Memorandum of Understanding
between
Saddleback Valley Educators Association
and
Saddleback Valley Unified School District

August 27, 2020

The following adjustments will be in effect to ARTICLE VII EVALUATION PROCEDURES until all employees represented by SVEA are able to return to in-person working conditions that may have been altered due to COVID-19. No other language in this section of the CBA shall be modified as a result of this document except the addendum for how observations will be conducted. This MOU also reflects the dates for the Evaluation Timelines in 2020-2021.

Section 4. Evaluation Timelines

A. By September 18 orientation materials shall be provided online.

B. By September 25 the employee shall submit the Goals form online.

C. By October 9 the evaluator shall review the Goals form.

D. By October 16 the evaluator shall return the Goals form to the employee online.

F. By March 5 observations for temporary, probationary, and permanent teachers who received "partially meets" or "does not meet" shall be completed; by April 16 observations shall be completed for all other employees.

G. The post- observation conference shall be completed online and the Classroom Observation form shall be provided online during the conference.

H. By April 16 employees shall submit the Goals progress summary online.

I. By May 14 the evaluator shall provide employee with the evaluation.

J. By May 28 the evaluation conference shall be held online.

See attached addendum.

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

October 13, 2020

ARTICLE VII EVALUATION PROCEDURES

Section 4. Evaluation Timelines

F. For all employees who are on cycle in the 2020-2021 school year, the employee and evaluator shall mutually agree as to a date for the scheduled observation(s). The instructional delivery model in place on the observation date will dictate the method of the observation. (Hybrid is considered in-person delivery model).

AGREED:

SADDLEBACK VALLEY EDUCATORS ASSOCIATION — 10-13-20 Date

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT — 10.14.20 Date

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

October 14, 2020

Any Teacher on Special Assignment (TOSA) for the 2020-2021 school year, unless required to administer IEP mandated services, may work remotely at least one (1) day per week. Whenever possible, the specifics of the remote work days shall be determined mutually by the TOSA and the TOSA's supervisor. If a decision cannot be reached mutually, the TOSA's supervisor shall make the determination.

This shall sunset on December 18, 2020.

AGREED:

SADDLEBACK VALLEY EDUCATORS ASSOCIATION — 10-14-20 Date

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT — 10.14.20 Date

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

October 14, 2020

ARTICLE VIII HOURS

For the fall parent conferences in lieu of option (a), TK-6 teachers who choose to use option (b) shall receive the certificated rate of pay for six (6) hours spent to conduct conferences held outside the instructional day.

AGREED:

SADDLEBACK VALLEY EDUCATORS ASSOCIATION — 10-14-20 Date

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT — 10.14.20 Date

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

September 24, 2020

When the District transitions to the Hybrid Instructional Model. the following employees may work remotely:

- Elementary General Education teachers assigned to Distance Learning classrooms
- Elementary Special Education teachers assigned to Distance Learning except when performing in-person assessments which are conducted on-site
- Itinerant Elementary Music teachers
- Itinerant Elementary Physical Education teachers
- Elementary Instructional Coaches, one day per week to support Distance Learning teachers (schedule coordinated with Site Administrator)
- Secondary General Education, Guidance Specialists. Academic Coaches, and Librarians may work remotely on the days all students are online (typically on Mondays).
- Secondary Special Education teachers. except when performing in-person assessments which are conducted on-site. may work remotely on the days all students are online (typically on Mondays).
- Virtual Academy Teachers.

This agreement sunsets December 18, 2020.

AGREED:

SADDLEBACK VALLEY EDUCATORS ASSOCIATION — Date: 9-24-20

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT — Date: 9.24.20

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

September 24, 2020

Secondary and Special Education teachers who have provided documented personal medical restrictions requiring them to work from home on or before the close of the business day on September 24, 2020, shall be allowed to teach remotely. The District shall provide a qualified certificated substitute to provide supervision to students accessing instruction on campus assigned to the teacher's classes.

Future requests regarding this provision shall be considered on a case by case basis.

This agreement sunsets December 18. 2020 and shall not be precedent setting nor form any basis for past practice.

AGREED:

SADDLEBACK VALLEY EDUCATORS ASSOCIATION — Date: 9-24-20

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT — Date: 9.24.20

Memorandum of Understanding
between
Saddleback Valley Educators Association
and
Saddleback Valley Unified School District

September 10, 2020

For the 2020-2021 work year an employee eligible for STRS service retirement may elect to retire provided a qualified candidate can be hired by the District to fill the position to be vacated by the potential retiree through normal hiring procedures.

P Stewart
SVEA

9/10/20
Date

Carrie Ammons
SVUSD

9.10 20
Date

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

August 12, 2020

For those teachers who transfer to the Virtual Academy K-8 or Virtual Academy High School for an assignment for the 2020-2021 school year, a temporary teacher will be hired at the home site if a replacement teacher is required. If enrollment at the Virtual Academy necessitates a reduction in staffing, the teacher will return to the home site if there is a vacancy available. When possible, the return to the home school shall be made at the end of a grading period.

If more than one teacher is assigned to a grade level or subject area in which the reduction in staff will be made, the least senior teacher will return to the home site unless placement at the Virtual Academy is part of a formal accommodation or a permanent transfer, or if a more senior teacher volunteers to transfer.

Teachers that held a Virtual Academy assignment prior to the 2020-2021 school year shall retain Virtual Academy position in 2021-2022 unless all teachers who were transferred temporarily to the Virtual Academy have been transferred out of the Virtual Academy, but enrollment or enrollment projections cause a surplus situation.

Any teacher being returned to a home site shall be given notice of no fewer than ten (10) business days.

AGREED:

P Stewart
SADDLEBACK VALLEY EDUCATORS ASSOCIATION

8-12-20
Date

Laurie Cummings
SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

8 12 20
Date

Memorandum of Understanding
between
Saddleback Valley Educators Association
and
Saddleback Valley Unified School District

August 11, 2020

The Staff Development Day scheduled for Monday, October 12, 2020 shall be moved to Friday, September 4, 2020.

The intent of how this day will be used is for employees to plan, meet as teams, update information through their existing class LMS, or any other preparation that is needed.

SVEA — Date: 8-12-20

SVUSD — Date: 8.11.20

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

August 11, 2020

During the period that the District's instructional model is full Distance Learning, Nurses will have flexible work schedules to maintain productivity and health and safety.

The District Coordinator of Health Services will collaborate with the team of school Nurses to determine the schedule of staffing required to report to the physical work location to perform the essential in-person duties such as:

- Vision and hearing screenings as allowable per the guidance from public health agencies.
- In-person trainings/skills checks when the nature of the training is hands on to prepare for the return to any model of in-person learning.

The typical report to work schedule may be modified to address emergency situations that require in-person crisis management.

AGREED:

SADDLEBACK VALLEY EDUCATORS ASSOCIATION — Date: 8-12-20

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT — Date: 8.11.20

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

August 10, 2020

Through December 18, 2020, Article X, Section 3 (Employee-Initiated Transfer/Reassignment) will be modified to address the complexity of staff implications as a result of the COVID-19 pandemic and the multiple instructional models.

Vacancies for internal transfers will be posted for no less than one full business day. These openings will be listed in the Human Resources section of the SVUSD website and can be accessed with this link:

https://www.svusd.org/departments/human-resources/employment-information

SADDLEBACK VALLEY EDUCATORS ASSOCIATION — Date: 8-10-20

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT — Date: 8 10 20

Memorandum of Understanding
Between
Saddleback Valley Educators Association
and
Saddleback Valley Unified School District

August 4, 2020

Although the parties acknowledge this as a comprehensive document based on what information is available as of the date of the Agreement, the District shall notify the Association of updates or revisions to any plans, protocols, or procedures that relate to the COVID-19 response, and where appropriate, shall engage in further negotiations.

While much of the current response is based on recommendations from the Orange County Health Care Agency and other organizations that monitor public health, the provisions of this document shall be subject to change in the event such recommendations are modified. Any obligation to negotiate such changes will not delay the delivery of educational programs to students including a transition to a hybrid or traditional instructional model provided the District agrees to return to the bargaining table to discuss within two days of the change if the Association so requests. The District will continue to comply with applicable public health directives, including those actions recommended by the Federal, State and Local Departments of Public Health.

By August 10 each school/work site shall have a comprehensive draft of a health and safety plan that not only addresses all procedures to reduce the transmission of COVID-19, but also the steps for dealing with a symptomatic individual. An overview of the updated document will be included in the 20-21 Staff Orientation Day. Prior to moving to a Hybrid Model, the final plan(s) shall be provided to the

Association and any updates on site documents shall be shared with the employees. Also, the District shall provide a document that informs employees of what to do in the event they need to leave or be absent from work due to the pandemic. All documents shall be housed in an easily accessible location and shall be provided in print for any employee who makes the request.

During the time in which SVUSD is in Distance Learning, the expectation is that employees do not need to report on a daily basis to a school or work site in order to complete their job responsibilities.

The District shall provide reasonable advance notice to the Association prior to the transition to a new instructional model (e.g. hybrid, modified traditional or traditional) but in no event less than five workdays.

Each school and worksite will have a written procedure for health check screening of employees, students, and campus visitors.

Each school or worksite will minimize access and limit nonessential visitors, volunteers, and use of facilities.

To maintain health and safety measures, appointments shall be handled virtually as much as possible. In the event a virtual meeting will not suffice, District visitor protocols will be followed for conducting in-person parent and guardian meetings (e.g., individualized education plan conferences) with students and staff members. Additionally, the employee shall be provided the reason that an in-person meeting is required.

The principal or designee shall restrict access to the campus for those individuals exhibiting any symptoms of illness.

Each school and worksite will have a procedure for addressing employees, students, or campus visitors who become sick on campus or at a worksite. The procedure will include but not be limited to an isolation room, and responsibilities of school administration and staff. For an employee who is symptomatic and is sent home, the employee must provide either a negative test result or a medical clearance before returning to work. Any health checks (e.g., temperature screening and/or symptoms checking) of staff will be done in a safe and respectful manner and in accordance with applicable privacy laws and regulations.

Testing site information shall be available to employees on a regular basis, but no less than weekly, through an updated list on the main page of the District website accessed through the COVID-19 link.

Each campus and worksite will ensure proper physical distancing measures are utilized including, but not limited to, the following:

- Supply each campus, classroom, and office with adequate supplies to support healthy hygiene behaviors, including soap, hand sanitizer with at least sixty percent (60%) alcohol (for staff and older children who can safely use hand sanitizer), paper towels, tissues, and no-touch trash cans.
- Place hand sanitizing stations in common areas on school/work sites.
- Reduce opportunity for the spread of respiratory droplets released when people talk, cough, or sneeze, by maintaining at least six (6) feet of separation among students and staff members in meeting spaces, hallways, and exterior school grounds whenever possible.
- Utilize large, non-classroom areas such as gymnasiums, libraries, and computer labs for additional learning spaces.
- Install floor markings, signage and other implements as necessary to designate single points of entry and exit as well as regulate and direct foot traffic.

- Schools may install physical barriers and signage and clearly publicize policies as needed to stop students from gathering in large groups before, during, and after the school day, however, these must not hinder any need to evacuate the campus in cases of an emergency. This may result in updates to any site evacuation plan.
- All drinking fountains shall be turned off and/or covered.
- Should outdoor spaces be utilized, teachers shall have access to an enclosed classroom space, at all times, out of the heat and other inclement weather. Should classroom spaces be utilized for meal times, supervision shall be in compliance with the CBA, Article VIII, Section 3. Duty Free Lunch Period.
- All teachers will have the option to participate in any meeting, including but not limited to faculty, department, grade level, evaluation, parent/teacher, and curriculum-related meetings through a method of teleconferencing.

Personal Protective Equipment (PPE)

All individuals, including employees, students, and campus visitors should wear face coverings that cover the mouth and nose consistent with public health guidance. All staff and visitors shall use face coverings unless evidence is provided as to why wearing the covering compromises them due to an established medical condition. Students shall use face coverings. For short periods of time, teachers may use face shields, which enable younger students to see their teachers' faces and to avoid potential barriers to instruction, e.g. phonological instruction, as long as physical distancing is being practiced. In circumstances where sufficient physical distancing is difficult or impossible, within six (6) feet of others, face coverings shall be worn regardless.

Employees shall be provided appropriate personal protective equipment (PPE)

(e.g., disposable mask, two (2) reusable cloth face coverings, one (1) face shield, and gloves) at no cost. If PPE supplies are not readily available, with a supervisor's approval, teachers may purchase their own supplies and shall be reimbursed up to $200 annually when receipts are submitted.

Cleaning and Disinfecting

Teachers may clean or disinfect classroom touch points or materials to provide reasonable safety precautions to protect students, equipment, materials and the school facility. Teachers shall not be required to perform non-professional custodial duties, which are not part of a teacher's job responsibilities.

The campus, classrooms, and offices will be disinfected on a routine and frequent basis, but no less than daily.

Surfaces frequently touched by multiple people such as tables, door handles, light switches, countertops, desks, phones, keyboards, touch screens, chairs, arms of chairs, faucets, and sinks will be cleaned and disinfected at least daily. Each work site will determine a plan for which any shared equipment, materials, and common work/lounge areas will be cleaned/sanitized.

When the District chooses to move to a hybrid model, all classrooms shall be thoroughly cleaned and disinfected before staff and students return to the sites.

Each campus, classroom, and office shall have adequate cleaning supplies, including disinfecting wipes and hand sanitizer. If supplies are not available, employees shall have immediate access to the designated individual responsible for providing them.

The District shall ensure ventilation systems operate properly and increase

circulation of outdoor air. Staff should open windows and doors when possible, but not if doing so poses a safety or health risk to children or adults using the facility.

Impacted employees shall be notified of any use of facilities that involves their classroom or workspace. Use of facilities shall only be authorized when proper cleaning and disinfecting of facilities can be implemented with fidelity immediately after each activity.

The District plan(s) shall be attached to this MOU.

R Stewart 8-11-20

SVEA Date

Carrie Cummings 8.11.20

SVUSD Date

Memorandum of Understanding

between

Saddleback Valley Educators Association

and

Saddleback Valley Unified School District

August 4, 2020

During the first two weeks that the District's instructional model is full Distance Learning, Guidance Specialists will have flexible work schedules to maintain productivity and health and safety.

Site administration will collaborate with their team of Guidance Specialists to determine a schedule of minimum staffing, required to report to the physical location, to be responsive to students and families and provide in-person support. Guidance Specialists shall not be required to report to any district site more than two days a week. The typical report to work schedule may be modified to address emergent situations that require in-person crisis management, intervention and/or social emotional counseling.

Commencing with the third week of Distance Learning, Guidance Specialists shall not be required to work on site.

In the event of an extenuating circumstance for which the Guidance Specialist is needed to perform work on the site, no fewer than a forty-eight (48) hour notice will be provided via a method that is mutually agreeable between administration and the employee. The forty-eight (48) hour notice will be waived for an emergency situation that requires in-person crisis management, intervention and/or social emotional counseling.

SVEA

8-11-20
Date

SVUSD

8.11.20
Date

Memorandum of Understanding
between
Saddleback Valley Educators Association
and
Saddleback Valley Unified School District

August 3, 2020

Due to the COVID-19 guidelines for meeting in person, SVUSD has decided that the 2020-21 Employee Orientation will be held in a virtual setting and for a shorter overall timeframe. On August 6, 2020 SVEA will have thirty (30) minutes on the agenda for this initial Employee Orientation meeting rather than the sixty (60) minutes per the CBA.

P Stewart
SVEA

8-4-2020
Date

Connie Cummings
SVUSD

8.11.20
Date