

## Definition of Terms:

### Modified Day / Professional Learning Communities (PLC)

A time of teacher collaboration activities designed by the teachers and presented by the PLC facilitator to the site administrator and the leadership team. The site administrator and leadership team will verify that the focus is on student learning, curriculum or school-wide learning issues. If the site administrator and the leadership team determine the focus is not on student learning, curriculum or school-wide learning issues, the teachers of the PLC will revise activities and resubmit agenda to the site administrator and leadership team for verification. The PLC facilitator shall compile data utilized to drive student learning which will be provided to the site administrator and leadership team for presentation to the School Site Council for the formulation of and inclusion into the SPSA. The PLC facilitator shall be a teacher who is chosen by the teacher members of the individual PLC(s).

### RELATIVE

~~No more than a one-half (1/2) grade differential.~~

### 8.10 DEPARTMENT/GRADE LEVEL CHAIRPERSONS, LEAD TEACHERS

The Site Principal will submit a list of candidates ~~he/she deems~~ qualified for dept/grade level chairs to each department/grade level by May 1<sup>st</sup>. These positions shall be selected from the list by a vote from the association members in the department or grade level for the two-year term (beginning with the 2012-13 school year for elementary, all even-numbered grades will be elected for a 2-year term and odd numbered grades for a 1-year term. For secondary, ½ of departments will be for 2-year terms, and ½ for a 1-year term as determined by the site staff. All subsequent elections will be for 2-year terms). Chairpersons or lead teachers shall be required to have permanent status and a satisfactory evaluation, and at the secondary level shall be required to possess a regular credential in at least one of the areas of the department that he/she chairs. It is the preference and intent of the parties that grade level and department chairs not be PLC facilitators or site council members. At the secondary level, each association member who works in the department shall have one (1) vote. At the elementary level, combination class teachers shall have a vote at each grade-level taught. Selection will occur by the last day of the selection year to begin July 1 of the next school year. Mid-term vacancies will be filled following the same process to complete the two-year term. Chairpersons or lead teachers are subject to removal by the department through a vote of no confidence. Selected chairpersons or lead teachers are subject to removal by administration upon receiving a less than satisfactory stipend evaluation.

**8.10.1 Duties** – Department/Grade Level Chairpersons or Lead Teachers shall work in conjunction with the Principal or designee make recommendations as members of the leadership team in creating and proposing all school site goals (school site goals must support District goals), grade level and department configurations and class sizes, and academic stipends to be funded. The leadership team shall have input in developing a plan for expenditures of all site funds, and this plan shall be shared with the School Site Council, and other branches of the administration,

Based on consensus or majority viewpoint of the affected unit members, ~~Under that condition,~~ the major duties of these positions include but are not limited to:

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- 85
1. Coordinate department operations.
  2. Provide leadership in curriculum development and instructional techniques.
  3. Develop a departmental or grade level budget in support of site and District goals.
  4. Recommend the ordering of materials, supplies and equipment, and review expenditures on a monthly basis.
  5. ~~Provide leadership in~~ Propose in-service activities in support of site and District goals.
  6. ~~Act as a liaison~~ Active involvement in the development of the master schedule, scheduling modified day activities, and room assignments.
  7. Coordinate the establishment of the department's class offerings and course content.

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The Department/Grade Level Chairperson or / Lead teacher and Teacher on Special Assignment shall not act in an administrative capacity in any case, e.g. related to the evaluation of the unit members or discipline of unit members assignment of teacher duties, or any other instances that are administrative functions.

New ARTICLE 9 – (All subsequent articles to be pushed down and renumbered)

The School Site Council (SSC) establishes and maintains continual communication regarding the district's goals and core curriculum as well as each school's needs, and plans a program that can enable students to succeed in that curriculum. It is also the responsibility of each SSC to do everything possible to keep the program responsive to changing needs and priorities of the District and school site.

**9.1 Duties / Roles of the School Site Council**

The duties of the School Site Council include but are not limited to:

1. Develop and approve the Single Plan for Student Achievement (SPSA) for the site.
2. Develop a plan with the review, certification, and advice of any applicable school advisory committees and leadership team.
3. Disbursement of site funds which are consolidated into the SPSA.
4. Review of site administrative plan for expenditure of discretionary funds.
5. Aligning the content of the plan with the school's goals for improving student achievement.
6. Gather and interpret data in development of school goals.
7. Address how funds are used to improve the academic performance of all students to the level of the performance goals.
8. Review and update the SPSA annually, including proposed expenditures of funds allocated to the school for disbursement by the School Site Council.
9. Submission of the SPSA by the SSC chair for approval annually to the Board of Education.
10. Review bylaws annually and revise as needed.
11. Participate in annual training arranged by the District and Association.
12. Follow Education Code and guidelines provided by the California Department of Education.

**9.2 Election of School Site Council Members**

The selection of School Site Council members is determined by ballot amongst their peers. Beginning with the 2012-13 school year, ½ of the members for each group will be elected for a 2-year term and ½ (1 teacher, 1 other staff, and 3 parents/community members) for a 1-year term. All subsequent elections will be for 2-year terms.

Elections will occur within 20 days of the end of the prior school year. Once established, the School Site Council will elect a chairperson from its members, not to include the principal.

**9.3 Composition of School Site Council Members**

Elementary

- (1). 10 member minimum, if all categories are represented.
- (2). ½ staff, and ½ parents / community members.
- (3). Staff includes: principal, majority of classroom teachers, other staff.

Secondary

- (1). 12 member minimum, if all categories are represented.
- (2). ½ staff, and ½ parents / community members and students elected by their peers (optional at middle school level).
- (3). Staff includes: principal, majority of classroom teachers, other staff.

If Education Code and/or guidelines for School Site Councils are altered, applicable corresponding sections shall be deemed null and void. This Article is not subject to the grievance process outlined in this collective bargaining agreement, but shall be subject to uniform complaint procedure guidelines.

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**MEMORANDUM OF UNDERSTANDING (#M-11/12-03)  
AND PARTIAL CONTRACT TENTATIVE AGREEMENT  
BETWEEN  
MURRIETA VALLEY UNIFIED SCHOOL DISTRICT AND  
MURRIETA TEACHERS ASSOCIATION  
MARCH 8, 2012**

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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 Governor's proposed budget and potential reductions to educational funding;

WHEREAS, the District and the Association desire to minimize the effects of the on-going state budget crisis;

NOW, THEREFORE, IT IS AGREED that:

1. This Memorandum of Understanding is effective upon ratification by the Association and approval by the Board of Education and ceases June 30, 2013.
2. Class size average limits shall temporarily increase from contractual limits as follows:
  - K Current Contractual Limits (33:1)
  - 1-3 Current Contractual Limits (32:1)
  - 4-5 Current Contractual Limits (32:1)
  - 6-8 up to 33:1 average in core as defined in 11.2 not to exceed 36 maximum
  - 9-12 up to 33:1 average in core as defined in 11.3 not to exceed 36 maximum

At the secondary level (6-12), intensive core classes will not be counted towards the teacher's overall class size average.

It is the long-term goal of the parties to work toward decreased class sizes as funding for education in California becomes restored.

3. Grades 6-12 class size average overages shall be compensated according to the formula outlined in MOU #M-11/12-02. Grades K-3 overages will be compensated at \$8 per student, per day.
4. The District will reduce the salary schedule 3.17% for the 2012-13 school year with reduction to be spread equitably across all twelve (12) pay periods resulting in five (5) fewer duty days for the 2012-2013 school year to cover the current deficit spending, not including the governor's proposed tax initiative (see #6 below).
5. The 2012-2013 Teacher Duty Day Calendar reflecting 180 duty days is attached (Attachment A).
6. Should the Governor's Tax Initiative fail, the parties shall meet to implement additional furlough days and salary reductions equal to .54% (annual) for every \$30 per ADA revenue cut. The cumulative reduction in annual salary percentage shall not exceed any other employee group not to exceed a cumulative 9.66% reduction of annual salary.
7. Should the Governor's May Revision to his January 2012 budget proposal not provide an additional 1.4 million dollars in unrestricted revenue above the District's 2<sup>nd</sup> interim report, the parties shall meet to determine additional cost saving measures necessary to cover this projected shortfall.

8. Parties shall meet within ten (10) days to plan the implementation and time frame of restoration should additional unrestricted resources be identified.
9. It is the intent of this Memorandum of Understanding that all budget reduction days, to the greatest extent possible, be the same for all MVUSD employees in order to maximize savings.
10. This Memorandum of Understanding allows for step and column movements as authorized by contract unless otherwise agreed to by the parties.
11. If ratified by the Association and approved by the Board of Education, the District shall rescind all layoff notices to certificated bargaining unit employees noticed in March 2012.
12. The 180-day revised work year for the 2012-2013 school year shall be reported to the Riverside County Office of Education and shall represent a full year of service credit in the State Teachers Retirement System for Certificated Personnel.
13. At the expiration of this Memorandum of Understanding, the full one-hundred and eighty-five (185) day contract year shall be re-established unless the parties subsequently agree to other negotiated and approved agreements.
14. This Memorandum of Understanding or portions of it may be extended by mutual memorandum of understanding of the parties.

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Contingency Criteria

Should the fiscal outlook improve dependent on the State of California's 2012/13 budget, the District and Association shall meet to discuss the mitigation of salary and furlough cuts. If a budget reduction day has been served and additional and available unrestricted resources are identified, employees shall receive a one-time bonus representing restoration for each day restored. The representatives of the parties will convene after information is received from the 2<sup>nd</sup> Interim Budget, May 2012 Governor's Revision, Adopted State Budget, the 2011/12 Unaudited Actuals, and the 2012 November State of California Election to assess changes that may necessitate further cost saving measures or restoration of reductions.

Should the fiscal outlook deteriorate dependent on the State of California's 2012/13 budget, both parties agree to reopen negotiations to mitigate the increased deficit within ten (10) days of each event listed above.

This Memorandum of Understanding is subject to all approvals required under AB 2756 and AB 1200, as well as Governing Board Approval and Bargaining Unit Ratification.

The terms and conditions of this Memorandum of Understanding shall not establish a past practice, and are subject to the approval of both parties.

SIGNATURES ON PAGE 3

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Dated This 8<sup>th</sup> Day of March, 2012.

For the Association (MTA)

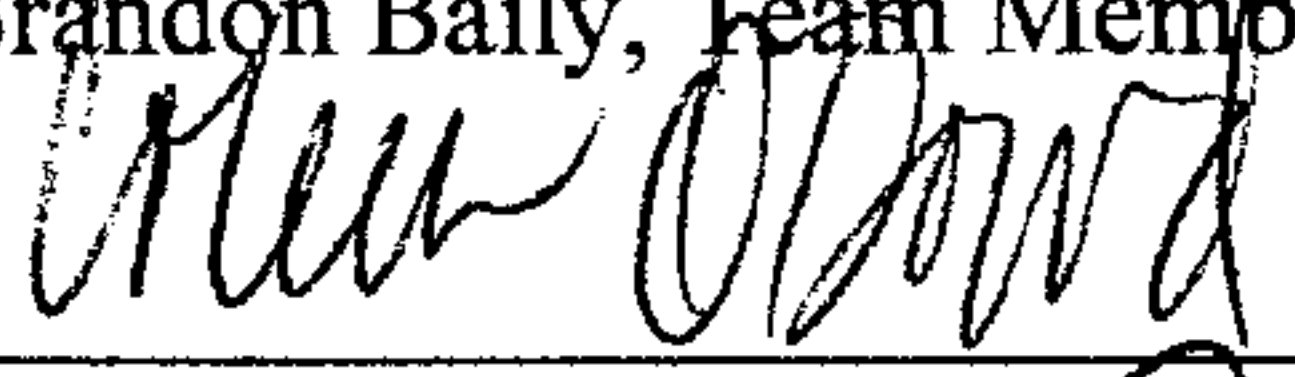
  
Wayne Conklin, Lead Negotiator

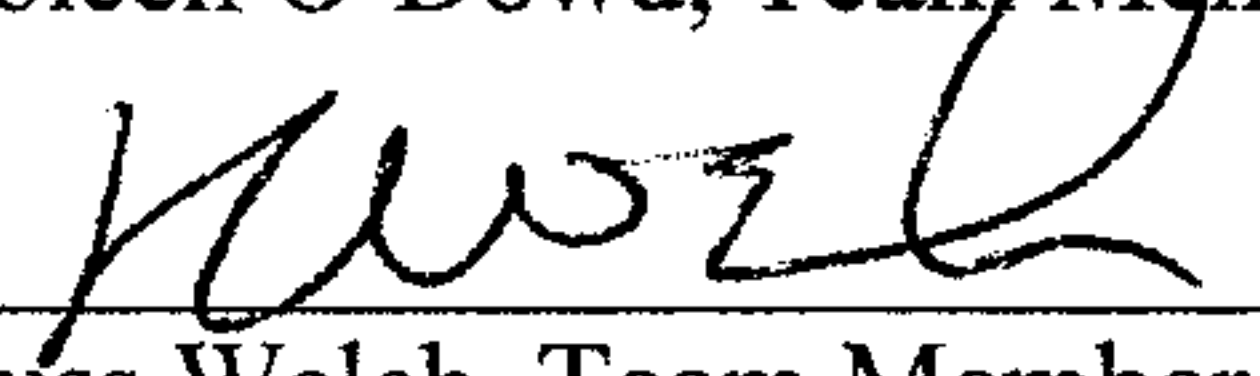
  
Chuck Smith, Team Member

  
Stacy Swenck, Team Member

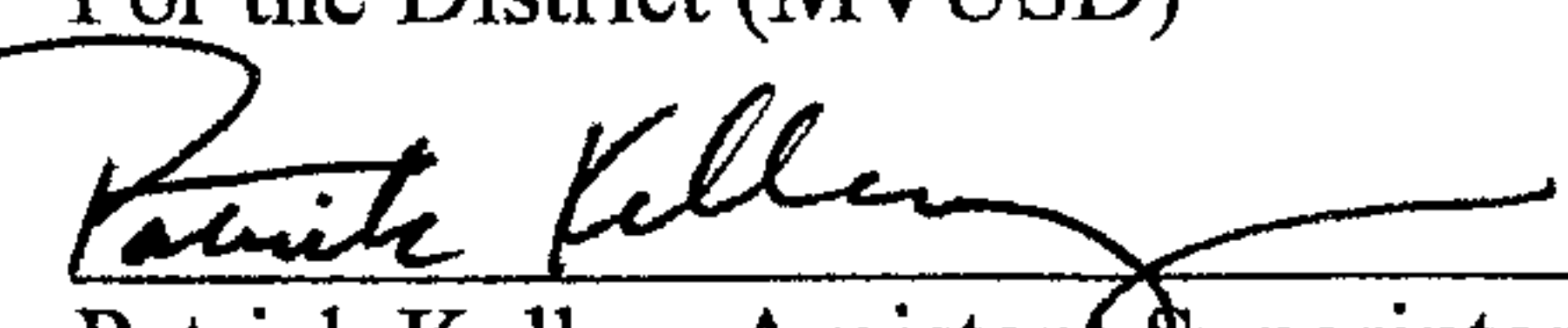
  
Heidi Schumaker, Team Member


Brandon Baily, Team Member

  
Coleen O'Dowd, Team Member

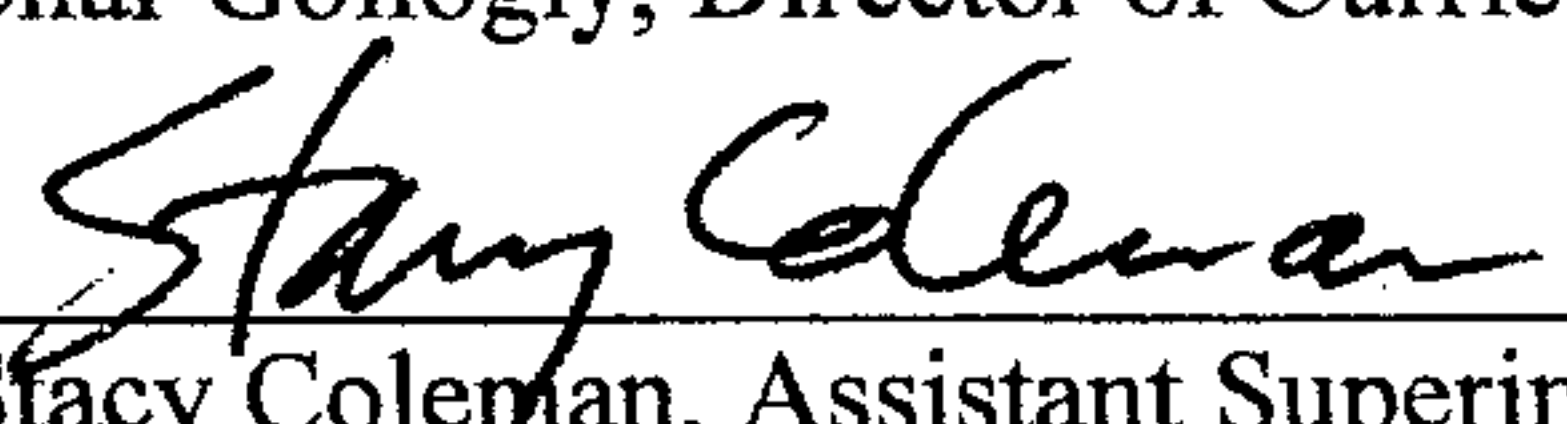
  
Russ Welch, Team Member

For the District (MVUSD)

  
Patrick Kelley, Assistant Superintendent, HR

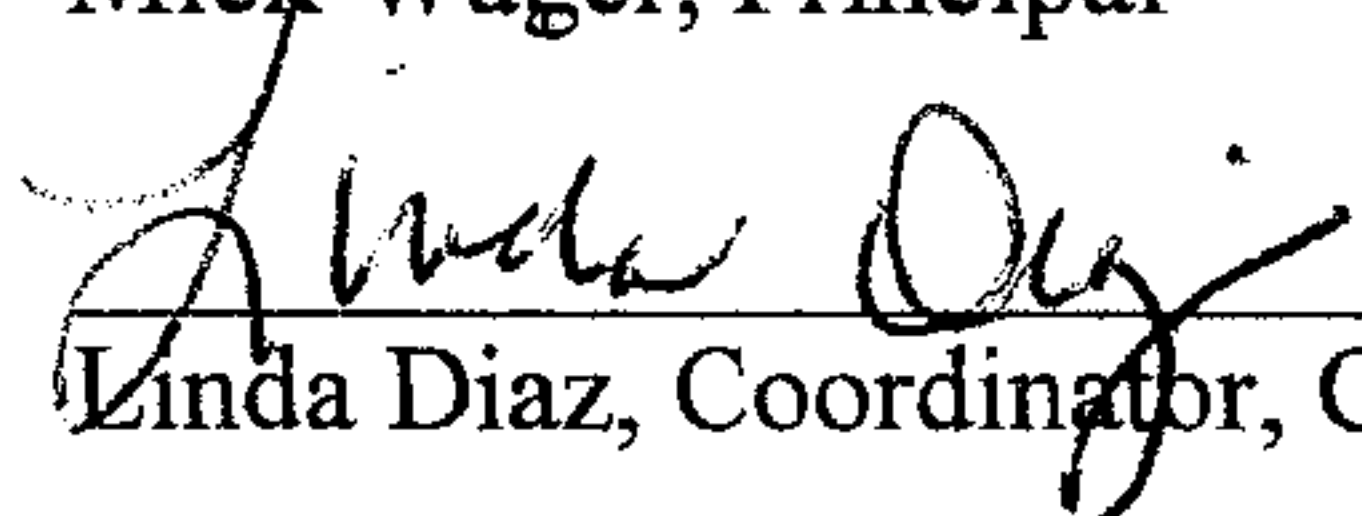
  
Pamela Wilson, Director, HR

Char Gollogly, Director of Curriculum

  
Stacy Coleman, Assistant Superintendent, Business

Leigh Lockwood, Principal

Mick Wager, Principal

  
Linda Diaz, Coordinator, Certificated Personnel

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**MURRIETA VALLEY UNIFIED SCHOOL DISTRICT and  
MURRIETA TEACHERS ASSOCIATION**  
**Memorandum of Understanding - #M-11/12-02**  
(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 36.
2. 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.
3. 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.
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 June 30, 2013.


Dated this 8<sup>th</sup> day of March 2012

FOR MTA:

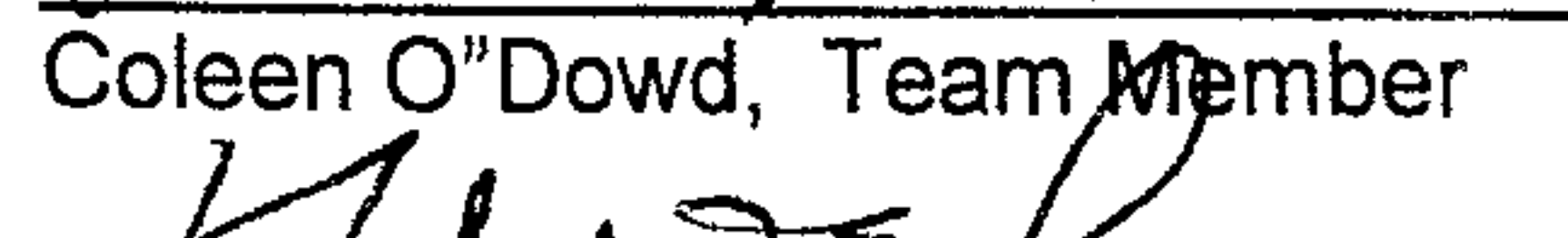
  
Kathy Ericson, President

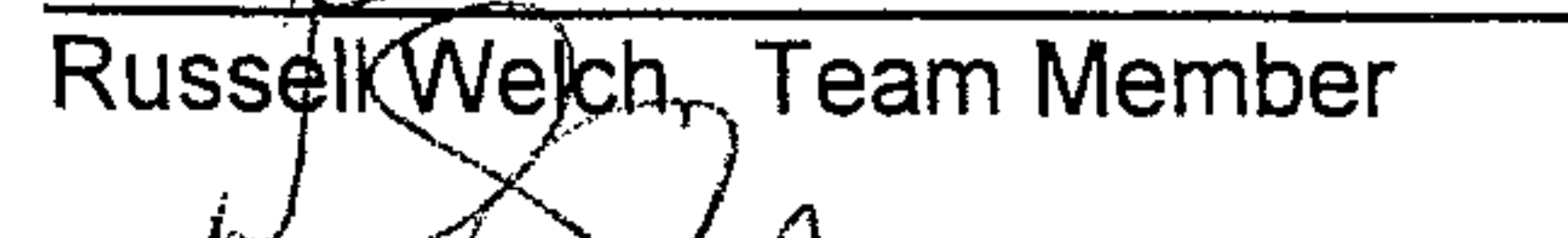
  
Wayne Conklin, Negotiations Chair

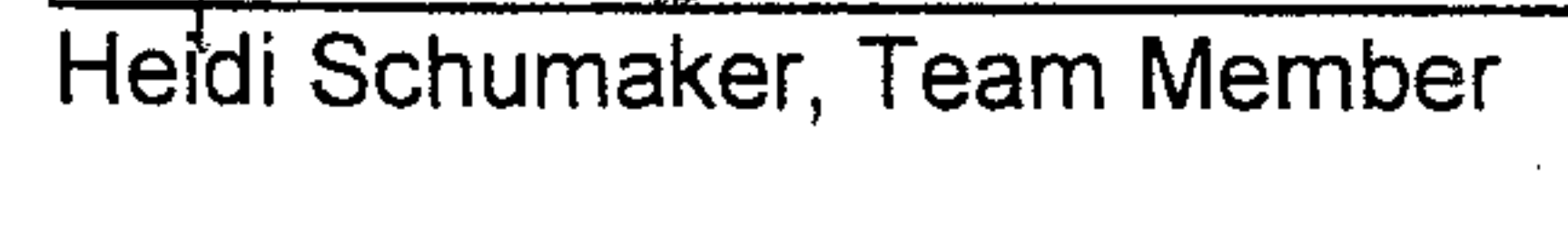
  
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Coleen O'Dowd, Team Member

  
Russell Welch, Team Member

  
Heidi Schumaker, Team Member

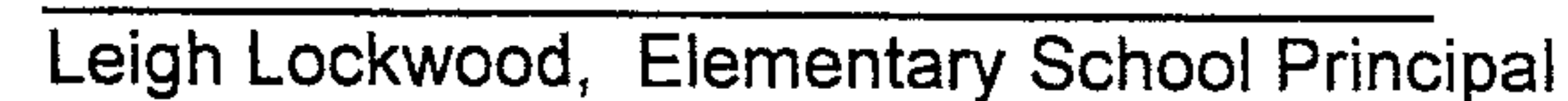
FOR MVUSD:

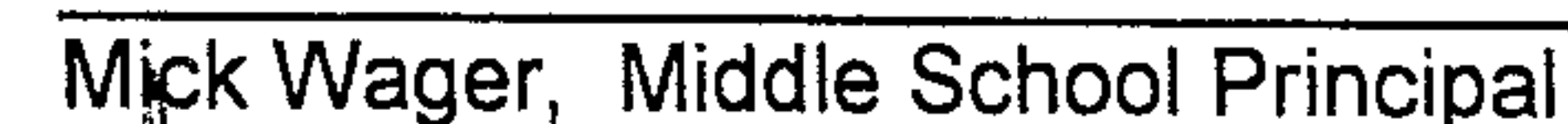
  
Patrick Kelley, Assistant Superintendent, HR

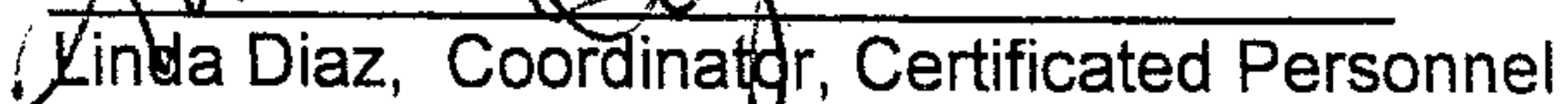
  
Stacy Coleman, Assistant Superintendent, BS

  
Pamela Wilson, Director, Human Resources

  
Char Gollogly, Director, Curriculum

  
Leigh Lockwood, Elementary School Principal

  
Mick Wager, Middle School Principal

  
Linda Diaz, Coordinator, Certificated Personnel