

**MEMORANDUM OF UNDERSTANDING (#M09-10-01) AND  
CONTRACT TENTATIVE AGREEMENT  
BETWEEN  
MURRIETA VALLEY UNIFIED SCHOOL DISTRICT AND  
MURRIETA TEACHERS ASSOCIATION  
APRIL 23, 2010**

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 proposed Governor's budget cut;

WHEREAS, the District and the Association desire to minimize the effects of the current budget crisis;

NOW, THEREFORE, IT IS AGREED that:

1. This memorandum of understanding is effective upon ratification by membership and approval by the Board of Education and ceases June 30, 2011.
2. Class size average limits shall temporarily increase from contractual limits as follows:
  - K-3 25:1
  - 4-5 No Change
  - 6-8 32:1 in core as defined in 11.2
  - 9-12 32:1 in core as defined in 11.3
3. Grades 6-12 class size average overages shall be compensated according to MOU #M-08/09-02 which expires 6/30/11. Grades K-3 class size average overages shall be compensated at \$8 per student, per day.
4. One budget-reduction day (furlough day) is equal to a .54% reduction on the certificated salary schedule.
5. A total of seven (7) budget reduction days shall be implemented as follows:
  - a. Seven (7) budget reduction days shall be implemented for the 2010-2011 school year. The days shall be as follows:

Semester 1 - (2 days)

1. Monday, August 9, 2010 (Staff Professional Development Day)
2. Friday, November 12, 2010 (Student Day)  
(Tuesday August 10 is a teacher preparation day)

Semester 2 - (5 days)

1. Monday, January 10, 2011 (Staff Professional Development Day)
2. Monday, April 25, 2011 (Staff Professional Development Day)
3. Friday, May 27, 2011 (Student Day)
4. Thursday, June 9, 2011 (Student Day)
5. Friday, June 10, 2011 (Student Day)  
(The teacher preparation day scheduled for June 13, 2011 shall be served following the last student day with the ability to flex that day with site administrator approval)

6. The District will reduce the salary schedule 3.78% which incorporates seven (7) budget reduction days for the 2010-2011 school year to be spread equitably across all pay periods.
7. Friday, May 28, 2010 (current school year) shall become a non-student day and certificated staff development day.
8. An eighth (8<sup>th</sup>) budget reduction day shall be eliminated due to the District receipt of State Allocation Board Allotments for Murrieta Mesa High School that may be utilized for Deferred Maintenance projects. Should this funding source not be realized, the parties shall meet to negotiate this day.
9. A ninth (9<sup>th</sup>) budget reduction day originally needed shall not be implemented in 2010-2011 due to the utilization of one-time restricted Medi-Cal LEA billing funding and the shifting of authorized expenditures from General Fund to this restricted fund source.
10. Budget reduction days shall be restored one-by-one when the following identified components of the base revenue limit increases positively:
  - COLA (-0.38%)
  - Deficit Factor (18.355%)
  - Per ADA reduction (\$201 per student)
  - Increase in revenue due to ADA growth less costs

For every \$635,000 in additional revenue, the District shall restore one (1) budget reduction day. In addition to the above factors, any unrestricted revenues, such as federal dollars, shall be utilized in restoring budget reduction days.

11. It is the intent of this tentative 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.
12. This memorandum of understanding allows for step and column movements as authorized by contract.
13. The District agrees to restore the 25% reduction to school site academic stipend allocations so as to be funded at 2007-2008 levels. Stipends shall be paid according to contract.
14. 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 2010.
15. Concessions outlined in this memorandum of understanding shall be restored in the following order:
  - Student Contact Days
  - Teacher work days
  - Class Sizes
16. The 178-day revised work year for the 2010-2011 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.
17. At the expiration of this memorandum of understanding, the full one-hundred and eighty-five day (185) contract year shall be re-established.
18. This memorandum of understanding or portions of it may be extended by mutual memorandum of understanding of the parties.

Contingency Criteria

Should the fiscal outlook improve dependent on the State of California's 2010/11 budget, the District shall mitigate this salary rollback by proportionally restoring compensation levels to each employee group through mutually agreed upon negotiations. If any budget reduction day has been served and additional and available (unrestricted) revenue is received, the Association shall receive a one-time bonus representing restoration for each restored day. The 2009/10 ending fund balance will be reviewed by the parties within thirty (30) days of the Unaudited Actuals.

Should the fiscal outlook deteriorate dependent on the State of California's 2010/11 budget, both parties agree to reopen negotiations to mitigate the increased deficit within ten (10) days of the approved state budget.

This memorandum of understanding is subject to all approvals required under AB 2756 and AB 1200, as well as Governing Board 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.

Dated This 23<sup>rd</sup> Day of April, 2010.

For the Association (MTA)

For the District (MVUSD)

\_\_\_\_\_  
Matthew Johnson, Lead Negotiator

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Patrick Kelley, Assistant Superintendent

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Kathy Ericson, Team Member

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Pamela Wilson, Director

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Wayne Conklin, Team Member

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Char Gollogly, Director

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Teresa Basin, Team Member

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Stacy Swenck, Team Member

**TENTATIVE AGREEMENT MVUSD/MTA**

**The parties agree to amend the COLLECTIVE BARGAINING AGREEMENT as follows:**

Article 9.3.1. – Bereavement Leave

1. A bargaining unit member shall be entitled to a maximum of ~~three (3)~~ **five (5)** days leave of absence, or ~~six (6)~~ **seven (7)** days leave of absence if out of state travel is required, without loss of salary on account of death of any member of his/her immediate family. The bargaining unit member shall make every effort to comply with District notification procedure to enable the District to secure a substitute.

Article 9.10.1 – Personal Leave

2. A bargaining unit member shall be entitled to charge ~~three (3)~~ **five (5)** days of unused sick leave per school year to be used for any purpose which such bargaining unit member deems sufficiently important to absent himself from his/her duties.

Article 10.3.4 – Involuntary Transfer and Reassignment

3. Bargaining unit members involuntarily transferred after the start of the school year shall be provided three (3) duty-free contract days for the new assignment. Bargaining unit members involuntarily reassigned after the start of the school year shall be provided two (2) duty free contract days for the new assignment.

Article 11.2 Middle School Class Size Maximums

4. In the event an individual teacher's class size average a middle school site ~~must exceeds~~ 31, ~~due to an unexpected enrollment,~~ site administration must distribute students equally to teachers with the same academic curricular assignments. ~~In no circumstance will class size average exceed 32 for any teacher during a school year.~~

Dated This 23<sup>rd</sup> Day of April, 2010.

For the Association (MTA)      For the District (MVUSD)

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