

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
MILL VALLEY SCHOOL DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS
MILL VALLEY CHAPTER 360**

This memorandum is agreed between Mill Valley School District (“District”) and the California School Employees Association and its Mill Valley Chapter 360 (together “CSEA”), to address the District’s response to the coronavirus (COVID-19) epidemic.

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 District and CSEA further recognize the importance of continuing to provide high-quality educational opportunities and school meals to children in need.

To these ends, the District and CSEA agree to the following:

Terms applicable to all Bargaining Unit Members

- 1) During the school closure, all classified employees will continue to receive pay and benefits relative to their regular schedules for the period of closure. Unit members are required to be able to access and to respond to District Communications during this time. Unit members are expected to answer their phone calls, text messages and emails from their supervisor or district representative without additional pay. Unit members shall perform work remotely, as directed by their supervisor during their usual working hours. pursuant to the shelter in place order, when such work is assigned and when provided the necessary equipment for performing the work; members may accept alternative assignments when offered by the District, i.e., work in Pop Up Day Care Centers.
- 2) Pursuant to Title 1, Section 3100 of the California Government Code, all government employees are considered Disaster Service Workers. Unit members serving as a Disaster Service Worker shall not be required to perform the duties of their current assignment and shall perform their Disaster Service Work as directed by the appropriate authority consistent with all applicable laws, regulations, and agreements governing Disaster Service Workers. With regard to Disaster Service Work, i.e. Pop-Up Day-Care Center Work, the District will first seek volunteers to fill needed positions. In the event that the need for disaster relief workers at such Pop Up Day Care Centers is greater than the number of bargaining unit members who volunteer, the District may assign qualified classified bargaining unit personnel except those who belong to populations deemed by the State as uniquely vulnerable to the effects of the virus. The District shall reimburse employees for the mileage of any employees driving to these sites at the prevailing IRS mileage rate to the extent such a trip exceeds the employees usual commute to work at a District work site.
- 3) The District recognizes that some working bargaining unit employees may request time off, due to coronavirus related reasons (e.g. closure of child’s school, issues with caregiver provider, etc.) to care for children and/or health-compromised family members at home. The District shall liberally

authorize the use of sick leave, then other paid leaves for this purpose. During school closure, unit members will be entitled to use the applicable leave provisions in the collective bargaining agreement and any additional paid leave mandated by the state or federal government, including HR 6201 in the Families First Coronavirus Response Act. Unit members who were on extended leave prior to the school closure will remain on that leave and access their available leave balance in accordance with applicable contractual and legal regulations pending release without restrictions by their physician. Unit members who are released to return to work without restrictions by their physician during school closures will be returned to work.

This MOU is valid through May 30, 2020, except as provided otherwise herein. If the need for this MOU as it relates to COVID-19 extends beyond May 30, 2020, the parties will review and extend this agreement with or without revisions. If Governor Newsom's March 19, 2020 Executive Order N-33-20 calling for California residents to stay at home and if the Marin County March 16, 2020 Shelter in Place Order (together, "the Orders") are rescinded prior to May 30, 2020, the MOU will terminate as of the date both Orders are rescinded. If either Order is superseded or amended in a way that impacts items within this MOU, the parties will meet and negotiate the changes at the request of either party.

Should any changes be made to the Governor's Executive Order and/or Marin County Health Officer Order, the Parties will meet and negotiate upon request of either Party. Both Parties agree that this MOU may be signed in counterpart.

This MOU is non-precedent setting. In the event the State of California or Federal Department of Education (FDE) imposes alternative requirements for schools in response to COVID-19, the parties agree to initiate negotiations on the impacts. The parties understand the COVID-19 pandemic is an extremely fluid situation and mutually agree to review the provisions of this MOU and make any necessary modifications consistent with local, state, and federal mandates. The parties agree to initiate negotiations upon a change to working conditions. The parties may extend this MOU by mutual written agreement.


In the event that the District seeks to change the current status of work remotely during the continuation of the shelter in place as per the Marin County Health Officer and Governor's directives, the District shall provide notice to CSEA (email to Chapter President and Labor Relations Representative) and an opportunity to bargain on subjects including:

- A. Potential safety issues, including but not limited to possible updated training on COVID-19 prevention in the workplace, provision of Personal Protective Equipment if necessary, and possible restrictions on movement between sites;
- B. Potential hazard pay; and
- C. Potential limits on hours to be worked on sites.


Suzi Andrews, CSEA President *Chap 360*

For the Association

April 10, 2020 Date


Superintendent Kimberly Berman

For the District

April 10, 2020 Date