

SVEA and SVUSD

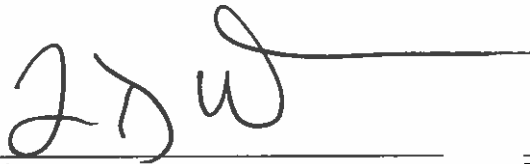
JOINT COMMUNICATION

TO: SVEA Employees Enrolled in PERS & SVMTA
RE: SVEA Employees Enrolled in PERS for Retirement
DATE: August 10, 2023

Dear Colleagues,

You are receiving this message because you are enrolled in the Public Employee Retirement System, PERS, for your retirement. Rules in PERS require you work at least one day in any service month in which you collect a paycheck. Because the 2023-24 school year ends May 30, 2023, and you will be paid as normal at the end of June, you are required to work one day in June for your service in the PERS system to be properly credited to your retirement account. The district reached out to SVEA when they became aware of the issue and have worked collaboratively to find a solution.

We are contracted for a 184-day work year. 180 are instructional and the other four broken up into staff development and the Orientation Day August 11, 2023. Two staff development days fall on Wednesday November 1, 2023 and Monday January 29, 2024. SVUSD and SVEA have agreed that affected employees will have the option of not attending one of these staff development days and report on June 3, 2024 to satisfy your contractual 184-day work year and meet your PERS requirement.



Frank Werner
Saddleback Valley Educators Association



Darvin Jackson, Ed.D.
Saddleback Valley Unified School District

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
SADDLEBACK VALLEY EDUCATORS ASSOCIATION AND
SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT**

August 10, 2023

This Memorandum of Understanding (the MOU) is agreed between Saddleback-Valley Unified School District (“District”) and the Saddleback Valley Educators Association (“SVEA”), collectively referred to as the “Parties” concerning a change to the work calendar for SVEA members under the California Public Employee Retirement System, (CalPERS), and others that may be identified.

RECITALS

- A. **WHEREAS**, the negotiated work year for SVEA members consists of a total of 184 workdays, with 180 of those days consisting of instructional days, one day for teacher orientation, and three days for staff development; and
- B. **WHEREAS**, SVUSD has approved a calendar for the 2023-2024 school year with staff development days designated on August 10, 2023; November 1, 2023; and January 29, 2024; and
- C. **WHEREAS**, the 2023-2024 school year calendar currently does not contain a workday for SVEA members who work a 10-month contract in June 2024; and
- D. **WHEREAS**, SVEA members, in addition to others that may be identified, are members of the California Public Employees’ Retirement System (“CalPERS”). (Current SVEA members are identified in **Exhibit 1** to this MOU and incorporated herein by this reference) and CalPERS has represented to the District such members’ service credit would be negatively impacted if the members do not have a workday in the month of June 2024; and
- E. **WHEREAS**, the Parties wish to ensure SVEA members’ and others that may be identified retirement benefits are not negatively impacted while maintaining such employees’ negotiated number of work days.

NOW, THEREFORE, the Parties agree as follows:

- 1. For the SVEA members identified in **Exhibit 1**, and others that may be identified, June 3, 2024 will be added as a workday and included in such members’ 184 workday requirement as a professional development day.
- 2. The SVEA members identified in **Exhibit 1** and others that may be identified, may but are not required, to attend one of the following: the November 1, 2023 or January 29, 2024 professional development day. If they attend the optional professional development day, this day shall not count toward meeting the 184-workday minimum.

3. This MOU is non-precedential, is unique to the facts and circumstances, and applies only to the terms specifically agreed to herein. Nothing in this MOU shall be construed to waive, modify, or amend any provision of the collective-bargaining agreement except as provided herein.
4. Disagreements arising from the enforcement of this MOU shall be resolved in accordance with the grievance procedure set forth under the collective bargaining agreement between the District and SVEA.
5. The Parties agree that no representation is made regarding the creditability of the day of service provided for under this MOU.

This MOU shall remain in effect through the 2023-2024 school year unless otherwise agreed by the parties.

FOR THE DISTRICT:

Dated: 8/9/2023



FOR SVEA:

Dated: 8-9-23

