

**Memorandum of Understanding  
Between  
The California School Employees Association and its Petaluma Chapter No. 212  
and  
Petaluma City Schools**

This memorandum is agreed between the California School Employees Association and its Petaluma Chapter No. 212 (together "CSEA") and the Petaluma City Elementary and Joint Union High School District ("District") concerning the impacts to bargaining unit members' schedules in resumed hybrid instruction under coronavirus pandemic conditions.

The parties acknowledge that pursuant to the California Education Code, the workweek and workday must be set for all CSEA employees and that any increase, decrease or other alterations to hours and schedules must be negotiated with CSEA.

CSEA and its bargaining unit members acknowledge the coronavirus pandemic is unprecedented and flexibility in work hours is necessary as the District returns to instruction in a hybrid model.

The parties acknowledge that a CSEA employee may not be able or willing to accommodate the District's requested change in work schedules. In order to meet the needs of students, the parties agree as follows:

1. The District will make every effort to maintain the same or similar work hours/schedule for its classified employees. When requesting schedule changes, the District will make it clear to employees that any changes are voluntary and the employee will not face any negative consequences for declining.
2. If the District requests modifications in workweeks or workdays, it must receive the employee's consent before any such changes take effect.
3. If an employee is unable or unwilling to change their workweek or workday the District will accommodate their needs and they will retain their original work hours, workweek and shift.
4. Employees who work additional time in excess of their usual schedule at the request of the District shall be compensated in accordance with the CSEA contract and Education Code.
5. The District will seek bargaining unit volunteers to monitor isolations rooms (for students isolated because of possible exposure to COVID-19). The District will provide a stipend of three (3) dollars per hour for bargaining unit members who volunteer to monitor an isolation room, or are asked to conduct temperature checks or COVID-19 wellness assessments in accordance with the Districts' Covid Safety Plans. These bargaining unit members will receive additional PPE, including but not limited to N95 masks, face shields, isolation gowns and

disposable gloves, as described in the Districts' CSPs. Refusal to monitor an isolation room and/or sick students will not be cause for discipline, negative evaluations, or any other adverse action. The CSEA member shall be responsible for tracking their time and turning in a pay claim at the end of each month.

- 6. This MOU and employees' consent to schedule changes expires at the end of the school year, June 4, 2021. After such time, employees will revert to their pre-pandemic schedules and duties.
- 7. Both parties acknowledge that pandemic circumstances continue to evolve and agree to reopen this MOU if conditions warrant.
- 8. Any violation of this MOU is subject to the grievance procedure, Article (16) of the parties' Collective Bargaining Agreement.

The parties agree to this MOU through June 30, 2021 and the existing Collective Bargaining Agreement remains in full force and effect.

For CSEA

For Petaluma School District

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Loretta Kruusmagi, Chief Negotiator

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Matthew Harris, Assistant Superintendent of Human Resources

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Peggy Bove, President

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Chris Thomas, Chief Business Official

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Lori Carter, Labor Relations Rep.

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Date

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Date