

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
PETALUMA CITY SCHOOLS ("DISTRICT")  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS PETALUMA CHAPTER 212 ("CSEA")

The Petaluma City Schools District ("District") and the California School Employees Association and its Petaluma Chapter 212 ("CSEA") agree to the following Memorandum of Understanding ("MOU") related to Medical Support Stipend retroactive to July 1, 2024.


To acknowledge the additional work completed by Classified Employees who perform duties that are vital in providing specialized healthcare support for students who require specialized medical procedures the parties agree as follows:

1. Employees who perform the following duties shall qualify:
  - a. Direct, regular support for a Diabetic student and/or an IEP/504 student who has medical conditions that require assistance in toileting, feeding, and transfers, both independent and accompanied.
  - b. Assisting a student with supportive medical/OT devices for mobility, toileting (i.e. colostomy apparatus, catheters), feeding (feeding tubes) and vocational activities.
2. Both the District and CSEA affirm that it is not the role or responsibility of bargaining unit members to replace health care professionals and certificated school nurses in providing health duties they are qualified to administer to the students in the District.
3. It is agreed by both parties that in the absence of a credentialed school nurse, California licensed physician or health care provider qualified to administer the specialized healthcare services, bargaining unit member may be asked to provide supervised health care services (those duties as described above) when the following provisions have been met:
  - a. The bargaining unit member volunteers to perform such services upon receiving the proper training and the provisions herein are satisfied. The unit member who does not volunteer to provide specialized health care services shall in no way endanger or change their employment with the District. This includes, but is not limited to, position, loss of hours, loss in work days, involuntary transfers to another assignment.
  - b. The Bargaining Unit Member shall only perform those specialized services described in this agreement. Additional needs such as administration of Diastat, Epi-pen or other invasive medications must be addressed in a new and separate agreement.
  - c. The Bargaining Unit Member shall only perform specialized services under the supervision of a credentialed nurse or licensed California physician in consultation with the physician treating the student and when the specialized health care services: are routine for the student; poses little potential harm outcomes, defined by the individualized program of the student, and do not require nursing assessment, interpretation, or decision-making by the designated bargaining unit member.

4. The bargaining unit member asked to perform these additional duties shall be trained by a licensed nurse or other medical professional as determined by CSEA and the District. Employees will be paid for all time spent completing the necessary training that prepares them for the additional duties at their regular rate of pay.
5. In the event the Bargaining Unit Member feels uncomfortable or incompetent to perform the duties, the District shall find other means to provide the services to the student. An employee who has received training may choose not to continue to provide the service with two (2) weeks notice to the site administrator.
6. In accordance with the parties collective bargaining agreement, Article 6, Section F, Working out of Classification, employees who perform the additional duties that support a student who require specialized medical procedures will be compensated as follows:
  - a. A stipend of \$200 per month per student assisted.
  - b. A phone stipend of \$50 per month for assignments requiring the use of a phone, subject to mutual agreement by the parties.
  - c. Stipends will be paid on a month basis through June 30, 2025. Stipends will be paid on a quarterly basis thereafter.
7. The parent(s) of the student requiring such care shall be notified that the bargaining unit members (trained as noted herein) will be providing such services.
8. The CSEA Chapter #212 President shall be noticed in writing of any Bargaining Unit Member being asked to perform these duties to ensure compliance with this agreement.

This Memorandum shall supersede the existing Memorandum of Understanding between the parties on the same subject dated October 2, 2019.

For the District:

  
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Amanda Bonivert, Chief Business Official

  
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Jason Sutter, Assistant Superintendent

2/7/25

For CSEA:

  
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Jessica Marcy, Chapter President

  
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Loretta Kruusmagi, Chief Negotiator

  
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Joseph Gomez, Labor Relations Representative