

**MEMORANDUM OF UNDERSTANDING NO. 3  
BETWEEN  
METROPOLITAN EDUCATION DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) AND ITS CHAPTER 227  
REGARDING DISTRICT OPERATIONS AND CORONAVIRUS RESPONSE  
FOR THE 2021-2022 SCHOOL YEAR**

This Memorandum of Understanding (MOU) is between **the Metropolitan Education District** (District) and the California School Employees Association and its Chapter 227 (together "CSEA") concerning the impacts and effects of District operations under the coronavirus (COVID-19) pandemic.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. The parties recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. Care should be taken to identify potential exposure and prevent the spread of the disease. The parties agree that continuity of District operations should be maintained.

**Local Conditions**

1. The safety of the students, staff, and educators is of paramount concern to the Parties.
2. The Parties shall adhere to the COVID-19 requirements (and the recommendations, and considerations where practicable) issued by the:
  - a. Centers for Disease Control and Prevention ("CDC"),
  - b. California Department of Public Health ("CDPH"),
  - c. California Department of Education ("CDE"),
  - d. California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), and the
  - e. Santa Clara County Public Health Department ("SCCPHD")<sup>1</sup>

Where there is a conflict between the various guidelines or orders, the Parties shall adhere to the recommendations of the Santa Clara County Public Health Department or the most restrictive orders, whichever are most restrictive.

3. The Parties agree to meet as soon as reasonably possible to discuss potential impacts of any revisions, changes, or updates to the above mentioned guidelines as deemed necessary.
4. The District shall endeavor to provide and maintain a safe place of employment. No employee shall be required to work in or perform tasks in situations where established government agency required guidelines are not being followed.
5. All employees shall endeavor, in the course of performing the duties associated with their employment, to be alert to unsafe practice, equipment or conditions, and report any such unsafe

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<sup>1</sup> As of the date of this MOU, the most recent Public Health Order issued by the SCCPH was 09/16/2020. Updated information can be found at: <https://www.sccgov.org/sites/covid19/Pages/public-health-orders.aspx>.

practices, equipment, or conditions immediately.

6. The parties agree that the current working environment created by COVID-19 creates distinct and unprecedented challenges that require creativity, adaptability, and collaboration at all levels of the organization. Employees have an individual and collective responsibility to work together to follow and maintain safe and appropriate work practices and protocols. It is by working together as a team and holding each other accountable to the practices and norms outlined in this MOU and protocols established by State and other authorities, that MetroED will successfully navigate the pandemic.

## Health and Safety

1. In accordance with MetroED's COVID Protection Plan (CCP) – August 2021 and other federal, state, and local guidelines, the District shall require all individuals accessing the campus to:
  - a. Complete a daily health screening for COVID-19 symptoms
  - b. Wear appropriate Personal Protective Equipment (PPE)
  - c. Abide by the MetroED COVID Protection Plan (CCP)
  - d. Adhere to the COVID-19 requirements and the recommendations as referenced in Local Conditions, paragraph 2 above.

The MetroED COVID Protection Plan (CCP) can be found on the District's COVID-19 News & Resources webpage: <https://www.metroed.net/covid19>

This webpage is MetroED's primary source of COVID-19 information for employees, students, and parents.

A direct link to the MetroED COVID Protection Plan (CCP) PDF document is provided below:  
<https://f.hubspotusercontent20.net/hubfs/2436176/COVID-19%20CPP%20DRAFT.pdf>

2. Association members shall not be required to wear face coverings when working alone in their classrooms
3. The District shall provide face coverings to employees and students who do not have one.
4. The District shall provide Personal Protective Equipment (PPE) and supplies to employees for their area and job duties. The District and the Association recognize that there have been shortages of PPE supplies recommended by Public Health Agencies; the District will make all reasonable efforts to obtain the appropriate supplies.
  - a. Standard PPE may include face coverings and face shields as recommended by public health officials.
  - b. The District shall inform to the Association if it encounters issues with respect to procurement of PPE from outside vendors.
5. The Parties agree that the MetroED campus shall be closed to non-essential visitors.
6. All employees will self-monitor for COVID-19 symptoms and stay home if they are sick or have signs or symptoms of illness.



## COVID-19 Testing, Screening, and Monitoring

### 1. COVID-19 Testing

On August 11, 2021, the California Department of Public Health (CDPH) issued a new public health order requiring all school staff to either show proof of full vaccination or be tested for COVID-19 at least once per week.<sup>2</sup> Information regarding this order can be found at:

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Order-of-the-State-Public-Health-Officer-Vaccine-Verification-for-Workers-in-Schools.aspx>

### 2. Self-Screening

All District employees shall self-screen daily using MetroED's Health Screening App for COVID-19 symptoms prior to arriving at the MetroED campus.

The MetroED Health Screening App is available in both the iPhone App and Google Play Stores as well as at the following link:

<https://admin.schoolinfoapp.com/html5/2496/login>

### 3. District Screening

The District reserves the right to screen all individuals entering the campus.

### 4. COVID-19 Monitoring

All District employees must notify the District COVID Liaison immediately if they develop one or more COVID-19 symptoms or if one of their household members or non-household close contacts test positive for COVID-19.

### 5. COVID-19 Symptoms

Information regarding symptoms of COVID-19 can be found at:

<https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>

### 6. COVID Data Privacy

The District shall maintain the privacy of all employee COVID related information in accordance with Equal Employment Opportunity Commission (EEOC) regulations and protocols.

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<sup>2</sup> <https://www.gov.ca.gov/2021/08/11/california-implements-first-in-the-nation-measure-to-encourage-teachers-and-school-staff-to-get-vaccinated/>

## Exposure to COVID-19

1. In accordance with CDPH and Cal/OSHA guidance and in consultation with the SCCPHD, in the event the District learns that a student, teacher, or other staff member, or a member of their household, tests positive for COVID-19 and has exposed others on the campus, the Parties agree to comply with all applicable laws, regulations, and the most recent guidance and protocols, as established and published by CDPH, Cal/OSHA, and the SCCPHD. Information related to exposure and notification can be found at the following links:

CDPH: <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/K-12-Guidance-2021-22-School-Year.aspx>

Cal/OSHA: <https://www.dir.ca.gov/dosh/coronavirus/Health-Care-General-Industry.html>

SCCDPH: <https://covid19.sccgov.org/school-guidance>

2. In the event the District is made aware of an employee or visitor who tests positive for COVID-19, the District will follow CDPH's Guidance on Isolation and Quarantine for COVID-19 Contact Tracing and the MetroED COVID Protection Plan (CPP) with respect to quarantine protocols and notification of employees, students, and families of potential exposure to COVID -19. With respect to notification of association members that they may have been considered to have a close contact exposed, the MetroED CPP states:

*Within one business day of knowing, or should have known, of a positive test/diagnosis, an **Administrator** will notify in writing, in a readily understandable form, all employees, independent contractors, and other employers who were at the worksite during the high-risk exposure period, that they may have been exposed.*

All employees who have not been identified as a close contact, will be notified that an infection has been confirmed at the MetroED campus. MetroED provides free testing during work hours. All employees are invited to test regardless of vaccination status or exposure.

The parties understand and agree that timeliness of the notification of a potential exposure is of critical importance. The District will make every effort to expeditiously notify association members in accordance with the MetroED CPP of a potential exposure as soon as possible, once an exposure is confirmed.

CDPH: <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Guidance-on-Isolation-and-Quarantine-for-COVID-19-Contact-Tracing.aspx>

MetroED COVID Protection Plan (CCP):  
<https://f.hubspotusercontent20.net/hubfs/2436176/COVID-19%20CPP%20DRAFT.pdf>

## Returning to Work after a Positive Test Result or Exposure

1. With respect to returning to work after a positive test result or exposure to COVID-19, the Parties agree to follow the most recent SCCPHD guidance and protocols as established and published on the SCCPHD website.



SCCDPH Corona Virus and Education Programs Webpage link:  
<https://covid19.sccgov.org/school-guidance>

### **Handwashing and Hygiene Protocols**

1. The District will provide opportunities for students and on-site employees to meet handwashing frequency guidance. The District will ensure access to hand washing and sanitizer stations.
2. The District shall provide instruction and signage regarding proper hand washing techniques and PPE use.

### **Communication and Resources**

1. The District will communicate with all employees, students, and families about COVID-19 related protocols. The primary vehicle for this communication is the MetroED COVID Protection Plan (CCP) and the District's COVID-19 News & Resources webpage. Links to these two resources are provided below:

MetroED COVID Protection Plan (CCP):  
<https://f.hubspotusercontent20.net/hubfs/2436176/COVID-19%20CPP%20DRAFT.pdf>

COVID-19 News & Resources Webpage:  
<https://www.metroed.net/covid19>

Links to additional resources and items of importance are provided below. All employees are encouraged to familiarize themselves with these resources.

MetroGuide Employee Handbook  
[https://drive.google.com/file/d/1CI7af12fx7qvnQVBIKDp6MmJV\\_Qzk3j/view](https://drive.google.com/file/d/1CI7af12fx7qvnQVBIKDp6MmJV_Qzk3j/view)

MetroED Safety Webpage:  
<https://www.metroed.net/safety>

MetroED Injury and Illness Prevention Plan (IIPP)  
[https://f.hubspotusercontent20.net/hubfs/2436176/16\\_C\\_2\\_InjuryAndIllnessPreventionProgramIIPP\\_0.pdf?hsCtaTracking=be2c548e-fff4-45be-ad51-20b19ba9d55b%7C01944b98-340f-4356-871c-284d5c5a8a70](https://f.hubspotusercontent20.net/hubfs/2436176/16_C_2_InjuryAndIllnessPreventionProgramIIPP_0.pdf?hsCtaTracking=be2c548e-fff4-45be-ad51-20b19ba9d55b%7C01944b98-340f-4356-871c-284d5c5a8a70)

Reporting a Safety Concern Webpage:  
<https://www.metroed.net/report-safety>

### **Meetings**

1. The District will hold staff and professional development meetings virtually when possible to ensure limited exposure of individuals. However, in person meetings may be held at the discretion of the District and are preferable in order to foster collaboration and create synergy.

## **Maintenance of Pay and Benefits**

1. Association members' compensation, stipends (if applicable), and benefits shall not be reduced as a result of an emergency school closure provided such Association members are available to work to implement and provide district and student services consistent with this MOU

## **Employee Absences and Leaves**

1. COVID Exposure or Positive Test. If an employee tests positive for COVID-19 or has another qualifying circumstance, the employee will be permitted to use any and all leaves to which she or he is entitled to under the CBA, as well as under state and federal law.
2. Employees at High Risk. Employees who may be at high-risk for COVID-19 exposure during the pandemic and who provide the appropriate medical documentation will be entitled to a reasonable accommodation after an interactive process as required by state and/or federal law, see interactive process below. Employees who may be at high risk for COVID-19 and not able to be accommodated by the District will be permitted to use any and all leaves to which they are entitled under state and federal law.
3. Supplemental COVID-19 Leave - In addition to the leaves association members are entitled to under the CBA, as well as under state and federal law, association members will be granted seven (7) days of paid Supplemental COVID-19 Leave during the 2021-2022 academic year which may be used by the association member as follows:
  - a. Caring for Oneself: The association member is subject to a quarantine or isolation period related to COVID-19, or has been advised in writing by a healthcare provider to quarantine due to COVID-19.
  - b. Caring for a family member: The association member is caring for a child under the age of 12 whose school or place of care is closed or unavailable due to COVID-19 on the premises.
  - c. Vaccine-Related: The association member is attending a vaccine appointment or cannot work due to vaccine/booster-related side effects.

Supplemental COVID-19 Leave shall not be a part of a unit member's sick/personal leave allocation and shall only be available through June 30, 2022. Any unused Supplemental COVID-19 Leave days cannot be carried over and will expire upon termination of this MOU or June 30, 2022, whichever occurs sooner. The granting of Supplemental COVID-19 Leave in 2021-2022 shall not be precedential in any way with respect to future years, pandemics, cold and/or flu-seasons, MOUs or the CBA.

4. In addition to the leaves outlined in the CSEA Collective Bargaining Agreement Articles 14000 - Vacation Leaves with Pay, 15000 - Other Leaves with Pay, and 16000 - Leaves without Pay, the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) provide employees with additional leave rights. Information regarding these acts can be found at the following links:

FMLA: <https://www.dol.gov/agencies/whd/fmla>



CFRA: <https://edd.ca.gov/Disability/faqs-fmla-cfra.htm>

5. Association members who exhaust their Supplemental COVID leave and are unable to meet the expectations included in this MOU regarding work and availability, shall use any sick leave or personal necessity leave entitlement that they may be eligible for consistent with law and the Parties' Collective Bargaining Agreement.
6. The Parties agree that all collectively bargained leave provisions will remain in full effect for the duration of this MOU.

### **Interactive Process**

1. Association members requesting an accommodation shall contact the Director of Human Resources/Title IX Coordinator. The Director of Human Resources/Title IX Coordinator shall work with the employee to evaluate the accommodation request and determine an appropriate course of action taking into consideration the employee's request and the needs of the District.

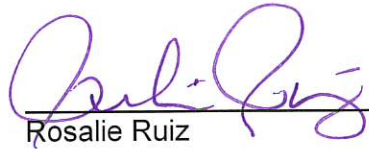
### **Duration, Disagreements, Compliance, and Consultation**

1. This MOU shall remain in effect until June 30, 2022, subject to extension and/or revisions deemed necessary as indicated in Item 2 below.
2. The Parties acknowledge that governmental orders, recommendations, and guidelines are often changing to meet the needs of this dynamic situation. With that in mind, the Parties agree to update this document, if necessary, to comply with the law, and to meet as soon as possible to address new concerns that may arise.
3. Disagreements arising from the enforcement of this MOU shall be referred to the grievance procedure outlined in the Collective Bargaining Agreement.
4. The Parties agree that this is the complete agreement between the Parties regarding the District's response to COVID-19 for 2021-2022 and that there are no other verbal or written understandings in addition to this MOU dated prior to the date of this MOU.
5. This MOU shall not set a precedent for the Parties in dealing with any future pandemic and shall expire on a declaration that the pandemic as passed by County Health Officials or June 30, 2022, whichever comes first.
6. This MOU resolves the negotiable effects of school operations related to the coronavirus (COVID-19) for the 2021-2022 academic year. The District and/or Association reserve the right to negotiate any additional impacts in the 2021-2022 academic year.
7. All provisions of the July 1, 2020 - June 30, 2023, collective bargaining agreement (CBA) between the parties shall remain in full force and effect except as specifically modified by MOU.

The undersigned represent that they are authorized to execute this MOU. This MOU is subject to approval by the District's Governing Board.

**CSEA Chapter 227**

1/4/22  
Date

  
Rosalie Ruiz

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Date

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Sarah Martin

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Date

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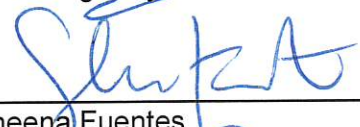
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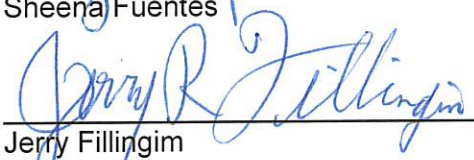
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Luz Daugherty

1/4/2022  
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Sheena Fuentes

1/4/22  
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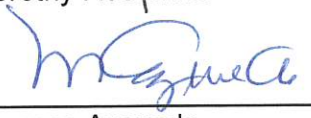
  
Jerry Fillingim  
CSEA, LRR

**Metropolitan Education District**

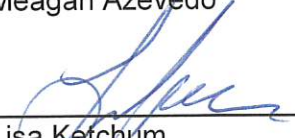
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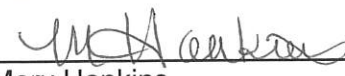
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Meagan Azevedo

Jan 4, 2022  
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Lisa Ketchum

Jan 4, 2022  
Date

  
Mary Hankins