

**MURRIETA VALLEY UNIFIED  
SCHOOL DISTRICT**

41870 McAlby Court  
Murrieta, CA 92562  
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LABOR AGREEMENT WITH

**MURRIETA TEACHERS ASSOCIATION  
(NEA/CTA/MTA)**

25114 Jefferson Avenue  
Murrieta, CA 92562  
(951) 696-1219

July 1, 2009 through June 30, 2011  
Board Approved 6/4/09

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**2009-2011**

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This is an Agreement made and entered into this 1st day of July 2009, between the Murrieta Valley Unified School District (hereinafter referred to as "District") and the Murrieta Teachers Association (MTA/CTA/NEA) Chapter of the California Teachers Association (hereinafter referred to as "Association.") The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the District and the Association.

**ARTICLE 1 RECOGNITION**

1.1 The District recognizes the Murrieta Teachers Association (MTA) as an affiliate of the California Teachers Association (CTA) and the National Educators Association (NEA) for the purpose of the Rodda Act as the exclusive representative for all classroom teachers and non-management certificated personnel with the following exceptions:

- |                     |                   |             |
|---------------------|-------------------|-------------|
| Coordinators        | Psychologists     | Nurses      |
| Counselors          | Speech Therapists | Supervisors |
| District Librarians | Substitutes       |             |

**ARTICLE 2 TERM OF AGREEMENT**

2.1 The Articles and provisions contained herein constitute a bilateral and binding agreement between the District and the Association.

2.2 This agreement shall remain in full force and effect from July 1, 2009 until June 30, 2011, and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than March 15 of its request to modify, amend, or terminate the Agreement.

For 2010/11, each party may open two articles for negotiation in addition to Article 6, Salaries and Article 7, Fringe Benefits for a total of six (6) articles.

In 2009/2010, the District will develop an early retirement incentive program in conjunction with the Association sub-group effective for the 2010/11 school year.

**ARTICLE 3 DISTRICT RIGHTS**

3.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to those duties and powers, are the exclusive rights to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number of kinds of personnel required; maintain the efficiency of district operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, transfer, evaluate, promote, terminate, and discipline employees.

3.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the Agreement and the law.

3.3 The District reserves the right to determine whether or not an emergency exists and to take appropriate remedies and actions that directly relate to the resolution of the emergency.

## ARTICLE 4 EMPLOYEE AND ASSOCIATION RIGHTS

- 4.1** Association business, discussions, and activities may be conducted by bargaining unit members or union officials on district property, whenever:
- 4.1.1** An authorized Association representative obtains advance permission from the Superintendent or designee regarding the specific time, place, and type of activity to be conducted.
  - 4.1.2** The Superintendent or designee can verify that such requested activities and use of facilities will not interfere with the school programs and/or duties of bargaining unit members, and will not directly or indirectly interfere with the right of employees to refrain from listening or speaking with a union representative.
- 4.2** The Association may use the school mailboxes and staff workroom bulletin boards and other means of communication subject to the following conditions: **(a)** all postings for bulletin board or items for school mailboxes must contain the date of posting or distribution and the identification of the organization, together with a designated authorization by the Association president; **(b)** a copy of such postings or distributions must be delivered to the Superintendent or designee at the same time as posting or distribution; and, **(c)** if the Association continually posts or distributes information which is derogatory or defamatory of the District or its personnel, the District may remove the right to post or distribute for a period of one full semester.
- 4.3** Reasonable access will be provided the Association to duplicating equipment, as long as its use does not interfere with the production of materials for the educational program or administrative functions of the District. The Association will reimburse the District at the same rate as the public for the use of the equipment.
- 4.4** The Association may exclusively receive time off from duties for the processing of grievances past the Informal Level of the grievance procedure, Article 19 herein, for bargaining unit members who are designated as Association representatives, subject to the following conditions:
- 4.4.1** By no later than fifteen (15) days following the signing of this Agreement, the Association will designate in writing to the Assistant Superintendent for Human Resources, two bargaining unit members who are to receive the time off;
  - 4.4.2** Within fifteen (15) days of the signing of this agreement and within two (2) days of any changes the Association will provide written notification to the Assistant Superintendent a list of all Association officers to include, but not be limited to president, vice-president, secretary, treasurer, site representatives, and grievance representatives, etc. It is recognized that any MTA member, who for whatever reason becomes a non-MTA member, can no longer be an Association officer/representative or represent the Association in any way.
  - 4.4.3** Twenty-four (24) hours prior to release from duties for grievance processing the designated representative informs his immediate supervisor in order that an adequate substitute may be obtained, if such is necessary; and,
  - 4.4.4** That such time off shall be limited solely to representing a grievant in a conference with a management person, beyond the Informal Level, and in no way shall this limitation include use of such time for matters such as gathering information, interviewing witnesses, or preparing a presentation.
- 4.5** The District shall, at no charge, furnish the Association with one copy of any official budgetary documentation that is available in the district; however, the Association will reimburse the District for the cost of reproduction of subsequent copies.
- 4.6** The District shall furnish the Association with access to the placement of personnel on the respective salary schedules.
- 4.7 President Release**

The parties recognize that it is to the advantage of the District, the Association, and the community for the President to take an active role to foster a positive work environment for employees and a positive learning environment for students. The parties also understand the importance to build a positive, collaborative, and proactive problem solving approach to issues. The Association President shall be released from his/her regular duties in the District and classified as a Teacher on Special Assignment.

- 4.7.1** The District shall pay for all health and welfare costs up to the cap for the President, as well as all statutory benefits that are paid by the District on behalf of all other certificated bargaining unit members. The Association shall reimburse the District \$15,000 per year for the 2006/07, 2007/08, and 2008/09 school years toward salary costs associated with the presidential release.
  - 4.7.2** It is understood that the Association President shall have access to all District sites. The President must abide by all District policies and site procedures as it relates to visitors on campus including, but not limited to, visitor sign in processes and assurances of not disrupting the educational process. The Association President will provide the appropriate principal or supervisor with relevant information after each site visit.
  - 4.7.3** The Association President shall have the right to return to the site from which he/she was assigned previous to release up to a maximum of four (4) consecutive years. He/she will also have the option of putting in a transfer request. The District shall pay the president the same salary and fringe benefits he/she would have received without loss of seniority, salary, step increase, or benefits.
  - 4.7.4** As part of the released time assignment, the Association President may be required by the District to provide up to twenty-five (25) days of service of mutual interest and benefits to the Parties as jointly determined by the President and the Superintendent or designee. Such services may include conducting information meetings concerning professional growth, developing ways to assist non-permanent unit members, attempting to resolve reported conflicts of certificated employees at the earliest and most informal level, assisting with the recruitment of new teachers, representing the District and Association at appropriate out of district functions, gathering data for use of both Parties in the negotiation process, developing and presenting in-services to district employees on agreed upon topics. No additional compensation shall be provided for these services.
  - 4.7.5** Joint communications will be developed and distributed within 10 days when requested by either party. These communications can come after events such as negotiation sessions, contract review meetings, etc. The Association President or designee and the Superintendent or Designee will sign the joint communication.
- 4.8** The District agrees to set aside one day per month for Association business between the hours of 3:30 p.m. and 6:00 p.m.

<b>ARTICLE 5                      PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS</b>
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- 5.1** Any unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments of the Association. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the bargaining unit member each month for ten (10) months. Deductions for bargaining unit members who sign such authorization after the commencement of the school year shall be appropriately pro-rated to complete payments by the end of the school year.
- 5.2** Any unit member who is not a member of the Association, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the Association in one lump sum cash payment. In the event that a unit member shall not pay such a fee directly to

the Association, the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 (or 87834) and in the same manner as set forth in section 5.1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions. Payment of such fee shall be a condition of continued employment.

**5.3** Any unit member who is a member of a religious body whose traditional tenets or teaching include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association, as a condition of employment, except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under section 501 (c) (3) of Title 26 of the Internal Revenue Code. Such payment shall be made on or before October 15 of each year. (For example: Murrieta Fire Protection District)

**5.3.1** Proof of payment and a written statement of objection, along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to section 5.3 above, shall be made on an annual basis to the District as a condition of continued exemption from the provisions of sections 5.1 and 5.2 of this Article. Evidence shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before November 1 of each school year. The Association shall have the right of inspection in order to review said proof of payment.

**5.3.2** Any unit member making payments as set forth in sections 5.3 and 5.3.1, above, and who requests that the grievance or arbitration provisions of this Agreement be used on his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

**5.4** With respect to all sums deducted by the District pursuant to sections 5.1 and 5.2 above, whether for membership dues or agency fee, the District agrees to promptly remit such monies to the Association, accompanied by an alphabetical list of bargaining unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

<b>ARTICLE 6</b>	<b>SALARIES</b>
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**6.0** The parties agree that a collaborative approach to total compensation development is in the best interest of the District and MTA. A total compensation approach will tie employee compensation to district revenue, be based on the District's ability to pay and implement a wealth/deficit sharing concept. To that end, parties agree that:

**6.0.1** When requested by either party, an ad hoc committee composed of representatives from the District and MTA will meet to study all elements of total compensation with a proposal to be recommended as basis for negotiations.

**6.0.2** Both parties agree that total compensation will be a product of, but not limited to, the following elements:

- a. District base revenue limit
- b. State funded cost of living adjustment (COLA)
- c. Employee benefits
- d. Financial impact of retirees
- e. Statutory benefit costs
- f. Step and column costs
- g. Longevity costs
- h. Growth

**6.0.3** Parties recognize that state funded COLA is for the purpose of the off-setting the District's increased cost of doing business, including salary increases, step and column advances, increase in fringe benefits, statutory costs, and increased costs of new and continued program operation.

**6.1** Bargaining unit members covered by this Agreement will be paid salaries as provided in the Murrieta Valley Unified School District Certificated Salary Schedule as provided in the attached Appendix A (*effective 01/01/08*), and as augmented by Extra-Duty Stipend Schedule in the attached Appendix B.

## **6.2 INITIAL PLACEMENT**

**6.2.1** Bargaining unit members may be given up to seven (7) years of credit for initial placement.

**6.2.2** Teaching experience will only count toward initial salary placement if all of the following requirements are met; however, the Superintendent reserves the right to waive these limitations. This waiver shall be made by the Superintendent.

**6.2.2.1** Bargaining unit member was in possession of a valid certificated credential that would authorize them to serve on a regular basis in California or another state,

**6.2.2.2** The school employed six (6) or more teachers,

**6.2.2.3** The school had fifty (50) or more students,

**6.2.2.4** The school required the employee to work five (5) or more hours per day,

**6.2.2.5** The school had an administrator that conducted evaluations of certificated staff members on an annual or biennial basis,

**6.2.2.6** The number of days worked in any given school year were in excess of 135,

**6.2.2.7** Verification of the above is the responsibility of the bargaining unit member to obtain, using approved district forms and procedures.

**6.2.3** Credit toward initial salary placement or advancement on the salary schedule begins with the Bachelor's Degree. Only units earned after receipt of the Bachelor's Degree or credits earned as post-baccalaureate taken prior to receipt of the Bachelor's Degree will be used in salary placement. This article or any payment resulting from this article is only effective for bargaining unit members beginning July 1, 1998.

**6.2.4** For placement or advancement purposes, units taken in addition to a Master's Degree will count whether they are earned before or after the Master's Degree is earned. This article or any payment resulting from this article is only effective for bargaining unit members beginning July 1, 1998.

## **6.3 SALARY ADVANCEMENT**

**6.3.1** Salary placement for the school year shall be made by the Human Resources Office upon documentary evidence that has been received on or before September 15. It is the responsibility of each bargaining unit member to ensure that verification of prior employment or transcripts of training have been received prior to September 15 in the Human Resources Office. In the event official transcripts are not available prior to September 15, a grade card or a written signed statement from the course instructor will be accepted; however, official transcripts of course work must be in the Human Resources Office no later than November 1.

CLARIFICATION OF COLLEGIATE COURSES TAKEN AT AN ACCREDITED COLLEGE OR UNIVERSITY

1. No lower division course will count towards advancement on the salary schedule unless it is one necessary to meet requirements for a credential in an area of district need or, unless the course provides knowledge and skill in a language other than English that can be used in carrying out assigned duties and responsibilities.
2. Audit courses do not count towards advancement on the salary schedule.
3. Coursework must be in a subject directly and specifically related to education. A maximum of one (1) column advancement per school year will be recognized for this type of coursework completed.
4. Coursework taken specifically related to an Advanced Degree or an approved certificate program will be applied without the one (1) column per year restriction.
5. Work to be taken at a foreign university or college must be approved in advance.
6. No credit will be allowed for work taken in the armed services except for that work taken as regular university or college work at an accredited institution.
7. Bargaining unit members with approval in 6.3.1 must provide the District with official transcripts that show a grade "C" or better, or "Pass" in a Pass/Fail system, or "Credit" in a Credit/No Credit system earned in these courses.

Prior approval by the Superintendent or designee shall be required for all training taken by bargaining unit members for the purpose of column advancement on the District Salary Schedule. (Please see Appendix F.)

**6.3.2** An additional year shall be defined as having taught under contract full-time for a minimum of 75% of the specified duty days. However, no employee can earn more than one (1) year of service credit in any school year beginning with the 1990-91 school year.

**6.3.3** Bargaining unit members who work part of a school year for this District shall be given pro-rated years credit. When such credit accumulates to 75% or more of a full year of service the bargaining unit member shall be advanced one step on the next school year's salary schedule. Only service in Murrieta Valley Unified School District shall be so counted.

**6.3.4 Longevity Steps.**

Step 19/Column "F":

STEP 19 = 11 years of full-time service in the Murrieta Valley Unified School District with the exception of broken service caused by an allowable necessity in accordance with the definition of "Allowable Necessity" contained in Appendix F "Definition of Terms."

Steps 19, 22, and 25/Column "G":

STEP 19 = 11 years of full-time service in the Murrieta Valley Unified School District with the exception of broken service caused by an allowable necessity in accordance with the definition of "Allowable\_Necessity" contained in Appendix F "Definition of Terms."

STEP 22 = 14 years of full-time service in the Murrieta Valley Unified School District with the exception of broken service caused by an allowable necessity in accordance with the definition of "Allowable Necessity" contained in Appendix F "Definition of Terms."

STEP 25 = 17 years of full-time service in the Murrieta Valley Unified School District with the exception of broken service caused by an allowable necessity in accordance with the definition of "Allowable Necessity" contained in Appendix F "Definition of Terms."

### **6.3.5 English Learner Authorization.**

Effective 7/1/10, an English Learner (EL) authorization will be required for step and column advancement on the current certificated salary schedule. Article 6.3.1 will be recognized for teachers who acquire an English Learner authorization after the start of a new fiscal year.

For the 09/10 school year, the District will provide two (2) preparation courses for CTEL testing and coordinate EL certification courses.

## **6.4 ADDITIONAL COMPENSATION**

- 6.4.1**
- a. Compensation for Summer and/or Intersession School or Home Teaching by regular bargaining unit members, 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, but not to exceed Step five, Column C (5-C) of the current certificated salary schedule (Appendix A).
  - b. Four Hour Summer School: Compensation for summer school by regular Association members will be paid at a rate of 4.5 hours per a.m. or p.m. session which includes four (4) hours of instructional time, one (1) 15 minute uninterrupted break, and one (1) 15 minute prep time daily. Association Members will be paid at the Association Member's hourly rate, not to exceed step 5, column C. Prep time is at teacher's discretion.
    1. Summer School Teachers may be required to attend a pre-summer school staff meeting not to exceed 2 hours.
    2. If the number of applicants exceeds the number of open positions, the Summer School Administrator will offer an interview to those Association members who have applied for a Summer School position.
    3. If two or more applicants apply and are equally qualified, the Association Member with the greatest seniority shall receive the position.
    4. If an applicant is denied a position, upon request the applicant will receive a written reason for denial.
- 6.4.2** The District has the right, with the consent of the bargaining unit member involved, to contract with an individual teacher to work more than the 185 days scheduled in order to meet Year-Round Education needs of the district. Such services will be paid at the bargaining unit member's per diem rate.
- 6.4.3** Bargaining unit members assigned a teaching period or substituting during their prep time will be compensated at their daily rate proportional to the number of teaching periods in the schedule.

6.4.4 Compensation for extra-duty assignments are as provided in Appendix "B." These compensation schedules are effective July 1, 1992, and will continue to be updated as necessary.

## 6.5 ADULT EDUCATION TEACHERS

6.5.1 Adult Education positions are open and competitive course by course and/or session by session.

6.5.2 District teachers shall be given first consideration for Adult Education positions.

6.5.3 Adult Education teachers will be paid a flat pay rate of \$23 per hour for the 1998/99 school year; \$24 per hour for the 1999/2000 school year; and \$25 per hour for the 2000/2001 school year.

Effective 9/11/02 Adult Education teachers will be paid a flat hourly rate of \$27.00. The following increases are as follows:

2007/08	\$28.00 per hour
2008/09	\$29.00 per hour
2009/2010	\$30.00 per hour

6.6 **PART-TIME TEACHERS.** Bargaining unit members who were employed as a high school teacher as of 7/1/00 on a part-time contract will be grandfathered at their current percentage of salary. Any change to the contract percentage as of 7/1/00 requires their salary to be adjusted to the current percentage in force. (This is only in the case of a seven-period day, as above.)

6.6.1 The salary for a bargaining unit member new to the district on or after July 1, 2000 working in a part-time position will reflect the current percentage in force.

6.7 **TEMPORARY AND SUBSTITUTE TEACHER ASSIGNMENT.** The District shall assign substitute and temporary teachers pursuant to statutory and contractual agreements. The District and Association agree to review all assignments at regularly scheduled Contract Review Meetings.

## ARTICLE 7 HEALTH, WELFARE AND OTHER BENEFITS

### 7.1 BENEFIT CONTRIBUTION

The District shall contribute up to an annual maximum (cap) of \$8,275 (eight thousand, two hundred, seventy-five dollars) on behalf of full-time bargaining unit members and their eligible dependents for employee fringe benefits for the 2006/07 school year.

Effective 01/01/07, the District's annual maximum (cap/contribution increased to \$9,275 (nine thousand two hundred seventy five dollars) on behalf of full-time bargaining unit members and their eligible dependents for employee fringe benefits.

This dollar amount will be used toward the following list of mandatory benefits:

- 7.1.1 Health and major medical insurance
- 7.1.2 Dental insurance
- 7.1.3 Vision insurance
- 7.1.4 Life insurance (employee only)
- 7.1.5 Accidental Death and Dismemberment
- 7.1.6 Orthodontia

7.2 As allowable by applicable rules and regulations, effective 7/1/09, bargaining unit members may opt out of 7.1.1 (Health and major medical insurance), without the loss of entitlement for other benefits under Article 7.1. Proof of coverage for other group insurance will be required in order to opt out of Health and major medical insurance.

- 7.3 Bargaining unit members on board-approved, unpaid leaves of absence shall have the option to continue to receive District insurance coverage for the period of the leave upon monthly reimbursement of prepayment to the District.
- 7.4 Bargaining unit members on Board-approved, paid or partially paid leaves of absence shall continue to receive full or pro-rated (commensurate with salary proportion) insurance coverage without interruption to be paid by the District.
- 7.5 Beginning October 1, 1992, fringe benefit coverage shall start on the first day of the month following the first day of regular service and will terminate on the last day of the month of regular service.
- 7.6 The District and Association will work together in a District Insurance Committee to explore options to meet all eligible District employees' insurance needs. This committee will include representatives from all District employee groups. Recommendations made by the District Insurance Committee are subject to negotiations.

**7.7 RETIREE HEALTH AND WELFARE BENEFITS**

The District will pay the equivalent of the lowest HMO medical premium (employee only) towards the health and welfare package (health, dental, and vision) as it exists in the year of retirement for full-time bargaining unit members who are at least fifty-five (55) years of age and have ten (10) years of service in the District. Bargaining Unit Members with a hire/seniority date on or after July 1, 2009 will be required to have fifteen (15) years of service in the District to be eligible for benefits under Article 7.7.

Full-time bargaining unit members who are at least fifty-five (55) years of age and have at least five (5) years of service in the District may purchase the District's equivalent to the lowest HMO medical plan (employee-only) towards the health and welfare package (health, dental, and vision) as it exists in the year of retirement.

Bargaining unit members may include eligible dependents in the plan; however, the cost difference greater than employee-only coverage must be paid by the bargaining unit member.

This benefit will be provided for a period of no more than five (5) years or until the unit member attains Medicare age eligibility; whichever comes first. For those full-time bargaining unit members who wish to extend medical coverage beyond the five (5) years above may purchase the HMO medical plan until Medicare age eligibility. In the event of the death of the bargaining unit member, during the retirement benefit coverage, the surviving eligible dependents may continue to participate in the health and welfare package with the cost being incurred by the surviving eligible dependents.

- 7.8 The District shall include the personal property of all bargaining unit members in its insurance coverage for loss, damage, or destruction while on District premises, provided such property has been properly registered. This coverage extends only to personal property itemized in advance of loss or damage on the proper district form and approved by the site administrator.

<b>ARTICLE 8                      TEACHING HOURS AND DUTIES</b>
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- 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; however, the District may require bargaining unit members to attend up to one sixty (60) minute faculty meeting weekly.
- 8.2 **Work Year** - The length of the work year shall be 185 days for returning teachers, with 180 days of student attendance. The district may require new teachers to attend up to ten (10) additional days prior to the start of the school year. The rate of pay for these additional days shall be at the daily, non-emergency credentialed teacher substitute rate. New teachers are defined, for this purpose, as those that were not employed with the district during the previous year's new teacher in-service.

**8.3 Starting Times** - Each site principal shall determine the starting times for his or her staff members within legal requirements and exactly equal to the work day as set forth in Article 8.1.

**8.4 Prep Period** - Each full-time teacher shall have one period each day to be used for teacher-scheduled activities (*for example*: classroom preparations, parent conferences, and peer consultation.)

Core and departmentalized classroom teachers shall have one of the regularly scheduled instructional periods for this purpose. Teachers with a prep period scheduled on a block day will receive their prep period every other day. Teachers with their prep period scheduled on a daily scheduled period will receive their prep period every day. The site administrator and lead teachers will make their best effort to accommodate the teacher's desire to have their prep period on a block period or a daily meeting period.

Self-contained classroom teachers shall be provided with equivalent time before and/or after the school day for this purpose. A period for purposes of this article is defined as not less than forty-five (45) minutes.

**8.4.1 Secondary Special Day Class Teachers** - Secondary Special Day Class teachers, with the exception of specialized classrooms including such classes as severe and behavior as determined by the District, shall be provided a testing/consultation period in addition to the preparation period for the purpose of standardized testing, staff consultation, IEP preparation, IEP meetings, and other related activities.

**8.5 Relief/Lunch Period** - Every bargaining unit member shall be entitled to one (1) duty-free, uninterrupted lunch period and two (2) ten minute relief periods each day, which, by mutual agreement, can be combined to one (1) 20-minute relief period or, in the case of departmentalized teachers, one (1) 10-minute relief period and duty-free passing periods. The lunch period shall be equivalent to the student lunch period, or thirty (30) consecutive minutes.

**8.6 DUTIES** - The teacher's duties and responsibilities shall be assigned by the principal in accordance with District needs, in such a manner that all teachers within a school have proportionate, although not necessarily identical duties and responsibilities. Teachers shall be responsible for the following duties, without additional compensation, in such areas as:

**8.6.1 Instruction** - Serving on District and school instructional committees, lesson planning, instructional record keeping and reporting.

**8.6.2 Pupil Supervision** - Maintaining orderly conduct, enforcing related laws, rules, and regulations pertaining to student conduct on the school campus during teacher work hours, specific student group supervision assignments on field trips and while engaged in school organization activity programs, some of which may be off the school campus and beyond the normal workday, examples of which are: supervision of dances, athletic events, sponsorship of student groups and public presentations by students.

**8.6.3 Communication** - Responding to parent notes and telephone calls; meeting with groups of parents to interpret the educational programs and to counsel about program planning; conferring with individual parents to review pupil progress; participating in faculty meetings; coordinated planning among groups of teachers in a single subject area, across subject fields, and in vertical relation to sequences of pupil development; attendance and participation as required in such events as Open House, Graduation, Holiday programs, Advisory Council, and Parent-Teacher meetings.

**8.7 NUMBER OF TEACHING CLASS ASSIGNMENTS** - The number of teaching class assignments will be determined by the site administrator with input from the lead teacher in the master schedule building process.

**8.8 MIDDLE SCHOOL** - Personnel shall be made available at middle schools for up to three hours per school day with no restriction on what is to be copied, except in cases of copyright infringement or limitations of site capability in order to reproduce teacher-required materials.

**8.9 CALENDAR** - Both the District and Association agree to negotiate over the bargainable aspects of the school calendar and have reached agreement on the calendar attached. (Appendix C.)

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

Beginning with the 2003/04 school year, the Site Principal will submit a list of candidates he/she deems qualified for dept/grade level chairs. 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. Chairpersons or lead teachers shall be required to have permanent status, 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. 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 make recommendations to the Principal 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:

1. Coordinate department operations
2. Provide leadership in curriculum development and instructional techniques
3. Develop a departmental or grade level budget
4. Recommend the ordering of materials, supplies and equipment
5. Provide leadership in in-service activities
6. Act as a liaison in 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.

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

### **8.10.2 Rtl**

1. Leadership teams, to include a Special Education representative, shall provide input into site Response to Intervention (Rtl) Models.
2. Class size upper maximums shall not be exceeded with Rtl models.
3. Concerns regarding Rtl groupings can be forwarded to Association Directors.

## **8.11 SHARED CONTRACT**

**8.11.1** A "Shared Contract" is defined as two teachers sharing one position for a term of one contract year.

**8.11.2** Shared Contract must be approved by site administration. This decision not subject to grievance.

**8.11.3** Both teachers in a "Shared Contract" must:

- 8.11.3.1** be credentialed for the specific position to be shared.
- 8.11.3.2** be tenured in the Murrieta Valley Unified School District.
- 8.11.3.3** attend "Back to School Night," "Open House," and all "Buy Back" days.
- 8.11.3.4** provide the principal with assurances that articulation and joint planning are taking place on a regular basis.

**8.11.4** Bargaining unit members on a part-time or shared contract program may be returned to full-time employment the following year if a full-time vacancy for which he/she is credentialed exists and will be placed pursuant to contract and statutory regulations.

**8.11.5 Benefits**

**8.11.5.1** Bargaining unit members involved in the job share may agree to substitute at the current substitute pay rate for each other to promote program continuity.

**8.11.5.2** Each shared contract carries only one set of employee benefits. The parties involved may purchase or waive their pro-rated benefits package as allowed by the carrier.  
EXAMPLE: If both bargaining unit members need insurance, each must pay their pro-rated share. If only one employee needs the insurance, one would waive and the other would receive the full negotiated benefits package as allowed by the carrier.

<b>ARTICLE 9 LEAVE PROVISIONS</b>
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The benefits which are expressly provided by this section, Article 9.0, are the sole benefits which are part of this collective Agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated, either directly or implicitly, into this Agreement, nor are such other benefits subject to the grievance procedure, Article 19. All leave provisions are subject to verification.

**9.1 PERSONAL ILLNESS AND INJURY LEAVE**

**9.1.1** Full-time bargaining unit members shall be entitled to ten (10) days leave with full pay for each school year for purposes of personal illness or injury. Bargaining unit members who work less than full-time shall be entitled to that portion of the ten (10) days leave as the number of hours per week of scheduled duty relates to the number of hours for a full-time bargaining unit member in a comparable position.

**9.1.2** After all earned leave as set forth in 9.1.1 above is exhausted, additional non-accumulated leave shall be available for a period not to exceed five (5) school months, provided that the provisions of 9.1.4 below are met. The amount deducted for leave purposes from the bargaining unit member's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave, or, if no substitute is employed, the amount which would have been paid to a substitute. The five-month period shall begin on the eleventh (11) day of absence due to illness or injury.

**9.1.3** If a bargaining unit member does not utilize the full amount of leave as authorized in Article 9.1.1 above in any school year, the amount not utilized shall be accumulated from year to year.

**9.1.4** Upon request by District management, a bargaining unit member shall be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work. If the illness or injury exceeds twenty (20) consecutive days, the District may require a certified medical specialist to visit the bargaining unit member and make all necessary inquiries in order to be fully informed as to the nature and severity of the illness or injury, and to report such findings to the Superintendent or designee. If the report concludes that the absence is not due to personal illness or injury, or that the illness is not sufficiently severe to warrant continued absence, then the Superintendent or designee, after notice to the bargaining unit member, may refuse to grant such a leave. If requested by the District management to furnish a medical doctor's authorization, bargaining unit member shall submit said authorization upon returning to work.

**9.1.5** Whenever possible, a bargaining unit member must contact the designated District Office personnel as soon as the need to be absent is known, but no later than ninety (90) minutes prior to the bargaining unit member's starting time, in order to permit the employer time to secure a substitute. Failure to provide adequate notice may be grounds for denial of leave with pay.

- 9.1.6 A bargaining unit member who is absent for one-half day or less may have deducted one-half day from the accumulated leave; and if the absence exceeds more than one-half day, a full day may be deducted from accumulated leave.
- 9.1.7 A bargaining unit member may not be allowed to return to work and may be required to pay the cost of the substitute secured if the bargaining unit member fails to notify the District of the bargaining unit member's intent to return to work prior to the close of the bargaining unit member's preceding workday, and such failure results in a substitute being secured.
- 9.1.8 Each bargaining unit member may request notification of the accumulated leave by September 30th of each school year.

## **9.2 PERSONAL NECESSITY LEAVE**

- 9.2.1 Leave which is credited under 9.1.1 and 9.1.2 of this Article may be used, at the bargaining unit member's election, for purposes of personal necessity; provided that use of such personal necessity leave does not exceed six (6) days in any school year.
- 9.2.2 For purposes of this provision, personal necessity shall be limited to:
  - a. death or serious illness of a member or the unforeseen involving the bargaining unit member's person or property, or the person or property of a bargaining unit member's immediate family;
  - b. or other personal necessities which are allowed at the discretion of the Superintendent or designee, provided that under no circumstances shall leave be available for purposes of personal convenience or for the extension of a holiday or a vacation period, for matters which can be taken care of outside the work hours, or for recreational activities.
- 9.2.3 Before the utilization of personal necessity leave, a bargaining unit member must obtain prior written approval from the appropriate management person, except for cases of A and B in section 9.2.2 above. Should the circumstances outlined in A and B arise, the bargaining unit member shall make every effort to comply with District notification procedures to enable the District to secure a substitute.
- 9.2.4 Under all circumstances a bargaining unit member shall verify in writing that the personal necessity leave was used for only the purposes as set forth in 9.2.2 above. A bargaining unit member will be subject to appropriate discipline if the leave was used for purposes other than stipulated.

## **9.3 BEREAVEMENT LEAVE**

- 9.3.1 A bargaining unit member shall be entitled to a maximum of three (3) days leave of absence, or six (6) days leave of absence if out-of-state travel is required, without loss of salary on account of the 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.
- 9.3.2 For purposes of this provision, an immediate family member shall be limited to husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, foster parent, step parent, step son, step daughter, foster son, foster daughter, brother-in-law, sister-in-law, or any relative of either spouse living in the immediate household of the bargaining unit member.

## **9.4 LEAVE FOR PREGNANCY DISABILITY**

- 9.4.1 Bargaining unit members are entitled to use sick leave as set forth in Article 9.1.1 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and

conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the bargaining unit member and the bargaining unit member's physician; however, the District may require a verification of the extent of disability through a physical examination of the bargaining unit member by a physician appointed by the District.

**9.4.2** Bargaining unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth in Articles 9.1.1 has been exhausted. The date on which the bargaining unit member shall resume duties shall be determined by the bargaining unit member on leave and the bargaining unit member's physician; however, the District may require a verification of the extent of disability through a physical examination of the bargaining unit member by a physician appointed by the District.

**9.4.3** The bargaining unit member on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

## **9.5 LEAVE WITHOUT PAY FOR CHILD-BEARING PREPARATION AND CHILD REARING**

**9.5.1** Leave without pay or other benefits may be granted to a bargaining unit member for preparation for child bearing and for child rearing.

**9.5.2** The bargaining unit member shall request such leave as soon as practicable, but under no circumstances less than thirty (30) workdays prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the bargaining unit member wishes to begin and end the leave without pay.

**9.5.3** The determination as to the date on which the leave shall begin and the duration of such leave shall be made in consultation between the bargaining unit member and the Superintendent or designee after considering the needs of the District and the bargaining unit member. The duration of such leave shall consist of not more than thirty-six (36) consecutive months.

**9.5.4** The bargaining unit member is not entitled to the use of any accrued sick leave or other paid leave while such bargaining unit member is on child-bearing preparation leave or leave for child rearing, whether or not the illness or disability is related to a pregnancy, miscarriage, childbirth, or recovery therefrom.

**9.5.6** If a teacher is on leave for child bearing or child rearing and in the event of a miscarriage or death of a child subsequent to childbirth, the bargaining unit member may request an immediate assignment to a unit position. If there is a vacancy for which a bargaining unit member is qualified, the District will assign the bargaining unit member to a position as soon as practicable.

## **9.6 INDUSTRIAL ACCIDENT LEAVE**

**9.6.1** Bargaining unit members will be entitled to industrial accident leave according to the provision in Education Code Section 44984, for personal injury which has qualified for Workers' Compensation under the provisions of the State Compensation Insurance Fund.

**9.6.2** Such leave shall not exceed sixty (60) days, during which the schools of the District are required to be in session or when the bargaining unit members would otherwise have been performing work for the District in any one fiscal year for the same industrial accident.

**9.6.3** The District has the right to have the bargaining unit member examined by a physician designated by the District to assist in determining the length of time during which the bargaining unit member will be

temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

- 9.6.4** For any days of absence from duty as a result of the same industrial accident, the bargaining unit member shall endorse to the District any wage loss benefit check from the Western Riverside Self-Insurance Program for Employers Workers Compensation Fund, which would make the total compensation from both sources exceed 100 percent of the amount the bargaining unit member would have received as salary had there been no industrial accident or illness. If the bargaining unit member fails to endorse to the District any wage loss disability, indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the bargaining unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the bargaining unit member.

## **9.7 JUDICIAL LEAVE**

- 9.7.1** Bargaining unit members will be provided leave for regularly called jury duty and to appear as a witness in court, other than as a litigant, for reasons not brought about through the convenience or misconduct of the bargaining unit member. The bargaining unit member shall submit a written request for an approved absence no less than ten (10) days prior to the beginning date of the leave as a witness. Bargaining unit members shall not be granted judicial leave with pay for any matter in which the bargaining unit member is an adversary to the District.
- 9.7.2** The bargaining unit member, while serving jury duty, will receive pay in the amount of the difference between the bargaining unit member's regular earnings and any amount received for jury service.

## **9.8 SABBATICAL LEAVE**

- 9.8.1** After completing seven (7) consecutive full school years of service, a bargaining unit member will be eligible to apply for a leave of absence not to exceed a one-year period, or leave of absence in separate six-month periods or separate quarters provided that such is commenced and completed within a three-year period.
- 9.8.2** Applicants for sabbatical leave must submit their request on the appropriate form by no later than March 15, of the school year preceding the school year in which the leave is requested.
- 9.8.3** Subsequent to the Superintendent's recommendation, the Board of Trustees may grant leave based on:
- a.** the financial status of the District; and
  - b.** the benefit of the proposed leave to the educational process.
- 9.8.4** Bargaining unit members on sabbatical leave will receive one-half of the salary they would have been paid during the period of leave, and the appropriate salary schedule placement which would have been granted had the bargaining unit member not been on leave. No other compensation, benefit, or seniority credit will be granted to those on leave, except that the bargaining unit member will be entitled to return to a position comparable to that which was held at the time of granting of leave.
- 9.8.5** Terms and conditions of the leave shall be agreed upon in writing, and shall include, but not be limited to: an indemnification bond for failure to successfully complete the sabbatical program or to render the necessary post-leave service; a stipulation to a post-leave service of not less than two (2) full years for a full year of leave, and one (1) full year for a one-half year leave; the description of the sabbatical program; and appropriate reporting procedures as may be designated by the Superintendent.

## **9.9 RELIGIOUS LEAVE**

- 9.9.1** Each bargaining unit member shall be entitled to use one (1) day of sick leave to observe the most significant religious holiday of his/her faith, if the day of observance occurs on a workday.

## **9.10 PERSONAL LEAVE**

**9.10.1** A bargaining unit member shall be entitled to charge three (3) 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. A bargaining unit member shall notify his/her principal twenty-four (24) hours in advance of taking such leave, unless an emergency makes such advance notification impossible. In no event, however, shall a bargaining unit member be required either to secure permission before utilizing such leave or to explain the purposes for which such leave was used.

**9.10.2** Personal leave days shall be charged to a bargaining unit member's unused sick leave account.

## **9.11 OTHER LEAVES WITHOUT PAY**

**9.11.1** Upon recommendation of the Superintendent and approval by the Board of Trustees, leave without compensation, increment, seniority, or tenure credit may be granted for a period of one school year for the following purposes: Peace Corps, care for a member of the immediate family who is ill, long-term illness of the bargaining unit member, service in an elected public office, or professional study or research.

**9.11.2** The applications for and granting of such leaves of absence shall be in writing. In addition, a bargaining unit member on such leave shall notify the District Human Resources Office by March 15 of the school year as to an intent to return to employment in the District. Failure to so notify will be considered an abandonment of position.

<b>ARTICLE 10</b>	<b>ASSIGNMENT, TRANSFER AND FILLING OF VACANCIES</b>
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**10.1 DEFINITION OF TERMS**

**10.1.1 Assignment.** An assignment is the work site, grade level, or subject area to which a bargaining unit member is employed to fulfill his/her contractual duties.

**10.1.2 Reassignment.** A reassignment is the movement of a bargaining unit member from one subject area to another subject area and/or one grade level to another grade level at the same work location.

**10.1.3 Transfer.** A transfer is the movement of a bargaining unit member from one work location to another work location.

**10.2 VOLUNTARY TRANSFER AND REASSIGNMENT.** When a vacancy exists, as determined by the Superintendent, the following procedures shall be followed:

**10.2.1** In order to be eligible for a transfer or reassignment for the next school year, bargaining unit members must file a request for such by March 15, of each year on the District Voluntary Transfer Form. The district reserves the right to post positions that open during the school year.

**10.2.2** For vacancies that occur during the year, the principal/supervisor will offer an interview to those bargaining unit members who have applied as stipulated in 10.2.1.

**10.2.3** The District shall provide the opportunity for qualified permanent bargaining unit members to be transferred or reassigned, and may consider applications of probationary bargaining unit members when it is in the best interest of the District as determined by the Superintendent or designee.

**10.2.4** If two or more applicants apply and are equally qualified, the bargaining unit member with the greatest seniority shall receive said transfer or reassignment.

**10.2.5** The request for transfer or reassignment shall not be denied arbitrarily, capriciously, or without basis of fact.

**10.2.6** If the request is denied, the bargaining unit member may request a written reason for denial.

**10.3 INVOLUNTARY TRANSFER AND REASSIGNMENT**

**10.3.1** The District will consider volunteers before proceeding with an involuntary transfer or reassignment. A transfer or reassignment shall not be made arbitrarily, capriciously, or without basis of fact.

**10.3.2** The Superintendent or designee shall give the affected bargaining unit member reasons in writing for the transfer or reassignment.

**10.3.3** The bargaining unit member shall be given five (5) contract days notice of an involuntary transfer. The bargaining unit member to be involuntarily transferred or reassigned may request a meeting with the Superintendent within ten (10) days of receipt of the written reason(s).

**10.3.4** Bargaining unit members involuntarily transferred after the start of the school year shall be provided three (3) duty-free contract days of preparation for the new assignment. Unit members may elect to utilize non-contract days for the preparation and will be compensated at the non-emergency daily substitute rate. The District shall provide assistance in movement of the bargaining unit member's materials upon transfer or reassignment.

**10.3.5** Any bargaining unit member involuntarily transferred or reassigned shall not be involuntarily transferred more than one time during the length of this contract. During the term of the agreement in which an involuntary transfer occurs, bargaining unit members involuntarily transferred shall be considered first prior to other transfer applicants for positions at their previous site.

**10.3.6** The District will make a reasonable effort to observe experience and seniority, in that order, in maintaining a teacher's grade assignment, when it is in the best interest of the District as determined by the Superintendent or designee.

**10.4 NOTIFICATION OF ASSIGNMENT.** Preliminary notification of assignment for each subsequent school year shall be communicated to each teacher not later than June 1st of each school year.

**10.5** Any bargaining unit member who has a formal Assistance Plan shall not be considered for a transfer.

<b>ARTICLE 11</b>	<b>CLASS SIZE</b>
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**11.1 ELEMENTARY SCHOOL (K-5) CLASS SIZE MAXIMUMS**

**Grade K**

- \* If the District operates Class Size Reduction (CSR), the program will be operated within State guidelines and Education Code requirements in effect during each fiscal year. In the event the Class Size Reduction program is cancelled, the class size ratio of 33:1 will be reinstated.
- \* Class size not to exceed 22.
- \* District has twenty (20) days to remedy over-maximum classes

**Grade 1-3**

- \* If the District operates Class Size Reduction (CSR), the program will be operated within State guidelines and Education Code requirements in effect during each fiscal year. In the event the Class Size Reduction program is cancelled, the class size ratio of 32:1 will be reinstated.
- \* Class size not to exceed 22.
- \* District has twenty (20) days to remedy over-maximum classes

**Grades 4-5**

- \* Maximum of 35. On 33, place a 3-hour aide or equivalent within ten (10) days
- \* District has twenty (20) days to remedy over-maximum classes
- \* Maximum does not include band classes

**11.1.1 STAFFING RATIO**

Staffing Ratio for budget purposes will be reduced to 28.5:1.

\* Not counted in the calculation are:

1. Special Day Class teachers and students
2. Resource Specialist teachers

**11.1.2 4<sup>th</sup> & 5<sup>th</sup> GRADE TEACHERS**

Each 4<sup>th</sup> and 5<sup>th</sup> grade full-time, regular classroom teacher shall receive a \$600 class account that may be used for classroom materials and supplies. The site principal must approve these materials and supplies. The following release time options may be utilized in lieu of a \$600 class account:

- Five (5) days release time for preparation as defined in Article 8.4. Written notification to the site principal must be given two weeks prior to the actual release date and approval by the site principal is required.
- Five (5) days extra-duty pay at the non-emergency substitute rate for activities defined in Article 8.4. Written notification to the site principal must be given two weeks prior to the requested date and approval by the site principal is required.

The \$600 class account will be reduced proportionately if reduced class-sizes (CSR) occur in grades 4 and/or 5. This contract provision is limited to 4<sup>th</sup> and 5<sup>th</sup> grade teacher or any combination class that includes grades 4 or 5.

## **11.2 MIDDLE SCHOOL (Grades 6-8) CLASS SIZE MAXIMUMS**

Maximum of 35 with a class size average of 31 effective July 1, 2000 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 will be determined by the administration with input from the lead teacher.

In the event an individual teacher's class size average for a middle school site must exceed 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.

Class average up to 31 will be maintained as equitably as possible while maintaining the integrity of the overall program.

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

### **11.2.1 STAFFING RATIO**

Staffing Ratio for budget purposes will be reduced to 28.5:1.

- Not counted in the calculation are:
  1. Special Day Class teachers and students
  2. Resource Specialist teachers

## **11.3 HIGH SCHOOL (Grades 9-12) CLASS SIZE MAXIMUMS**

For schools on a six-period schedule:

Maximum of 38 effective July 1, 2000 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 will be determined by the administration with input from the lead teacher.

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

For schools on a seven-period schedule:

Maximum of 35 with a class size average of 31 effective July 1, 2000 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 will be determined by the administration with input from the lead teacher.

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

### **11.3.1 STAFFING RATIO**

Effective July 1, 2000 the \*Staffing Ratio for budget purposes will be 31.5 for regular teachers and students in a SIX-period schedule.

Effective July 1, 2000 the \*Staffing Ratio for budget purposes will be 30.625 for regular teachers and students in a SEVEN-period schedule.

\* Not counted in the calculation are:

1. MCJROTC instructors and students,
2. ROP teachers and students,
3. College classes taught at the high school by college-paid instructors and students within these classes,
4. Special Day Class teachers and students,
5. Part-time students (non-attendance time),
6. Resource Specialist teachers,
7. Librarian, and
8. Opportunity teacher and students. Both parties understand that Opportunity students are excluded only for the time they are in the Opportunity Program

For purposes of this agreement, these calculations will be officially taken on the twentieth (20th) student day of the school year, and again on the last student day for the first semester.

#### **11.4 SPECIAL EDUCATION (K-12) CLASS SIZE MAXIMUMS**

##### **11.4.1 RESOURCE SPECIALIST** - Resource Specialist caseloads shall not exceed 28.

**11.4.1.1** A Resource Specialist who is the sole provider of services at more than one school will meet with the district administrator of special education and the site administrators to develop a plan for additional staffing when he/she can no longer meet the level of service required by the Individual Educational Plans (IEP) of his/her caseload.

**11.4.1.2** When caseload maximums are exceeded, program support will be added through additional instructional assistance and/or clerical support.

##### **11.4.2 SPECIAL DAY CLASS (SDC)** If caseloads exceed the following maximums, caseloads shall be examined by the District to determine what additional staff, instructional support, time or other assistance is needed:

Elementary (K-3) SDC	14
Elementary (3-5) SDC	15
Middle School and High School (6-12) SDC	18
Severe Disabilities SDC or SH (K-12)	12
Emotional Disturbance/Behavioral Disorders	12
Pre-school	12 Per Session

The District has twenty (20) days to remedy over-maximum caseloads. The District retains the right to consider factors that may impact the case carrier's assignment. Input from the case carrier will be considered when determining the type of assistance to be given.

<b>ARTICLE 12</b>	<b>EVALUATION PROCESS AND PROCEDURES</b>
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### **12.1 - PRINCIPLES OF EVALUATION AND ASSESSMENT**

**12.1.1** The District retains the sole responsibility for the evaluation and assessment of performance of each bargaining unit member, subject to the following procedural requirements. The site administrator (or his or her designee) shall have overall responsibility for the evaluation. If someone other than the site administrator (or designee) is the evaluator, or if the District changes the evaluator, the District shall, within a reasonable time, notify the bargaining unit member. The District shall not request bargaining unit members to evaluate other bargaining unit members.

**12.1.2** Discipline and discharge procedures may be undertaken independently of the evaluation procedures contained in this Article. This provision shall not, however, constitute a waiver of any right a bargaining unit member may have to adequate notice of performance deficiencies and adequate opportunity to improve. Written evaluations shall be communicated using the evaluation form shown in Appendix D-1. Information that may be used in a disciplinary matter and/or included in a negative performance evaluation will be given to the employee in written form using school or district letterhead and be signed by the administrator.

### **12.2 PROCEDURES FOR EVALUATION AND ASSESSMENT**

**12.2.1** The District shall evaluate and assess bargaining unit member competency as it relates to each of the following as set forth in Appendix D-2:

- a. Engaging and supporting all students in learning.
- b. Creating and maintaining effective environments for student learning.
- c. Understanding and organizing subject matter for student learning.
- d. Planning instruction and designing learning experiences for all students.
- e. Assessing student learning.
- f. Developing as a professional educator.

**12.2.2** The evaluation and assessment of bargaining unit member competency shall not include the use of publishers' norms established by standardized tests.

**12.2.3** The District shall not require that lesson planning be done in any particular format or require lesson plans to be turned in on a regular basis unless the bargaining unit member has received notice of a "needs improvement" performance or the site administrator has communicated concerns in writing regarding a bargaining unit member's planning to the bargaining unit member. The District may request a lesson plan to be provided prior to a pre-scheduled observation. This section shall not apply to probationary teachers.

**12.2.4** The District shall appoint an evaluator for each bargaining unit member and inform each bargaining unit member to be evaluated of his or her evaluator by the 20th day of service. The bargaining unit member may thereafter request the District to assign an alternate evaluator, but such a decision rests solely with the District. In the case of bargaining unit members assigned after the beginning of the school year, or in the event of a change in evaluators, such notification shall occur within thirty (30) calendar days of the assignment.

**12.2.5** The evaluator shall conduct at least two (2) classroom (or other site) observations for temporary and probationary bargaining unit members (and permanent bargaining unit members in "needs improvement" status.) The District shall conduct the first observation by the sixtieth (60th) day of service.

Permanent bargaining unit members in "meets or exceeds expectations" status shall receive no less than one (1) classroom observation during the evaluation year, pro-rated appropriately.

- 12.2.6** In the case of probationary bargaining unit members and permanent bargaining unit members in a “needs improvement” status, and/or on an assistance plan, at least two (2) of such observations shall be pre-scheduled. This provision does not preclude nonscheduled classroom visitations and observations as an additional useful assessment technique, nor does it preclude classroom observations or visitations during a year in which the bargaining unit member is not being evaluated. Any observation which impacts a bargaining unit member's evaluation shall be written and provided to the bargaining unit member within a reasonable period of time, not to exceed twenty (20) school days. Written classroom observations shall include a notation of date, time in and time out.
- 12.2.7** The evaluator shall provide the bargaining unit member with a copy of the observation report. Either the bargaining unit member or the evaluator may request a conference to discuss the observation and/or observation report prepared by the evaluator. The District will provide copies of observation reports and hold conferences within a reasonable period of time not to exceed fifteen (15) on-track days.
- 12.2.8** Observations shall not be used to harass a bargaining unit member. It is understood between the District and the Association that this section is an evaluation procedural requirement. Comments on the final evaluation may include comments and information from previous observations or other written evidence of bargaining unit member performance as related to Section 2.
- 12.2.9** Summary evaluations shall be in writing on the form attached hereto as Appendix D-1 and a copy thereof shall be transmitted to the bargaining unit member not later than thirty (30) calendar days before the last day of student attendance of the school year. A meeting shall be held between the bargaining unit member and the evaluator to discuss the evaluation, and such meeting shall be held prior to the end of the school year. If the evaluation reflects a “needs improvement” in any area, the meeting will be given priority and held within a reasonable period of time not to exceed twenty (20) school days from the date of delivery of the evaluation form to the bargaining unit member.
- 12.2.10** All probationary bargaining unit members shall receive at least two (2) summative evaluations per year. All permanent bargaining unit members shall receive an evaluation during their third year of service and at least every fifth (5<sup>th</sup>) year thereafter. Summative evaluations will be written according to the criteria expressed in Appendix D-2. However, the District reserves the right to evaluate permanent bargaining unit members every year.

### **12.3 ASSISTANCE**

- 12.3.1** If the bargaining unit member's final evaluation reflects less than satisfactory performance in any area, he or she shall be evaluated the following year. The evaluator and the bargaining unit member shall meet and design specific recommendations for improvement of the bargaining unit member's performance. This assistance plan shall specifically address identified weaknesses and describe a process for improvement. The length or term of the Assistance Plan shall be determined on a case by case basis and shall reflect the nature of the assistance required. There shall be a conference at the conclusion of each assistance plan, as well as every six (6) weeks, at a minimum, while an assistance plan is in effect. The District may recommend or require a bargaining unit member who has received written notice of “less than satisfactory” performance to participate in a District provided program designed to improve appropriate areas of the bargaining unit member's performance. No assistance plan shall include a provision for mandatory bargaining unit member participation beyond the bargaining unit member's normal workday.
- 12.3.2** The Association shall be notified within a reasonable period of time, not to exceed twenty (20) school days of the assignment of a bargaining unit member to an assistance plan unless the bargaining unit member involved specifically requests that the Association not be notified.

### **12.4 ASSOCIATION REPRESENTATION**

**12.4.1** The District recognizes the right of representation in employment relations provided under Government Code Section 3543.1 as that section is interpreted by PERB and courts of competent jurisdiction.

**12.4.2** It is understood by the District and the Association that this right currently includes the right of a bargaining unit member to have representation in any meeting with a person in a supervisory position which the bargaining unit members reasonably believes may lead to discipline or negative evaluation. Bargaining unit members shall not request and shall not be afforded Association representation at any classroom (or other site) observation.

## **12.5 REBUTTAL**

**12.5.1** The bargaining unit member has the right to initiate a written reaction or response to the evaluation. Such response shall become a permanent attachment to the copy of the evaluation in the bargaining unit member's personnel file. If such response is filed, the evaluation document may be modified at the District's discretion.

**12.6** The District and the Association acknowledge that unusual circumstances (such as illness of either the evaluator or the bargaining unit member, or emergencies) may prevent compliance with the time limits set forth in this section; however, there will be adherence to the timelines within five (5) on-track days of the end of the unusual circumstances.

## **ARTICLE 13 PEER ASSISTANCE AND REVIEW (PAR)**

### **13.1 JOINT COMMITTEE**

**13.1.1** The Joint Committee shall consist of seven members. Four permanent bargaining unit members appointed by the Association and three administrators appointed by the District.

**13.1.2** The Joint Committee shall establish its own meeting schedule. Five members, the majority of whom must be bargaining unit members, shall constitute a quorum; actions of the Joint Committee shall require an affirmative vote of at least five members. Meetings may take place during the regular teacher workday and substitutes shall be provided to release Association members from their other duties. If the committee agrees to extend the meeting hours beyond the regular teacher workday, Association members shall be compensated at the hourly extra-duty rate. Association members shall represent all bargaining unit levels; e.g. one each from high, middle and elementary school levels and one from special services.

**13.1.3** The Joint Committee shall be responsible for the following:

- a) Provide annual training for Joint Committee members.
- b) Establish its own rules of procedure, including the method for selection of the chairperson.
- c) Select and recommend the panel of consulting teachers to the Governing Board for approval.
- d) Select and recommend to the Governing Board for approval, the trainers and/or training providers for Consulting Teachers, Support Providers, and Joint Committee members.
- e) Provide training for Consulting Teachers and Support Providers prior to participation in the program.
- f) Send written notification of participation in the PAR program to the Referred Participating Teacher, the Consulting Teacher, and the site Principal.
- g) Develop an appropriate list from the panel of Consulting Teachers for selection by the Participating Teachers. The Joint Committee will assign Support Providers for new teachers.
- h) Adopt Rules and Procedures to effect the provisions of this article. Develop forms necessary for Rules and Procedures. Adopted rules, procedures, and forms shall be consistent with the terms of this Agreement. To the extent that rules, procedures, and forms are inconsistent with the Agreement, the terms of the Agreement shall prevail.
- i) Distribute, at the beginning of each school year, a copy of the adopted Rules and Procedures to all bargaining unit members.

- j) Establish and implement a procedure for application and selection as a Consulting Teacher and Support Provider.
- k) Determine the number of Consulting Teachers and Support Providers in any school year, guided by and subject to such factors as the number of Referred and Voluntary Teachers and available funds not to exceed the funded amounts pursuant to AB-1X and BTSA minus the allowance for expenses permitted by law. The parties agree that in light of the above factors, the number of Consulting Teachers may vary from year to year. Continuation of the PAR program is subject to continued funding under AB-1X.
- l) Approve annual induction plans, assistance plans, release time, and in-service and training opportunities developed by the Coordinator of Teacher Support, Consulting Teachers and Support Providers for new teachers.
- m) Review the final report prepared by the Consulting Teacher and make recommendations to the Superintendent/Governing Board regarding participants in the program, including forwarding to the Governing Board the names of individuals who, after sustained assistance, are not able to demonstrate satisfactory improvement. The recommendations of the committee and peer review reports by the Consulting Teachers shall be advisory only for the benefit of the participating teacher and the District.
- n) Evaluate annually the impact of the PAR program in order to make changes to improve the program, including surveys and/or interviews of program participants.
- o) All proceedings and materials related to reports, evaluations, and other personnel matters shall be strictly confidential. Therefore, Joint Committee members and Consulting Teachers shall disclose such information only as necessary to administer this article or as otherwise required by lawful process.
- p) Joint Committee bargaining unit members may not simultaneously serve as Consulting Teachers or Support Providers.

## **13.2 PARTICIPATING TEACHERS**

- 13.2.1** A Referred Participating Teacher is a classroom teacher with permanent status who receives assistance to improve his/her instructional skills, classroom management, knowledge of subject, and/or other relevant aspects of his/her teaching performance, as a result of the issuance of two "Unsatisfactory" ratings in the overall categories one through five (1-5) of the Teacher's Performance Evaluation Form. The form shall align with the Standards and Elements of the California Standards for the Teaching Profession and shall be included in the Appendices section of the labor agreement. Descriptors to be used as basis for establishing ratings shall be included in the Appendix of the Agreement.
- 13.2.2** The PAR Program expects and strongly encourages a cooperative relationship between the Consulting Teacher, Referred Participating Teacher, and the Principal with respect to the process of peer assistance and review. The Consulting Teacher may meet with the principal or immediate supervisor to review and discuss the basis for referral to the PAR Program. All communication prior to the final report between the Consulting Teacher and Referred Participating Teacher shall be confidential, and shall not be shared with any others except the Joint Committee.
- 13.2.3** A Referred Participating Teacher or Consulting Teacher may request a one-time assignment-of-partnership change within the first sixty (60) workdays by submitting the request in writing to the Joint Committee.
- 13.2.4** The Referred Participating Teacher has the right to request a meeting with the Joint Committee members and/or appropriate administrator throughout these procedures and be represented by the Association representative of his/her choice.
- 13.2.5** A Voluntary Participating Teacher is a classroom teacher with permanent status who volunteers to participate in the PAR program. Voluntary Participating Teachers are for peer assistance only and the Consulting Teacher shall not document any performance review. A Voluntary Participating Teacher may terminate his/her participation in the program at any time.

- 13.2.6 A Voluntary Participating Teacher may change his/her Consulting Teacher at any time when requested by either the Voluntary Participating Teacher or the Consulting Teacher, with approval from the Joint Committee.
- 13.2.7 All communication between the Consulting Teacher and the Voluntary Participating Teacher shall be confidential, and without written consent of the Voluntary Participating Teacher, shall not be shared with any others, including the site administrator and the Joint Committee.
- 13.2.8 The Peer Assistance Program for first and second year teachers new to the profession and for out-of-state teachers with less than five years of classroom experience, will be the District's Induction Program.
- 13.2.9 Probationary unit members not included in the District's Induction Program may request peer assistance from the PAR Joint Committee. When approved, assistance will be provided by a Consulting Teacher or a Support Provider under the same terms of this article which apply to Volunteer PAR Participants.

### 13.3 CONSULTING TEACHERS

- 13.3.1 A Consulting Teacher provides assistance to a Participating Teacher pursuant to the PAR program. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures, with the minimum qualifications:
  - (a) Must be a permanent, credentialed, bargaining unit member.
  - (b) Must have successfully taught in the Murrieta Valley Unified School District or three of the last five years, spending at least fifty percent of a full-time position providing instruction to students.
  - (c) With Association Representative Council approval, the minimum number of years in Article 13.3.1.b may be changed from three to two. Request must be in writing.
  - (d) Shall demonstrate exemplary teaching abilities, as indicated by effective communication skills, extensive knowledge and mastery of subject matter, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
- 13.3.2 Each applicant for the position of Consulting Teacher shall be required to submit three written letters of reference from individuals with specific knowledge of his/her expertise, as follows:
  - a) From a site principal or other school district administrator and,
  - b) From an Association member.
- 13.3.3 Consulting Teachers shall be selected and submitted for approval to the Governing Board by five (5) affirmative votes of the Joint Committee following classroom observations by the committee members.
- 13.3.4 A Consulting Teacher shall be provided necessary release time as approved by the Joint Committee.
- 13.3.5 A Consulting Teacher who has been selected to fill an administrative position within the District may not continue to serve as a Consulting Teacher.
- 13.3.6 The Joint Committee will monitor and evaluate the effectiveness of the Consulting Teachers and make decisions regarding their continuation in the program. The Joint Committee may remove a Consulting Teacher from the position at any time because of the specific needs of the PAR Program, unsatisfactory performance of the Consulting Teacher, or for other reasons which serve the PAR

Program's best interest. Prior to the effective date of such removal, the Joint Committee will meet with the Consulting Teacher 1

- 13.3.7** Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, in-servicing, referring, or by any other activities which, in their professional judgement, will assist the Participating Teacher.
- 13.3.8** The Consulting Teacher shall meet with the Referred Participating Teacher to discuss the PAR program, establish mutually agreed upon performance goals, develop the improvement plan, and develop a process for determining successful completion of the plan. The Consulting Teacher shall conduct multiple observations of the Referred Participating Teacher's performance with students, and shall meet with the Participating Teacher to review and discuss observations.
- 13.3.9** The Referred Participating Teacher shall be entitled to review all reports generated by the Consulting Teacher prior to their submission to the Joint Committee and to have affixed thereto his/her comments. To effectuate this right, the Consulting Teacher shall provide the Participating Teacher being reviewed with copies of such reports at least ten (10) working days prior to any such meeting.
- 13.3.10** The Consulting Teacher shall monitor the progress of the Referred Participating Teacher and provide periodic written reports to the Referred Participating Teacher for discussion and review, prior to sending periodic written reports to the Joint Committee.
- 13.3.11** The Consulting Teacher shall provide assistance, not to exceed one school year, to the Referred Teacher until he/she concludes that the teaching performance of the Referred Teacher is satisfactory, or that further assistance will not be productive. The Joint Committee may offer assistance beyond the one-year period. A copy of the Consulting Teacher's Final Report shall be submitted to and discussed with the Referred Participating Teacher to receive his/her input before it is submitted to the Joint Committee. The Referred Participating Teacher shall sign the report to indicate that he/she received a copy. The Referred Participating Teacher shall have the right to submit a written response that shall be attached to the Consulting Teacher's report, within ten (10) working days. The Referred Participating Teacher shall also have the right to request and meet with the Joint Committee to discuss the Consulting Teacher's report accompanied by an Association representative.
- 13.3.12** The results of the Referred Participating Teacher's participation in the PAR program shall be made available for placement in his/her personnel file, and may be used in the evaluation of the Referred Participating Teacher.
- 13.3.13** Upon the completion of the contracted term of service as a Consulting Teacher, if the Consulting Teacher were released from regular classroom duties, he/she shall be returned to the position he/she held prior to becoming a Consulting Teacher, or be given a choice of any open position that he/she is credentialed to teach.
- 13.3.14** The District shall defend and hold harmless individual members of the Joint Committee and Consulting Teachers from any lawsuit or claim arising out of the performance of their duties under this Program. The Association retains the right to participate in the litigation.
- 13.3.15** Consulting Teachers, Support Providers, and teacher members of the Joint Committee shall not be considered management or supervisory employees as defined in the Educational Employment Relations Act, and shall retain their status as bargaining unit members.

#### **13.4 BUDGET PRIORITIES AND CONSIDERATIONS**

- 13.4.1** The Joint Committee shall annually recommend to the Governing Board a budget to fund the direct program and administrative expenses of Peer Review, Peer Assistance, New Teacher Training, Intern

Teacher Training, and other staff development programs using funds made available by the State Legislature pursuant to AB-1X and legislation that allocates funds to the programs identified in the Article. Consideration for funding priority shall be in the following order: Peer Review, Peer Assistance, New Teacher Induction (BTSA), Intern/Pre-Intern Training, and general staff development.

- 13.4.2** Consulting Teachers and Support Providers shall each receive up to \$2,000 per teacher assigned to provide peer assistance as described in this Article when assigned one or more PAR or New Teacher Induction (BTSA) participants. This stipend will be paid when time spent is beyond the contractual workday and when the Consulting Teacher and Support Providers completes an extra-duty timesheet accounting for those hours. Additional funds may be allocated for release of Consulting Teachers and Support Providers to provide services, workshops for participants, administrative costs, and training/meetings of Committee members.
- 13.4.3** The Joint Committee may select one or more Consulting Teachers and Support Providers as Teachers on Special Assignment (TOSA) with full or partial release (minimum of 20%), consistent with 13.3.13.
- 13.4.4** Funds may also be budgeted to provide training for permanent teachers to receive assistance including workshops, training, release time for observations and related costs.

### **13.5 TEACHER EVALUATION BASED UPON PUPIL PROGRESS**

- 13.5.1** The District and Association shall agree to the selection of student assessment instruments for teacher evaluation to be used to determine the progress of pupils towards meeting grade-level standards.
- 13.5.2** The District and Association shall agree to the frequency for administration of student assessment instruments to be used to determine the progress of pupils towards meeting grade-level standards.
- 13.5.3** 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 with the goal of balancing classes as regards the gender, achievement levels, learning styles/behavior, Special Program placement and attendance history of students. An effort will be made at the secondary level to adhere to the above criteria when scheduling student placement.
- 13.5.4** The District and Association shall agree to the methods by which student assessment data are analyzed and used to establish teacher evaluation ratings for determination of pupil progress towards meeting grade-level standards including, but not limited to:
  - a) Achievement levels of students upon entry,
  - b) Special Program Placement (Special Education, ELL, etc.),
  - c) Student attendance (e.g. hours/days of instruction),
  - d) The amount of time/days that a teacher has been assigned to a specific class and/or subject area,
  - e) Relationship between assessment, instruction, and district curriculum, including but not limited to, academic rigor of a class, overall performance in all classes, and/or transition to a new school.
  - f) Availability of materials to support the instructional program,
  - g) Student behavior as evidenced by discipline records.
- 13.5.5** Student assessment data used for teacher evaluation shall be confidential. The information shall be available to individual teachers and their immediate supervisors for purposes of evaluation.

### **13.6 STAFF DEVELOPMENT**

**13.6.1** The District shall annually survey the bargaining unit members during the last forty-five (45) days of the school year for recommendations as to what staff development opportunities should be made available during the following school year.

**13.6.2** The District shall compile, inform, and make available to bargaining unit members a library of assessment resources, composed of teacher-created assessments, and commercially published assessment tools.

### **13.7 PROGRAM AMENDMENTS**

**13.7.1** This Article will be reopened one year after its implementation, and thereafter, with the mutual consent of both parties.

## **ARTICLE 14 DISCIPLINE PROCESS AND PROCEDURES**

The District shall have the authority to discipline a bargaining unit member for just cause.

**14.1** The District may suspend the bargaining unit member without pay for up to three (3) days for one or more of the following causes:

- a. Insubordination;
- b. Unprofessional conduct;
- c. Carelessness or negligence in performance of duty or use of District property;
- d. Discourteous, offensive, or abusive conduct or language toward other bargaining unit members, students, or public;
- e. Dishonesty;
- f. Consuming intoxicants on the job or working while intoxicated;
- g. Immoral conduct;
- h. Violation of District policy or school rules and regulations;
- i. Abuse of illness leave privileges;
- j. Falsifying any information provided to the District;
- k. Violation of state statutory or regulatory requirements;
- l. Failure to provide satisfactory service as evidenced by performance evaluations; and
- m. Habitual absenteeism.

**14.2** Except as provided in section 14.3 below, prior written notice of suspension without pay shall be provided the bargaining unit member and shall contain a statement of the nature of and reason for the disciplinary action, effective date of imposition, right to review documentation upon which the charges are based and procedure for administrative appeal as set forth in section 14.4.

**14.3** Suspension without pay shall be deferred pending exhaustion of the administrative appeal set forth in section 14.4 below, except where the District believes that the bargaining unit member's conduct may constitute a hazard or a clear possibility of a hazard to students, employees, property, or involve dishonesty or gross misconduct, in which case said discipline may be imposed immediately with written notice as set forth in section 14.2 above provided to the bargaining unit member within five (5) calendar days after the suspension.

**14.4** Any bargaining unit member suspended without pay shall be entitled to a hearing before the Superintendent or designee, provided the bargaining unit member filed the request for hearing with the Superintendent at the District Office, within five (5) workdays of service of the written notice provided in section 14.2 above. At such hearing, the bargaining unit member shall be given an opportunity to present testimony, documentation and examine

witnesses in response to the charges. The decision of the Superintendent shall be subject to the grievance procedure contained in this Agreement.

**14.5** Nothing herein shall preclude or affect the District's right to discharge the bargaining unit member pursuant to the Education Code or other law, District rules or regulations, board policy, or other provisions of this Agreement.

**14.6** The District reserves the right to impose at any time other forms of disciplinary action against the bargaining unit member which is not covered by this section, including, but not limited to: oral and written reprimands, suspension pursuant to Education Code Section 44940 through 44942, deduction of salary in accordance with Education Code Section 45055, and involuntary transfers or reassignments consistent with this Agreement provided; however, it has been investigated and determined that the charge against the member is true and the disciplinary action is warranted.

**14.7** All discipline applied in accordance with this Article shall be progressive in nature, which means that except in extreme instances as described in section 14.3, no suspension shall take place unless the bargaining unit member shall have been given first an oral reprimand, and then a written reprimand for the same type of offense.

## **ARTICLE 15 GRIEVANCE PROCESS AND PROCEDURES**

### **15.1 DEFINITIONS**

**15.1.1** A "**GRIEVANCE**" is a formal written allegation by a grievant that he/she has been adversely affected by a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the policy rules and regulations of the Board of Trustees, or by the administrative procedures of this District are not within the scope of this procedure.

**15.1.2** A "**GRIEVANT**" may be any bargaining unit member or the Association.

**15.1.3** A "**DAY**" is any day in which the administrative office of the Murrieta Valley Unified School District is open for business.

**15.1.4** The "**IMMEDIATE SUPERVISOR**" is the District-designated management employee who has immediate jurisdiction over the grievant, or who has been designated to adjust grievances.

**15.1.5** All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file, unless the grievance is denied at the final level of appeal, in which case the records will be transferred to the personnel file of the participant.

**15.1.6** Failure to file and appeal the grievance in a timely manner shall be deemed a waiver of the grievance and bar further prosecution thereof.

### **15.2 INFORMAL LEVEL**

**15.2.1** Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor.

### **15.3 LEVEL I - IMMEDIATE SUPERVISOR**

**15.3.1** Within thirty (30) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing on the appropriate form (Appendix E) to the immediate supervisor.

**15.3.2** This statement shall be a clear, concise statement of the grievance, the contract provisions allegedly violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

**15.3.3** The immediate supervisor shall communicate his decision to the grievant in writing within ten (10) days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.

#### **15.4 LEVEL II - SUPERINTENDENT OR DESIGNEE**

**15.4.1** If the grievant is not satisfied with the decision at Level I, he/she may within ten (10) days after receiving the decision submit a written request (Appendix E) to the Superintendent or designee for review.

**15.4.2** The Superintendent or designee shall communicate his/her decision to the grievant within ten (10) days after receiving the grievance. If the Superintendent or designee does not respond within the time limits, the grievant may appeal to the next level.

#### **15.5 LEVEL III - MEDIATION**

**15.5.1** If the grievant is not satisfied with the decision at Level II, he/she may, within five (5) days submit a written request (Appendix E) for mediation of the grievance. In this event the Association shall, within five (5) days, submit to the California State Conciliation Service a written request for the immediate services of a mediator.

**15.5.2** The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance. At the outset of this process, the mediator shall schedule a meeting at a mutually agreeable time for the purpose of resolving the matter through mediation. Mediation shall be limited to one day unless both parties agree to extend the mediation beyond one day.

**15.5.3** If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written statement to that effect, and thus waive the right of either party to any further appeal of the grievance.

**15.5.4** The District and the Association have agreed that this level (Level III of this Grievance Procedure) may be waived by mutual agreement. If no satisfactory settlement is reached after Mediation, either party may appeal the grievance to the next level (Level IV).

#### **15.6 LEVEL IV - ARBITRATION**

**15.6.1** If the Association is not satisfied with the decision at Level III, the grievant shall within thirty (30) days after receiving the decision submit a written request (Appendix E) to the Superintendent or designee for arbitration.

**15.6.2** If the Association decides to submit the grievance to arbitration, the Association and the District shall attempt to agree upon an arbitrator. The order of the striking shall be determined by lot.

**15.6.3** The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

**15.6.4** The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

**15.6.5** The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District.

**15.6.6** After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her award, which shall be binding.

## **ARTICLE 16 UNSUBSTANTIATED PUBLIC COMPLAINTS**

**16.1** Unsubstantiated public complaints will not be a part of the bargaining unit member's personnel file. Documents relating to an unsubstantiated public complaint shall be sealed and filed under the complainant's name. Access to such file shall require the signatures of both the Assistant Superintendent of Human Resources and the Association President or their designees. The materials may also be made available as required by law. Oral complaints shall be deemed to be unsubstantiated and complaints originating with unidentified persons shall not be appropriate matters within this complaint procedure. Reference to such complaints shall not be utilized in any manner related to a bargaining unit member's evaluation.

## **ARTICLE 17 WORKPLACE SAFETY**

**17.1** The District is committed to providing a safe and healthful workplace for all employees. Bargaining unit members shall not be required to work in unsafe conditions or to perform tasks that endanger their health and/or safety.

**17.2** Bargaining unit members must notify their immediate supervisor in writing concerning any unsafe condition in the District affecting their health and safety. The immediate supervisor shall investigate the reported unsafe condition and advise the unit member(s) in writing within ten (10) days of any findings and suggested corrected action.

**17.3** The District shall ensure adequate means for communication between a teacher and the office for emergency situations. An administrator or designee shall be designated at each site at all times.

**17.4** When requested by either party, Education Code Provisions related to workplace safety will be incorporated into next subsequent employee handbook printing. Provisions include, but are not limited to:

49079 – Teacher notification related to pupils enrolled in his/her class who have been suspended/expelled.

44014 – Notification to law enforcement of any abuse of school personnel/students, assault or battery on a school employee.

48910 – Teacher ability to suspend pupils from their class.

44807 – Exercising necessary physical control over pupils.

## **ARTICLE 18 YEAR-ROUND EDUCATION**

**18.1** Effective the date of Board of Education approval of this agreement, the following shall apply to bargaining unit members assigned to multi-track, and only multi-track, sites.

**18.1.1** For the purpose of classroom preparation, a bargaining unit member shall have the option of scheduling a track start-up day differently than the district calendar scheduled day if:

- a. Another class uses the classroom the bargaining unit member is assigned to on that date.
- b. Such is done within one week prior to the track start date.

**18.1.2** A maximum of three (3) non-student days per school year can be used for such purpose.

**18.1.3** For the purposes of this section, a day is defined as any seven (7) hours mutually agreed upon by the site administrator and bargaining unit member.

**18.1.4** The primary purpose of this day is for preparing the classroom for the start of a track. Outside of a one-hour staff meeting, the time shall be so designated.

**18.2 NOTIFICATION OF ASSIGNMENT.** Preliminary notification to Track D teachers shall be completed prior to the end of their track assignment.

**18.3** A bargaining unit member desiring a temporary exchange of assignment with another bargaining unit member must meet appropriate credentialing requirements and have the approval of his/her administrator. If another site is involved, that site administrator must also agree to the exchange. The agreement must be in writing and signed by both parties and both site administrators. No such exchange can be for longer than fifteen days. If one of the parties fails to uphold said agreement, he/she must compensate the other party for any days owed. The total work year for all bargaining unit members so affected must remain the same as per the contract.

**18.4 MISCELLANEOUS**

- (a) Communication. The District shall use its best efforts to provide for weekly forwarding, upon request, of all mail, site bulletins, and District communications that have a general distribution at the site.
- (b) On track change days, the District shall schedule one extra custodian at each elementary site and two extra custodians at the middle school to move materials.
- (c) The District will provide each bargaining unit member who is impacted by roving or rotating with mobile, lockable storage adequate to secure bargaining unit member's personal instructional materials.

**18.5 ADDITIONAL COMPENSATION**

Effective July 1, 1998, bargaining unit members substituting outside of their 185 scheduled workdays shall be compensated at a daily rate of one hundred twenty dollars (\$120).

- a. The District shall ensure that bargaining unit members, who request in writing to be called for substitute services, receive priority for off-track assignments except that on-track teachers may select their own substitutes if possible (by prioritizing their request list); and grievances will not be filed for computer, telephone, and related problems.

**ARTICLE 19 SAVINGS PROVISIONS**

**19.1** If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

**ARTICLE 20 EFFECT OF AGREEMENT**

**20.1** It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state Law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary.

**20.2** Specific provisions contained in this agreement shall prevail over all other previously negotiated agreements and such agreements if not addressed in the language of this agreement are hereby considered null and void.

**ARTICLE 21 COMPLETION OF MEET AND NEGOTIATION**

**21.1** During the term of this Agreement, the Association and the District shall not be obligated to meet and negotiate any subject or matter which may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, even though such subjects or matters were proposed and later withdrawn.

<b>ARTICLE 22</b>	<b>NON-VOTING BOARD MEMBER</b>
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- 22.1** The Association may elect a representative, to serve for the term of one year, beginning July 1 of each year, to serve as a non-voting member of the Murrieta Governing Board. This representative may participate in all areas in which regular board members participate, with the exception of closed sessions.
- 22.2** Criteria for selection of the representative shall be at the discretion of the Association.

**AGREED TO THIS 18th DAY OF MAY, 2009**

**(SIGNATURES ON FILE)**

**FOR MURRIETA TEACHERS ASSOC.**

**FOR MURRIETA VALLEY UNIFIED SD**

---

Matt Johnson, Negotiations Chairperson  
Murrieta Teachers Association

---

Patrick Kelley, Assistant Superintendent, HR  
Murrieta Valley Unified School District

---

Kathy Ericson  
MTA Negotiation Team Member

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Stacy Coleman, Assistant Superintendent, BS  
MVUSD Negotiation Team Member

---

Teresa Basin  
MTA Negotiation Team Member

---

Pamela Wilson, Director, HR  
MVUSD Negotiation Team Member

---

Wayne Conklin  
MTA Negotiation Team Member

---

Linda Diaz, Coordinator, HR  
MVUSD Negotiation Team Member

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John Ronan  
MTA Negotiation Team Member

---

Darren Daniel, Principal, MVHS  
MVUSD Negotiation Team Member

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Stacy Swenk  
MTA Negotiation Team Member

MURRIETA VALLEY UNIFIED  
SCHOOL DISTRICT

and

MURRIETA TEACHERS ASSOCIATION

APPENDICES

to the 7/1/09 - 6/30/11  
Labor Agreement

Board Approved  
 1% effective 07/01/07 plus  
 Another 1 % effective 01/01/08

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT  
 CERTIFICATED ALARY SCHEDULE  
 EFFECTIVE 01/01/08

APPENDIX A

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
	BA	BA+15	BA+30	BA+45 MA	BA+60 MA+15	BA+75 MA+30	BA+75/wMA MA+45
<b>STEP</b>							
1	42,692	44,402	46,105	47,816	49,524	51,229	-0-
2	44,717	46,505	48,298	50,084	51,876	53,662	-0-
3	46,744	48,616	50,489	52,357	54,228	56,096	-0-
4	48,774	50,725	52,676	54,627	56,579	58,530	-0-
5	50,804	52,836	54,868	56,900	58,932	60,967	-0-
6	52,833	54,945	57,056	59,172	61,288	63,396	-0-
7	54,858	57,051	59,246	61,441	63,636	65,828	-0-
8		59,161	61,439	63,714	65,987	68,265	-0-
9			63,628	65,984	68,341	70,697	-0-
10				68,254	70,694	73,132	-0-
11					73,047	75,566	-0-
12						77,997	-0-
13						80,432	-0-
14						82,865	-0-
15							85,412
16							88,036
19	<b>Longevity</b>					85,412	90,740
22	<b>Longevity</b>						93,528
25	<b>Longevity</b>						96,399

Stipends:  
 Doctorate Degree = \$1,000 per year (Must be from an accredited university)

## MURRIETA VALLEY UNIFIED SCHOOL DISTRICT EXTRA-DUTY STIPEND LANGUAGE

- All stipend positions are contracted/assigned on a year-to-year basis. Positions will be renewed for the following year upon receipt of a year-end satisfactory teaching and extra-duty/stipend assignment evaluation.
- All vacant extra-duty/stipend positions will be posted for ten (10) working days. Any position that opens during a season may be filled on a temporary basis by school administration until the season is concluded. These positions will be opened for the following season.
- All extra-duty/stipend percentages are based on Step 1, Column A of the current teacher's salary schedule.
- Coaches of CIF playoff teams or individuals will be granted an additional 1/12 of their stipend amount for each week or any portion of a week or coaching time beyond the regularly scheduled season.
- Coaches will receive 1/60 of their extra-duty/stipend per day after two weeks of coaching during a December or April intersession. If the school calendar changes, this language will be open for revision.
- Extra-duty stipends may be shared if all members involved and site administration are in agreement.
- A listed stipend does not necessarily guarantee its funding. However, the Site Leadership Team and District Office agree to work closely together to ensure that schools will have the necessary funding to provide quality programs.
- Teachers working off-track on curriculum and instructional activities will be paid at the daily, non-emergency credentialed teacher substitute rate.
- Y-rating means the person in the extra-duty/stipend position will continue to receive their current rate of pay until they leave the position.
- Teacher release time may be substituted in lieu of hourly rate when SST meetings are held within the school day.

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT  
M.T.A. STIPEND LIST

<b>POSITION</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>Cost per</b>	<b>Cost per</b>	<b>Cost per</b>
<b>Based on current A/1 of Salary Schedule (\$42,692)</b>	<b>1 - 3 years</b>	<b>4 - 9 years</b>	<b>10+ years</b>	<b>Position I</b>	<b>Position II</b>	<b>Position III</b>
<b>FOOTBALL</b>						
Varsity Head	0.095	0.110	0.125	4055.740	4696.120	5336.500
Varsity Assistant	0.070	0.085	0.100	2988.440	3628.820	4269.200
JV Head	0.065	0.080	0.095	2774.980	3415.360	4055.740
JV Assistant	0.060	0.075	0.090	2561.520	3201.900	3842.280
Frosh Head	0.065	0.080	0.095	2774.980	3415.360	4055.740
Frosh Assistant	0.060	0.075	0.090	2561.520	3201.900	3842.280
<b>BASEBALL</b>						
Varsity Head	0.080	0.095	0.110	3415.360	4055.740	4696.120
Varsity Assistant	0.060	0.075	0.090	2561.520	3201.900	3842.280
JV Head	0.060	0.075	0.090	2561.520	3201.900	3842.280
Frosh Head	0.060	0.075	0.090	2561.520	3201.900	3842.280
<b>SOFTBALL</b>						
Varsity Head	0.080	0.095	0.110	3415.360	4055.740	4696.120
Varsity Assistant	0.060	0.075	0.090	2561.520	3201.900	3842.280
JV Head	0.060	0.075	0.090	2561.520	3201.900	3842.280
Frosh Head	0.060	0.075	0.090	2561.520	3201.900	3842.280
<b>WRESTLING</b>						
Varsity Head	0.080	0.095	0.110	3415.360	4055.740	4696.120
Varsity Assistant	0.060	0.075	0.090	2561.520	3201.900	3842.280
JV Head	0.060	0.075	0.090	2561.520	3201.900	3842.280
Frosh Head	0.060	0.075	0.090	2561.520	3201.900	3842.280
<b>VOLLEYBALL, BOYS/GIRLS</b>						
Varsity Head	0.080	0.095	0.110	3415.360	4055.740	4696.120
Varsity Assistant	0.060	0.075	0.090	2561.520	3201.900	3842.280
JV Head	0.060	0.075	0.090	2561.520	3201.900	3842.280
Frosh Head	0.060	0.075	0.090	2561.520	3201.900	3842.280
<b>TENNIS, BOYS/GIRLS</b>						
Varsity Head	0.080	0.095	0.110	3415.360	4055.740	4696.120
JV Head	0.060	0.075	0.090	2561.520	3201.900	3842.280

The "number of years" means the number of years the bargaining unit member has been in the stipend position in Murrieta Valley Unified School District. The years need not be consecutive.  
Appendix B-Stipends

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT  
M.T.A. STIPEND LIST

<b>POSITION</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>Cost per</b>	<b>Cost per</b>	<b>Cost per</b>
<b>Based on current A/1 of Salary Schedule (\$42,692)</b>	<b>1 - 3 years</b>	<b>4 - 9 years</b>	<b>10+ years</b>	<b>Position I</b>	<b>Position II</b>	<b>Position III</b>
<b>WATER POLO, BOYS/GIRLS</b>						
Varsity Head	0.080	0.095	0.110	3415.360	4055.740	4696.120
JV Head	0.060	0.075	0.090	2561.520	3201.900	3842.280
<b>GOLF, BOYS/GIRLS</b>						
Varsity	0.080	0.095	0.110	3415.360	4055.740	4696.120
JV Head	0.060	0.075	0.090	2561.520	3201.900	3842.280
<b>BASKETBALL, BOYS/GIRLS</b>						
Varsity Head	0.085	0.100	0.115	3628.820	4269.200	4909.580
Varsity Assistant	0.065	0.080	0.095	2774.980	3415.360	4055.740
JV Head	0.060	0.075	0.090	2561.520	3201.900	3842.280
Frosh Head	0.060	0.075	0.090	2561.520	3201.900	3842.280
<b>SOCCER, BOYS/GIRLS</b>						
Varsity Head	0.080	0.095	0.110	3415.360	4055.740	4696.120
Varsity Assistant	0.060	0.075	0.090	2561.520	3201.900	3842.280
JV Head	0.060	0.075	0.090	2561.520	3201.900	3842.280
<b>SWIMMING, BOYS/GIRLS</b>						
Varsity Head	0.080	0.095	0.110	3415.360	4055.740	4696.120
Assistant	0.060	0.075	0.090	2561.520	3201.900	3842.280
<b>TRACK, BOYS/GIRLS</b>						
Varsity Head	0.080	0.095	0.110	3415.360	4055.740	4696.120
Assistant	0.060	0.075	0.090	2561.520	3201.900	3842.280
<b>CROSS COUNTRY, BOYS/GIRLS</b>						
Varsity Head	0.080	0.095	0.110	3415.360	4055.740	4696.120
Assistant	0.060	0.075	0.090	2561.520	3201.900	3842.280
<b>STRENGTH &amp; CONDITIONING</b>						
Off-season coach (per semester)	0.030	0.038	0.045	1280.760	1622.296	1921.140

The "number of years" means the number of years the bargaining unit member has been in the stipend position in Murrieta Valley Unified School District. The years need not be consecutive.  
Appendix B-Stipends

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT  
M.T.A. STIPEND LIST

<b>POSITION</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>Cost per</b>	<b>Cost per</b>	<b>Cost per</b>
<b>Based on current A/1 of Salary Schedule (\$42,692)</b>	<b>1 - 3 years</b>	<b>4 - 9 years</b>	<b>10+ years</b>	<b>Position I</b>	<b>Position II</b>	<b>Position III</b>
<b>HIGH SCHOOL</b>						
<b>SUPPORT POSITIONS</b>						
ACTIVITIES DIRECTOR	0.180	0.195	0.210	7684.560	8324.940	8965.320
ATHLETIC TRAINER	0.160	0.175	0.190	6830.720	7471.100	8111.480
CHEER COACH (fall, winter & competition)	0.125	0.140	0.155	5336.500	5976.880	6617.260
ASST. CHEER COACH (fall, winter, competition)	0.060	0.075	0.090	2561.520	3201.900	3842.280
<b>ACADEMIC POSITIONS</b>						
ACADEMIC COMPETITION (Mock Trial, Speech, Debate, Club, etc.)	0.020	0.028	0.035	853.840	1195.376	1494.220
ACADEMIC DECATHLON	0.030	0.038	0.045	1280.760	1622.296	1921.140
TECHNOLOGY SPECIALISTS	0.040	0.048	0.055	1707.680	2049.216	2348.060
CLASS ADVISOR, 9-10	0.020	0.028	0.035	853.840	1195.376	1494.220
CLASS ADVISOR, 11-12	0.030	0.038	0.045	1280.760	1622.296	1921.140
DEPARTMENT CHAIR	0.025	0.033	0.040	1067.300	1408.836	1707.680
NEWSPAPER	0.050	0.058	0.065	2134.600	2476.136	2774.980
YEARBOOK	0.050	0.058	0.065	2134.600	2476.136	2774.980
ROTC	0.040	0.048	0.055	1707.680	2049.216	2348.060
<b>PERFORMING ARTS</b>						
MARCHING BAND DIRECTOR	0.080	0.095	0.110	3415.360	4055.740	4696.120
ASST. MARCHING BAND (>75)	0.050	0.058	0.065	2134.600	2476.136	2774.980
DRAMA DIRECTOR ( minimum 3 plays)	0.080	0.095	0.110	3415.360	4055.740	4696.120
ASST. DRAMA (per play)	0.015	0.023	0.030	640.380	981.916	1280.760
CHOIR DIRECTOR	0.080	0.095	0.110	3415.360	4055.740	4696.120
DANCE DIRECTOR	0.060	0.075	0.090	2561.520	3201.900	3842.280
PERFORMANCE CORE DIRECTOR	0.070	0.085	0.100	2988.440	3628.820	4269.200
ASST. PERFORMANCE CORE (>30)	0.050	0.058	0.065	2134.600	2476.136	2774.980

The "number of years" means the number of years the bargaining unit member has been in the stipend position in Murrieta Valley Unified School District. The years need not be consecutive.  
Appendix B-Stipends

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT  
M.T.A. STIPEND LIST

<b>POSITION</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>Cost per</b>	<b>Cost per</b>	<b>Cost per</b>
<b>Based on current A/1 of Salary Schedule (\$42,692)</b>	<b>1 - 3 years</b>	<b>4 - 9 years</b>	<b>10+ years</b>	<b>Position I</b>	<b>Position II</b>	<b>Position III</b>
<b>MIDDLE SCHOOL</b>						
ACTIVITIES DIRECTOR	0.100	0.115	0.130	4269.200	4909.580	5549.960
G.A.T.E. FACILITATOR	0.040	0.048	0.055	1707.680	2049.216	2348.060
S.I.P. FACILITATOR	0.040	0.048	0.055	1707.680	2049.216	2348.060
TECHNOLOGY SPECIALIST	0.040	0.048	0.055	1707.680	2049.216	2348.060
BAND DIRECTOR	0.040	0.048	0.055	1707.680	2049.216	2348.060
CHORUS DIRECTOR	0.040	0.048	0.055	1707.680	2049.216	2348.060
DRAMA DIRECTOR	0.040	0.048	0.055	1707.680	2049.216	2348.060
CLUB ADVISOR	0.020	0.028	0.035	853.840	1195.376	1494.220
DEPT/GRADE LEADER	0.020	0.028	0.035	853.840	1195.376	1494.220
SST COORDINATOR	\$25 per hour					
SST MEMBER	\$20 per hour					
YEARBOOK	0.050	0.058	0.065	2134.600	2476.136	2774.980
INTRAMURAL SPORTS (per season-3)	0.020	0.028	0.035	853.840	1195.376	1494.220
SPECIAL EVENTS DAY COACH (i.e.. History, Math, Geography, Science, Spelling, Language, GATE, Drill, Dance)	0.020	0.028	0.035	853.840	1195.376	1494.220
<b>ELEMENTARY SCHOOL</b>						
SIP FACILITATOR	0.050	0.058	0.065	2134.600	2476.136	2774.980
SST FACILITATOR	\$25 per hour					
SST MEMBER	\$20 per hour					
GRADE LEVEL/DIVISION LEADER	0.020	0.028	0.035	853.840	1195.376	1494.220
ASB ADVISOR	0.020	0.028	0.035	853.840	1195.376	1494.220
TECHNOLOGY	0.040	0.048	0.055	1707.680	2049.216	2348.060
SPECIAL EVENTS COACH (i.e. Math Day, T/F, Yearbook, Science, Spelling Bee, GATE, Tech Night)	0.020	0.028	0.035	853.840	1195.376	1494.220

The "number of years" means the number of years the bargaining unit member has been in the stipend position in Murrieta Valley Unified School District. The years need not be consecutive.  
Appendix B-Stipends

# MURRIETA VALLEY UNIFIED SCHOOL DISTRICT

## APPENDIX C-1

185 DUTY DAYS

**2009-10 COMMON CALENDAR for EMPLOYEES**

185 DUTY DAYS

**180 Student Attendance Days (numbered 1-180)**

<b>H</b> Holiday - No School	Duty Days	<b>EC</b> Elementary Minimum / Parent Conference Day (4)	<b>EM</b> Early Out / Elem & Middle (33)
<b>S</b> Saturday / Sunday	Non-Duty Days	<b>MC</b> Middle School Minimum / Parent Conference Day (3)	<b>MO</b> Early Out / Middle only (3)
		<b>HM</b> High School Minimum / Final Exam Day (6)	<b>LS</b> High School Late Start (16)

JULY 2009																														
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
		H	S	S						S	S						S	S						S	S					

AUGUST																														
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
S	S						S	S	P	BB	1	2	3	S	S	4	5	6	7	8	S	S	9	10	11	12	13	S	S	14

SEPTEMBER																														
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
15	16	17	18	S	S	H	19	20	21	22	S	S	23	24	25	26	27	S	S	28	29	30	31	32	S	S	33	34	35	

OCTOBER																														
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
36	37	S	S	38	39	40	41	42	S	S	43	44	45	46	47	S	S	48	49	50	51	52	S	S	53	54	55	56	57	S

NOVEMBER																														
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
S	58	59	60	61	62	S	S	63	64	H	65	66	S	S	67	68	69	70	71	S	S				H	H	S	S	72	

DECEMBER																															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
73	74	75	76	S	S	77	78	79	80	81	S	S	82	83	84	85	86	S	S					H	H	S	S			H	H

JANUARY 2010																														
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
H	S	S						S	S	BB	87	88	89	90	S	S	H	91	92	93	94	S	S	95	96	97	98	99	S	S

FEBRUARY																														
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28			
100	101	102	103	104	S	S	105	106	107	108	H	S	S	H	109	110	111	112	S	S	113	114	115	116	117	S	S			

MARCH																														
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
118	119	120	121	122	S	S	123	124	125	126	127	S	S	128	129	130	131	132	S	S	133	134	135	136	137	S	S			

APRIL																														
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
	H	S	S						S	S	138	139	140	141	142	S	S	BB	143	144	145	146	S	S	147	148	149	150	151	

MAY																														
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
S	S	152	153	154	155	156	S	S	157	158	159	160	161	S	S	162	163	164	165	166	S	S	167	168	169	170	171	S	S	H

JUNE 2010																														
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
172	173	174	175	S	S	176	177	178	179	180	S	S	P					S	S						S	S				

**MURRIETA VALLEY UNIFIED SCHOOL DISTRICT**  
**2010-11 COMMON CALENDAR for Students**  
**180 Student Attendance Days (numbered 1-180)**

**H** = Holiday - No School  
**S** = Saturday or Sunday

*Draft*  
 4/29/2009

JULY					2010																									
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
		S	S	H					S	S						S	S						S	S						S

AUGUST																														
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
S						S	S	P	BB	1	2	3	S	S	4	5	6	7	8	S	S	9	10	11	12	13	S	S	14	15

SEPTEMBER																														
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
16	17	18	S	S	H	19	20	21	22	S	S	23	24	25	26	27	S	S	28	29	30	31	32	S	S	33	34	35	36	

OCTOBER																														
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
37	S	S	38	39	40	41	42	S	S	43	44	45	46	47	S	S	48	49	50	51	52	S	S	53	54	55	56	57	S	S

NOVEMBER																														
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
58	59	60	61	62	S	S	63	64	65	H	66	S	S	67	68	69	70	71	S	S				H	H	S	S	72	73	

DECEMBER																														
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
74	75	76	S	S	77	78	79	80	81	S	S	82	83	84	85	86	S	S				H	H	S	S	H			H	H

JANUARY					2011																									
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
S	S						S	S	BB	87	88	89	90	S	S	H	91	92	93	94	S	S	95	96	97	98	99	S	S	100

FEBRUARY																														
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28			
101	102	103	104	S	S	105	106	107	108	109	S	S	H	110	111	112	113	S	S	H	114	115	116	117	S	S	118			

MARCH																														
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
119	120	121	122	S	S	123	124	125	126	127	S	S	128	129	130	131	132	S	S	133	134	135	136	137	S	S	138	139	140	141

APRIL																														
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
142	S	S	143	144	145	146	147	S	S						S	S					H	S	S	BB	148	149	150	151	S	

MAY																														
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
S	152	153	154	155	156	S	S	157	158	159	160	161	S	S	162	163	164	165	166	S	S	167	168	169	170	171	S	S	H	172

JUNE																														
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
173	174	175	S	S	176	177	178	179	180	S	S	P					S	S						S	S					

**MURRIETA VALLEY UNIFIED SCHOOL DISTRICT**  
**2011-12 COMMON CALENDAR for Students**  
**180 Student Attendance Days (numbered 1-180)**

**H** = Holiday - No School  
**S** = Saturday or Sunday

*Draft*  
 5/1/2009

JULY					2011																										
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
	S	S	H					S	S						S	S						S	S							S	S

AUGUST																															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
					S	S	P	BB	1	2	3	S	S	4	5	6	7	8	S	S	9	10	11	12	13	S	S	14	15	16	

SEPTEMBER																															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		
17	18	S	S	H	19	20	21	22	S	S	23	24	25	26	27	S	S	28	29	30	31	32	S	S	33	34	35	36	37		

OCTOBER																															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
S	S	38	39	40	41	42	S	S	43	44	45	46	47	S	S	48	49	50	51	52	S	S	53	54	55	56	57	S	S	58	

NOVEMBER																															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		
59	60	61	62	S	S	63	64	65	66	H	S	S	67	68	69	70	71	S	S				H	H	S	S	72	73	74		

DECEMBER																															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
75	76	S	S	77	78	79	80	81	S	S	82	83	84	85	86	S	S					H	S	S	H	H			H	S	

JANUARY					2012																										
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
S	H					S	S	BB	87	88	89	90	S	S	H	91	92	93	94	S	S	95	96	97	98	99	S	S	100	101	

FEBRUARY																															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29			
102	103	104	S	S	105	106	107	108	109	S	S	H	110	111	112	113	S	S	H	114	115	116	117	S	S	118	119	120			

MARCH																															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
121	122	S	S	123	124	125	126	127	S	S	128	129	130	131	132	S	S	133	134	135	136	137	S	S	138	139	140	141	142	S	

APRIL																															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		
S					H	S	S						S	S	143	144	145	146	147	S	S	BB	148	149	150	151	S	S	152		

MAY																															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
153	154	155	156	S	S	157	158	159	160	161	S	S	162	163	164	165	166	S	S	167	168	169	170	171	S	S	H	172	173	174	

JUNE																															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		
175	S	S	176	177	178	179	180	S	S	P					S	S							S	S					S		

**MURRIETA VALLEY UNIFIED SCHOOL DISTRICT  
PERFORMANCE EVALUATION FOR CERTIFICATED EMPLOYEES**

Name of Employee: \_\_\_\_\_ Date of Evaluation: \_\_\_\_\_

Grade/Assignment: \_\_\_\_\_ School: \_\_\_\_\_

Evaluation Period: From \_\_\_\_\_ To \_\_\_\_\_ School Year: \_\_\_\_\_

Name and Title of Evaluator: \_\_\_\_\_

Employee Status:  Tenured  Probationary / Year  One (1) or  Two (2)  Temporary

**INSTRUCTIONS: Print one of the ratings for each factor**

**KEY:**      **ME = Meets or Exceeds Expectations**  
                 **NI = Needs Improvement**  
                 **U = Unsatisfactory**

**Descriptors are available and must be used as a reference to establish ratings for each area.  
Ratings of "U" or "NI" must be accompanied by specific suggestions for improvement.**

**Specific comments are required for performance that Exceeds Expectations.**

<b>STANDARD ONE Engaging and Supporting All Students in Learning</b>	<b>Rating</b>	<b>Comments</b>	<b>Overall Rating</b>
1. Connects students' prior knowledge, life experience, and interests with learning goals.			
2. Uses a variety of instructional strategies and resources to respond to students' diverse needs.			
3. Facilitates learning experiences that promote autonomy, interaction, and choice.			
4. Engages students in problem solving, critical thinking, and other activities that make subject matter meaningful.			
5. Promotes self-directed, reflective learning for all students.			

<b>STANDARD TWO Creating and Maintaining Effective Environments for Student Learning</b>	<b>Rating</b>	<b>Comments</b>	<b>Overall Rating</b>
1. Creates a physical environment that engages all students.			
2. Establishes a climate that promotes fairness and respect.			
3. Promotes social development and group responsibility.			
4. Establishes and maintains standards for student behavior.			
5. Plans and implements classroom procedures and routines that support student learning.			
6. Uses instructional time effectively.			

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

**INSTRUCTIONS: Print one of the ratings for each factor**

**KEY:**      **ME = Meets or Exceeds Expectations**  
                  **NI = Needs Improvement**  
                  **U = Unsatisfactory**

**Descriptors are available and must be used as a reference to establish ratings for each area.  
 Ratings of "U" or "NI" must be accompanied by specific suggestions for improvement.**

**Specific comments are required for performance that Exceeds Expectations.**

<b>STANDARD THREE Understanding and Organizing Subject Matter for Student Learning</b>	<b>Rating</b>	<b>Comments</b>	<b>Overall Rating</b>
1. Demonstrates knowledge of subject matter content and student development.			
2. Organizes curriculum to support student understanding of subject matter.			
3. Inter-relates ideas and information within and across subject matter areas.			
4. Develops student understanding through instructional strategies that are appropriate to the subject matter.			
5. Uses materials, resources, and technologies to make subject matter accessible to students.			

<b>STANDARD FOUR Planning Instruction and Design Learning Experiences for All Students</b>	<b>Rating</b>	<b>Comments</b>	<b>Overall Rating</b>
1. Draws on and values students' backgrounds, interests, and developmental learning needs.			
2. Establishes and articulates goals for student learning.			
3. Develops and sequences instructional activities and materials for student learning.			
4. Designs short-term and long-term plans to foster student learning.			
5. Modifies instructional plans to adjust for student needs.			

<b>STANDARD FIVE Assessing Student Learning</b>	<b>Rating</b>	<b>Comments</b>	<b>Overall Rating</b>
1. Establishes and communicates learning goals for all students.			
2. Collects and uses multiple sources of information to assess student learning.			
3. Involves and guides all students in assessing their learning.			
4. Uses the results of assessments to guide instruction.			
5. Communicates with students, families, and other audiences about student progress.			
6. Students demonstrate progress towards the attainment of grade-level academic standards or IEP goals as evidenced by results from multiple performance measures. *			

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

**INSTRUCTIONS: Print one of the ratings for each factor**

**KEY: ME = Meets or Exceeds Expectations  
 NI = Needs Improvement  
 U = Unsatisfactory**

**Descriptors are available and must be used as a reference to establish ratings for each area.  
 Ratings of "U" or "NI" must be accompanied by specific suggestions for improvement.**

**Specific comments are required for performance that Exceeds Expectations.**

STANDARD SIX Developing as a Professional Educator	Rating	Comments	Overall Rating
1. Reflects on teaching practice and plans professional development.			
2. Establishes professional goals and pursues opportunities to grow professionally.			
3. Works with communities to improve professional practice.			
4. Works with families to improve professional practice.			
5. Works with colleagues to improve professional practice.			
6. Balances professional responsibilities and maintains motivation.			

- Employees who receive three (3) or more Unsatisfactory ratings within a Standard shall be rated as overall Unsatisfactory in that standard.
- Employees who receive one (1) Unsatisfactory or three (3) Needs to Improve ratings shall be rated as an overall Needs to Improve in that Standard.
- Permanent employees who receive two (2) or more overall ratings of Unsatisfactory within Standards one through five (1-5) shall be referred to the District Peer Assistance and Review (PAR) program.
- \* Analysis of student performance assessments takes into account mitigating factors such as student attendance, entry-level achievement, special program membership and other measurable variables that influence student achievement in accordance with the provisions of MVUSD/MTA Article 13.5.4.

**COMMENDATIONS (Additional pages may be attached)**

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Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

**RECOMMENDATIONS (Additional pages may be attached)**

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**TEACHER COMMENTS (Additional pages may be attached. See note below.)**

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- OVERALL RATING:**  **Meets or Exceeds District Standards**  
 **Needs Improvement**  
 **Unsatisfactory**

**Refer to PAR Program**

Evaluated by: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Signature)

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**NOTE:** Signature of the evaluatee indicates this performance evaluation was discussed with evaluatee and does not necessarily indicate agreement on the part of the evaluatee. If the evaluatee disagrees with this performance evaluation, he/she may submit a written statement within ten (10) working days from receipt to the evaluator, which will be attached to this performance appraisal.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 par-evalform/henry

**ORRIETA VALLEY UNIFIED SCHOOL DISTRICT  
TEACHER EVALUATION DESCRIPTORS**

**STANDARD ONE: ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING**

<b>FACTOR</b>	<b>UNSATISFACTORY</b>	<b>NEEDS IMPROVEMENT</b>	<b>MEETS DISTRICT STANDARDS</b>	<b>EXCEEDS DISTRICT STANDARDS</b>
1. Connects students' prior knowledge, life experience, and interests with learning goals	<p>The teacher makes no connections between the learning goals and the students' prior knowledge, life experiences, and interests.</p> <p>The teacher does not elicit student questions or comments during a lesson.</p>	<p>The teacher makes only cursory connections between the learning goals and the student's prior knowledge, life experience, and interest.</p> <p>The teacher elicits cursory questions from students during a lesson to monitor their understanding.</p>	<p>The teacher makes substantial connections between the learning goals and the students' prior knowledge, life experiences, and interests.</p> <p>The teacher elicits and uses student's questions and comments during a lesson to extend their understanding.</p>	<p>The teacher facilitates as students connect and apply their prior knowledge, life experiences, and interests to new learning and the achievement of learning goals.</p> <p>The teacher builds on students' questions and comments during lessons to modify instruction.</p>
2. Uses a variety of instructional strategies and resources to respond to students' diverse needs	<p>The teacher uses instructional strategies, but they lack variety, are poorly carried out, or are inappropriate to the students or the instructional goals. No adjustments are made to respond to students' needs.</p>	<p>The teacher uses a selection of instructional strategies that are largely appropriate to the students and the instructional goals, but they may lack variety or may not be responsive to students' needs.</p>	<p>The teacher uses a variety of instructional strategies that are appropriate to the students and the instructional goals. The teacher carries these strategies out thoughtfully, make some adjustments to respond to students' needs.</p>	<p>The teacher makes skillful use of a wide repertoire of instructional strategies to engage all students in learning, make adjustments while teaching to respond to students' needs.</p>
3. Facilitates learning experiences that promote autonomy, interaction, and choice	<p>The teacher, permitting no student autonomy, interaction, or choice directs learning experiences.</p>	<p>Learning experiences are directed by the teacher and allow marginal student autonomy, interaction, and choice.</p>	<p>Learning experiences are facilitated by the teacher to promote constructive interactions, autonomy, and choice; and to encourage and support student involvement in learning.</p>	<p>Learning experiences are facilitated by the teacher and students to promote and support a variety of constructive interactions, autonomy, and choice in the pursuit of significant learning.</p>
4. Engages students in problem solving, critical thinking, and other activities that make subject matter meaningful	<p>No learning opportunities are provided for students to engage in problem solving, analysis, or inquiry within or across subject matter areas.</p>	<p>Some learning opportunities are provided for students to engage in problem solving within subject matter areas, but no support is given to develop necessary skills.</p>	<p>Learning opportunities and support are provided for students to engage in problem solving and in investigating and analyzing subject matter concepts and questions within subject matter areas.</p>	<p>Learning opportunities are provided that extend student thinking and engage and support all students in problem posing, problem solving, inquiry, and analysis or subject matter concepts and questions within or across subject matter areas.</p>
5. Promotes self-directed, reflective learning for all students	<p>No opportunities are provided for students to initiate their own learning or to monitor their own work.</p>	<p>Students' learning is directed and monitored by the teacher, but only marginal opportunities are provided for students to reflect on their work individually</p>	<p>Students are supported in developing the skills needed to monitor their own learning during activities. Students reflect on and talk about their own work with peers.</p>	<p>Students take initiative for their own learning, and reflect on, talk about, and evaluate their own work with peers.</p>

**MURRIETA VALLEY UNIFIED SCHOOL DISTRICT  
TEACHER EVALUATION DESCRIPTORS**

**STANDARD TWO: CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING**

<b>FACTOR</b>	<b>UNSATISFACTORY</b>	<b>NEEDS IMPROVEMENT</b>	<b>MEETS DISTRICT STANDARDS</b>	<b>EXCEEDS DISTRICT STANDARDS</b>
1. Creates a physical environment that engages all students	The physical environment does not support student learning. There are one or more safety hazards, and materials are difficult to access when needed.	The physical environment is arranged for safety and accessibility, but it does not facilitate individual student engagement in learning.	The arrangement of the physical environment ensures safety and accessibility. Most students work well individually or together as they participate in learning activities.	The arrangement of the physical environment ensures safety and accessibility, and facilitates constructive interaction and purposeful engagement for all students in learning activities.
2. Establishes a climate that promotes fairness and respect	Unfairness or disrespect, either between the teacher and students or among students characterizes the classroom climate.  Students are unwilling to take risks.  Teacher response to inappropriate behaviors is unfair or inequitable.	A climate of fairness, caring, and respect is established by the teacher for most students, but few students extend themselves academically, and the teacher does not encourage them.  The pattern of teacher response to inappropriate behavior is inconsistent.	The teacher maintains a climate of fairness, caring and respect, and students are encouraged to take risks and be creative.  The pattern of teacher response to inappropriate behavior is fair and equitable.	Students ensure that a climate of equity, caring, and respect is maintained in the classroom, and students take risks and are creative.  The pattern of teacher response to inappropriate behavior is fair and equitable.
3. Promotes social development and group responsibility	Students' social development, self-esteem, and diversity are not supported, and students have no sense of responsibility for each other.	Students respect each other's differences and work together marginally well.  The teacher provides cursory opportunities for students to assume responsibility.	Students respect each other's differences and work independently and collaboratively, taking responsibility for themselves and their peers.	Students work independently and collaboratively and maintain a classroom community in which they respect each other's differences, assume leadership, and are responsible for themselves and their peers.
4. Establishes and maintains standards for student behavior	No standards for behavior appear to have been established, or students are confused about what the standards are.	The teacher has established standards for behavior.  The teacher's response to student behavior is marginally appropriate.	Standards for behavior are established, are clear to all students, and are maintained by the teacher.  The teacher's response to student behavior is appropriate.	Students and teacher develop standards for behavior together, and students are responsible for helping each other maintain standards.
5. Plans and implements classroom procedures and routines that support student learning	Classroom procedures and routines have not been established or are not being enforced.	Procedures and routines have been established and work marginally well.	Procedures and routines work smoothly, with no loss of instructional time.	Students and teacher ensure that classroom procedures and routines operate seamlessly and efficiently.

**MURRIETA VALLEY UNIFIED SCHOOL DISTRICT  
TEACHER EVALUATION DESCRIPTORS**

**STANDARD TWO: CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING (continued)**

<p><b>6. Uses instructional time effectively</b></p>	<p>Learning activities are often rushed or too long.</p> <p>Neither pacing of lessons nor student engagement is observed.</p> <p>Transitions are rough or confusing, resulting in a loss of instructional time.</p>	<p>Instructional time is not paced so that students can complete learning activities.</p> <p>Pacing of lessons is not appropriate to activities and does not enable all students to engage with content.</p> <p>Transitions used to move students into new activities are marginally effective.</p>	<p>Pacing of lessons is appropriate to activities and enables all students to engage successfully with the content.</p> <p>Transitions are smooth.</p>	<p>Pacing of lessons is adjusted as needed to ensure the engagement of all students in learning activities.</p> <p>Transitions are seamless.</p>
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**MURRIETA VALLEY UNIFIED SCHOOL DISTRICT  
TEACHER EVALUATION DESCRIPTORS**

**STANDARD THREE: UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING**

<b>FACTOR</b>	<b>UNSATISFACTORY</b>	<b>NEEDS IMPROVEMENT</b>	<b>MEETS DISTRICT STANDARDS</b>	<b>EXCEEDS DISTRICT STANDARDS</b>
1. Demonstrates knowledge of subject matter content and student development	The teacher's working knowledge of subject matter and student development is not evident, does not support students' learning, and not current.	The teacher's working knowledge of subject matter and basic principles of student development reflects a single perspective, supports some students' learning, and is marginally current.	The teacher's working knowledge of subject matter and basic principles of student development incorporates different perspectives, supports all students' learning, and is current.	The teacher's working knowledge of subject matter and individual students' development incorporates a broad range of perspectives, strongly supports all students' learning, and is current.
2. Organizes curriculum to support student understanding of subject matter	The curriculum is not organized and it does not demonstrates concepts, themes, and skills; does not value different perspectives or does not support students' understanding of core concepts.	The curriculum is not coherently organized, inconsistently demonstrates concepts, themes, and skills; marginally reveals and values different perspectives; and marginally supports an understanding of core concepts for all students.	The curriculum is organized and sequenced and demonstrates concepts, themes, and skills reveals and values different perspectives.  It supports an understanding of core concepts for all students.	The curriculum is organized and sequenced and demonstrates concepts, themes, and skills, and the relationships between them. It reveals and values a broad ranges of perspectives, and is organized to ensure that all students develop a deep understanding of core concepts.
3. Inter-relates ideas and information within and across subject matter areas	The teacher presents curriculum without identifying or integrating key concepts and information, or does not relate content to previous learning in order to support students' understanding.	The teacher identifies insufficient key concepts and information within the curriculum, and attempts to relate content to previous learning without extending students' understanding.	The teacher identifies and integrates key concepts and information within the curriculum, relates content to students' lives, and uses previous learning to extend students' understanding.	The teacher facilitates students as they identify and integrate concepts and information within and across curriculum, relate content to their lives and previous learning, and use this the extend their understanding.
4. Develops student understanding through instructional strategies that are appropriate to the subject matter	Instructional strategies are not appropriately matched to subject matter content or concepts, and do not encourage students to think critically or to extend their knowledge.	The teacher uses minimal strategies to make the content accessible to students, and then encourages students to think critically or to extend their knowledge of subject matter.	The teacher uses appropriate instructional strategies to make content accessible to students, to encourage them to think critically, and to extend their knowledge of subject matter.	The teacher facilitates students as they identify and integrate concepts and information within and across curriculum, relates content to their lives and previous learning, and uses this to extend their understanding.
5. Uses materials, resources, and technologies to make subject matter accessible to students	Instructional materials, resources and technologies are either not used or used inappropriately.	Instructional materials, resources, and technologies are used infrequently to convey key subject matter concepts.	Instructional materials, resources, and technologies support the curriculum and promote students' understanding of content and concepts.	A range of instructional materials, resources, and technologies are integrated into the curriculum to extend students' understanding of content and concepts.

**MURRIETA VALLEY UNIFIED SCHOOL DISTRICT  
TEACHER EVALUATION DESCRIPTORS**

**STANDARD FOUR: PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS**

<b>FACTOR</b>	<b>UNSATISFACTORY</b>	<b>NEEDS IMPROVEMENT</b>	<b>MEETS DISTRICT STANDARDS</b>	<b>EXCEEDS DISTRICT STANDARDS</b>
1. Draws on and values students' backgrounds, interests, and developmental learning needs	Instructional plans do not match or reflect students' backgrounds, experiences, interests, and developmental needs, and do not support students' learning.	Instructional plans are minimally related to information about students' backgrounds, experiences, interests, and developmental needs to support students' learning.	Instructional plans reflect students' backgrounds, experiences, interests, and developmental needs to support students' learning.	Instructional plans are built on students' backgrounds, experiences, interests, and developmental needs to support all students' learning.
2. Establishes and articulates goals for student learning	Instructional goals are not established or do not address students' language, experience, or home and school expectations.	Instructional goals do not regularly address students' language, experience, and/or home and school expectations.	Short-term and long-term instructional goals are based on students' language, experiences, or home and school expectations. Goals are appropriately challenging for most students and represent valuable learning.	Short-term and long-term instructional goals are set by teacher and students, and integrate students' language, experiences, and home and school expectations. Goals are appropriately challenging for all students and represent valuable learning.
3. Develops and sequences instructional activities and materials for student learning	Instructional activities and materials are not appropriate to the students, or the instructional goals, do not engage students in meaningful learning.  Activities are not logically sequenced.	Instructional activities and materials are marginally appropriate to students and learning goals, and minimally engage students in meaningful learning.  Few activities are logically sequenced within individual lessons.	Instructional activities and materials are appropriate to students and the learning goals, make content and concepts relevant, and engage most students in meaningful learning.  Activities are logically sequenced within individual lessons.	Instructional activities and materials are differentiated to reflect individual students' interests and developmental needs, and engage all students in meaningful learning.  Activities support the learning goals and are logically sequenced to clarify content and concepts.
4. Designs short-term and long-term plans to foster student learning	No evidence of long-term plans; individual lesson plans no relation to established long-term goals.	Long-term plans have a recognizable structure, although the sequence of individual lessons is incoherent and only minimally helps students develop conceptual understanding.	Long-term plans have a coherent structure, with learning activities in individual lessons well sequenced to promote understanding of concepts.	Long-term plans are highly coherent. Learning sequences are responsive to the needs of individual students and promote understanding of complex concepts.

**MURRIETA VALLEY UNIFIED SCHOOL DISTRICT  
TEACHER EVALUATION DESCRIPTORS**

**STANDARD FOUR: PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS (continued)**

<b>FACTOR</b>	<b>UNSATISFACTORY</b>	<b>NEEDS IMPROVEMENT</b>	<b>MEETS DISTRICT STANDARDS</b>	<b>EXCEEDS DISTRICT STANDARDS</b>
5. Modifies instructional plans to adjust for student needs	Instructional plans are not modified, in spite of evidence that modifications would improve student learning.	Modifications to instructional plans address only cursory aspects of the lesson.	Instructional plans are modified as needed to enhance student learning based on formal and informal assessment.	Instructional plans are modified, as needed, based on formal and informal assessment and students' suggestions to ensure deeper conceptual understanding by all students.

**MURRIETA VALLEY UNIFIED SCHOOL DISTRICT  
TEACHER EVALUATION DESCRIPTORS**

**STANDARD FIVE: ASSESSING STUDENT LEARNING**

<b>FACTOR</b>	<b>UNSATISFACTORY</b>	<b>NEEDS IMPROVEMENT</b>	<b>MEETS DISTRICT STANDARDS</b>	<b>EXCEEDS DISTRICT STANDARDS</b>
1. Establishes and communicates learning goals for all students	Few or no learning goals are established.  Learning goals are not revised or clearly communicated to students or families.	Learning goals are established to meet school and district expectations.  Goals are communicated to all students or families without revision (student needs excluded).	Learning goals are established in relation to student needs and the curriculum, and meet district and state expectations.  Goals are communicated to all student and their families, and are revised as needed.	Learning goals are established by the teacher, students, and families; are appropriate to students' needs and the curriculum, and meet district and state expectations.  Goals are fully integrated into long-term and short-term planning and communications.
2. Collects and uses multiple sources of information to assess student learning	The teacher uses no multiple performance measures to assess student learning and/or uses assessment strategies that are not appropriate to students' learning.	The teacher uses one or two multiple performance measures to assess student learning and one or two assessment strategies to understand student progress.	The teacher uses a variety of multiple performance measures to collect information about student learning and several appropriate assessment strategies to understand student progress.	The teacher uses a variety of multiple performance measures to collect information about student learning and a wide range of appropriate assessment strategies to understand student progress.
3. Involves and guides all students in assessing their own learning	Students have no opportunity to reflect on or assess their own work.	Student reflection is not regularly included during classroom activities.	Student reflection and self-assessment are included in most learning activities. The teacher models skills and assessment strategies to help students understand their own work.	Ongoing student reflection and self-assessment are integrated into the learning process. Students demonstrate assessment strategies
4. Uses the results of assessment to guide instruction	Information about student learning is not used by the teacher to plan, guide, or adjust instruction.	Information from a limited range of multiple performance measures is used to plan learning activities and support class needs and achievement.	Information from a variety of multiple performance measures is used to plan and modify learning activities, as well as to meet class and individual student needs and achievement.	Information from a variety of ongoing multiple performance measures is used to plan and modify learning activities, and to support class and individual student needs and achievement.
5. Communicates with students, families, and other audiences about student progress	The teacher does not provide information about learning to students, families and support personnel.	The teacher does not regularly provide information about student learning to students, families, and support personnel to promote understanding and academic progress.	The teacher regularly exchanges information about student learning with students, families, and support personnel in ways that improve understanding and encourage academic progress.	Students participate with the teacher to exchange information about their learning with families and support personnel in ways that improve understanding and encourage academic progress.

**MURRIETA VALLEY UNIFIED SCHOOL DISTRICT  
TEACHER EVALUATION DESCRIPTORS**

**STANDARD FIVE: ASSESSING STUDENT LEARNING (continued)**

<b>FACTOR</b>	<b>UNSATISFACTORY</b>	<b>NEEDS IMPROVEMENT</b>	<b>MEETS DISTRICT STANDARDS</b>	<b>EXCEEDS DISTRICT STANDARDS</b>
<p>6. Students demonstrate progress* toward the attainment of grade-level academic standards** as evidenced by results from multiple performance measures</p> <p>e.g. Learner outcomes as described in the district's course outlines and curriculum guides</p>	<p>Record keeping on assessment results is incomplete and/or the teacher has not administered assessments on a consistent basis according to established guidelines.</p> <p>Students show no progress in core academic areas.</p> <p>No students demonstrate progress towards the attainment of grade-level standards according to multiple performance measures.</p>	<p>Teacher has administered all required assessments and maintained records, yet a majority of students do not demonstrate a consistent pattern of progress in the subject areas taught. (Note * below)</p> <p>Students with baseline scores of average or above demonstrate progress toward grade-level standards, while students with lower baseline scores show little or no progress.</p> <p>Students may demonstrate measurable and significant progress, a large number of students may have demonstrated marginal gains or regressed.</p>	<p>Students who are members of special populations (e.g. ELL, RSP, etc.) are making progress in subject areas, through growth may be less, on the average, than students who are not members of a special population.</p> <p>Students demonstrate a consistent pattern of progress towards the attainment of grade-level standards according to multiple performance measures.</p>	<p>Students who are members of special populations demonstrate growth according to assessment results and may show increases in excess of expectations.</p> <p>The pattern of progress is consistent among subject areas and the correlation between grades and assessment results is strong.</p> <p>Students demonstrate a uniform pattern of progress towards the attainment of grade-level standards in subject area(s) taught.</p>

\* Analysis of student performance and assessment takes into account extenuating and mitigating factors such as student attendance, entry-level achievement, special program membership, and other variables that influence student achievement in accordance with the provisions of article 18.5.4.

\*\* When grade-level standards are assessed by a state adopted criteria referenced assessment, multiple performance measures, not just the state referenced test, will be used to assess student progress toward attaining grade level standards.

**MURRIETA VALLEY UNIFIED SCHOOL DISTRICT  
TEACHER EVALUATION DESCRIPTORS**

**STANDARD SIX: DEVELOPING AS A PROFESSIONAL EDUCATOR**

<b>FACTOR</b>	<b>UNSATISFACTORY</b>	<b>NEEDS IMPROVEMENT</b>	<b>MEETS DISTRICT STANDARDS</b>	<b>EXCEEDS DISTRICT STANDARDS</b>
1. Reflects on reaching practice and planning professional development	<p>The teacher does not reflect on specific problems or areas of concern in his or her teaching practice.</p> <p>Does not uses reflection to assess growth over time or to plan professional development.</p>	<p>The teacher reflects on some lesson and areas of concern in his or her teaching practice, and assesses growth in these areas with assistance.</p> <p>Uses reflection to plan professional development.</p>	<p>The teacher reflects on his or her teaching practice in relation to areas of concern and student learning, and assesses growth over time.</p> <p>Uses reflection to plan professional development.</p>	<p>The teacher reflects on his or her teaching practice in relation to student learning and instructional goals, and assesses growth over time.</p> <p>Plans professional development based on reflection.</p>
2. Establishes professional goals and pursues opportunities	<p>Professional goals are not established to guide practice.</p> <p>The teacher rarely pursues opportunities to develop new knowledge or skills.</p> <p>Does not participate in the professional community.</p>	<p>Professional goals are established with assistance.</p> <p>The teacher pursues opportunities to acquire new knowledge and skills.</p> <p>Infrequently participates in the professional community.</p>	<p>Professional goals are developed.</p> <p>The teacher pursues opportunities to acquire new knowledge and skills</p> <p>Participates in the professional community.</p>	<p>Professional goals are extended.</p> <p>The teacher pursues opportunities to expand knowledge and skills.</p> <p>Participates in and contributes to the professional community.</p>
3. Works with communities to improve professional practice	<p>The teacher has limited knowledge of students' communities or of how to access them to provide learning experiences for students or to promote collaboration with the school.</p>	<p>The teacher understands the importance of students' communities, but is not sure how to apply this to benefit students and families, provide experiences to support learning, or promote collaboration with the school.</p>	<p>The teacher values students' communities and develops knowledge of them to benefit students and families, provides some experiences to support student learning, and support collaboration between school and community.</p>	<p>The teacher values students' communities and uses knowledge of them to benefit students and families, provide students with experiences that support their learning, and promote collaboration between school and community.</p>
4. Works with families to improve professional practice	<p>The teacher does not demonstrate respect for students' families or their backgrounds, but has limited communication with families, and is not sure how to provide opportunities for participation in the classroom or school community.</p>	<p>The teacher respects some students' families, initiates communication and develops an understanding of their diverse backgrounds, and may provide some opportunities for families to participate in the classroom or school community.</p>	<p>The teacher respects students' families, develops positive communication and an understanding of their diverse backgrounds, and provides opportunities for families to participate in the classroom or school community.</p>	<p>The teacher respects all students' families, understands their diverse backgrounds, maintains ongoing positive interactions, and provides multiple opportunities for meaningful participation in the classroom or school community.</p>

**MURRIETA VALLEY UNIFIED SCHOOL DISTRICT  
TEACHER EVALUATION DESCRIPTORS**

**STANDARD SIX: DEVELOPING AS A PROFESSIONAL EDUCATOR (continued)**

<b>FACTOR</b>	<b>UNSATISFACTORY</b>	<b>NEEDS IMPROVEMENT</b>	<b>MEETS DISTRICT STANDARDS</b>	<b>EXCEEDS DISTRICT STANDARDS</b>
5. Works with colleagues to improve professional practice	The teacher rarely converses with colleagues, rarely seeks out other staff to meet student needs, and rarely participates in school or district events or learning activities.	The teacher engages in dialogue with some colleagues, seeks out staff to help meet students' needs, and participates in some school-wide events.	The teacher engages in dialogue with colleagues, collaborates with staff to meet students' needs, and participates in school-wide events.	The teacher engages in dialogue and reflection with colleagues, collaborates with staff to meet students' needs, and contributes to school-wide and district-wide decision making, events, and professional development.
6. Balances professional responsibilities and maintains motivation	<p>Fails to fulfill professional responsibilities.</p> <p>Acts and appears unprofessional.</p> <p>Does not adhere to the rules and regulations of the school and the district concerning legal responsibility for students' learning, behavior, and safety.</p>	<p>Attempts to fulfill professional responsibilities.</p> <p>Inconsistent professional conduct and appearance in the classroom and at the school.</p> <p>Usually adheres to the rules and regulations of the school and the district concerning legal responsibility for students' learning, behavior, and safety.</p>	<p>Fulfills professional responsibilities.</p> <p>Demonstrates professional conduct and appearance in the classroom and at the school.</p> <p>Adheres to professional and legal responsibilities for students learning, behavior, and safety.</p>	<p>Noteworthy efforts to enhance the professional caliber of the classroom at the school site.</p> <p>Models professional conduct, appearance, and integrity in the classroom and at the school.</p> <p>Adheres to and helps others understand the professional and legal responsibilities for student learning, behavior, and safety.</p>

**MURRIETA VALLEY UNIFIED SCHOOL DISTRICT  
CERTIFICATED GRIEVANCE FORM**

	Date Rcd	Date Rtd		Date Rcd	Date Rtd
<b>LEVEL 1</b>	_____	_____	<b>LEVEL 3</b>	_____	_____
<b>LEVEL 2</b>	_____	_____	<b>LEVEL 4</b>	_____	_____
Date of occurrence of cause of grievance			_____		
Date of informal discussion with supervisor			_____		

**STATEMENT OF GRIEVANCE:**

This statement shall be a clear, concise statement of the grievance, the contract provisions allegedly violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought. (Use back if needed)

_____	_____
Signature of Grievant	Date of Signature

**LEVEL 1: DECISION OF SUPERVISOR**

_____	_____
Signature of Supervisor	Date of Signature

**LEVEL 2: DECISION OF SUPERINTENDENT OR DESIGNEE**

_____	_____
Signature of Superintendent or Designee	Date of Signature

**LEVEL 3: DECISION OF THE MEDIATOR**

_____	_____
Signature of Superintendent or Designee	Date of Signature

**LEVEL 4: ARBITRATION**

ARBITRATOR AGREED UPON: \_\_\_\_\_

DATE OF HEARING: \_\_\_\_\_

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT

CERTIFICATED COURSE APPROVAL FORM - (MUST BE COMPLETED PRIOR TO TAKING COURSES)

EMPLOYEE NAME: \_\_\_\_\_ SCHOOL SITE: \_\_\_\_\_

Course Title                                      Begin Date                      End Date                      Course #                      Semester Units                      Quarter Credit

\_\_\_\_\_

Offered by: \_\_\_\_\_ Reason for taking course: \_\_\_\_\_  
(Accredited College or University)

Effective 7/1/09:

- Coursework must be in a subject directly & specifically related to education. A maximum of one column advancement per school year will be recognized for this type of coursework completed.
- Coursework taken specifically related to an Advanced Degree or an approved certificate program will be applied without the one column per year restriction.
- Courses taken for salary advancement must be completed outside of the regular duty day calendar and without the use of District funds, (\*Exceptions).
- Courses must be graduate or upper division level, (except for courses required to clear a credential or second language courses), and receive a grade of "C" or better.
- Duplication of prior courses taken will not be accepted.
- Courses must be completed by September 15<sup>th</sup>. Transcripts must be received in Human Resources for posting by November 1<sup>st</sup>.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

APPROVED                       DISAPPROVED                      Signature \_\_\_\_\_

Human Resources Designee                      Date

**\*Course Exceptions for 2009/10:** (These courses require this form to be submitted and will be applicable towards column advancement.)

~ BTSA/SP Training                      ~ BTSA/SP Service                      ~ BTSA/PT Participation

**MURRIETA VALLEY UNIFIED SCHOOL DISTRICT  
2009-2011**

**DEFINITION OF TERMS**

**ACCREDITED INSTITUTION**

An institution listed as accredited in an issue of the Accredited Institutions of Post-secondary Education.

**ALLOWABLE NECESSITY**

Any leave in which the bargaining unit member remains in a paid status; such leave can include, but not be limited to, a doctor's authorized medical leave, pregnancy disability leave, catastrophic leave, bereavement leave, jury duty, personal leave, personal necessity, and industrial accident leave. In addition to the above mentioned leaves, a call to active military service falls under the definition of Allowable Necessity. This section applies to section 6.3.4, Longevity Steps and is effective July 1, 2003.

**BACHELOR'S DEGREE**

Any earned Bachelor of Science or Arts Degree or equivalent from an accredited institution.

**DAY**

Any day in which the administrative office of the Murrieta Valley Unified School District is open for business.

**EXTENDED CONTRACT**

A teaching contract that exceeds 185 days.

**FULL-TIME**

A good year is one in which the bargaining unit member is in a paid status for a minimum of 135 days or 75% of the school year. (Reference state Education Code section 44908.) This section applies to section 6.3.4, Longevity Steps and is effective July 1, 2003.

**GRIEVANCE**

A formal written allegation by a grievant that he/she has been adversely affected by a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the policy rules and regulations of the Board of Trustees, or by the administrative procedures of this District are not within the scope of this procedure.

**GRIEVANT**

May be any bargaining unit member or the Association.

**IMMEDIATE SUPERVISOR**

The District designated management employee who has immediate jurisdiction over the grievant or who has been designated to adjust grievances.

**MASTER'S DEGREE**

Any earned Master of Science or Arts Degree or equivalent from an accredited institution.

**MODIFIED DAY**

A time of collaboration activities designed by the teachers and presented to the site administrator by the leadership team (grade level team leaders at an elementary school, department/grade leaders at a middle school, and department chairs at a high school.) The site administrator will verify that the focus is on student learning, curriculum, and school-wide issues. If site administrator determines the focus is not on student learning, curriculum, and school wide issues, teacher will revise modified day plan to meet verification.

**MURRIETA VALLEY UNIFIED SCHOOL DISTRICT  
2009-2011**

**DEFINITION OF TERMS**

**MULTIPLE PERFORMANCE MEASURES**

First, there are norm-referenced tests, such as SAT 9. These tests measure the performance of students against the performance of other students within defined categories, using a constantly changing relative scale - all seventh graders in the Unified States, all seventh graders in California or all seventh graders in MVUSD. The so-called "norms" are statistically created for comparison groups. These "norms" are the references factored into the questions and potential outcomes. The results of these tests array schools and districts in the state within a matrix of categories. The results are reported by district, school, and grade level - not by teacher. AB 265 specifically prohibits reporting results by teacher. The results of these tests are not a part of teacher evaluations. It is this group of tests that are widely known as "standardized tests."

The next group of tests is criterion-referenced tests. These tests are those which measure student performance against an absolute scale - 100 percent or 100 percent with a curve or 100 percent weighted in conjunction with a well-defined body of knowledge. Criterion-referenced tests are created through the prism of learning objectives and learning standards. Examples of such tests are the District assessment tests for writing (standards-based performance), English, language arts and mathematics (standards-based single answer). These criterion-referenced assessments were produced after deliberation by a number of teachers working on committees. The results of these tests do reflect on teacher performance within a framework of special circumstances that might apply to a teacher's class, such as student absences, cognitive levels of students, past student histories, English speaking abilities, etc.

Steady student progress or growth is the key, as reflected by assessment outcomes. This is basically common sense.

The third group of assessments is teacher generated. These assessments are really a form of criterion-referenced tests that are broader in scope and not necessarily pencil and paper. They can take the form of, but not be limited to, demonstrated physical performances - singing, presentation of a product - sculpture, term papers, projects, class pencil and paper tests, portfolios, teacher observation, and the results of programmed instruction.

**NEW TEACHER**

Those teachers that were not employed with the Murrieta Valley Unified School District during the previous year's new teacher in-service.

**NEW SCHOOL SITE**

A school site that was not in operation during the previous school year.

**PRIOR TEACHING EXPERIENCE**

A year of prior teaching experience for credit must equal seventy-five percent of the minimum 180 day teaching year required by California law. Only full-time teaching in grades K-12 or Special Education programs is accepted.

**REASSIGNMENT**

Movement from subject area to subject area and/or grade level to grade level at the same work location.

**RELATIVE**

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

**STAFF DEVELOPMENT**

A course/workshop offered by the District.

**TRAINING BEYOND BACHELOR'S OR MASTER'S DEGREE**

Accredited training beyond the Bachelor's or Master's Degree shall include only those courses taken after the date of issue of the Bachelor's or Master's Degree.

**TRANSCRIPT**

A documentary record of completed work certified by notarized signature or institutional seal and received by direct mail in the District Human Resources Office from an accredited institution.

**MURRIETA VALLEY UNIFIED SCHOOL DISTRICT**  
**2009-2011**  
**DEFINITION OF TERMS**

**TRANSFER**

A transfer is the movement of a bargaining unit member from one work location to another work location

**UNIT**

Refers to semester units from an accredited college or university. Quarter units equal 2/3 of a semester unit.

**UPPER DIVISION COURSES**

Those certified by an accredited institution as junior and senior level. Any graduate class would be considered equal to or superior to upper division.

**VACANCY**

A vacated or newly created position.

**MURRIETA VALLEY UNIFIED SCHOOL DISTRICT**

**SCRIBE'S WAIVER**

**In the event of any inadvertent omission  
by the scribe of this contract,  
the original signed agreement shall prevail.**

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