

Addendum to Memorandum of Understanding
Between
California School Employees Association and its Mill Valley Chapter No. 360
And
Mill Valley School District

This addendum is agreed between the Mill Valley School District and the California School Employees Association and its Mill Valley Chapter No. 360 (together "CSEA") to update the Memorandum of Understanding related to COVID-19 which was agreed July 30, 2020, and which expires on June 30, 2021 in recognition of changing conditions, and changes in laws:

Expansion of On-Site Work

The parties agree that the current cohort model of operation shall not be changed in favor of full class size, five days per week, until 10-days after all in-person CSEA bargaining unit members have first been offered and had the opportunity to receive *both* the first and second doses of COVID-19 vaccine.

Masks

In accordance with laws, rules and regulations, including the California Department of Education ("CDE"), California Department of Public Health ("CDPH") and MHHS recommendations, and Governor's order(s), the District shall require every person on site, including students, parents and visitors to properly wear a face covering.

The following are exceptions to the face coverings requirement pursuant to CalOSHA Emergency Temporary Regulations:

1. When an employee is alone in a room.
 2. While eating and drinking at the workplace, provided employees are at least six feet apart and outside air supply to the area, if indoors, has been maximized to the extent possible.
 3. Employees wearing respiratory protection in accordance with section 5144 or other title 8 safety orders.
 4. Employees who cannot wear face coverings due to a medical or mental health condition or disability, or who are hearing-impaired or communicating with a hearing-impaired person.
 5. Specific tasks which cannot feasibly be performed with a face covering. This exception is limited to the time period in which such tasks are actually being performed, and the unmasked employee shall be at least six feet away from all other persons unless unmasked employees are tested at least twice weekly for COVID-19.
- NOTE: CDPH has issued guidance for employers that identifies examples when wearing a face covering is likely not feasible.

Social Distancing

Lunch Time: CSEA supports staggered lunch periods to enhance social distancing.

Staff whose work necessitates being closer than six-feet from a student during the work day: The parties recognize that certain classifications, e.g., Instructional Assistant, Instructional Assistant Special Ed, RAMP, Health Specialist, may by necessity have to work in closer proximity to a student than six-feet. The parties agree that the aggregate time per day when this occurs for any individual shall not exceed recommended guidelines for close contact work per day whenever practicable. During periods of close contact, PPEs shall be required for the bargaining unit member *and* the student, unless counter indicated by a health care provider based on a medical condition. Face coverings shall not be required for students or staff if there is a medical or behavioral reason for not wearing a face covering. This should be verified in writing by a medical professional, member of the school IEP team, or the school counselor.

Alternative Work-Stations: Whenever practicable, alternative work stations shall be created for Instructional Assistants to maintain six feet of social distancing from adult to adult and adult to student, and to minimize contact with multiple, small student groups, e.g., student pull outs, work tables in hall ways, workroom, multipurpose rooms, libraries, etc.

Leaves

If a federal relief package either extends or creates new leave rights similar to the Families First Corona Virus Relief Act ("FFCRA") prior to the expiration of the MOU, then the district agrees to retroactively apply those rights to January 1, 2021 and will restore sick leave and differential pay deducted from the employee to the extent such leave is available for that purpose.

The parties further agree that those who have been quarantined by Public Health as a result of contact tracing and are awaiting clear test results to return to work on-site shall be permitted to work from home as directed by the district. Those who have symptoms of COVID-19 that require them to stay home, but who can otherwise work, shall, to the extent possible, be permitted to work from home so long as they have provided a note from a health care provider confirming their fitness for work from home and/or listing any limitations.

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The remainder of the July 30, 2020 MOU regarding COVID-19 and reopening work sites remains in full force and effect.

_____/ March 15, 2021

Kimberly Berman
Superintendent

Suzi Andrews
CSEA Chapter President

Ratified: 3/19/21 _____

Stan Bransgrove
Labor Relations Representative