

Memorandum of Understanding  
Between  
Petaluma City Schools (District)  
And  
The California School Employees Association and its Petaluma Chapter no. 212  
(CSEA)

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

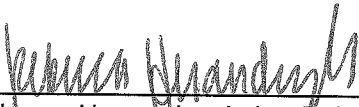
1. Employees who perform the following duties (Assisting a student with diabetes by monitoring them and following doctor's orders) shall be paid for completing duties that are outside of their job description.
2. Both the District and CSEA affirm that is not the role or responsibility of bargaining unit 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 medically fragile students will be compensated as follows:
  - a. A Stipend of \$150.00 per month.
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 Association President shall be noticed in writing of any Bargaining Unit Member being asked to perform these duties to ensure compliance with this agreement.

For CSEA

  
Loretta Kruusmagi, President

  
Rebecca Hernandez, Labor Relations Rep.

10/02/19  
Date

For Petaluma School District

  
Matthew Harris, Assistant Superintendent

 9/13/19  
Chris Thomas, Chief Business Official

September 13, 2019  
Date