

**MEMORANDUM OF UNDERSTANDING BETWEEN
MILL VALLEY SCHOOL DISTRICT AND
MILL VALLEY TEACHERS ASSOCIATION
REGARDING FULL REOPENING TO IN-PERSON LEARNING**

The Mill Valley School District ("District") and the Mill Valley Teachers Association ("Association"), known jointly as "the Parties," agree to the following:

Unless otherwise noted below, the provisions of this MOU shall supersede the August 8, 2020 MOU between the parties if any provision contained in this MOU conflicts with any provision in the August 8, 2020 MOU or the collective bargaining agreement ("CBA") regarding school opening during the 2020-2021 school year when the District is offering full-time in-person instruction for the duration of this MOU, or until modified by mutual agreement of the Parties. 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.

In order for teachers to prepare for the transition to full in person learning, at least two school days prior to a full in person return will be asynchronous learning days for students.

A. Conditions for Opening Full In-Person Class Sizes

Prior to reopening full in-person class sizes at a school site, all of the following conditions shall be met:

The Parties affirm that Mill Valley School District will comply with California Department of Public Health (CDPH) requirements by adhering to all Marin Health and Human Services (MHHS) guidance. School districts must comply with state requirements, and local MHHS must adhere to CDPH guidance and may only implement guidelines that are consistent or more restrictive, not less. Therefore, the district will use primarily MHHS guidance in decision making and reference throughout the MOU while also adhering to CDPH requirements.

1. The parties certify through mutual agreement that all staff have been offered vaccination on March 6, 2021 and March 13, 2021. Second doses are confirmed for March 27, 2021 and April 3, 2021. The District will accommodate unit members who elected to take vaccinations on the second set of dates as requested through the interactive process.

a. Unit members shall attest that they have had the opportunity to be vaccinated or that they are declining to be vaccinated. A lack of a response from a unit member shall not preclude the District from opening full in-person class sizes.

2. The Parties affirm that due to the opportunity for all unit members to be fully vaccinated according to section A(1) of this MOU, full in-person classes may resume in accordance with state and county public health guidelines and all agreements between the Parties no sooner than April 12, 2021.

B. Full In-Person Class Sizes & Physical Distancing in Classroom

1. A full in-person class size may contain the number of students in a regular class size according to the CBA so long as physical distancing is maintained or, if unable to maintain physical distancing requirements with a full class size, the size of the class shall be limited to the maximum number of students possible while maintaining physical distancing requirements in sections B(2) and B(3) below.

a. The District shall calculate the maximum capacity of all workspaces while maintaining physical distance and workspace distance requirements.

2. Unit member workstations shall be six (6) feet from other staff and student workstations. Unit members may voluntarily assist students in close proximity of less than six (6) feet for limited periods of time.

3. The District will follow CDPH requirements and MHHS guidance for the distancing of student workstations.

C. Stable Groups

1. For elementary schools, stable classroom groups (up to standard class size at each respective grade level) shall be maintained throughout each school day. Limited mixing of students for the purposes of student support services is permissible as long as accurate attendance data is maintained on a daily basis. For middle school, larger stable groups made up of students from more than one classroom may be arranged as long as accurate attendance data for students and adults is maintained on a daily basis while avoiding school wide mixing of students and staff.

2. The District shall develop schedules at all school sites and grade levels to implement stable groups, that incorporate requirements for implementing stable groups.

3. School staff are permitted to visit and instruct more than one classroom group, following physical distancing and face covering protocols, and must document/record visits to classrooms that are not identified as their primary classroom. Seating charts and attendance records will be maintained.

a. Band, choir, performing arts, physical education, and other classes or activities where there is increased likelihood for transmission from contaminated exhaled aerosols are permitted provided that all CDPH requirements and MHHS guidelines are followed.

D. Face Coverings

1. All individuals age 2 or older, including all students in grades PK-8, are required to wear face coverings at all times while at school or District facilities, unless exempted.

a. Individuals are exempt from wearing a face covering if they have a medical or mental health condition or disability that would impede them from properly wearing a face covering, those with a communication disability, or when it would inhibit communication with a person who is hearing impaired. This should be verified in writing from a medical professional, member of the school IEP team, or the school counselor.

2. The District shall provide a face covering to all individuals coming on to a school campus who are without a face covering.

3. If a student refuses to wear a face covering, the following steps will be taken:

1. The teacher will remind the student to put the mask on.
2. The teacher will ask the student to put the mask on and explain reasons for wearing a mask.
3. The student will be asked to move to a safe space outdoors to take a mask break.
4. If refusal to wear a mask continues, the site administrator will be notified and work with the student.
5. The parent/caregiver will be contacted to collect their child.

Unit members shall not have non-exempt students who refuse to wear face coverings in their classrooms or assigned workspaces.

E. Physical Distancing Outside the Classroom

1. School schedules shall be developed and revised as necessary to reflect most current CDPH requirements and Marin Health and Human Services guidance.

2. The District shall develop schedules to provide student meals in a safe manner that incorporates the requirements for meals found in the CDPH and MHHS documents. Students will eat outside unless a temporary circumstance arises in which it is impossible to do so.

F. COVID-19 School Testing

1. All bargaining unit members shall be provided the opportunity for local COVID-19 testing at no charge as required by CDPH and MHHS guidance.

G. Symptoms at School, Quarantine, and School Closure

1. The District shall comply with all health screening, isolation on campus of symptomatic individuals, quarantine of individuals or small groups, and school closure requirements of CDPH and MHHS.

2. If a classroom is placed in quarantine, or if a school is closed due to an outbreak, the quarantined or closed classroom(s) shall transition to temporary distance learning instruction during the period of the quarantine or school closure. If a classroom teacher or teachers are unable to teach class due to COVID-19 illness, then class shall be instructed by a substitute teacher.

3. Unit members who are exposed to a confirmed COVID-19 case or who test positive for COVID-19 shall comply with all quarantine and testing requirements of both CDPH and MHHS.

a. Unit members whose date of exposure or date of a COVID-19 positive test occurred within 14 days of having worked in-person at a district school site shall have no loss of accrued sick leave for time spent under quarantine.

b. Unit members, if able to do so, shall provide instruction or their services virtually during quarantine. In the event a class of students remains in-person, with a teacher under quarantine, the district shall provide appropriate staffing to work with students in-person while the unit member provides instruction virtually, with no loss of compensation to the unit member.

4. Any individual who is not vaccinated for medical reasons may submit medical verification for accommodation and request an interactive process for quarantine purposes.

H. Distance Learning for the 2020-2021 School Year

1. Distance learning for the 2020-2021 school year shall continue under the terms of the August 8, 2020 MOU and shall not be modified by this MOU.

I. Student Academic and Social-Emotional Supports

1. The Parties recognize the need to address the impacts that the pandemic and extended distance learning has had on students and their families.

J. Maintenance of Health and Safety Requirements

1. The District shall maintain through the 2021-2022 school year all health and safety provisions regarding ventilation, handwashing, PPE, cleaning and disinfecting, in-person gatherings, and COVID-19 screening during the 2020-2021 school year for as long as these provisions are consistent with either CDPH or MHHS public health requirements.
2. A School Site-Specific Protection Plan (SSSPP) outlining the above measures is completed, posted and updated on school or district websites as a component of their COVID Safety Plan (CSP) and shared with all staff and families. Schools should update SSSPPs as state and local Public Health guidance changes.
3. The District shall comply with both the California Department of Public Health requirements and the guidelines and recommendations from Marin Health and Human Services. The District may also comply with guidelines and recommendations from the Centers for Disease Control ("CDC").
 - a. When both the CDPH and the MHHS requirements are adjusted to provide a new standard of safety, the Parties agree to incorporate the new requirements into practice as written and signed amendments to this MOU.

K. Leaves

1. If the State or Federal governments extend or create new leave rights similar to the Families First Coronavirus Relief Act ("FFCRA"), then the district will comply with the law.

L. Duration

1. Other than provided for in J(3)(a), the Parties may only amend this agreement through mutual consent of both Parties.
2. All provisions of this MOU are subject to the negotiated grievance procedures in the CBA.
3. This MOU shall expire in full without precedent on July 31, 2021 unless shortened or extended by mutual written agreement of the Parties.

TENTATIVE AGREEMENT

FOR THE ASSOCIATION:

[Redacted Signature]

Linda Brune,

Date 3/30/21

FOR THE DISTRICT:

[Redacted Signature]

Dr. Kimberly Berman

Date March 31, 2021