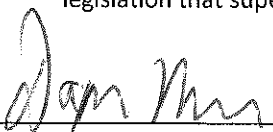


MEMORANDUM OF UNDERSTANDING  
BETWEEN  
EL SEGUNDO TEACHERS ASSOCIATION  
AND  
EL SEGUNDO UNIFIED SCHOOL DISTRICT  
January 23, 2012

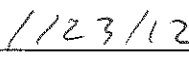
The El Segundo Teachers' Association and the El Segundo Unified School District hereby enter into this Memorandum of Understanding ("MOU") for the purposes of complying with Education Code Section 49414.7 and agree as follows:

- 1) Upon request by a parent or guardian to implement Education Code Section 49414.7, the District shall notify ESTA of its intent to participate in the epileptic assistance program ("Program").
- 2) The District shall only request volunteers if there is no full-time credentialed school nurse nor full time licensed vocational nurse assigned to the school site for which the request is made. The request shall be made by email notice no more than twice per school year per child and distributed by the District's Human Resources Department. The content of the email notice shall comply with Education Code Section 49414.7. A copy of the email notice shall be sent to ESTA.
- 3) The District shall provide ESTA with the name(s) of the bargaining unit member(s) who agree to volunteer for the Program. In accordance with Education Code Section 49414.7, volunteers who participate in the Program shall have up to three days after completion of the training to revoke their offer to participate and thereafter may withdraw at any time subject to two-week prior written notice of withdrawal provided to the District's Human Resources Department.
- 4) Bargaining unit members who volunteer to participate in the Program shall be trained consistent with the provisions of Education Code Section 49414.7.
- 5) If training takes place outside of the contractual work day, unit members shall be paid at the \$30.00/hour rate.
- 6) In accordance with Education Code Section 49414.7, neither the District nor a site administrator shall use their influence to coerce or intimidate a bargaining unit member to participate in this Program.
- 7) This Memorandum of Understanding shall terminate on January 1, 2017, and shall be subject to modification pursuant to any amendments to Education Code Section 49414.7, case law, or federal legislation that supersedes state law.

  
\_\_\_\_\_  
Daphne Moote, ESTA President

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Geoff Yantz, ESUSD Superintendent

  
\_\_\_\_\_  
Date