

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS MILL VALLEY CHAPTER NO. 360  
AND  
MILL VALLEY SCHOOL DISTRICT**

This memorandum is agreed between Mill Valley School District and the California School Employees Association and its Mill Valley Chapter No. 360 (together “CSEA”) concerning the impacts and effects of resumed District operations under post-COVID 19 conditions.

The District and CSEA recognize the importance of adhering to state and county health orders put forth to support students, staff and community health. In the reopening of schools, the parties agree to the principles of fostering student learning and progress, maintaining positive, healthful learning environments, supporting emotional health of all community members, and caring for most vulnerable populations. In their commitment to these principles, the parties have worked together and developed the agreement detailed below:

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement between the Parties that are in conflict 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. This MOU supersedes the parties’ April 10, 2020 Response to COVID-19 MOU.

**Safety and Personal Protective Equipment**

- The District agrees to maintain physical distancing standards in school facilities and vehicles, including but not limited incorporating the following concepts:
  - The District shall ensure that employees can maintain physical distancing to the extent possible. Physical guides such as tape on floors, or signs will be implemented.
- Limit the number of people in all campus spaces to the number that can be reasonably accommodated while maintaining the face covering guidelines and appropriate physical distance between individuals, per Marin County Health Department guidance.
- Install plexiglass shields in the front office areas of all district schools and provide portable plexiglass shields for use in student assessments and other one-to-one interactions between staff and students.
- Designate specific routes for entry and exit.
- Install new air filters in all HVAC systems with rating no lower than MERV-13, adjust all HVAC systems to allow for maximum outside air intake, test all HVAC systems to ensure proper function, and provide adequate ventilation in all areas.
- The District shall provide sufficient protective equipment to comply with Marin County Health Department guidance for students and staff appropriate for each classification or duty, relevant to Cal/OSHA requirements. Protective equipment includes, but is not limited to:
  - For all staff:
    - face covering, face shields, “humanity shields” with attached bibs, disposable gloves and hand sanitizer.
  - Additional PPE for or staff engaged in symptom screening:
    - Disposable paper gowns and no-touch thermal scan thermometers.
  - Additional PPE for front office staff:

- plexiglass barriers, disposable paper gowns and no-touch thermal scan thermometers.
- N95 masks for use when providing care to sick or injured students.
- Additional PPE for custodial staff:
  - Surface cleaning equipment required for use of cleaning agents provided.
  - Sanitization safety equipment recommended for COVID-19 sanitization procedures or required for use of sanitizing agents provided (N95 masks, disposable gowns, disposable gloves, face shields, protective eyewear).
- Additional PPE for Instructional Aides:
  - Disposable gowns as requested for use during one-to-one student contact.
- The District will develop reasonable staffing plans to ensure increased frequency of routine cleaning and disinfecting.
- The District shall ensure sufficient supplies of approved hand sanitizers, soap, and paper towels. The District will provide employees with opportunities to meet handwashing frequency guidelines.
- Signs will be posted by the District in visible locations throughout various worksites messages that promote everyday protective measures and describe how to stop the spread of germs (such as properly washing hands and wearing a face covering.)
- The District agrees to maintain an updated Injury and Illness Prevention Plan (IIPP) to address unique circumstances during COVID-19 crisis, and agrees to make updates accessible to employees.
- The District will determine a management-level COVID-19 point person and designee for the District, and for each work site. The District shall inform CSEA of the initial and any subsequent changes in these point persons within 48-hours of appointment/designation by the District.
- The District shall develop uniform protocols for each school to follow regarding how to deal with students exhibiting symptoms of COVID-19, including but not limited to proper utilization of isolation room(s) and student management until the child is picked up by a parent or guardian.
- The District will provide training and information to all bargaining unit employees in safety protocols, public health measures, hygiene, and sanitation to help prevent the spread of the virus.

**Entry to District School/Work Sites**

- The District agrees to develop a plan to minimize access to campus, and limit non-essential visitors, facility use permits and volunteers.
- The District agrees to maintain specific plans for health screenings and clear standards in accordance with state or local public health guidelines. Safety screenings and any necessary medical examinations are strictly limited to COVID-19 and will not be used to inquire into other medical conditions. Screening records shall be kept confidential.

**Reporting Unsafe Conditions or Work Issues Related to COVID-19**

In the interest of workplace health, any employee may report, in writing, any unsafe condition in the working environment or work issue related to COVID-19 to the immediate supervisor and/or designated COVID-19 point person either at the site or for the District.

**Testing and Tracing**

The District will inform CSEA as soon as practicable regarding positive COVID-19 employees or students consistent with local public health guidelines.

COVID-19 testing for employees pursuant to public health orders or other directives and according to the schedule provided by such agencies will be done at no cost to employee.

### **Leaves and Accommodation:**

Except as otherwise provided in this MOU, the leave policies, practices and requirements in the Parties' collective bargaining agreement continue to apply.

- Families First Coronavirus Relief Act (FFCRA expires December 31, 2020)
  - For unit member self-care:
    - A unit member shall use up to 10 days of available federal paid sick leave under the FFCRA if the member (1) is unable to work due to government issued quarantine or isolation order related to COVID-19, (2) has been advised to self-quarantine by a healthcare provider related to COVID-19 and is unable to work, (3) is experiencing symptoms of COVID-19 and is seeking diagnosis and is unable to work. The District may request verification prior to placing a unit member on paid leave.
  - For unit members to care for others:
    - A unit member may use up to 10 days of available federal paid sick leave under the FFCRA if the member is unable to work due to the need to care for (1) a minor child due to a COVID-19 related school closure, (2) an individual subject to government issued quarantine or isolation order related to COVID-19, (3) an individual who has been advised to self-quarantine by a healthcare provider related to COVID-19, or (4) an individual who is experiencing symptoms of COVID-19 and is seeking diagnosis. The District may request verification prior to placing a unit member on paid leave.
- Leave of Absence for Unit Members At-Risk of COVID-19 Exposure
  - In the event a bargaining unit member is unable to return to on-site work because either they or someone in their household is at high risk for illness or infection associated with COVID-19, and an alternate or remote assignment is unavailable to them, such member shall use accumulated sick leave and other available paid leaves.

District will initiate the interactive process for employees whose physician designates them as “high risk” or “vulnerable” to COVID-19 symptoms. Employee seeking accommodations under this clause will provide to District written verification from a health care provider.

### **Return**

- All classifications of employees are directed to return to work on site pursuant to the regular work calendars for 2020-2021. However, some classified employees may be able to complete their work remotely, as determined by the District. The determination to work remotely will be based on whether work from home will enhance the employee's ability to carry out job duties.
- By an employee requesting to work from home, the employee agrees that this will positively impact their job and not negatively impact personal health and wellness to perform the work.

- The employee will follow the hours and schedule for remote work or in person as provided by their supervisor and will not be compensated for any work done beyond normal hours. No overtime or compensatory time will be allowed in the remote work setting.
- Members interested shall apply within 3 days of ratification on the google form distributed by the District.
- The member shall consult with their supervisor. The supervisor will make a recommendation for approval or denial to the Superintendent. The Superintendent shall meet with the chapter president of the membership to discuss decisions, if needed. Final approval will be made by the Superintendent.
- The District reserves the right to revoke work at home. The district reserves the right to reassign members to support students and staff on site.
- Resources are available at the site, and no additional resources will be reimbursed. With supervisor approval, members may use school resources for at home work. Access to the classrooms and sites is open and available to staff.
- Remote assignment may be approved, not to exceed, through Oct. 5. Extension at that time will be considered if work continues to meet student needs.

#### Alternative Duties

- The District and CSEA acknowledge that California Education Code §45101(a) requires that all classified positions have set duties. However, due to the current unforeseen and unprecedented nature for the current conditions CSEA and the District recognize that some CSEA bargaining unit positions may be asked to perform additional set duties not currently contained within their current job description. Supervisors will provide members with alternate duties. The parties agree that the assigned duties will be of temporary duration and the District will make reasonable efforts to disperse the work across classifications as equitably as possible.
- Additional duties shall be as assigned and include but not be limited to the following:
  - Reading & Math Program Specialist (RAMP): May be asked to help wipe down and disinfect items in classroom on a regular basis in order to maintain cleanliness; this does not include mopping, vacuuming, or other custodial tasks. Assist in on-line instruction including real-time meetings with students via interactive technologies (District to provide technology, including computer and camera, and internet as needed).
  - Physical Education Instructor – Elementary: May be asked to help wipe down and disinfect items on the yard, including balls and other exercise equipment, on a regular basis in order to maintain cleanliness; this does not include mopping, vacuuming, or other custodial tasks. Provide in-class stress management and mindfulness exercises for students and/or support social/emotional learning routines/curriculum. Assist in on-line instruction including real-time meetings with students via interactive technologies (District to provide technology, including computer and camera, and internet as needed)).
  - English Learner Specialist: May be asked to help wipe down and disinfect items in classroom on a regular basis in order to maintain cleanliness; this does not include mopping, vacuuming, or other custodial tasks. Assist in on-line instruction including real-time meetings with students via interactive technologies (District to provide technology, including computer and camera, and internet as needed)).
  - Building/Grounds Maintenance: Installation and maintenance of COVID-19 related fixtures on work sites. May be asked to perform additional maintenance (with proper training) on HVAC system.
  - Courier: Daily clean high touch areas of delivery vehicle, and working space in mail room.
  - Administrative Assistant Elementary/ Middle School: May be asked to enter data relating to daily COVID-19 student surveys and temperature check records to District Office as required.
  - Administrative Assistant Registrar/Data Processor: May be asked to enter data relating to daily COVID-19 student surveys and temperature check records to District Office as required. May be asked to make changes in the master schedule if current classes for scheduling are divided into smaller sections for cohorts or if a hybrid model is implemented. Changes to the master schedule will be required to be adjusted as the school year evolves.

- Food Services Coordinator: May be asked to designate delivery instructions for boxed meals being sent to classrooms. May be asked to deliver meals to classrooms.
- Administrative Assistant Student Services: May be asked to contact parents regarding the health status of their students, including notifications regarding potential exposure to COVID-19, quarantine correspondence, tracking quarantine compliance and return to school invitations. Monitor students in isolation rooms. Participate as needed in daily health screenings and/or temperature checks.
- Health Specialist: Wellness checks of students and/or staff who are placed in isolation during a school day; monitor isolation room(s). Communication with parents about the current health of their student(s) who are on campus. Create and maintain database of students/staff with underlying health conditions for notification of any cohort/school closure. May be asked to contact parents regarding health of their student, including notifications regarding potential exposure to COVID-19, quarantine correspondence, tracking quarantine compliance and return to school invitations. Assist with daily health screenings and/or temperature checks. Health Specialist will not be asked to perform any nursing duties, regardless of whether he/she is a licensed nurse.
- Custodian: May be asked to perform additional deep cleaning tasks associated with COVID-19 prevention, including but not limited to electrostatic/fogging (provided equipment and instruction are provided).
- Instructional Assistant Special Ed: May be asked to help wipe down and disinfect classrooms on a regular basis in order to maintain cleanliness; this does not include mopping, vacuuming, or other custodial tasks. Monitor students in isolation rooms. Assist in on-line instruction including real-time meetings with students via interactive technologies (District to provide technology, including computer and camera, and internet as needed)).
- Library Media Assistant: May be asked to deliver books from library to classrooms; sanitize books before being sent out, and after being returned to the library, including tracking decontamination waiting periods for various library media. Provide library instruction in classrooms and to remote learning students, including via interactive technology.
- Campus Supervisor/Middle School: May be asked to perform temperature checks of students, log and report the same. May be asked to help maintain social distancing between students/students and staff, and ensure students are wearing face coverings pursuant to public health recommendations/orders. May be asked to accompany students who must leave the classroom to go elsewhere on campus, meet with a parent for early pickup, and bio-breaks.
- Instructional Assistant: May be asked to help wipe down and disinfect classroom on a regular basis in order to maintain cleanliness; this does not include mopping, vacuuming, or other custodial tasks. Assist in on-line instruction including real-time meetings with students via interactive technologies (District to provide technology, including computer and camera, and internet as needed)).
- Instructional Assistant – Kindergarten: May be asked to help wipe down and disinfect classroom on a regular basis in order to maintain cleanliness; this does not include mopping, vacuuming, or other custodial tasks. Assist in on-line instruction including real-time meetings with students via interactive technologies (District to provide technology, including computer and camera, and internet as needed)).
- Instructional Assistant – Library: May be asked to deliver books from library to classrooms and assist in sanitization of returned books and documentation of decontamination periods.
- Office Aide: May be asked to contact parents/guardians about picking up their student who is exhibiting symptoms of COVID-19. Monitor students in isolation rooms.
- Copier Aide: May be asked to assist with health screenings and/or temperature checks of students, log and report the same.
- Yard Supervisor: May be asked to perform temperature checks of students, log and report the same. May be asked to accompany students who must leave the classroom to go elsewhere on campus, meet with a parent for early pickup, and bio-breaks.
- Technology Support Specialist: Sanitize equipment before issuance and upon return. Support distance learning via technology

- Executive Assistant to Director of Student Support Services & DO: May be asked to enter data relating to daily COVID-19 student surveys and temperature check records.
- Accounts Technician: Process any additional purchase orders for COVID-19 related supplies, including but not limited to fixtures and PPEs.
- Administrative Assistant DO: May be asked to report data relating to daily COVID-19 student surveys and temperature check records to State and/or County agencies as required.
- Systems Administrator: Support distance learning
- Systems Administrator II: Support distance learning
- Systems Administrator III: Support distance learning

The parties agree that COVID-19 related safety tasks are to be given priority over other duties. Bargaining unit members will not be disciplined or negatively evaluated when workload from performance of these COVID-19 related duties impacts their ability to complete other, lower priority duties during their regular work shift.

- A list of Custodial duties in order of priority for daily performance will be developed and provided to each Custodian. Custodians are to work down the list of priorities. If the complete list of duties cannot be accomplished in the regular workday, the Custodian is to report to their supervisor which of the priorities were not accomplished before the end of their shift. Management may offer Overtime pursuant to Art. 7.8.1 through 7.8.8, inclusive, of the Collective Bargaining Agreement if more priorities must be completed than can be completed in the regular workday. Custodians will record daily cleaning and disinfection for each classroom, workspace and restroom. Parties will jointly develop the forms.
- The District and CSEA agree this is a temporary solution to a current need and shall not be considered a waiver of CSEA's rights to negotiate the transfer of duties as required by law. This also shall not be considered precedent setting for either party.

**Curtailement of Operations**

Should the District close any school sites or work locations, or any District operations are curtailed due to the coronavirus epidemic, the District may offer alternative work to continue to pay bargaining unit members. Bargaining unit members shall not suffer any loss of pay or benefits relative to their regular schedules if the closures or curtailments prevent an employee from being able to perform their regular duties or alternative duties offered by the District provided that members must be available to work.

**Information and Further Negotiation**

The District will share with CSEA all new information it receives from local health authorities about COVID-19 epidemic. The District will inform CSEA, in writing, prior to any changes in operations and will negotiate effects on terms and conditions of employment, including occupational health and safety.

**Compliance with further governmental orders**

The parties recognize that the COVID-19 epidemic is evolving and so is governmental response. The parties will comply with further state or federal legislation or orders as they affect the terms and conditions of employment of bargaining unit employees and will bargain as needed over the effects of such further directives.

Non-Precedent Setting: This MOU Agreement shall not be precedent setting nor form any basis for a past practice.

**Duration of Agreement:**

This agreement shall remain in effect through June 30, 2021 or when a return to traditional in class instruction is approved by the local health department, whichever is sooner.

**Violations of Agreement:** Any alleged violation, misinterpretation, or misapplication of the terms of this MOU shall be subject to the grievance and arbitration provisions of Article 11 of the CBA.

Dated:

By:  
For District

Dated:

By:  
For California School Employees Association

Dated:

By:  
For California School Employees Association