CSEA
PROPOSAL NO. 4
October 8, 2014
12:00 PM

MEMORANDUM OF UNDERSTANDING
between the
SAN LEANDRO UNIFIED SCHOOL DISTRICT
and the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER NO. 94

Medical Assistance Stipend

Currently some para educators (paras) in the San Leandro Unified School District (District) provide basic medical assistance to students in addition to their daily work. For purposes of this memorandum of understanding, basic medical assistance (BMA) is defined as gastronomy feeding tubes and buttons, urinal bags, colostomy bags, ileostomy bags, tracheotomy suctioning and care, nasal and oral suctioning, and other medical assistance to be agreed upon by the Parties. CSEA and the District (the Parties) want to recognize the specialized training and responsibility that goes along with providing BMA. Accordingly, the Parties have agreed to the following:

1. Providing BMA will be voluntary. Paras who volunteer and are trained shall be compensated as stated below. Paras who do not volunteer or have not been trained shall not provide students with BMA.

2. The district shall not, directly or indirectly, intimidate, threaten, or coerce the paras to volunteer. Paras who do not volunteer may not be disciplined, laid off, reduced in hours, or otherwise penalized for not volunteering.

3. The District may request volunteers when the need for BMA arises. The District will first solicit volunteers from the site where BMA is needed. If no paras volunteer from the site, the District will then send notice to all sites requesting volunteers. These requests will be sent to the paras in writing either through district mail or email. The request shall include the definition of BMA, a description of all BMA trainings the paras shall receive, a description of the voluntary nature of the program, and the volunteer rescission timelines.

4. Paras who volunteer shall submit their letter of interest in writing. The letter of interest shall be kept in the paras' personnel files. Paras who volunteer may rescind their letter of interest to provide BMA up to three (3) days after the completion of the trainings. After that time, paras may cease providing BMA after providing thirty (30) days notice, or until a new health

plan has been developed for the affected students, whichever is shorter.

5. The district shall choose paras to provide students with BMA based on seniority.

6. The district shall provide paras who volunteer with training as follows:

a. The paras shall receive training from a licensed health care professional. The training shall comply with any applicable training standards adopted by California Department of Education or as required by law. A licensed health care professional is defined as a physician or surgeon, physician's assistant, a credentialed school nurse, a registered nurse, or a certified public health certificated nurse.

b. All written materials used in the training shall be retained by the student services department and school site. A copy of the materials shall be provided to the paras at the time of their trainings. Documentation of the trainings shall be provided to the paras and shall be placed in their personnel files before they can provide BMA.

c. All trainings shall be at the district's expense and shall occur during the paras' working hours.

7. The District shall notify the paras of any changes with the student that could affect their ability to provide BMA.

8. The District shall provide paras with written orders for carrying out the provision of BMA, a designated district official to whom the paras can address any issues which may arise regarding the provision of BMA, and any necessary safety clothes or equipment, such as gloves or masks, at the district's expense.

9. The district shall pay the paras a minimum stipend of $400 per month for every semester in which BMA is provided. Increases to the stipend shall be negotiated annually. However, annual increases are not guaranteed.

10. The district shall defend the paras against any and all claims arising out of an act or omission within the scope of their employment and pay any and all legal fees, costs, and damages arising out of the same. Providing BMA is within the scope of employment of paras who provide BMA under this agreement.

11. The Parties agree that any alleged violation of this Agreement shall be subject to the grievance procedure set forth in the collective bargaining agreement between the Parties.

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