

**MURRIETA VALLEY UNIFIED SCHOOL DISTRICT and
MURRIETA TEACHERS ASSOCIATION**
Memorandum of Understanding - #M-12/13-03
(Compensation for Exceeding Maximum Class Size / Class Size Average Overages)

This Memorandum of Understanding is entered into by and between the Murrieta Valley Unified School District (hereinafter, "District") and the Murrieta Teachers Association (hereinafter, "Association.")

WHEREAS, the bargaining representatives of the District and the Association have met and discussed the teachers serving in classrooms where student enrollment exceeds negotiated class size maximums and/or class size averages;

WHEREAS, the District and Association desire to minimize any effect to affected bargaining unit members;

NOW, THEREFORE, IT IS AGREED that:

1. The District shall routinely cap maximum class size at 35 for core classes in grades 6-12. For the term of this M.O.U. class size maximum shall be 35. The District will use the following formula to determine compensation for teachers in an over-average class size:
 - "# of students over" X \$2.40 = "#" X student days exceeding class size average = "#" X 95.35% (attendance rate) = Amount to be Compensated.
 - The overage formula will be used in unique circumstances when adding staff may not be warranted or possible due to master schedules or disruption considerations. In those unique circumstances where class size maximums and/or class size averages exceed negotiated limits, the teacher shall be given the opportunity to decline. In cases where class size average and/or maximum exceed limits, should an alternative placement and/or remedy be unavailable, the District, the Association and the teacher shall meet to mitigate the overage.
2. *Teachers in grades K-3 with overages, (K is 33 maximum and 1-3 is 32 maximum), will be compensated by one of the following options:*
 - \$8 per student per day,
 - an agreed upon means of support in the form of supplies or equipment,
 - one-hour of aide time per student above class size ratio,
 - or, other mitigation measures agreed to by District, MTA and Teacher.
 - The overage formula will be used in unique circumstances when adding staff may not be warranted or possible due to master schedules or disruption considerations. In those unique circumstances where class size maximums and/or class size averages exceed negotiated limits, the teacher shall be given the opportunity to decline. In cases where class size average and/or maximum exceed limits, should an alternative placement and/or remedy be unavailable, the District, the Association and the teacher shall meet to mitigate the overage.
3. *Teachers in grades 4-5 with classes exceeding 32 will be compensated by one of the following options:*
 - \$8 per student per day,
 - an agreed upon means of support in the form of supplies or equipment,
 - 3-hour aide (per contract language),
 - or, other mitigation measures agreed to by District, MTA and Teacher.
4. The District shall communicate to the Association the affected teachers.
5. The names will be forwarded from Human Resources to Business Services for review/calculation process. Compensation will occur each semester.

6. Payroll will process a payment in the amount determined by the calculation.
7. This Memorandum of Understanding is non-precedent setting and shall sunset on December 31, 2013.

Dated this 14th day of June 2013

FOR MTA:

Kathy Ericson, President
Services

Wayne Conklin, Negotiations Chair
Resources

Lisa Reed, Team Member

Lanka Emory, Team Member

Coleen O'Dowd, Team Member

Russell Welch, Team Member

Heidi Schumaker, Team Member

Matt Johnson, Team Member

FOR MVUSD:

Stacy Coleman, Assistant Superintendent, Business

Pamela Wilson, Assistant Superintendent, Human

Leigh Lockwood, Elementary School Principal

Mary Walters, High School Principal

Dale Velk, Middle School Principal

Linda Diaz, Coordinator, Certificated Personnel

Guy Romero, Assistant Superintendent, Ed Services