

**MEMORANDUM OF UNDERSTANDING BETWEEN
PETALUMA CITY (ELEMENTARY) AND JOINT UNION HIGH SCHOOL DISTRICTS
AND
PETALUMA FEDERATION OF TEACHERS**

The Petaluma City Schools District (“District”) and The Petaluma Federation of Teachers (“PFT”), jointly known as the Parties (“Parties”), agree to the following Memorandum of Understanding (“MOU”) regarding the impact to working conditions due to COVID-19 and the transition from Distance Learning to Hybrid Instruction during the 2020-21 school year:

As of the date of this MOU, the Parties recognize that the COVID-19 pandemic necessitates significant modifications to the operation of schools to minimize the health risks associated with COVID-19 infection for all students, staff, and their families, while also providing equitable access to education for students.

The parties recognize that schools are critical to daily life and that collaboration between local public health, education officials, and educators is the best means to determine and balance competing concerns surrounding school reopening decisions.

The Parties acknowledge that staff and students may need to self-quarantine, become isolated, and/or the District may need to close a stable group(s) or close school(s) on an emergency basis to slow the spread of infection and illness arising from COVID-19 during the 2020-21 school year.

As a minimum standard, the District shall adhere to the most recent COVID-19 guidelines issued by the Sonoma County Public Health department. The parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to these guidelines.

The parties have a closed collective bargaining agreement that runs through the 2021-22 school year. The District is entitled to rely on that bilaterally created document, except as specifically set forth in this MOU.

The parties agree to the following:

1. Personal Protective Equipment (PPE)

The District shall provide the following PPE to all certificated employees:

- Disposable masks - 2-ply or greater (students and adults)
- Reusable face shields
- Aprons, where applicable
- Disposable gloves, where applicable
- Disposable gowns, where applicable

In-lieu of using District-provided PPE, unit members may bring their own PPE, so long as the PPE complies with public health guidelines and provides equivalent or better protection to the PPE provided by the District.

For unit members who have a doctor's note stating they are unable to wear a mask, face shields with neck drapes tucked into the shirt may be used as an alternative, however either a mask or face shield with drape needs to be used at all times.

2. Classroom / Workspace Protections / Cleaning Protocols

The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19. Additionally, the parties recognize that the use of hand sanitizer is another option to minimize the spread of COVID-19.

The District shall provide and restock as needed the following items in each classroom:

- A hand sanitizer dispenser
- Alcohol-based wipes
- Desktop plexiglass shield, upon request
- Rolling plexiglass wall, upon request

As part of the CSP, the District will make available the cleaning and sanitizing protocols at each site.

3. Isolation Tent(s)

The District shall provide an isolation tent(s) on each campus in the event a student shows symptoms consistent with COVID-19, with the following protections:

- Disposable masks
- Face shields
- Aprons
- Disposable gloves
- Disposable gowns

4. Air Filtration

The District shall monitor and ensure that HVAC systems are functioning properly and that filters are changed at least twice per year.

In addition, the District shall:

- Provide an AIRrow Light 2000 UV-C Air Treatment System or comparable system, with extension cord for each standard-sized classroom

5. **Sound Amplification**

The District shall provide an amplification system for each general education (larger) or SDC classroom setting, upon request

6. **Elementary Model**

The Parties will work in collaboration with PFT to develop the best possible schedule for students and teachers. The District will assign up to 8.6 FTE of specialists as needed (BRTs, Reading Specialists, and Spanish teachers) or long-term substitutes into regular teaching assignments as appropriate, in order to decrease the number of teachers needed to teach both hybrid and distance learning in the same assignment.

Depending on student requests, some teachers may be assigned to teach two models in the same day - In-person, Hybrid Instruction in the morning and Distance Learning in the afternoon (or vice-versa). If a teacher is assigned to teach both models, the Parties agree that those teachers will be compensated with a stipend of \$1,440 (based on 6 hours per week at the extra duty rate), which will be paid in one lump sum on the June 10th Supplemental payroll. This additional compensation is in recognition of the extra time needed to prepare for two different models of instruction in general education elementary classroom configurations only, during the 8-week transition period through June 7, 2021.

In the event that a change leads to a dual assignment, a district administrator and PFT representative will assist the site team to reach a final determination. If no resolution can be reached, a teacher may be reassigned to another grade level or site determined by the district.

7. **Return Dates**

Per Amended Board Resolution 2021-14, the Parties acknowledge the first day of in-person, hybrid instruction for Elementary, Identified Special Education Cohorts (SDC and SoCC), and ELD cohorts is April 12, 2021. The Parties acknowledge that the first day of in-person, hybrid instruction for Secondary is April 19, 2021 so long as Sonoma County is in the red tier.

The Parties acknowledge that all specialists (Nurses, School Psychologists, and Speech Teachers) will return to in-person testing and in-person instruction on April 12th.

In order to accommodate the return to in-person instruction, the last day of our Distance Learning cohorts will be as follows:

- Traditional-calendar elementary sites: March 24th

- Year-round calendar elementary sites: March 19th
- Secondary sites: March 26th

8. Preparation Time Between Distance Learning and In-person Instruction

The Parties agree that for the traditional-calendar elementary sites, the following dates will be districtwide, asynchronous learning days planned for by the District:

- March 25th and March 26th

The Parties agree that for Identified Special Education Cohorts (SDC and SoCC) and ELD cohorts, the following dates will be districtwide, asynchronous learning days planned for by the teachers:

- March 25th and March 26th

The Parties agree that for the year-round calendar elementary sites, the following dates will be districtwide, asynchronous learning days planned for by the District:

- March 22nd and March 23rd

The Parties agree that for the secondary sites, the following dates will be districtwide, asynchronous learning days planned for by secondary teachers:

- April 15th and April 16th

9. Emergency Transitions

In the event of a District-directed, COVID-19, emergency transition from one model of instruction to another, the Parties agree that teachers may have one full day of teacher-assigned asynchronous instruction before switching to the new model.

10. Schedules

The Parties agree that the instructional schedules developed by the DL committee will be the agreed-to schedule for all sites.

The Parties agree that the Special Education schedules developed by the Special Education Working Group will be the agreed-to schedule for those identified Special Education classes.

The Parties agree that the secondary ELD schedules developed by the Secondary ELD Working Group will be the agreed-to schedule for those identified ELD classes.

The Parties agree to continue to meet regularly and discuss negotiable conditions as they relate to the hybrid model of instruction. The Parties have a shared interest in keeping communication open and working collaboratively for the benefit of students, staff, parents, and the District community.

This MOU is non-precedent setting and expires on June 30, 2021, unless extended by mutual written agreement by the Parties.

For Petaluma School District



Matthew Harris, Assistant Superintendent,
Human Resources

March 16, 2021

Date



Chris Thomas, Chief Business Official

3/14/2021

Date


For Petaluma Federation of Teachers



Sandra Larsen, President

3/16/2021

Date



Doug Cox, Chief Negotiator

3/16/2021

Date