TENTATIVE AGREEMENT
BETWEEN
MURRIETA VALLEY UNIFIED SCHOOL DISTRICT AND
MURRIETA EDUCATORS ASSOCIATION
March 23, 2023

ARTICLE 6 SALARIES

6.1.1 The district agrees to receive input from the Association during the Spring budget development process so that total compensation interests for the Association are considered at the onset of the budget development process.

Effective July 1, 2023, a 7% on-schedule salary increase will be applied to all certificated salary schedules (Appendix A) and extra duty salary schedules (Appendix B).

6.4.1 ADDITIONAL COMPENSATION

a. Compensation for Summer and/or Home Teaching by regular bargaining unit members, including Child Development Teachers, Special Education Teachers, Speech Language Pathologists, Psychologists, and Nurses, and any extra-duty outside of the stipends (Appendix B) that are beyond contract requirements shall be paid at the bargaining unit member's hourly rate as follows: Teachers are not to exceed Step five, Column C (5-C) of the current certificated salary schedule (Appendix A). Nurses, Psychologists and Speech and Language Pathologists shall not exceed their hour rate up to Step 4 of the current salary schedule (Appendix A2a-c). Child Development Teachers shall not exceed their hourly rate up to Step five, Column C (5-c) of the current salary schedule (Appendix A3-8).

   a. NOTE: The attached MOU # 22/23-04 replaces 6.4.1 a., and confirms that bargaining unit members will be paid their hourly rate for Summer School 2023.

   c. Home Teaching/Home Hospital teachers shall be paid one additional hour per week at the bargaining unit member’s hourly rate for teacher-directed prep time. See 6.4.7 below.

6.4.5 All Academic Stipends, with the exception of department/grade level leaders/PLT leaders (as defined in 8.10 9), are assigned on a year-to-year basis. Positions will be reviewed on an annual basis and will continue and be renewed for the following year based upon receipt of a year-end satisfactory extra-duty/stipend assignment evaluation. Please see “Extra-duty Stipend Language” in Appendix B for additional provisions/limitations.

6.4.6 Essential trainings that teachers opt to attend outside the teacher duty day calendar will be compensated at the hourly rate not to exceed Step five, Column C (5-C) of the current certificated salary schedule (Appendix A) $30 per hour/$210 per day. Essential trainings are mandated trainings directly related to the implementation of the adopted grade level curriculum. Essential training would include California State Standards training, district units, textbook adoption training, and core mandated supplementary material trainings.

   Teachers working off-track on programmatic curriculum, and or instructional program/project activities, will be compensated at the hourly rate not to exceed Step five, Column C (5-C) of the current certificated salary schedule (Appendix A) at the daily, non-emergency credentialed teacher substitute rate.

   When trainings are posted/communicated, the pay rate will be included along with the description.

6.4.7 Bargaining unit members providing Home Hospital instruction shall be paid at their regular hourly rate. In addition, bargaining unit members will receive one additional hour of compensation per week, per student, during weeks in which instructional services are provided to home hospital students for Home Hospital caseload management. Compensation for the additional hour will be at the bargaining unit member’s hourly rate.
6.9 For the 2023/2024 school year only, voluntary coverage of additional caseloads by school nurses, school psychologists, and speech/language pathologists, will be paid extra duty for assessments, IEP’s, per the descriptors outlined in an MOU. This MOU will be created on or before April 30, 2023 for the 2023/2024 school year.

6.9.1 For the 2021/2022 school year, in Beginning with the 2023/24 school year, in the event of an emergency where Human Resources directs and approves that entire classes need to be combined, when no substitute teacher is available, teachers shall be paid the pro rata share of their daily rate of pay. not to exceed C5.

ARTICLE 8 CONTRACT HOURS AND DUTIES

8.1 WORK DAY – The length of the teacher work day including prep, lunch, relief, and before/after school hours shall consist of seven (7) on-site consecutive hours. The District may require teachers at the elementary and middle school level to work an additional 60 minutes once per week on early release days for purposes of Professional Learning communities or for professional development as needed, including up to one sixty (60) minute faculty meeting monthly. Beginning January 2020, teachers will be given 26 hours annually on early-release Mondays for on campus planning and preparation as determined by the individual teacher. This teacher-directed time will be calendared by educational services in collaboration with MEA, and this calendar will be posted on the District website annually, no later than the first workday of each school year.

8.4.2 Bargaining Unit Members who volunteer to supervise students at arrival or dismissal, at the direction of site administration, during their contracted prep period shall be paid at the member’s hourly rate.

8.9 DEPARTMENT/GRADE LEVEL CHAIRPERSONS, LEAD TEACHERS & PROFESSIONAL LEARNING TEAM (PLT) LEADERS

The leadership team may be comprised of department, grade level or programmatic coordinator/teachers to support the function of shared leadership. The principal will submit a list of candidates qualified for dept./grade level chairs/PLT leads to each department/grade level by May 1st. These positions shall be selected for the list by a vote from the teachers in the department or grade level for the two-year term. Chairpersons, PLT leads, or lead teachers shall be required to have permanent status and a satisfactory evaluation, and at the secondary level shall be qualified to and teach in at least one of the areas of the department that he/she chairs/leads. If no qualified permanent teachers volunteer or are available, a probationary teacher may be recommended or appointed by the principal to serve as a department/grade level lead, PLT lead, or lead teacher. It is the preference that grade level and department chairs not be PLC facilitators or site council members. At the secondary level, each teacher 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. PLT lead term and selection/removal process will follow the department/grade level lead teacher term and selection/removal process. Chairpersons, PLT leaders, or and 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. In the event no one person from a team is willing to be the department/grade level lead, PLT lead, or lead teacher, the team will equally share the stipend and the responsibilities of the position.

8.9.1 Department/Grade Level Chairpersons or Lead Teachers Duties -- Department/Grade Level Chairpersons or Lead Teachers shall work in conjunction with the Principal or designee as members of the leadership team in creating, proposing, and reviewing 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.
8.9.2 Professional Learning Team (PLT) Lead Duties: The PLT Leads shall work in conjunction with the Principal or designee on the PLT implementation. The essential duties of this position include but are not limited to:

1. Compiles and communicates the PLT meeting agenda, with input from the team.
2. Leads all PLT meetings and ensures that all voices are heard during the conversation.
3. Ensures that conversations at team meetings are focused on the four essential PLT questions and/or grade level/department planning and preparation. The site administrator and leadership team will verify that the focus is on student learning, curriculum or school-wide learning issues.
4. Facilitates collaboration around student learning data and team goal setting.
5. Creates opportunities to celebrate short and long-term accomplishments.
6. Completes and submits PLT notes to the site hub (digital platform for shared PLT documents).
7. Participates in a maximum of 2 annual PLT trainings.
8. Promotes a high functioning, collaborative environment.
9. Communicates with principal or designee with any questions or concerns.
10. Attends site level meetings with administrator or designee as necessary, not to exceed once per month.

The Department/Grade Level Chairperson / Lead teacher/PLT Leader and Teacher on Special Assignment shall not act in an administrative capacity related to the evaluation of the unit members or discipline of unit members.

8.9.23 A committee of teachers shall be formed at each elementary site and at each elementary grade level to recommend the structure of classes for the following year. Class formation in number and composition shall be balanced, with the goal of balancing classes as regards to the gender, achievement levels, learning styles/behavior, Special Program placement and attendance history of students. At the secondary level, department and/or grade level chairs will provide input into the development of the master schedule as specified in 8.10.1 8.9.1.

8.12 Elementary Report Card/Progress Report Due Dates: Elementary report cards/Progress Reports shall be completed by 3 pm of the last duty day of the reporting period.

**ARTICLE 12 CLASS SIZE**

12.1 Elementary School (TK-5) Class Size Maximums

Grade TK The District shall follow the applicable laws and regulations concerning TK.

**Grades TK-3**

In order to protect Grade Span Adjustment revenue, it is necessary to provide flexibility with TK-3 class sizes. The district remains committed to the extent possible to make adequate yearly progress toward Grade Span Adjustment goals corresponding to LCFF. Therefore, TK-3 classrooms at each site will have a maximum student enrollment of 33 with a site TK-3 class size average of 31. The parties agree that this constitutes a collectively bargained alternative to the statutory class size requirements.

It is not the intent of the district to utilize the above language to supersede GSA goals. However, given the current uncertainty regarding district enrollment projections and state of California budget, it is imperative that there is flexibility at the TK-3 level district wide.

*District has twenty (20) fifteen (15) days to remedy over-maximum classes

For the 2023-2024 and 2024-25 fiscal years the following will apply to Article 12.1 for Elementary Grades 1 through 5 only. This will be outlined in a 2 year MOU, 2023-2024 and 2024-25.

1. Grades 1 through 3 Class Size Overage Pay
For each instructional day where enrollment exceeds 24, teachers will be provided the following:

- $15 for the 25th Student
- $15 for the 26th Student
- $20 for the 27th Student
- $20 for the 28th Student
- $25 for the 29th Student and each student thereafter

2. Grades 4 and 5 Class Size Overage Pay
For each instructional day where enrollment exceeds 29, teachers will be provided the following:

- $15 for the 30th Student
- $15 for the 31st Student
- $20 for the 32nd Student
- $20 for the 33rd Student
- $25 for the 34th Student and each student thereafter

*For grades 4-5, the 3-hour overage aide or equivalent (Article 12.1) shall be suspended for the 2023-24 and 2024-25 fiscal years.

*For grades 4-5, the District has twenty (20) fifteen (15) days to remedy over-maximum classes.

12.2 MIDDLE SCHOOL (Grades 6-8) CLASS SIZE MAXIMUMS

"# of students over" X $2.40 $5.00 = "#" X student days exceeding class size average = "#" X 95.35% (attendance rate) = Amount to be Compensated.

12.3 HIGH SCHOOL (Grades 9-12) CLASS SIZE MAXIMUMS

"# of students over" X $2.40 $5.00 = "#" X student days exceeding class size average = "#" X 95.35% (attendance rate) = Amount to be Compensated.

For schools on a six-period schedule:
Maximum of 38 effective in core classes: English, Math, Science, Social Science, and Foreign Language.
Class sizes will not exceed the number of workstations for elective courses. The number of workstations for each elective course will be determined by the administration with input from the lead teacher. A basic workstation is defined as an assigned location where a student normally spends the majority of class time performing the operational functions necessary to meet the performance objectives and goals of the course.

District has twenty (20) days to remedy over-maximum classes.

For schools on a seven-period schedule:

12.4.1.3 RSP Caseloads
It is recommended that Resource Specialists shall not teach more than three academic core class sections and/or study skills classes, unless mutually agreed upon by both parties.

"# of students over" X $5.00 = X student days exceeding class size and/or caseload maximum = Amount to be compensated.

12.4.1.2 SDC Caseloads
"# of students over" X $2.40 $5.00 = X student days exceeding class size and/or caseload maximum = Amount to be compensated

12.5 SCHOOL NURSE CASELOADS
In order to effectively serve the staff and student population, nurse staffing will be reviewed annually by the District and Lead Nurse to determine staffing needs. The District shall maintain a Nurse to student ratio average of 2.38:1 2.100 students. Assignments will be determined as outlined in Article 11.7.
12.6 SPEECH AND LANGUAGE PATHOLOGIST CASELOADS
In order to effectively serve the population of students who receive educational services, Speech and Language Pathologist staffing will be (1) reviewed, monitored, and mitigated throughout the school year by the District and (2) reviewed at minimum annually in January-March by the District and the lead SLPs to determine staffing needs for the subsequent year, based upon current student needs.

12.7 PSYCHOLOGIST CASELOADS
In order to effectively serve the population of students who receive educational services, psychologist staffing will be reviewed annually by the District and the lead psychologist to determine staffing needs based upon student need at the time of staffing. The District will annually staff using the following districtwide Psychologist to student ratio average of 1:1200 1:1000 calculated based on total district enrollment. Annual review of caseloads should include projections for student enrollment for the subsequent year. Assignments will be determined as outlined in Article 11.6.

For Psychologists who require additional assistance during the school year to address overages, support will be determined on a case-by-case basis by the affected Psychologist, the Executive Director of Special Education or designee, and the Association SSSP Director.

12.8 SPECIALIZED STUDENT SUPPORT ON SPECIAL ASSIGNMENT
Specialized Student Support (Nurse, Speech Language Pathologist, and Psychologist) on Special Assignment and Lead Nurse, positions shall not be included in staffing ratios as listed in articles 12.5, 12.6, and 12.7.

ARTICLE 23
FAMILY SERVICES LEAD AND CHILD DEVELOPMENT TEACHER

23.3 SALARIES – Bargaining unit members who are Child Development Family Services Leads (FSLs) and/or Teachers (CDTs) will be paid salaries as provided in Article 6, Appendix A-3 through A-8. Effective July 1, 2023, The “New PERS” Child Development Teacher and Family Services Lead salary schedules will be eliminated and affected bargaining unit members will be placed on the “Classic PERS” salary schedules reflecting their current position and duty day assignment. These salary schedules will be renamed “Salary Schedule.”
APPENDIX B
STIPENDS

Professional Learning Team (PLT) & Elementary/Middle School Grade Level Leader/Dept Chair

STIPENDS
(Has not yet been updated to reflect 7% increase)

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### Special Events Day Coach

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### Elementary School

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### Grade Level/Division Leader

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### Professional Learning Team (PLT) Lead

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### ASB Advisor

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### Instructional Technology Leader

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### Special Events Coach

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### Definitions of Terms

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

A time of teacher collaboration activities, including but not limited to data analysis, grade level / department planning and preparation, designed by the teachers. The agenda will be 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).

Acceptance of this offer, as written, closes all regular negotiations for 2023-2024.

This agreement is subject to ratification by the Bargaining Unit and Approval by Board of Education.
AGREED TO THIS 23RD DAY OF MARCH, 2023

FOR MEA:

Lisa Murray
Lisa Murray (Apr 10, 2023 17:17 PDT)
Lisa Murray, MEA Lead Negotiator

Julie Pulatie
Julie Pulatie, MEA

Heather Goka
Heather Goka (Apr 10, 2023 17:16 PDT)
Heather Goka, MEA

Brittany Sattari
Brittany Sattari, MEA

Kimberly Binning-Chevlin
Kimberly Binning-Chevlin, MEA President

Chris Shoults
Chris Shoults (Apr 10, 2023 17:24 PDT)
Chris Shoults, MEA

Brad Stein
Brad Stein, MEA

Heidi Schumaker
Heidi Schumaker, MEA

Cynthia Maddox-Sanchez
Cynthia Maddox-Sanchez (Apr 10, 2023 17:18 PDT)
Cynthia Maddox-Sanchez, MEA

Lisa M. Van Ryzin, RN
Lisa M. Van Ryzin, RN (Apr 10, 2023 17:19 PDT)
Lisa Van Ryzin, MEA

FOR MVUSD:

Leigh Lockwood
Leigh Lockwood (Apr 10, 2023 16:45 PDT)
Leigh Lockwood, Assistant Superintendent, Human Resources

Darren Daniel
Darren Daniel, Deputy Superintendent

Craig Frame
Craig Frame, Executive Director Human Resources

Steve Ellis
Steve Ellis (Apr 10, 2023 16:13 PDT)
Steve Ellis, Director Human Resources

James Whittington
James Whittington, Chief Financial Officer

Samantha Toumayan
Samantha Toumayan (Apr 11, 2023 19:52 PDT)
Samantha Toumayan, Director Fiscal Services

Faythe Mutchnick-Jayx
Faythe Mutchnick-Jayx, Assistant Superintendent

Celeste Scallion
Celeste Scallion, Principal

Daniel Baldwin
Daniel Baldwin, Principal

Kathleen Israelsen
Kathleen Israelsen, Director Family Services
MEMORANDUM OF UNDERSTANDING 22/23-04
(Regarding 2023 Summer School Teacher rate of pay)

The Murrieta Valley Unified School District ("District") and the Murrieta Educators Association ("Association"), jointly known as the Parties ("Parties") enter into this Memorandum of Understanding ("MOU") regarding 2023 Summer School Teacher rate of pay.

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the current Collective Bargaining Agreement and shall remain in effect until modified by mutual agreement of the District and the Association.

The Parties affirm the obligation to comply with all provisions of the Collective Bargaining Agreement ("CBA") not in conflict with this MOU. Further, the Parties affirm that all provisions of the Educational Employment Relations Act ("EEERA") California Government Codes 3540 et seq. apply and remain in effect.

1. The parties affirm that the current MEA CBA, Article 6.4.1, states that Summer School Teachers are not to exceed Step five, Column C (5-C) of the current certificated salary schedule (Appendix A) contract.
2. The parties affirm that the 2023 summer school programs, due to COVID 19 pandemic impacts on student achievement, will be serving larger groups of K-12 students than in years past and there is a need for more Summer School Teachers.
3. The 2023 Summer School program runs June 12, 2023 through July 12, 2023.
4. The parties affirm there are one-time dollars available to compensate 2023 Summer School Teachers at a rate higher than C5 of the current certificated teacher salary schedule.

The Parties agree to the following:

1. Summer school teachers will be paid at their hourly rate (based on their current, 2022/23 base salary rate) for the 2023 Summer School Program, to include the instructional days and the required meeting/preparation/training days.
2. One-time dollars will be used to compensate teachers at their hourly rate.
DURATION OF AGREEMENT: This MOU addresses the negotiable effects of the 2023 Summer School Teacher rates of pay. The provisions of this agreement shall not be modified and/or changed unless both parties mutually agree. All provisions of this MOU are subject to the negotiated grievance procedure in the CBA. This MOU is not precedent setting.

Dated this 8th day of March, 2023.

FOR MURRIETA EDUCATORS ASSOCIATION:

Kimberly Binning-Chevlin, President, Murrieta Educators Association

Lisa Murray
Bargaining Chair, Murrieta Educators Association

FOR MURRIETA VALLEY UNIFIED SCHOOL DISTRICT:

Leigh Lockwood
Assistant Superintendent, Human Resources

James Whittington
Chief Financial Officer

Steve Ellis
Director, Human Resources
"MEA Tentative Agreement 3-23-23 with Summer School Attachment" History

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James Whittington (jwhittington@murrieta.k12.ca.us) has agreed to the terms of use and to do business electronically with Murrieta Valley Unified School District
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Signature Date: 2023-04-11 - 4:15:08 PM GMT - Time Source: server - IP address: 204.100.182.3

Agreement completed.
2023-04-11 - 4:15:08 PM GMT

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