## MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE LA MESA-SPRING VALLEY TEACHERS ASSOCIATION AND LA MESA-SPRING VALLEY SCHOOLS

This Memorandum of Understanding ("MOU") is entered into by and between La Mesa-Spring Valley Schools ("District") and the La Mesa-Spring Valley Teachers Association ("LMSVTA") to establish the process for selecting and compensating for on-call certificated nurses during the 2025-2026 Extended School Year ("ESY") and Fall, Winter, and Spring, and Summer Camps through Extended School Services ("ESS").

## **Recitals**

ESY shall operate between July 1, 2025- July 31, 2026 and ESS Fall, Winter, Spring and Summer Camps shall operate during district breaks, the District requires that a certificated nurse be "on-call" to provide nursing support services to participating students and staff.

## **Agreement**

- 1. The Recitals set forth above are true and accurate.
- 2. The ESY and ESS Fall, Winter, Spring, and Summer Camps "on-call" nurse assignments will be offered to all certificated nurses in one-week intervals when nurses are not on calendar (regularly scheduled 190 days). Selection of desired week(s) will be based on seniority with the most senior nurse selecting first.
- 3. Between July 1, 2025 and August 1, 2026, a certificated nurse shall be "on-call" from 6:00 AM to 6:00 PM, Monday through Friday.
- 4. Compensation for "on-call" time shall be five hours of hourly per diem rate for 12 hours of on-call service.
- 5. When "on-call," the assigned nurse shall be responsible for being available to respond, via phone and/or facetime, to all medical circumstances that arise during ESY and ESS that require nursing assistance, including, but not limited to: emergency calls, diabetic calls, any health and injury related questions/concerns and training staff on health procedures for enrolled students. For any medical concerns that require immediate attention, 911 shall be called.
- 6. This MOU shall not be precedent-setting. The MOU shall not be used as evidence of or interpreted to establish a past practice. Moreover, this MOU shall not alter the terms of the collective bargaining agreement between the District and LMSVTA except as expressly described herein.

- 7. This MOU shall not be interpreted to establish the "status quo" for nurses assigned to provide "on-call" nursing services and shall not entitle the assigned "on-call" nurses or any other nurses to similar work following expiration of this MOU.
- 8. This MOU shall be effective from June 1, 2025 through August 2, 2026. This MOU shall expire at the end of the business day on August 1, 2026.

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-Signed by:

Meg Jacobsen Betts

Margaret Jacobsen Betts, Ed.D. Assistant Superintendent Human Resources, LMSV FOR THE ASSOCIATION:

Signed by:

Emily Schriftin

Emily Scheitlin
Bargaining Chair
LMSVTA