

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

**PART II (continuation to the MOU agreed to on March 16, 2021)**

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:

The parties agree to the following:

**1. Work Space**

During in-person, hybrid instructional days, staff members shall utilize their classrooms as the designated area of instruction during work hours. Assigned classrooms/work spaces:

- A. Provide dedicated and professional spaces in which our certificated staff can teach, free from interruptions.
- B. Provide opportunities to test equipment and ensure that learning spaces are ready for hybrid instruction.
- C. Ensure high-speed Internet connectivity with 10 Gb/s bandwidth. Any technical issue can be addressed immediately by our team of experts.
- D. Provide ergonomically appropriate work stations for our certificated staff.
- E. Provide the District with protection from liability through our insurance carrier.
- F. Are clean and sanitized at least on a daily basis.

During asynchronous time, office hours, and Distance Learning Wednesdays, staff members may utilize their classrooms as the designated area of instruction during work hours. If a certificated staff member elects to teach/work from home, they must be able to provide the following:

- A. A dedicated and professional space, free from interruptions.
- B. High-speed Internet connectivity in order to provide uninterrupted instruction.
- C. Their direct supervisor has shared facilitator access to classroom meetings and instruction.
- D. Certificated employees who choose to work from home release all claims against the District arising from working remotely.
- E. An understanding that any expense related to working from home will be the responsibility of the certificated staff member.
- F. An understanding that the certificated staff member must remain in the local region and be available to meet in-person with their principal, students, and parents as needed.
- G. An understanding that home office equipment and ergonomic furniture needs and maintenance are the responsibility of the certificated staff.

If a certificated staff member is unable to meet any of the requirements above, that certificated staff member will be expected to work from the site.

## **2. IEP scheduling**

During hybrid instruction, elementary IEPs will be scheduled on Mondays, Tuesdays, Thursdays, and Fridays beginning at 3:30 PM. If this is not possible, the parties agree to work together to schedule the IEP meeting.

Elementary RSP teachers will not see students on Wednesdays so long as their students' Specialized Academic Instructional minutes are met, as outlined in student IEPs.

For the South County Consortium, IEP meetings will be scheduled after 1:00 PM. If this is not possible, the parties agree to work together to schedule the IEP meeting.

Elementary RSP teachers 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) also qualify to 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, during the 8-week transition period through June 7, 2021.

## **3. Staff Children on Campus**

A certificated staff member's child will be allowed to be in that staff member's classroom, under the following conditions:

1. The staff member will discuss the need with their site administrator and get an approval with the following requirements:
  - a. The staff member will complete a RESIG waiver of liability for their child.
  - b. The staff member's child will remain under the supervision of the parent at all times.
  - c. The staff member will ensure their child complies with all COVID safety protocols.
  - d. The staff member's child is able to work independently, without disrupting classroom instruction.
2. Failure to comply with these agreements may result in a review of the approval.

## **4. Staff Restroom Breaks**

Each site will develop a plan for teacher restroom breaks, using the Shared-Decision Making process (consultation). In case of emergency, teachers will inform their administrator and/or front office staff and coverage will be provided.

## **5. Open House**

Each site will use Shared-Decision Making to develop a virtual format to share highlights for students and families about the 2020-21 school year. District Office staff is available to support the effort.

## **6. June 7th Professional Development Day**

The June 7th Professional Development in Day will be a site-based Professional Development focused on planning for the 2021-22 school year. The District will develop essential questions for each school site to collaborate on in consultation with PFT and site administration. Specific focus will be on identifying and planning for students who have either suffered learning loss under COVID-19, have fallen behind in academic performance, and/or require instructional or behavioral intervention. The schedule for the PD Day will not exceed four hours. The remainder of the day will be used for grade-level or departmental meetings, as needed.

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

For Petaluma Federation of Teachers

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Matthew Harris, Assistant Superintendent,  
Human Resources

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Sandra Larsen, President

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Date

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Date

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Chris Thomas, Chief Business Official

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Doug Cox, Chief Negotiator

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Date

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