

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
SAN JUAN UNIFIED SCHOOL DISTRICT (District)
AND
TEAMSTERS LOCAL No. 150 (Teamsters)
CREATION OF A VAN DRIVER PROGRAM
Updated Oct. 25, 2024

This Memorandum of Understanding ("MOU") is between the Teamsters Local No. 150 ("Teamsters") and San Juan Unified School District ("District") regarding the creation of a van driver program. The parties have met and agreed to the following:

Background:

During this time of unprecedented driver shortages there is a need to be innovative and provide solutions to meeting the transportation needs of our special education students. The District also has a need to develop and foster an ongoing pipeline of prospective drivers so that it can reduce vacancies and be less reliant on outside vendors to provide services.

After a successful pilot year, the District is recommending the continuation of a van driver program that will provide more flexibility in hiring drivers in a capacity that does not require specific pupil licensing requirements.

Intent:

It is the intent of this MOU to outline the conditions under which the District will continue its van driver program through December 31, 2024.

Agreement:

The District and Teamsters agree to the following terms:


1. The District will continue the program with a ~~minimum of five (5.0) FTE~~ **up to ten (10) FTE** District Van Driver positions.
 - a. ~~Any addition beyond five (5) District Van Driver positions during the term of this agreement must be made by mutual agreement between the District and the Teamsters.~~
 - b. **The District may staff a combination of temporary Van Driver positions and permanent Van Driver positions, up to ten (10) total FTE.**
 - c. When there are vacancies in Van Driver positions, the District may temporarily assign Bus Drivers or contractors to drive a van until the position is filled.
2. **Temporary Van Drivers:** Qualified employees enrolled in the District bus driver academy obtaining a Class B school bus driver certification may be assigned to this temporary position for a period of six (6) months from the date of obtaining a Class B permit from the California Department of Motor Vehicles.
 - a. Any extension beyond six (6) months will be made only by mutual agreement between the Teamsters and District.
3. The District Van Driver shall be placed at Salary Range 22 of the Transportation Unit Salary Schedule.
 - a. New hires begin at Step 2.
4. The District and the Teamsters agree that the van driver program will be entered into to supplement, not supplant, the work of current District school bus drivers.
5. The District and the Teamsters agree that van drivers shall not displace current employees.


6. The District and the Teamsters agree that current employees' schedules will not be reduced as a result of implementing a van driver program.
7. During the ~~length term~~ of this MOU, the District will continue to faithfully attempt to hire and fill vacant school bus driver positions.
8. The District and the Teamsters agree that van drivers cannot be assigned to a route that is maintained at eight (8) hours per day pursuant to Article 5.2. ~~In addition, the District will maintain a minimum of 40 8-hour drivers during the term of this agreement.~~

Length Term of Agreement:

1. The Teamsters and the District agree that this MOU will remain in effect **so long as sixty percent (60%) of the total number of district bus routes are maintained at eight (8) hours per day (aka, "8-hour guarantee"), per Article 5.2 of the collective bargaining agreement. Should the 8-hour guarantee in Article 5.2 be reduced in percentage, this MOU shall expire within six (6) months of the effective date of the reduction, unless revised and/or extended by mutual agreement between the District and Teamsters.** ~~through December 31, 2024. This MOU may be revised and/or extended by mutual agreement between the District and Teamsters.~~

2. ~~The parties agree to negotiate the terms of this agreement during the next scheduled round of successor contract bargaining. Items to be negotiated will include but are not limited to reviewing the impacts and effectiveness of the program, to the option to make the program permanent, expanding the program, or making other modifications. This MOU may be revised and/or extended by mutual agreement between the District and Teamsters.~~

 11-5-24
 Daniel Thigpen Date
 Executive Director
 Labor Relations and Government Affairs
 San Juan Unified School District

 11/5/24
 Rocio Richards Date
 Business Representative
 Teamsters Local No. 150