

**MEMORANDUM OF UNDERSTANDING
BETWEEN
PETALUMA CITY SCHOOLS DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS PETALUMA CHAPTER 212**

This Memorandum of Understanding ("MOU") is entered into between Petaluma City Schools ("District") and the California School Employees Association and its Petaluma Chapter 212 ("CSEA") ("the parties") in resolution of all bargaining obligations under the Educational Employment Relations Act ("EERA") (Gov. Code section 3450 et seq.) with respect to the District's notice of interest and intention to pursue classified layoffs of permanent classified employees through the reduction/elimination of certain classified services due to a lack of work/lack of funds, effective for the ensuing 2026-2027 school year.

To this end, the parties hereby agree as follows:

1. The District shall pursue layoffs of classified positions as set forth by the provisions in Education Code section 45117.
2. The District shall not transfer or supplant exclusive CSEA unit work out of the bargaining unit to certificated, confidential, management or supervisory employees, volunteers, short term, substitute employees, or students.
3. The District shall not unlawfully subcontract out bargaining unit work previously performed by laid off bargaining unit members. This District shall not expand the contracting out of any work currently performed or contract out for other services which could be performed by bargaining unit employees or could result in the layoff of bargaining unit employees.
4. The District will re-employ laid off unit members in accordance with Article 17 (D) of the Collective Bargaining Agreement.
5. Laid off bargaining unit members maintain displacement rights as outlined in Article 17 (B) of the Collective Bargaining Agreement.
6. Consistent with *Tucker v. Grossmont*, unit members on the reemployment list have preferential rights to any vacant position over an outside candidate, provided they meet the minimum qualifications for the position, even if they have never previously held the Position.
7. The District shall not require employees to perform duties outside of their normal work classification or assignment as a result of the layoffs. No remaining bargaining unit

member shall be required to perform an increased work assignment over and above their regular assignment nor shall such employee(s) be required to perform overtime work as a result of layoffs. In addition, the District agrees there will be no threat of disciplinary action and/or negative evaluations as a result of fewer staff employed to do the work. The District shall not require employees to perform duties outside of their normal work classification or assignment as a result of the layoffs. No remaining bargaining unit member shall be required to perform an increased work assignment over and above their regular assignment nor shall such employee(s) be required to perform overtime work as a result of layoffs. In addition, the District agrees there will be no threat of disciplinary action and/or negative evaluations as a result of fewer staff employed to do the work. The District may assign work previously performed by laid-off bargaining unit members to remaining employees when such work reasonably falls within the scope of the employees' existing job descriptions and classifications. The District shall communicate all proposed changes in working conditions to the CSEA Chapter President and Labor Relations Representative prior to making any changes to allow for appropriate opportunity to negotiate per Government Code section 3543.2(a)(2).

8. The District will provide CSEA with a final list of the placement of the bargaining unit members affected by layoff and all communications sent to affected bargaining unit members.
9. Laid off bargaining unit members shall have the right to apply for promotional positions as an in-house applicant for a period of thirty-nine (39) months following layoff.
10. As to any laid off unit member who is reemployed within thirty-nine (39) months, the period of their absence shall be treated as a leave of absence and shall not be considered a break in the continuity of their service as if the member had not been laid off.
11. The District shall provide each laid off bargaining unit member with a letter verifying their employment upon request, which shall specify the loss of employment was due to layoff for lack of work or funds and not due to employee misconduct.
12. The parties agree that this MOU shall be subject to "ARTICLE 16: GRIEVANCE PROCEDURE" in accordance with the CBA.

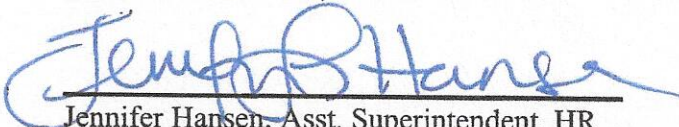
For the District:



Davina Goldwasser, Superintendent

July 10, 2026

Date

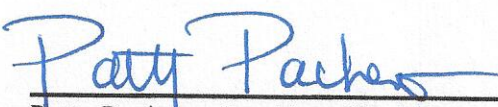


Jennifer Hansen, Asst. Superintendent, HR

July 10, 2026

Date

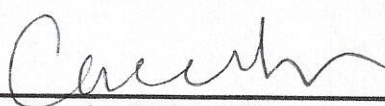
For CSEA:



Patty Pacheco, President Ch. 212

July 15, 2026

Date



Calum Weeks, CSEA LRR

July 13, 2026

Date