption of schools for 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 rigorous, grade level instruction for all students.

The Parties recognize the need to adhere to the most recent California Department of Public Health (CDPH) COVID 19 Industry Guidance: Schools and School Based Programs, and guidance by local healthcare agencies as it relates to the reopening of schools for the 2020-2021 school year.

**In-Person Reopening Criteria:**

1. For a safe return to physical schooling, the most recent CDPH In-Person Re-Opening Criteria must be met.

**Public Health Authorities**

1. The District shall adhere to the most recent guidance issued by California Department of Public Health (CDPH, Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), Orange County Public Health Agency and Orange County Department of Education (OCDE).
2. When presented with conflicting guidelines, the District shall default to the most recent CDPH guidance.

**District Site Safety Plan**

1. The District shall provide a site safety plan to each school site per the most recent CDPH guidance maintained at each site and provided to staff in writing. Site administrator will consult with the FVEA site representative on the site-specific elements of the plan.

### **Health Screenings**

1. The District shall ensure all staff and students are checked for symptoms daily, including daily verbal and visual wellness checks prior to entering a school site. Per the most recent CDPH guidance, the district shall establish and maintain a communication system that allows staff and families of students to self-report symptoms prior to entering a school site daily.
2. The District shall ensure all visitors are checked for symptoms prior to entering a school site. Visitors with any symptoms will be denied entry. Visitors will have limited access to schools.

### **Physical Distancing**

1. The District shall implement physical distancing measures per the most recent CDPH guidance, including in classroom, staff lounges, and drop-off and pick-up sites, recess/lunches and during transitions.

### **Meetings**

1. When the District is directed by the appropriate government agencies to provide virtual/remote learning, unit members shall participate in all meetings virtually.
2. In-person meetings will adhere to the physical distancing measures per the most recent CDPH guidance. When physical distancing measures are not feasible, meetings will be held in a virtual format. Unit members identified as at-risk or in close contact with a household member identified as at-risk per the most recent CDPH guidelines, with proper medical documentation, may request in writing an accommodation for in-person meetings.

### **Face Coverings**

1. Face coverings/masks sufficient to cover both the mouth and nose are required for students and staff in accordance with the most recent CDPH guidance. Face coverings shall be available at each work site for unit members.
2. **Staff** – on campus, indoors, in-classroom, and whenever physical distancing measures cannot be implemented, unless exempt under the most recent CDPH guidance, and supported by proper medical documentation.

3. **Students 3-8th grade**– on campus, in classroom, during transitions, indoors, and whenever physical distancing measures cannot be implemented, unless exempt under the most recent CDPH guidance, and supported by proper medical documentation.
4. **Students in pre-school – 2nd grade** – face coverings will be strongly encouraged, as per the most recent CDPH guidance.
5. The District shall provide N-95 masks to unit members working directly with individuals who present COVID-19 symptoms and unit members who are working with students that have a medical condition or disability that impedes them from properly wearing face coverings and who request an N-95 mask. The N-95 masks will be fit-tested as required or requested by a unit member.
6. Unit members may request additional PPE, including face shields, face coverings and gloves, from their immediate supervisor.
7. Per the most recent CDPH guidance, students refusing to wear a face covering must be excluded from on-campus instruction.

### **Hand Sanitization**

1. The District shall implement the following hand washing/sanitizing safety measures:
  - a. Every room with a sink shall be stocked with soap, FDA-approved hand sanitizers, and paper towels or no-touch hand dryers;
  - b. Every classroom shall be provided FDA-approved hand sanitizer;
  - c. Non-classroom workspaces shall be provided FDA-approved hand sanitizer;
  - d. All hand washing/sanitizing supplies shall be checked daily and restocked as needed.

### **Daily Cleaning and Disinfecting**

1. The District shall ensure all classrooms, restrooms, and workspaces are cleaned and disinfected, including high touch areas including desks, doorknobs, light switches, faucets and work equipment using products recommended by federal, state and/or local health officials.
2. Unit members, along with additional staff, will ensure their own classroom and/or workspace is organized to support ongoing cleaning of high touch areas throughout the workday.

3. When student groups are blended or transition to a new classroom or workspace, unit members may support daily cleaning of high touch areas along with additional staff to ensure a safe classroom and/or workspace.
4. Site administrators shall provide a copy of the site cleaning schedule to the staff.

### **Ventilation**

1. Per the most recent CDPH Guidelines, the District shall ensure all HVAC/heating systems operate on the mode that delivers the freshest air possible, and use air filters to the highest efficiency possible for HVAC/heating systems. Air filters shall be checked and changed as determined by the manufacturer. Classrooms and workspaces that are not equipped with functioning HVAC/heating systems will be provided with portable HEPA filters.

### **Leaves**

1. Unit members are eligible for sick leave pursuant to Article IX: Leaves, and under HR 6201, Families First Coronavirus Relief Act.
2. Unit members who have been directed to quarantine by the District per CDPH and/or OCPHA guidelines, due to close contact with an infectious individual at work, and are unable to continue to work remotely, will not be required to use personal sick leave during the required 14 day quarantine.
3. If a unit member is unable to perform assigned work for personal or medical reasons, the unit member shall follow the District's appropriate leave request procedures, and report absences using the District's Frontline Absence Management System.

### **Calendar**

1. The 2020-2021 calendar will be amended as follows:
  - a. Professional Development Day moved from November 6, 2020 to November 2, 2020.
  - b. Professional Development Day moved from March 5, 2021 to September 28, 2020.
  - c. Modified days moved from Thursday to Monday for the 2020-2021 school year.

### **Voluntary Transfer to 100% Virtual/Remote Positions**

1. The District shall communicate the availability of virtual positions to unit members. A unit member may complete the District-Provided Transfer Request Form to be considered for a virtual position.
2. The following voluntary transfer criteria will be used in the selection of 100% Virtual/Remote Learning positions for the 2020-2021 school year:
  - Appropriate credential/authorization
  - Unit members identified as “At-Risk” or in close contact with a household member identified as at-risk per the most recent CDPH guidelines, and supported by proper medical documentation
  - A commitment to on-going training including participation in professional development on the District-approved online curriculum, Florida Virtual School.
  - Seniority

### **Training**

1. Unit members shall participate in professional development on the use of technology and delivery of instruction including online-curriculum, learning management system, online resources and support materials.
2. Unit members will be paid the hourly extra duty pay for participation in professional development, when outside unit members workday/work year.
3. Unit members will be paid per diem hourly rate of pay for a total of 6 hours for completion of the entire three-part professional development training held in August for the District approved on-line curriculum, Florida Virtual School.
4. Information regarding mandatory professional development and voluntary additional training opportunities shall be communicated with all regular bargaining unit members via district email.
5. Training will also be provided on the following professional development/non-student days:
  - Thursday, September 3, 2020
  - Monday, September 28, 2020
  - Monday, November 2, 2020

### **Learning Models for the 2020-2021 School Year**

Due to the ever-changing landscape presented by the COVID-19 pandemic, with guidance from the California Department of Public Health (CDPH), and as a response to Senate Bill 98, instructional models have been established for the 2020-2021 school year:

- 100% Virtual/Remote Instructional Model
- Virtual/Remote Instructional Model (Transitional)
- Hybrid Instructional Model
- Modified Traditional Model

Daily schedules for the instructional models will remain consistent for online and in-person instruction to support the need for instructional transitions during the COVID-19 pandemic.

### **Virtual/Remote Learning**

1. Senate Bill 98 (SB 98) defines “distance learning” as “instruction in which the pupil and instructor are in different locations and pupils are under the general supervision of a certificated employee of the local educational agency.” (Ed Code 43500)
2. “Distance Learning” models shall be based on the following standards:
  - All students shall receive daily live interaction with certificated employees and peers for the purposes of instruction, progress monitoring, and maintaining school connectedness.
  - Teachers will provide instruction and content aligned to grade level standards and maintain quality and intellectual challenge substantially equivalent to in-person instruction.
  - Teachers shall deliver online instruction remotely using the District approved online instructional materials, Florida Virtual School, and delivery platform, ZOOM, to provide synchronous instruction - daily live interaction with students, including student interaction with classmates.
3. The Parties agree the Virtual/Remote Instructional Model is a “distance learning” model defined as instruction in which the student and teacher are in different locations and include synchronous and asynchronous learning.
4. Synchronous learning in this agreement refers to a learning environment in which the teacher and students are engaged in learning at the same time. During synchronous learning, the teacher is live in real time, providing guidance, support and checking for understanding throughout the lesson and may provide opportunities for students to practice their learning independently.
5. Asynchronous learning in this agreement refers to a learning environment in which the students learn material at different times and locations.
6. In the event schools are physically closed per federal, state and/or local guidance for the in-person model, instruction will transition to the Virtual/Remote Instructional Model as a short-term educational setting. Transition to in-person instruction will resume when deemed safe to do so.
7. When working in a virtual/remote model, unit members shall deliver virtual/remote instruction/services in their classroom/work space or off-site.

8. If a unit member fails to follow the District Virtual/Remote Instructional Model, they will be subject to disciplinary action as detailed in Article XII Section C part 4 of the Collective Bargaining Agreement, and may be required to provide instruction at their school site.
9. 100% Virtual/Remote Instructional Model will be offered to parents and students as an alternative to in-person learning for the 2020-2021 school year. 100% Virtual/Remote Instructional Model is a long-term educational model and will not be subject to instructional transitions.
10. Unit members in a 100% Virtual/Remote Instructional Model may deliver virtual/remote instruction on-site. Upon return to an in-person model, hybrid or modified/traditional, 100% Virtual/Remote teachers may be required to work off-site due to space constraints. The District will make every effort to provide unit members in a 100% Virtual/Remote Model with an available on-site work space if requested in writing by the Bargaining Unit Member. Bargaining Unit Members shall provide virtual/remote instruction within a reasonable local area and, with appropriate notification, must be able to report to their workplace by the beginning of the next work day.
11. Bargaining Unit Members shall be responsible for setting and following the District's recommended security protocols and procedures for video conferencing in order to ensure the safest online environment for students and themselves.
12. A Bargaining Unit Member who serves in a 100% Virtual/Remote model has the right to return to the school held prior to transferring. In the event of a surplus of teachers, the involuntary transfer provision will apply (Article XIII. C).
13. Bargaining unit members shall be assigned students according to the class size limitations as prescribed in Article XI of the Collective Bargaining Agreement.
14. Bargaining Unit Members shall report inappropriate online student or other participant(s) behavior occurring during instructional interaction to their immediate Supervisors. Unit members acting within the scope of their duties and consistent with all policies and expectations shall be held harmless for any such behavior from a student or other participant(s).

### **Instructional Day and Working Hours**

1. All instructional models will follow the District's daily schedule that includes synchronous and asynchronous learning opportunities. Synchronous instruction may include whole and small group instruction or conferencing with individual students.
2. Bargaining Unit Members shall determine the means and methods for providing learning based on appropriate standards-based instruction, their resources, and their students' ability to access the curriculum.

3. The District's Virtual/Remote daily schedule will meet the required-daily instructional minutes as outlined in SB 98, which includes synchronous and asynchronous instruction (exclusive of lunch, breaks, etc.).
  - Level TK/K: 180 minutes
  - Levels 1-3: 230 minutes
  - Levels 4-8: 240 minutes
4. The Bargaining Unit Member's workday remains 6 hours and 20 minutes. The workday shall be dedicated to the following:
  - Synchronous and Asynchronous instruction for all students
  - Planning instruction/services
  - Monitoring student activity
  - Intervention/Enrichment instruction
  - Virtual Office hours
    - Sharing progress with students and parents
    - Providing feedback to students
    - Availability to answer questions from students and parents
  - Gathering formative and summative assessments
  - Grading
  - Participation in staff meetings
  - Participation in meetings including IEP, 504, and SST
5. Unit members shall check their District email during the contractual work day.
6. Administrators shall have access to unit members LMS and online/onsite classes.

### **Online Instructional Materials/Learning Management System**

1. Unit members shall use the District approved online instructional material and Learning Management System, Florida Virtual School, current print materials, and district supported online resources to meet the needs of students in their classrooms. Daily lesson plans, assessments, and instructional methodologies used shall be at the discretion of the classroom teacher.
2. The District shall provide Unit Members technical support via virtual tools. This may include access to technical support personnel and other tech support from District staff and/or vendors, as well as instruction on the online instructional materials and learning management system.
3. The District shall offer opportunities for paid professional development for virtual teaching and instruction.
4. The District shall provide all bargaining unit members the necessary equipment and supplies in order to provide virtual/remote learning that is substantially equivalent to the equipment provided for in-person instruction.



### **Classroom Access/Materials/Supplies**

1. Unit members providing instruction in a Virtual/Remote Instructional Model may deliver instruction in their classroom/workspace or off-site.
2. In the event Unit Members reports to their school site, they are responsible for following state, county, local and district FVSD Workplace Protocols and safety measures including the following:
  - Complete the daily health screening tool
  - Wear face coverings in common areas, including restrooms, workspaces, engaging with others and whenever outside of the classroom
  - Follow physical distancing guidelines
  - Wash hands frequently
  - Clean off items used in workspaces including photocopiers
3. The 2020-2021 Designated Pre-Service Day, August 17 – August 31, unit members shall be given the opportunity to retrieve supplies and/or equipment from their classrooms in preparation for virtual/remote instruction. Unit members must coordinate a date and time with the site administrator.
4. Unit members shall comply with Administrative Regulation 3512, Equipment, for appropriate use and care of district equipment checked out for off-site use. Unit members shall only be responsible for loss or damage of materials due to negligence.
5. Unit members shall comply with Board Policy 4040, Employee Use of Technology/Acceptable Use Policy.
6. Based upon the most recent reopening directives from the State, when it is determined it is safe for the initial reopening of schools for the 2020-2021 school year, the District shall provide unit members appropriate notification, but not less than three days' notice to prepare for the return to in-person instruction.

### **Special Education-Virtual Remote Instructional Model**

1. When permitted by the most recent CDPH guidelines, it may be necessary for Unit Members providing Special Education Services (Education Specialists, SLPs, etc.) to provide assessment and services for students in-person, while in a virtual/remote instructional model. In such an instance, the District will ensure that the Unit Member's work environment abides by relevant advisories and guidelines.
2. Unit Members providing Special Education Services shall provide individual and/or group services virtually (e.g., Zoom), unless in-person is required based on a given student's needs and an IEP team decision. When in-person services are required, all safety precautions outlined herein must be followed.

3. While in a virtual remote instructional model, in-person services including speech and specialized academic instruction services will be based on the most recent CDPH guidelines, which currently allow services to be provided individually (1-on-1), based on the specialist's professional judgment and an IEP team decision.
4. Unit Members providing Special Education Services will implement services during asynchronous classroom learning times when possible. Service providers will consider teacher input for scheduling identified students. It will sometimes be necessary for these specialists to "pull-out" groups of students during synchronous time from the shared classroom population and into a separate virtual meeting.
5. In recognizing the unique needs for SDC students to have a smaller learning environment and additional space and mobility, to the greatest extent possible, SDC classrooms may not exceed 80% of the average general education cohort class size for relevant grade levels at same school site, except in extenuating circumstances and in consultation with the teacher.

#### **IEP Meetings**

1. IEP meetings and scheduling shall resume and will be held virtually to the extent possible.

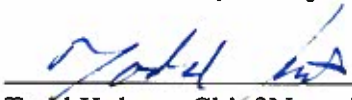
#### **Evaluations**

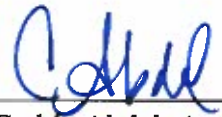
The evaluation process for permanent Bargaining Unit Members will be put on hold until students are permitted to return to school without health and safety restrictions related to COVID-19. In the 2021-22 school year, unit member evaluations will be reinstated and will reflect the 2020-21 evaluation cycle.

All components of the current Collective Bargaining Agreement between the Association and the District not addressed by the terms of this agreement shall remain in full effect.

This MOU is intended to address the impacts and effects due to the COVID-19 pandemic. It is a non-precedent setting and shall expire automatically of its own accord on June 24, 2021, unless modified or extended in writing by the parties.

Executed this day of September 14, 2020

  
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Todd Kubota, Chief Negotiator  
Fountain Valley Education Association

  
\_\_\_\_\_  
Cathie Abdel, Assistant Superintendent  
Fountain Valley School District



Fountain Valley School District  
Personnel Department

MEMORANDUM

TO: Board of Trustees  
FROM: Cathie Abdel, Assistant Superintendent, Personnel  
SUBJECT: **MEMORANDUM OF UNDERSTANDING BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION AND ITS CHAPTER 358**  
DATE: September 16, 2020

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**Background:**

Fountain Valley School District and California School Employees Association and its Chapter 358 have worked collaboratively to address issues related to COVID-19 (coronavirus) in preparation for the 2020-2021 school year.

Fountain Valley School District recognizes 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. The District has implemented preventative measures to mitigate the spread of COVID-19 and to ensure the continued safety of District employees.

The MOU documents the measures the District has taken, working collaboratively with CSEA and its Chapter 358, to address working conditions and implement safety measures.

**Recommendation:**

It is recommended that the Board of Trustees approves the Memorandum of Understanding between Fountain Valley School District and California School Employee Association and its Chapter 358.

**Fountain Valley School District**  
**and**  
**California School Employees Association and its' Fountain Valley Chapter #358**  
**Memorandum of Understanding**  
**Return to the 2020-2021 School Year**  
**September 15, 2020**

The Fountain Valley School District (“District”) and the California School Employees Association and its’ Chapter #358 (“Association”), jointly known as the Parties (“Parties”) enter into this Memorandum of Understanding (“MOU”) regarding the issues related to the coronavirus COVID-19 and the resumption of schools for 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 rigorous, grade level instruction for all students.

The Parties recognize the need to adhere to the most recent California Department of Public Health (CDPH) COVID 19 Industry Guidance: Schools and School Based Programs, and guidance by local healthcare agencies as it relates to the reopening of schools for the 2020-2021 school year. The District and CSEA Fountain Valley Chapter #358 recognize that depending upon changes in the public health situation and governmental directives, during part or all of the 2020-21 school year the District may need to utilize virtual remote, or in-person instruction, or different combinations of virtual remote and in-person instruction.

To these ends, the District and CSEA agree as follows:

1. **Public Health Authorities**

- a. The District shall adhere to the most recent guidance issued by California Department of Public Health (CDPH), Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), and the local health agency. [CDPH Guidance](#)
- b. The District shall implement COVID-19 preventative measures, as outlined in the most recent CDPH guidelines promoting healthy hygiene practices, use of face coverings and Personal Protective Equipment as necessary, physical distancing, symptom screening, adequate ventilation, and cleaning and disinfecting and sanitizing documented in the Fountain Valley School District’s 2020-2021 REOPENING SCHOOLS PLAN. [2020-2021 Reopening Plan](#)
- c. When presented with conflicting guidelines, the District shall default to the most recent CDPH guidance.

- d. The District shall implement Fountain Valley School District's 2020-2021 REOPENING SCHOOLS PLAN.

2. **Employee Screening**

- a. The District shall ensure all staff are checked for symptoms daily, prior to entering their workplace.
- b. The District shall notify bargaining unit members who have been exposed to COVID-19 at work.
- c. The District shall notify CSEA of bargaining unit member work related exposure to COVID-19.

3. **Reporting Unsafe Conditions**

- a. Employees shall report unsafe conditions in the working environment according to Article 8 Terms and Conditions of Employment Section 8.6.2.2:

It is the responsibility of the employee to report to his/her immediate supervisor any conditions deemed unsafe or that may indicate a potential danger. Should no action be taken within a reasonable period of time, the employee shall report the unsafe/dangerous condition(s) to the Assistant Superintendent, Personnel. No employee shall be discriminated against as a result of any report he/she makes under the provisions of this article.

4. **Personal Protective Equipment**

- a. The District shall provide sufficient protective equipment to comply with CDPH guidance for staff appropriate for each classification or duty, relevant to Cal/OSHA requirements. PPE will include, but not be limited to face coverings, face shields, gloves and hand sanitizer.

5. **Leaves**

- a. Unit members are eligible for sick leave pursuant to Article VIII: Leaves, and under HR 6201, Families First Coronavirus Relief Act. (Attachment A)
- b. Employees who fall into the "At-Risk" group as defined by CDPH guidelines and are unable to perform assigned work shall notify their supervisor and provide proper medical documentation to the Assistant Superintendent, Personnel. The District and employee shall engage in an interactive process with the employee.
- c. The following groups are "At Risk" of getting seriously ill from COVID-19:
  - Individuals over 65
  - Individuals with compromised immune systems
  - Individuals who have serious chronic medical conditions like:
    - Heart diseases
    - Diabetes
    - Lung disease

- d. Unit members who have been directed to quarantine by the District per CDPH and/or OCPHA guidelines, due to close contact with an infectious individual at work, and are unable to continue to work remotely, will not be required to use personal sick leave during the required 14 day quarantine.
- e. If an employee is unable to perform assigned work for personal or medical reasons, the employee shall follow the District's appropriate leave request procedures, and report absences using the District's Frontline Absence Management System or to his/her direct supervisor.

**6. Work Day/Week/Hours**

- a. Employee hours may be temporarily increased for the 2020-2021 school year for employees with less than full time assignments.
- b. Should it become necessary to temporarily increase the work hours of an employee, the supervisor will provide 5 work days advance notice to the affected employee.
- c. The employee may decline the extra hours.
- d. An employee will acquire sick leave and vacation benefits on the temporarily increase of work hours.
- e. An employee whose temporary employee status changes to full-time due to the increase in temporary hours shall become eligible for the district's full-time contribution towards health and welfare benefits.
- f. Employees shall refer to Article 10: Hours 10.3 Work Day/Work Schedule 10.3.1.2 for additional information regarding workday and work schedules. The immediate supervisor shall annually establish a work schedule for each employee.

**7. Temporary Assignment of Other Duties**

- a. In an effort to avoid layoff and due to temporary changes in District operations, employees may on a temporary basis, be assigned duties outside their normal job responsibilities.
- b. Temporary changes to duties will be reasonably related to employee's current job description and shall include cleaning duties. If the temporary changes of duties causes an employee to perform duties not reasonably related to their current job description for more than 5 working days within a 15 calendar day period, the employee working out of class will be placed on the first step of the class on the latest salary schedule that will result in at least a 5% increase in the employee's base salary

- for the entire period that work is required out of classification per Article 10: hours, section 10.5.2.
- c. Employees assigned temporary changes in duties shall be compensated at their regular rate of pay.
  - d. In an effort to implement and support the safety measures and protocols necessary for the reopening of schools, the District shall hire short-term employees following Education Code 45103 (a), (2) and (3).
  - e. Short-term employees shall not result in the displacement of unit members.

**8. Closure of Schools**

- a. The District agrees that reclosure of schools shall be in accordance with CDPH guidance based on reliable, measurable data, and that the data shall be made available to CSEA upon request.
- b. Employees reporting during closures: The District shall inform CSEA in a timely manner as to which classifications of employees, and how many, are required to report for work during COVID-19 related closures.
- c. The District agrees to engage CSEA in the development of its Learning Continuity and Attendance plan.

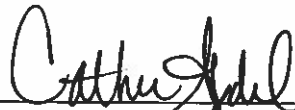
All components of the current Collective Bargaining Agreement between the Association and the District not addressed by the terms of this agreement shall remain in full effect.

This MOU is intended to address the impacts and effects due to the COVID-19 pandemic. It is a non-precedent setting and shall remain in effect until either the end of the day on June 30, 2021, or the lifting of the statewide State of Emergency declared on March 4, 2020 in response to the coronavirus outbreak, whichever comes first.

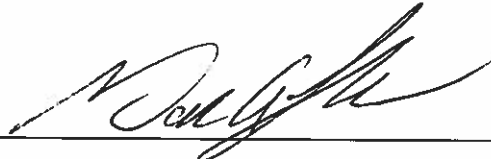
The parties may reopen this MOU to negotiate evolving situations or other conditions not addressed in this MOU related to effects on unit members because of COVID-19.

Either party may reopen this MOU at any time to negotiate evolving situations or other conditions not addressed in this MOU related to effects on unit members because of COVID-19.


Dated: 9/16/20

By:   
Cathie Abdel, Assistant Superintendent, Personnel

Dated: 9-16-20

By:   
Gordon Llanos, President, CSEA Chapter #358

Dated: 9-16-20

By:   
Amy Gonzales, LRR, CSEA



# ATTACHMENT A



## **Families First Coronavirus Response Act FAQ's For Employees**

The Families First Coronavirus Response Act has provided expanded leave benefits that will remain in effect until December 31, 2020. The following is information regarding paid leave offered under the Families First Coronavirus Response Act:

### **Emergency Family and Medical Leave Expansion Act (EFMLA)**

Effective April 1, 2020, H.R. 6201 temporarily adds a paid leave under normally unpaid FMLA, Emergency Family and Medical Leave (EFMLA). The following are qualifying reasons an employee may be eligible for EFMLA:

1. An eligible employee unable to work due to a need to care for a son or daughter of the employee because the school or childcare provider is closed or unavailable is entitled to up to 12 workweeks of leave.
  - a. Children must be under the age of 18.
  - b. The closure or unavailability must be due to a Covid-19 related public health emergency declared by a Federal, State, or local authority.
  - c. School is defined as “elementary” or “secondary” school.
  - d. “Child care provider” means a provider who receives compensation for providing child care services on a regular basis.
2. An employee is deemed eligible if he or she has been employed for at least 30 calendar days.
3. Eligible employees are entitled to 12 workweeks of leave under the following conditions:
  - a. The first 10 days are unpaid unless the employee substitutes vacation, personal leave, or sick leave for unpaid FMLA.
  - b. The remainder of the leave is paid at not less than 2/3 pay, which shall not exceed \$200.00 a day and \$10,000 total.
  - c. If the employee has used FMLA in the last 12 months, he/she may only use up to the remaining balance of the annual 12 weeks.

### **Emergency Paid Sick Leave Act**

The Family First Coronavirus Response Act provides for Emergency Paid Sick Leave to an employee who is unable to work for specified reasons. The following are qualifying reasons an employee may be eligible for Emergency Paid Sick Leave:

1. In order to be eligible for Emergency Paid Sick Leave an employee must be deemed unable to work for one of the following reasons related to Covid-19:

- a. The employee is subject to a quarantine or isolation order by Federal, State or local government due to COVID-19.
  - b. The employee has been advised to self-quarantine by a healthcare provider due to COVID-19.
  - c. The employee is experiencing COVID-19 like symptoms and is seeking medical diagnosis.
  - d. The employee is caring for someone subject to (a) or (b).
  - e. The employee is caring for the employee's son or daughter age 18 or under whose school or childcare is closed or unavailable "due to Covid-19 precautions".
  - f. The employee is experiencing a "substantially similar condition" as specified by the Secretary of Health and Human Services.
2. Full time employees are eligible for 80 hours of Emergency Paid Sick Leave; part-time employees get a prorated amount.
  3. Effective April 1, 2020, Emergency Paid Sick Leave is available immediately (not retroactively), regardless how long the employee has been employed.
  4. Compensation for Emergency Paid Sick Leave is dependent upon the reason for the leave.
    - a. If the leave is due to a COVID-19 related government quarantine or isolation order or healthcare provider's recommendation for a quarantine or isolation of the employee, the employee is paid based on the employee's regular rate of pay, not to exceed \$511 per day and a total of \$5,111.
    - b. If the employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis, the employee is paid based on the employee's regular rate of pay, not to exceed \$511 per day and a total of \$5,111.
    - c. If the leave is due to the employee caring for someone under COVID-19 related quarantine or isolation orders, the employee is paid based on two-thirds (2/3) of the employee's regular rate of pay, up to a maximum of \$200 per day and a total of \$2000.
    - d. If the leave is due to the employee caring for the employee's son or daughter age 18 or under whose school or childcare is unavailable due to the COVID-19 emergency, the employee is paid based on two-thirds (2/3) of the employee's regular rate of pay, up to a maximum of \$200 per day and a total of \$2000.
  5. For leaves under items a, b, or c, please provide a doctor's confirmation of the applicable circumstance.
  6. An eligible employee may first use Emergency Paid Sick Leave before using any other paid leaves.