

MEMORANDUM OF UNDERSTANDING
BETWEEN SAN JUAN UNIFIED SCHOOL DISTRICT (District)
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION,
AND ITS SAN JUAN CHAPTER NO. 127 (CSEA)
Re: Staffing Support for Instructional Assistants - Health Services
Updated August 16, 2024

This Memorandum of Understanding (MOU) is between the California School Employees Association and its San Juan Chapter No. 127 ("CSEA") and San Juan Unified School District ("District") concerning the impacts of vacancies on Instructional Assistants - Health Services ("LVN"). The parties have met and agreed to the following:

Background:

Widespread and emergency demands on the regional healthcare system have exacerbated the impacts of medical staffing shortages in District schools. When an LVN position becomes vacant or a member is on an extended leave (more than 2 weeks), students still have medical needs that must be met.

Intent:

The parties will work on long-term strategies to address medical staffing shortages within SJUSD. In the meantime, in order to maintain and strengthen health and safety supports for San Juan Unified's most vulnerable students, the parties agree it is essential to attract and retain LVNs.

Agreement:

The District and the CSEA, hereby agree to the following provisions for the term of this Memorandum of Understanding:

1. Compensation:

a. Salary schedule range adjustment:

- i. The classification of Instructional Assistant - Health Services ("LVN") shall be moved from Range 30 of the General Unit salary schedule to Range 37.
- ii. At the expiration of this MOU, the LVN classification will remain at Range 37 until a successor Collective Bargaining Agreement that includes this language is ratified.
- iii. The parties agree to revisit LVN compensation, including salary range placement, during contractually scheduled salary negotiations.

b. Step placement for new LVNs:

- i. All LVNs hired on or after the date of this agreement will be placed at Step 5 on the General Unit salary schedule at the new agreed-upon salary range outlined in this MOU.

2. Opportunities for additional hours:

- a. Through June 30, 2025, the District will offer LVNs the opportunity to increase their assignments to 8 hours.

- i. This will be a voluntary opportunity; LVNs will not be required to increase their hours
- ii. The additional hours will be funded using one-time funding available to schools for pandemic recovery investments.
- iii. **Extra Hours- Any extra duties / hours deemed to require LVN services shall be offered to Classified Permanent LVN's (Instructional Assistants- Health Services) prior to being offered to SJTA nurses or outside LVN contractors in order of seniority. This includes all opportunities for overtime, District events, field trips, or any other event requiring the services of LVNs.**

3. Job Description:


- a. Effective immediately (pending Board approval) the District shall change the job title of "Instructional Assistant – Health" to "LVN - Health Instructional Assistant".

i. All members impacted by this change shall carryover their seniority to the newly titled classification.


4. Working Group: In the fall of 2024, the district will convene a working group of SJUSD medical staff professionals, which includes 3-4 LVNs selected by CSEA, to explore sustainable solutions to systemic contributors to medical staff shortages.

- a. Outside LVN contractors: It is a shared interest of the District and CSEA to reduce SJUSD's usage of outside contractors for LVN services. One of the focus areas for the working group will be to conduct a thorough analysis of student medical needs and staffing models.
- b. **Continuing** with the **2024-2025** school year, LVNs shall be given a pro-rated share of sixteen (16) hours per work year free of their regular duties entering treatments into medical billing systems for the purposes of reimbursements (i.e., Paradigm and/or SHN). The equity hours shall be taken in hourly increments (never 8 hours in one block) with notification and prior approval from the Program Manager for Student Support Services.
 - i. Equity hours shall not be requested during times that LVNs would otherwise be providing direct service to students or under circumstances that would require contracting with outside vendors to cover services.

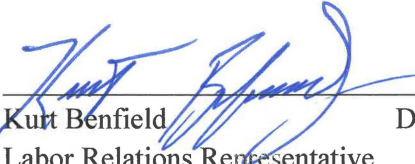
This MOU is non-precedential and will sunset on June 30, 2025. This MOU may be revised and/or extended by mutual agreement between the District and CSEA.

 8-16-24

 Daniel Thigpen Date
 Executive Director
 Labor Relations and Government Affairs
 San Juan Unified School District

 8.16.24

 Adara Clark-Gunn Date
 President
 California School Employees Association

 8/16/24

 Kurt Benfield Date
 Labor Relations Representative
 California School Employees Association