

NEGOTIATIONS UPDATE

To: All represented by SVEA
From: The SVEA Bargaining Team: Patty Stewart, Caryn Anderson, Elise Greyson, Frank Werner and Frank Oppedisano
Date: March 29, 2021

SVEA and SVUSD continued full sessions of negotiations on March 16 and March 19. Additionally, the parties met briefly on the 25th and 26th, days that were devoted to reviewing medical benefit information provided by the District's consultant, Burnham. The Tentative Agreements (TAs) and Memorandums of Understanding (MOUs) that were reached are included with this email.

The MOUs that have been in effect since the end of September that address remote work have been extended to the end of the school year with a slight revision for itinerant elementary music and PE teachers who may need to work briefly in person to deal with equipment; some of these itinerant teachers will also continue in their current reassignments due to teachers who are working under a medical accommodation or who have taken leave.

Additional TAs address:

- Insurance benefits for employees who are terminated due to a RIF will continue through August 31; in the unlikely need for a RIF in August, benefit coverage will continue for sixty days unless the released employee notifies the District that coverage has been obtained elsewhere.
- Guidance Specialist staffing ratios were changed from 1200:1 to 1000:1. Moving forward, every effort will be made to assign a full-time counselor to Silverado High School. There is also an MOU regarding staffing the Virtual Academy with a dedicated counselor for next school year and the requirement to discuss the feasibility for 2022-2023.
- Association rights were added that include not allowing vendors to make presentations during required staff meeting or in staff lunchrooms during breaks or lunch, placement of makeup days that may result for an emergency closure for which the state does not approve a waiver, and a requirement that the parties shall negotiate matters that may impact working conditions due to changes in law.

As a result of the District decision to make changes in instructional models and number of days students are on sites for in-person instruction, SVEA presented proposals on Friday, March 26 for MOUs that address health and safety issues as well as language that would require site administrators to hold information meetings and the District to provide asynchronous lessons so that elementary teachers can prepare for the changes taking place on April 19. We have scheduled a one agenda session for today to allow for the District to respond to these proposals.

**Tentative Agreement between
Saddleback Valley Educators Association
and
Saddleback Valley Unified School District**

March 19, 2021

ARTICLE XVI SPECIAL TEACHING SITUATIONS

C. Staffing

1. For grades 7-12, the following caseload ratio shall be established: One (1) Guidance Specialist for each ~~1200~~ 1000 students, based on a District average. The District shall make every effort to assure that no Guidance Specialist shall be assigned more than two schools. Every effort shall be made to assign one full-time Guidance Specialist to Silverado High School. District Guidance Specialist(s) shall not be included in determining the caseload ratio for Guidance Specialists. p. 98



SVEA

3-19-21

Date



SVUSD

3-19-21

Date

**Tentative Agreement between
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March 19, 2021

Article XVII – Insurance Schedule

E. Termination of Insurance Benefits

A probationary or permanent employee who is involuntarily terminated by the District because of a reduction in force pursuant to Education Code Section 44955 will continue to be insured under the group health care and life insurance policies through ~~September 30~~ August 31 of the following school year. In the event that the reduction in force occurs in August, the employee shall be covered for up to sixty (60) days under the group health care and life insurance policies unless said employee notifies the District that coverage has been obtained elsewhere.



SVEA

3-19-21
Date



SVUSD

3-19-21
Date

MEMORANDUM OF UNDERSTANDING
SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AND
SADDLEBACK VALLEY EDUCATORS ASSOCIATION

MARCH 19, 2021

For the 2021-2022 school year a full time Guidance Specialist shall be assigned to a dedicated assignment with the Virtual Academy. The parties agree to discuss extending this MOU for the 2022-2023 school year prior to May 6, 2022.

AGREED:


SADDLEBACK VALLEY EDUCATORS ASSOCIATION

3-19-21
Date


SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

3/19/21
Date

**Tentative Agreement between
Saddleback Valley Educators Association
and
Saddleback Valley Unified School District**

March 16, 2021

ARTICLE IV ASSOCIATION AND INDIVIDUAL RIGHTS

Section 1. Association Rights

- S. Any commercial/vendor presentation to a staff, for the purpose of solicitation, shall be on a voluntary basis and not as part of a staff meeting. Lunchrooms shall not be used by such vendors during any regularly scheduled lunch or snack/nutrition period.

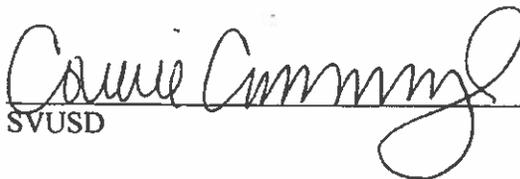
- T. In the event of an emergency District/site closure, if make-up, instructional days are required by law, the make-up days shall be the weekdays that are not designated holidays at the end of the Board adopted calendar, unless negotiated by the parties.

- U. Changes in law that could impact or effect matters within the scope of representation, including matters covered under Memorandums of Understanding, shall be subject to impact and effect negotiations.



SVEA

3/17/21
Date



SVUSD

3/16/21
Date