MURRIETA VALLEY UNIFIED SCHOOL DISTRICT

41870 McAlby Court
Murrieta, CA 92562
(951) 696-1600
www.murrieta.k12.ca.us

LABOR AGREEMENT WITH

MURRIETA EDUCATORS ASSOCIATION (NEA/CTA/MEA)

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

July 1, 2024 through June 30, 2027

Board Approved – May 9, 2024
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This is an Agreement made and entered into this 1st day of May 2024 between the Murrieta Valley Unified School District (hereinafter referred to as "District") and the Murrieta Educators Association (MEA/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 Educators Association (MEA) 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, Child Development Teachers, CTE Teachers, JROTC Teachers, Psychologists, Speech Language Pathologists, Nurses, Lead Nurse, District Librarian and non-management certificated personnel with the following exceptions:

Coordinators	Counselors
Substitutes	Supervisors

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, 2024 until June 30, 2027 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 2024/2025 and 2025/2026, and 2026/2027 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.

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, directors, and grievance representatives. It is recognized that any MEA member, who for what-ever reason becomes a non-MEA 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.

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 and position from which he/she was assigned previous to release up to a maximum of two (2) consecutive years, and have the right to return to their previous site up to a maximum of six (6) 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*,* or equivalent hours 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.

ARTICLE 5 PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

5.1 Members of the Association, or those who have 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 As-sociation 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 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.

5.4 If a member chooses to stop/cancel their membership, the District will only accept cancellations directly from the Association President.

ARTICLE 6 SALARIES

6.0 The parties agree that a collaborative approach to total compensation development is in the best interest of the District and MEA. 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 MEA will meet to jointly study all elements of total compensation to identify available resources for negotiations.

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

a. Local Control Funding Formula
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 offsetting 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 Schedules as provided in the attached Appendix A *(effective 07/01/2026),* and as augmented by Extra-Duty Stipend Schedule in the attached Appendix B.

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

Effective July 1, 2026, a 4.25% on-schedule salary increase will be applied to all certificated salary schedules (Appendix A) and extra duty salary schedules (Appendix B). Retro payment will occur on March 31, 2027.

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 A.)

6.3.2 An additional year shall be defined as being in a paid status 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 are in a paid status for part of a school year for this District shall be given pro-rated years credit. When such credit accumulates to 75% or more duty days in a paid status, the bargaining unit member shall be advanced one step on the next school year's salary schedule.

6.3.4 Longevity Steps.

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."

STEP 28 = 20 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 30 = 23 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.

6.4 ADDITIONAL COMPENSATION

6.4.1 a. Compensation for Summer Teaching (e.g. Extended School Year and Credit Recovery) by regular bargaining unit members, shall be paid at the bargaining unit member's hourly rate. Any other extra duty outside of the stipends in Appendix B that are beyond contract requirements shall be paid as follows: Teachers are not to exceed Step five, Column C (5-C) of the current certificated salary schedule (Appendix A). Nurses, Psychologists and Speech and Language Pathologists shall not exceed their hour rate up to Step 4 of the current salary sched-ule (Appendix A2a-c). Child Development Teachers shall not exceed their hourly rate up to Step five, Column C (5-c) of the current salary schedule (Appendix A3-8).

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. 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 184 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."

6.4.5 All Academic Stipends, with the exception of department/grade level leaders/PLT leaders (as defined in 8.9), are assigned on a year-to-year basis. Positions will be reviewed on an annual basis and will continue and be renewed for the following year based upon receipt of a year-end satisfactory extra-duty/stipend assignment evaluation. Please see "Extra-duty Stipend Language" in Appendix B for additional provisions/limitations.

All district apportioned athletic coaching stipend positions will be reviewed and distributed annually with oversight by the program head coach, athletic director and principal.

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

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

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

6.4.7 Bargaining unit members providing Home Hospital instruction shall be paid at their regular hourly rate. In addition, bargaining unit members will receive one additional hour of

compensation per week, per student, during weeks in which instructional services are provided to home hospital students for Home Hospital caseload management. Compensation for the additional hour will be at the bargaining unit member's hourly rate.

6.5 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 Effective 01/20/22, Adult Education teachers will be paid a flat pay rate of $42.00 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 ALTERNATIVE INSTRUCTIONAL ASSIGNMENTS

6.7.1 Independent Study Assignment – Additional traditional independent study assignments administered through Murrieta Canyon Academy using a master agreement for all subjects over and above the bargaining unit member's contract that are less than full-time shall be paid at a rate of $50 per student per week assigned. Acceptance of additional students is voluntary.

6.7.2 Online/Asynchronous Instructor Led Assignment Teaching District Curriculum

Teachers voluntarily accepting District or non-district students who are not part of an FTE assignment for online asynchronous teacher led instruction with District Curriculum taught through the District Learning Management System will be paid a flat rate of $200 per student per semester. Half the salary payment will occur within 60 days after the assignment is approved and students begin coursework. The remaining half salary will be paid within 60 days of successful course completion by the student.

6.7.3 Online/Asynchronous Self-Study Assignment with Non - District Curriculum – Teachers voluntarily accepting District or non- district students who are not part of the FTE assignment for online asynchronous self-study with non-District Curriculum taught through a vendor license will be paid a flat rate of $50 per student managed with payment occurring 60 days after successful course completion by the student.

6.7.4 Online/Live Synchronous Instructor Led Assignment with District Curriculum – Teachers voluntarily accepting District or non-district students who are not part of an FTE assignment for online/live asynchronous teacher led instruction with District Curriculum taught through the District Learning Management System will be paid a flat rate of $200 per student per semester. Half the salary payment will occur within 60 days after the assignment is approved and students begin coursework. The remaining half salary will be paid within 60 days of successful course completion by the student.

6.8 SPEECH AND LANGUAGE PATHOLOGIST ADDITIONAL COMPENSATION

6.8.1 Extended School Year – Speech and Language Pathologists shall not be required to work "Extended School Year" (ESY). If Speech and Language Pathologist services are needed for ESY, Speech and Language Pathologists may volunteer to provide coverage and compensation shall be paid per Article 6.4.1a.

6.8.1a. If no Speech Language Pathologist volunteer for ESY coverage, Speech Language Pathologists will be assigned on a rotating basis by the lead SLPs to work one (1) day of ESY each, per school year and shall be paid per Article 6.4.1a.

6.9 VOLUNTARY COVERAGE OF ADDITIONAL CLASSES/CASELOADS

Annually, the District will attempt to establish a substitute pool for School Nurses, Psychologists, and Speech Language Pathologists. A certificated substitute shall first be sought to cover absences. In rare, emergency circumstances, School Nurses, Psychologists, and Speech Language Pathologists will be asked on a voluntary basis to cover caseloads that are in addition to their assigned caseloads. The menus on next page are a reference tool for approving extra-duty performed by School Nurses, Psychologists, and Speech Language Pathologists to cover additional caseloads. They shall be paid extra-duty at their hourly rate for time worked above and beyond their workday with prior administrator approval.

Extra-Duty Menu

The Time Allocated for Extra-Duty Hours: includes the entire time devoted to the "Assessment Type/Other Duty" and encompasses time spent observing and assessing student, scoring, contracting parent, obtaining input from teachers, or other related tasks.

Speech/Language Pathologist Menu:

Assessment Type/Other Duty	Time Allocated for Extra-Duty Hours
Articulation	3 Hours
Fluency	5 Hours
Language	6 Hours
Pragmatics	4 Hours
IEP Meeting(s)	Time in Meeting
Case Management Duties	15 minutes per month per student
Progress Report Writing – at the end of each semes-ter.	15 minutes per student

Psychologist Menu Based on Assessment Type:

Assessment Type/Other Duty	Time Allocated for Extra-Duty Hours
Assessment – Initial	10 Hours
Assessment – Initial – Autism or ED	14 Hours
Assessment -Eligibility Review (Triennial)	8 Hours
Assessment – Eligibility Review – Autism or ED	10 Hours
IEP Meeting(s)	Time in Meeting

School Nurse Menu:

Assessment Type/Other Duty	Time Allocated for Extra-Duty Hours
Attend Meeting	Time in Meeting
Prep for Meeting	1 Hour
Hearing & Vision Screening	1 Hour
Hearing & Vision for Each Additional Student	15 Minutes per Student
Case Management (Existing Students)	1 Hour
Site Phone Call/Documentation	Time Worked
Site Visit	2 Hours
SPHCS Direct Care	2 Hours
Staff training	Time Worked
Health Assessment (New Students, including Pre-K)	4 Hours

6.9.1 Beginning with the 2023/2024 school year, in the event of an emergency where Human Resource directs and approves that entire classes need to be combined, when no substitute teacher is available, teachers shall be paid the pro rata share of their daily rate of pay.

ARTICLE 7 HEALTH, WELFARE AND OTHER BENEFITS

7.1 BENEFIT CONTRIBUTION

Effective July 1, 2026, the District's annual maximum cap/contribution is $11,800 annually 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 non-catastrophic 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 non-catastrophic 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. 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.

ARTICLE 8 CONTRACT HOURS AND DUTIES

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

At the high school, late start days are intended to be used for Professional Learning Communities. Beginning January 2020, the District may require high school teachers to attend one sixty (60) minute faculty meeting monthly and two additional 60-minute meeting monthly for purposes of collaboration, professional learning, professional development, or department meetings. This time will be calendared by educational services in collaboration with MEA, and this calendar will be posted on the District website annually, no later than the first workday of each school year.

At all levels, the time needed to complete the annual mandatory safety trainings will be scheduled during the bargaining unit member's duty day, outside of contractually provided prep time as defined in Articles 8.4 and 23.5: Two (2) hours from the August Professional Development Day and additional hours from regularly scheduled meetings in the months of August and/or September. This time will be calendared by Educational Services in collaboration with MEA and posted on the District website annually, no later than the first workday of each school year.

8.1.1 The length of the psychologist work day including prep, lunch, and before/after school hours shall consist of eight (8) consecutive hours.

8.1.2 The length of the speech and language pathologist work day including prep, lunch, and before/after school hours shall consist of eight (8) consecutive hours.

8.1.3 The length of the nurse work day including prep, lunch, and before/after school hours shall consist of eight (8) consecutive hours.

8.2 **Work Year** – All certificated bargaining unit workday calendars will be reduced by one (1) day beginning with the 2020/21 school year. The length of the work year, beginning in the 2020/21 school year shall be 184 days for returning teachers, 199 days for psychologists, and 194 days for nurses and speech and language pathologists 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 with input from the leadership team shall determine the starting times for 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 self-directed professional 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.

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

8.5 **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, with-out additional compensation, in such areas as:

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

Instructional record keeping should be updated in a manner that shall allow for reasonable and effective communication with parents regarding student progress.

The District may require more frequent updates of instructional records when the site administrator communicates and issue in writing with the bargaining unit member to improve communication with parents and/or students or specific parents and/or students regarding student progress.

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** – Teachers shall communicate with parents and/or colleagues in one or more of the following ways:

- Responding to parent written communication, telephone calls and meeting with 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 alignment 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. At the secondary level, each school site shall keep each full-time core academic assignment (English, Math, Science, Social Science and Foreign Language) to no more than three (3) different preps/subjects, excluding self-contained Special Education classes unless mutually agreed upon by both parties. Middle school cored subject teachers shall not teach more than four (4) different preps/subjects, unless mutually agreed upon by both parties.

8.7.1 Middle School/High School Office Hours/Support Period

The site administration, with input and collaboration from the site leadership team, shall determine the model of the office hours/support period and re-evaluate it annually. When a majority of leadership team members and site administrators are unable to reach an agreement regarding the model of office hours/support period, the District and Association shall assist the site with resolution efforts.

At no time shall a teacher be required to provide office hours/support during their regularly scheduled prep period. No formal observations shall take place during the office hours/support period.

The expectation is to utilize this time to support student learning and work completion. For the office hours/support period, no progress or report card grades shall be assigned.

The intention of the high school office hours/support period is to provide additional academic support for students already on one of a given teacher's regular classroom rosters. At no time shall the office hours/support period develop into an additional period in the school day used to offer classes for credit. The office hours/support period shall not have a separate class roster.

8.8 CALENDAR - The District and Association agree to develop a calendar committee for the purpose of developing the school year calendar. The committee will meet to discuss the school calendars and reach a consensus for recommendations to the Board of Education for approval. The committee shall develop multi-year school calendars (minimum of two consecutive years).

8.8.1 A minimum of one full day of self-directed bargaining unit member planning/preparation time shall be provided prior to the first day of instruction in August. Additionally, two hours of self-directed bargaining unit member planning/preparation time shall be provided upon return from winter break in January.

8.9 DEPARTMENT CHAIRPERSONS AND PROFESSIONAL LEARNING TEAM (PLT) LEADERS

The leadership team may be comprised of department, programmatic coordinator/teachers to support the function of shared leadership. The principal will submit a list of candidates qualified for dept./grade level chairs/PLT leads to each department/grade level by May 1st. These positions shall be selected by a vote from the teachers, psychologists, and SLPs in the department or grade level for the two-year term. Department Chairpersons or PLT Leads shall be required to have a satisfactory evaluation and permanent status when the term begins, and at the secondary level shall be qualified to and shall teach/work in at least one of the areas of the department that they chair/lead. If no qualified permanent teachers, psychologists, or SLPs volunteer or are available, a probationary teacher, psychologist, or SLP may be recommended by the principal to serve as a department chairperson, or PLT lead. At the secondary level, each teacher, psychologist, or SLP 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. At the secondary level, elections for Department Chairpersons shall be staggered with elections for PLT Leads so as not to occur during the same year. Mid-term vacancies will be filled following the same process to complete the two-year term. PLT lead term and selection/removal process will follow the department chairperson term and selection/removal process. Department Chairpersons and PLT leads are subject to removal by the department through a vote of no confidence. Selected Department Chairpersons or

PLT leads are subject to removal by administration upon receiving a less than satisfactory stipend evaluation. In the event no one person from a team is willing to be the department chair or PLT lead, two members of the team may equally share the stipend and the responsibilities of the position.

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

Based on consensus or majority viewpoint of the affected unit members, 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 in support of site and District goals.
4. Recommend the ordering of materials, supplies and equipment, and review expenditures on a monthly basis.
5. Propose in-service activities in support of site and District goals.
6. Active involvement in the development of the master schedule, and room assignments.
7. Coordinate the establishment of the department's class offerings and course content.

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

8.9.2 Professional Learning Team (PLT) Lead Duties - The PLT leads shall work in conjunction with the Principal or designee on the PLT implementation. The essential duties of this position include but are not limited to:

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

8.9.3 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. Class formation in number and composition shall be balanced. At the secondary level, department and/or grade level chairs will provide input into the development of the master schedule as specified in 8.9.1.

8.10 SHARED AND PART TIME CONTRACT

8.10.1 a. A "Shared Contract" is defined as two bargaining unit members sharing one position for a term of one contract year.
b. A "Part Time" employee is a bargaining unit member who works less than 100% contract and is not sharing a contract.

8.10.2 Bargaining unit members requesting to work a shared contract must have the shared contract approved by their direct supervisor and Human Resources. This decision is not subject to

grievance. Bargaining unit members must be tenured.

8.10.3 Both bargaining unit members in a "Shared Contract" must:

8.10.3.1 be credentialed for the specific position to be assigned.

8.10.3.2 attend scheduled Back to School Night, Open House, and parent conference, if applicable.

8.10.3.3 submit duty day calendars annually to the direct supervisor outlining the days that will be worked. This calendar should include the identification of which bargaining unit member will attend professional development days, and staff/professional learning community days within the school year. The calendar will include both shared contract bargaining unit members attending all professional development days. Bargaining unit members will be compensated at the bargaining unit member's regular rate for all duty days worked.

8.10.3.4 provide the direct supervisor with assurances that articulation and joint planning is taking place on a regular basis.

8.10.4 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. Bargaining unit members desiring to return to a full-time status shall communicate to their direct supervisor and Human Resources by February 15th. Bargaining unit members requesting to return to full- time status shall be placed in an appropriate vacancy at their current school site or department when a known vacancy exists. If no appropriate vacancy exists at their current school site or department, the bar-gaining unit member desiring to return to full-time shall be placed in an appropriate vacancy within the District.

8.10.5 Benefits

8.10.5.1 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.

8.10.5.2 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.

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

8.12 IEP Meetings – Notetaking – Prior to the IEP meeting, the school site team will determine who will be acting as primary and secondary notetaker. The team will make a reasonable effort not to assign the case manager as a notetaker during the meeting.

ARTICLE 9 SCHOOL SITE COUNCIL (SSC)

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

9.1 Duties / Roles of the School Site Council

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

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

9.2 Election of School Site Council Members

The selection of School Site Council members is determined by ballot amongst their peers. All elections will be for 2-year terms.

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

9.3 Composition of School Site Council Members

Elementary:

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

Secondary:

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

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

ARTICLE 10 LEAVE PROVISIONS

The benefits which are expressly provided by this section, Article 10.0, 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 20. All leave provisions are subject to verification.

10.1 PERSONAL ILLNESS AND INJURY LEAVE

10.1.1 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.

10.1.2 After all earned leave as set forth in 10.1.1 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 10.1.4 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.

10.1.3 If a bargaining unit member does not utilize the full amount of leave as authorized in Article 10.1.1 above in any school year, the amount not utilized shall be accumulated from year to year.

10.1.4 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.

10.1.5 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.

10.1.6 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.

10.1.7 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.

10.1.8 Each bargaining unit member may request notification of the accumulated leave by September 30th of each school year.

10.2.1 PERSONAL LEAVE

10.2.2 A bargaining unit member shall be entitled to charge ten (10) 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/herself from his/her duties. A bargaining unit member shall notify his/her principal/supervisor forty-eight (48) 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.

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

10.2.4 In the event a unit member exhausts their ten annually allocated days of leave prior to the end of the school year, a bargaining unit member may petition the Assistant Superintendent of Human Resources or designee to overuse banked leave for emergency purposes.

10.3 BEREAVEMENT LEAVE

10.3.1 A bargaining unit member shall be entitled to a maximum of seven (7) days leave of absence 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.

10.3.2 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.

10.4 LEAVE FOR PREGNANCY DISABILITY

10.4.1 Bargaining unit members are entitled to use sick leave as set forth in Article 10.1.1 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.

10.4.2 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 10.1.1 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.

10.4.3 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.

10.5 PAID CHILD BONDING LEAVE

PAID LEAVE

10.5.1 Bargaining unit members may elect to utilize up to 12 weeks of child bonding leave occasioned by the birth of the bargaining unit member's child, or the placement of a child, through either adoption or foster care, with the bargaining unit member as provided by the California Family Rights Act (CFRA).

10.5.2 Pursuant to Education Code section 44977.5, if a bargaining unit member exhausts his/her accumulated sick leave prior to expiration of the twelve (12) week child bonding leave, s/he shall be entitled to differential pay as defined in Education Code section 44977.5 for the balance of the twelve (12) week period. Consistent with the CFRA, if both parents work for the District, only one twelve (12) week period is available under this subsection in a twelve (12) month period.

10.5.3 For the birthing parent, the twelve (12) week child bonding leave shall commence at the conclusion of any pregnancy disability leave.

10.5.4 For non-birthing parents, the twelve (12) week child bonding leave shall commence on the first day of such leave.

10.5.5 Such leave requests shall be in writing and submitted to Human Resources at least thirty 30) days in advance, except in the case of emergency, so that the District can make adequate staffing arrangements.

UNPAID LEAVE

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

10.5.7 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.

10.5.8 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.

10.5.9 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.

10.6 INDUSTRIAL ACCIDENT LEAVE

10.6.1 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.

10.6.2 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.

10.6.3 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.

10.6.4 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.

10.7 JUDICIAL LEAVE

10.7.1 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.

10.7.2 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.

10.8 SABBATICAL LEAVE

10.8.1 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.

10.8.2 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.

10.8.3 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.

10.8.4 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.

10.8.5 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.

10.9 RELIGIOUS LEAVE

10.9.1 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.

10.10 OTHER LEAVES WITHOUT PAY

10.10.1 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, relocation of spouse or domestic partner, or professional study or research.

10.10.2 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.

10.11 EMERGENCY LEAVE - Leave for unforeseen emergencies, a bargaining unit member who is absent for less than one-half day during the work day may use hourly leave if site coverage is available and approved by the Principal or designee prior to taking leave. One hour absences equals one hour of leave, two-hour absence equals two hours of leave; more than two hours up to 3.5 hours equates to half day leave. A bargaining unit member who is absent for more than 3.5 hours will be docked a full day of leave.

A bargaining unit member who is absent from work is responsible for the content and implementation of information and materials presented and discussed.

10.12 CHILDREN'S SCHOOL ACTIVITIY LEAVE (CSAL)

10.12.1 Children's School Activity Leave may be used by a parent or legal guardian to participate in their child's school activities. CSAL is an unpaid leave requiring twenty-four hours notification to the supervisor. If coverage for the absent bargaining unit member at the site or department can be accommodated without disruption to operations or without needing a replacement, the bargaining unit member may take the leave and remain in paid status if the event is less than two (2) hours. If coverage at the site or department can not be accommodated without securing a replacement, the bargaining unit member may take CSAL leave unpaid or the bargaining unit member may elect to take the leave utilizing per-sonal leave. The supervisor will determine if a replacement is required. CSAL amounts for full-time bargaining unit members are a maximum forty (40) hours per year, not to exceed eight (8) hours per month. Part time bargaining unit members' allotments are pro-rated accordingly.

10.13 CATASTROPHIC LEAVE

10.13.1 The purpose of catastrophic leave is to provide bargaining unit members with additional leave when they have exhausted their fully paid sick leave balance and when a licensed physician has confirmed the bargaining unit member needs to be off work for their own, or their immediate family member's catastrophic medical condition.

When a bargaining unit member requests and qualifies for catastrophic leave, the District will send a notice on behalf of the bargaining unit member soliciting donations to the pool. An employee may apply to receive up to twenty (20) days of paid leave from the catastrophic leave program per school year. At the end of the twenty (20) day period, they may re-apply for up to twenty (20) days of additional leave credits. Bargaining unit members shall utilize available leave in accordance with AR 4161.9.

ARTICLE 11 ASSIGNMENT, TRANSFER AND FILLING OF VACANCIES

11.1 DEFINITION OF TERMS

11.1.1 Elementary Assignment. An assignment is the work site, grade level, or subject area to which a bargaining unit member is legally authorized by the Commission on Teacher Credentialing to fulfill his/her contractual duties.

11.1.2 Secondary Assignment. An assignment is the work site, grade level, or subject area to which a bargaining unit member is legally authorized by the Commission on Teacher Credentialing to fulfill his/her contractual duties.

11.1.3 Specialized Assignment. A nontraditional assignment, such as Teacher on Special Assignment, and/or Intervention Teacher.

11.1.4 Specialized Student Support Personnel are employees who may be assigned to more than one school site based on student need. MEA identifies the following bargaining unit members under this definition: Nurses, Psychologists, and Speech and Language Pathologists.

11.1.5 Elementary Reassignment. A reassignment is the movement of a bargaining unit member from one grade level or specialized assignment to another grade level or special assignment at the same work location.

11.1.6 Involuntary Elementary Reassignment. A reassignment not requested or voluntarily accepted by the bargaining unit member.

11.1.7 Secondary Reassignment. A reassignment is the movement of a bargaining unit member from one credential/subject area authorization or specialized assignment to another credential/subject area authorization at the same work location.

11.1.8 Involuntary Secondary Reassignment. A reassignment not requested or voluntarily accepted by the bargaining unit member.

11.1.9 Transfer. A transfer is the movement of a bargaining unit member from one work site to another work site.

11.1.10 Involuntary Transfer. A transfer not requested or voluntarily accepted by the bargaining unit member.

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

11.2.1 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 de-signee. The transfer process is as follows:

1. All teaching vacancies for the subsequent school year that become known before June 30th will be posted as a voluntary transfer for qualified permanent teachers to be considered before being posted to the public.

2. Each posting will be communicated in writing to all teachers at the time of posting.

3. Each voluntary transfer posting will be open for five (5) days.

4. The Human Resources Department will review applications to verify all credential qualifications are met.

5. Qualified applicants for voluntary transfer positions shall be afforded the opportunity to interview for each position for which they applied. Requests by applicants for

change in time of interview shall be considered and reasonably accommodated by the interview panel lead.

6. Site principals will notify the Human Resources Department the outcome of the voluntary interviews held, including any recommendations for transfer. The Human Re-sources Department will notify all interviewed transfer applicants the outcome of the interview process.

7. The Human Resources Department will email an "offer of voluntary transfer" to selected teachers.

8. Teachers will have five (5) calendar days to electronically accept or decline the voluntary transfer offer. Acceptance of a transfer eliminates the option for further consideration of transfer for the upcoming school year.

9. A unit member who has voluntarily transferred to a program or specialized position which is eliminated within three (3) years of the transfer shall be given priority placement ot a vacant position of choice for which he/she is qualified. Bargaining unit members will receive a list of known vacancies they are credentialed for within ten (10) days of notice their position is being eliminated and will have five (5) days to select their placement.

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

11.2.3 A transfer or reassignment decision shall not be made arbitrarily, capriciously, or without basis of fact.

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

11.3 INVOLUNTARY TRANSFER AND INVOLUNTARY REASSIGNMENT

11.3.1 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.

11.3.2 The Superintendent or designee shall give the affected bargaining unit member reasons in writing for the transfer or reassignment within five (5) work days of notification of the involuntary re-assignment.

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

11.3.4 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. Bargaining unit members involuntarily reassigned after the start of the school year shall be provided two (2) duty free contract days from the new assignment. Unit members may elect to utilize non-contract days for the preparation and will be compensated at their daily rate. The District shall provide assistance in movement of the bargaining unit member's materials upon transfer or reassignment.

11.3.5 Any teacher involuntarily transferred or reassigned shall not be involuntarily transferred more than one time during the length of this contract or 3 years, whichever is greater. During the term of the agreement in which an involuntary transfer occurs, teachers involuntarily transferred shall be considered first prior to other transfer applicants for positions at their previous site.

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

11.4 NOTIFICATION OF ASSIGNMENT. Preliminary notification of assignment for each subsequent school year shall be communicated to each bargaining unit member not later than June 1st of each school year.

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

11.6 Speech and Language Pathologists and Psychologists – Each group shall meet independently and develop a plan for preliminary assignments for the upcoming school year. Each plan shall be provided to the Special Education Executive Director for approval by June 1st. If there is a change in unit member personnel after the original plan has been submitted, the group shall provide an updated plan to the Special Education Executive Director for approval.

11.6.1 If the original or updated plan is not approved by the Special Education Executive Director or designee, the Director shall meet with the individual lead to develop a mutually acceptable plan.

11.6.2 Psychologist Assignments – A Psychologist shall be designated the primary Psychologist at only one school site per school calendar year, with the exception of a site with a total student population of up to 600 students and with a special education population of less than 15%.

11.7 Nurses – Nurses shall meet and develop a plan for preliminary assignments for the upcoming school year. This plan shall be provided to the Executive Director of Student Support for approval by June 1st. If there is a change in unit member personnel after the original plan has been submitted, the group shall provide an updated plan to the Executive Director of Student Support for approval.

11.7.1 If the original or updated plan is not approved by the Executive Director of Student Support or designee, the Director shall meet with the individual lead to develop a mutually acceptable plan.

ARTICLE 12 CLASS SIZE

12.1 ELEMENTARY SCHOOL (TK-5) CLASS SIZE MAXIMUMS

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

Grades K-3 K-3 classrooms at each site will have a maximum student enrollment of 30. The parties agree that this constitutes a collectively bargained alternative to the statutory class size requirements.

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

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

Grades K through 3 Class Size Overage Pay

Effective for the 2027/2028 school year, when the average class size for grades K-3 at a school site exceeds 25 students to 1 teacher, teachers will be provided the following:

o $10 for the 26th Student and each student thereafter

Grades 4 and 5

- Maximum of 35
- District has fifteen (15) days to remedy over maximum classes.
- Maximum does not include band classes.

Grades 4 and 5 Class Size Overage Pay

For each instructional day where enrollment exceeds 31, teachers will be provided the following:

- $5 for the 32nd Student
- $10 for the 33rd Student
- $15 for the 34th Student
- $20 for the 35th Student

12.1.1 ELEMENTARY COMBINATION TEACHERS - After sites are provided with initial staffing numbers, the Principal will convene with the site leadership team to discuss grade level class sizes through a shared decision-making process. All reasonable efforts will be made to minimize combination classes at the elementary level. The class building process (as referenced in Article 8.9.3) shall include the identification of students who may be considered for placement in a potential combination class. Combination classes will be built smaller than other classes in the same grade levels.

When a principal and site leadership team determine a combination class is the only available option, a volunteer shall first be sought from the school site. Unless mutually agreed upon, no teacher will be assigned a combination class in consecutive years.

Each full-time, regular classroom combination 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.

With approval of their site administrator and the Assistant Superintendent of Human Resources, or designee, a permanent teacher in a combination assignment may be excluded from their regularly scheduled formal evaluation.

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

The District shall routinely cap maximum class size at 35 with an average of 31 for core classes in grades 6-8. The district will use the following formula to determine compensation for teachers whose combined "core" class sections exceed the average of 31. In the event a teacher has a core class or classes that exceed 35 students, there shall be no compensation provided, unless the combined core class average exceeds 31:

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

- The overage formula will be used in unique circumstances when adding staff may not be warranted or possible due to master schedules or disruption considerations. In those unique circumstances where class size averages exceed negotiated limits, the teacher shall be given the opportunity to decline. In cases where class size average exceeds limits, should an alternative placement and/or remedy be unavailable, the District, the Association and the teacher shall meet to mitigate the overage.

- Per the above formula, compensation will only be paid for a combined core class average that exceeds 31. No compensation shall be provided for individual classes exceeding 35. In cases where a single section may exceed 35 and the other sections of the assignment are well under the maximum, MEA and the District will meet to ensure appropriate balancing of sections will occur.

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

Maximum of 35 with a class size average of 31 in core classes: English, Math, Science, Social Science, and Foreign Language

Class sizes will not exceed the number of workstations for elective courses. The number of workstations for each elective course will be determined by the administration with input from the lead teacher. A basic workstation is defined as an assigned location where a student normally spends the majority of class time performing the operational functions necessary to meet the performance objectives and goals of the course.

In the event an individual teacher's class size average for a middle school site exceeds 31, site administration must distribute students equally to teachers with the same academic curricular assignments.

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.

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

The District shall routinely cap maximum class size at 35 with an average of 31 for core classes in grades 9-12. The district will use the following formula to determine compensation for teachers whose combined "core" class sections exceed the average of 31. In the event a teacher has a core class or classes that exceed 35 students, there shall be no compensation provided, unless the combined core class average exceeds 31:

- "# of students over" X $5.00 = "#" X student days exceeding class size average = "#" X 95.35% (attendance rate) = Amount to be Compensated.
- The overage formula will be used in unique circumstances when adding staff may not be warranted or possible due to master schedules or disruption considerations. In those unique circumstances where class size averages exceed negotiated limits, the teacher shall be given the opportunity to decline. In cases where class size average exceeds limits, should an alternative placement and/or remedy be unavailable, the District, the Association and the teacher shall meet to mitigate the overage.
- Per the above formula, compensation will only be paid for a combined core class average that exceeds 31. No compensation shall be provided for individual classes exceeding 35. In cases where a single section may exceed 35 and the other sections of the assignment are well under the maximum, MEA and the District will meet to ensure appropriate balancing of sections will occur.
- At the secondary level (6-12), intensive core classes will not be counted towards the teacher's overall class size average.
- Maximum of 35 with a class size average of 31 in core classes: English, Math, Science, Social Science, and Foreign Language.
- Class sizes will not exceed the number of workstations for elective courses. The number of workstations for each elective course will be determined by the administration with input from the lead teacher. A basic workstation is defined as an assigned location where a student normally spends the majority of class time performing the operational functions necessary to meet the performance objectives and goals of the course.
- In the event an individual teacher's class size average for a high school site exceeds 31, site administration must distribute students equally to teachers with the same academic curricular assignments.
- 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

12.4 Middle and High School Physical Education Class Size Maximums

Effective July 1, 2025, the District shall build staffing of General Education Physical Education classes with an average of 57 students, excluding non-traditional PE classes such as Unified PE, Athletic PE, Track, Football, etc. When class size averages exceed 57, the teacher shall be given overage

compensation as calculated using the formula referenced in (a.) below. The teacher will not be given the opportunity to decline overages as referenced in Article 12.2 and 12.3.

a. "#" of students over 57 average x $5.00 = "#" x student days exceeding class size average = Amount to be Compensated.
b. Per the above formula, compensation will only be paid for a combined General Education Physical Education class average exceeds 57.

- Effective July 1, 2026, under no circumstance shall a middle school or high school general education physical education class section exceed 66 students.
  The District has twenty (20) days to remedy over-maximum classes.
- Every effort shall be made to balance general education PE class sizes across the department at each site.

12.5 SPECIAL EDUCATION (K-12) CLASS SIZE MAXIMUMS

12.5.1 RESOURCE SPECIALIST - Resource Specialist caseloads shall not exceed 28.

12.5.1.1 In the event a Resource Specialist is at the maximum contractual caseload, and an additional initial assessment is assigned, the Resource Specialist completing the initial assessment shall receive 3 hours of compensation at the extra-duty hourly rate.

This compensation shall cover completion of the initial assessment and IEP process, including, but not limited to, all duties associated with the initial assessment and initial IEP meeting.

Compensation shall be submitted upon completion of the initial IEP process in full.

12.5.1.2 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 case-load.

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

12.5.1.4 **RSP CASELOADS -** Resource Specialists shall not teach more than three academic core class sections and/or study skills classes, unless mutually agreed upon by both parties.

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

12.5.2 SPECIAL DAY CLASS (SDC) If caseloads and/or class sizes exceed the following maximums, caseloads and/or class sizes shall be examined by the District and affected bargaining unit member to determine what additional staff, instructional support, time, or other assistance is needed:

SDC Elementary (K-3) Mild/Mod (Essentials)	14
SDC Elementary (3-5) Mild/Mod (Essentials)	15
SDC Middle School and High School (6-12) Mild/Mod (Essentials)	18
SDC (K-12) Mod/Severe (Foundations)	12
SDC Social Emotional Learning (SEL-Behavior) SDC Pre-school	12
SDC Pre-school	10 Per Session

The District has twenty (20) days to remedy over-maximum caseloads and/or class sizes. 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. If caseloads and/or class sizes are unable to be mitigated, the following overage formula may be

implemented.

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

The overage formula will be used in circumstances when adding staff may not be possible due to hiring issues or disruption considerations. When caseloads and/or class size exceed limits, should alternative placement and/or remedy be unavailable, the District, the Association, and the teachers shall meet to mitigate the overage.

12.6 SCHOOL NURSE CASELOADS – In order to effectively serve the staff and student population, nurse staffing will be reviewed annually by the District and Lead Nurse to determine staffing needs. The District shall maintain a Nurse to student ratio average of 2,100 students. Assignments will be determined as outlined in Article 11.7.

12.7 SPEECH AND LANGUAGE PATHOLOGIST CASELOADS – In order to effectively serve the population of students who receive educational services, Speech and Language Pathologist staffing will be (1) reviewed, monitored, mitigated throughout the school year and (2) reviewed at a minimum annually in January by the District and the lead SLPs to determine staffing needs for the subsequent year. The following staffing ratios will determine staffing.

Preschool only: 1:40
Elementary and Elementary with Preschool Students: 1:55
Middle School: 1:70
High School: 1:90

Assignments will be determined as outlined in Article 11.7

For Speech and Language Pathologists that require additional assistance to address overages, support will be determined on a case-by-case basis by the affected SLP, by the Executive Director of Special Education or designee, and the Association SSSP Director. Additional support can include SLPA (Speech Language Pathology Assistant), time, clerical support, a Speech and Language Pathologist substitute to provide assistance, or other means of support agreed upon by the SSSP Director, with input from the affected Speech Pathologist.

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

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

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

ARTICLE 13 EVALUATION PROCESS AND PROCEDURES

13.1 PRINCIPLES OF EVALUATION AND ASSESSMENT

13.1.1 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.

13.1.2 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 forms 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.

13.2 PROCEDURES FOR EVALUATION AND ASSESSMENT

13.2.1 The District shall evaluate and assess bargaining unit member competency within the unit member's assigned role based on the standards set forth in the evaluation form aligned to their role. The following evaluation forms will be utilized:

a. Teacher
b. Speech Language Pathologist
c. Psychologist
d. Nurse

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

13.2.3 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 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 prescheduled observation. This section shall not apply to probationary teachers.

13.2.4 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. In the event of a teacher or administrative reassignment after the 20th day of service, the standing Principal or designee reserves the right to reassign a new evaluator for the remainder of the year.

13.2.5 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" in any overall standard shall receive no less than one (1) classroom observation during the evaluation year, pro-rated appropriately. All formal classroom observations shall require a minimum of one week's notice, unless mutually agreed upon by the bargaining unit member and evaluator.

13.2.6 Any bargaining unit members in a "needs improvement" status in any overall standard, and/or on an assistance plan, shall have at least two (2) observations prescheduled with a minimum of at least one week's notice, unless mutually agreed upon by the bargaining unit member and evaluator. 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.

13.2.7 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.

13.2.8 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.

13.2.9 Summary evaluations shall be in writing on the forms 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.

13.2.10 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 every fifth (5^{th}) year thereafter. Summative evaluations will be written according to the state criteria. However, the District reserves the right to evaluate permanent bargaining unit members every year.

13.3 ASSISTANCE

13.3.1 If the bargaining unit member's final evaluation reflects less than meets expectations in any overall standard, 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 a bargaining unit member who has received written notice of needs improvement in any overall standard to participate in a District provided program designed to improve appropriate areas of the bargaining unit member's performance. Permanent Employees who receive two (2) or more overall ratings of Unsatisfactory within Standards one through four (1-4) on the teacher evaluation form shall be referred to the Teacher Support Network.

No assistance plan shall include a provision for mandatory bargaining unit member participation beyond the bargaining unit member's normal workday.

13.3.2 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.

13.4 ASSOCIATION REPRESENTATION

13.4.1 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.

13.4.2 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.

13.5 REBUTTAL

13.5.1 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.

13.6 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 14 TEACHER SUPPORT NETWORK (TSN)

14.1 TSN JOINT COMMITTEE

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

14.1.2 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.

14.1.3 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, Mentor Teachers, and Joint Committee members.
e. Provide training for Consulting Teachers and Mentor Teachers prior to participation in the program.
f. Send written notification of participation in the TSN 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 Mentor Teachers 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 Mentor Teachers.
k. Determine the number of Consulting Teachers and Mentor Teachers in any school year, guided by and subject to such factors as the number of Participating Referred and Voluntary TSN Teachers and available funds. The parties agree that in light of the above factors, the number of Consulting Teachers may vary from year to year. Continuation of the TSN program is subject to continued funding.
l. Approve annual induction plans, assistance plans, release time, and in-service and training opportunities developed by the Program Coordinator.
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 TSN 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 other-wise required by lawful process.
p. Joint Committee bargaining unit members may not simultaneously serve as Consulting Teachers or Mentor Teachers.

14.2 REFFERED PARTICIPATING TSN TEACHERS

14.2.1 A Referred Participating TSN Teacher is a classroom teacher with permanent status who receives assistance and support 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.

14.2.2 The TSN Program expects and strongly encourages a cooperative relationship between the Consulting Teacher, Referred Participating Teacher, and the Principal with respect to the process of teacher assistance and support. The Consulting Teacher may meet with the principal or immediate supervisor to review and discuss the basis for referral to the TSN 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 Commit-tee.

14.2.3 A Referred Participating TSN 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.

14.2.4 The Referred Participating TSN 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.

14.3 VOLUNTARY PARTICIPATING TSN TEACHERS

14.3.1 A Voluntary Participating TSN Teacher is a classroom teacher with permanent status who volunteers to participate in the TSN program. Voluntary Participating Teachers are for teacher assistance and support 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.

14.3.2 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.

14.3.3 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.

14.4 TEACHER INDUCTION PROGRAM

14.4.1 The TSN Program for first- and second-year teachers new to the profession, teachers clearing preliminary credentials, and/or for out-of-state teachers with less than five years of classroom experience, will be the District's Teacher Induction Program.

14.4.2 Probationary and temporary unit members not included in the District's Teacher Induction Program may request teacher support and assistance from the TSN Joint Committee. When approved, assistance will be provided by a Consulting Teacher or a Mentor Teacher under the same terms of this article which apply to Volunteer TSN Participants.

14.5 CONSULTING TEACHERS

14.5.1 A Consulting Teacher provides support and assistance to a Participating Teacher pursuant to the TSN 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.

14.5.2 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) One recommendation from a site principal or other school district administrator and,

b) One recommendation from an Association member, and

c) One recommendation of applicant's choice.

14.5.3 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.

14.5.4 A Consulting Teacher shall be provided necessary release time as approved by the Joint Committee.

14.5.5 A Consulting Teacher who has been selected to fill an administrative position within the District may not continue to serve as a Consulting Teacher.

14.5.6 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 TSN Program, unsatisfactory performance of the Consulting Teacher, or for other reasons which serve the TSN Program's best interest. Prior to the effective date of such removal, the Joint Committee will meet with the Consulting Teacher.

14.5.7 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.

14.5.8 The Consulting Teacher shall meet with the Referred Participating Teacher to discuss the TSN 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.

14.5.9 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.

14.5.10 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.

14.5.11 The Consulting Teacher shall provide support and 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 support and 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.

14.5.12 The results of the Referred Participating Teacher's participation in the TSN program shall be made available for placement in his/her personnel file and may be used in the evaluation of the Referred Participating Teacher.

14.5.13 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.

14.5.14 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.

14.6 MENTOR TEACHERS

14.6.1 A Mentor Teacher provides support and assistance to teachers requiring and/or requesting assistance per article 14.4 above (new teacher induction, out of state credentialed teachers, and teachers who do not have a preliminary or clear credential). The qualifications for the Mentor 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 con-texts.

14.6.2 Each applicant for the position of Mentor Teacher shall be required to submit three written letters of recommendations from individuals with specific knowledge of his/her expertise, as follows:

a) One recommendation from a site principal or other school district administrator

b) One recommendation from an Association member, and

c) One recommendation of applicant's choice.

14.6.3 Mentor Teachers shall be selected and submitted for approval to the Governing Board by five (5) affirmative votes of the Joint Committee following completion of the application process, including classroom observations by the committee members.

14.6.4 A Mentor Teacher shall be provided necessary release time as approved by the Joint Committee.

14.6.5 A Mentor Teacher who has been selected to fill an administrative position within the District may not continue to serve as a Consulting Teacher.

14.6.6 The Joint Committee will monitor and evaluate the effectiveness of the Mentor Teachers and make decisions regarding their continuation in the program. The Joint Committee may remove a Mentor Teacher from the position at any time because of the specific needs of the TSN Program, unsatisfactory performance of the Mentor Teacher, or for other reasons which serve the TSN Program's best interest. Prior to the effective date of such removal, the Joint Committee shall communicate with the Mentor Teacher in writing and will meet with the Mentor Teacher in person upon request.

14.7 BUDGET PRIORITIES AND CONSIDERATIONS

14.7.1 The TSN budget will fund the direct program and administrative expenses of the Teacher Support Network, to include participant training and related staff development programs using available funds.

14.7.2 Consulting Teachers and Mentor Teachers shall each receive compensation to provide support and assistance as described in this Article. Compensation will be paid for time spent beyond the contractual workday, work that is outlined on the mentor/consulting teacher expectation agreements (as determined by the Joint Committee). Additional funds may be allocated for release of Consulting Teachers and Mentor Teachers to provide services, workshops for participants, administrative costs, and training/meetings of Committee members. Stipend compensation amounts are listed here:

a. TSN Mentor Teachers: Induction--$2,200 stipend annually per each assigned teacher

b. TSN Mentor Teachers: Teachers that do not hold a California credential (i.e.: interns, out of state, PIP, STSP, etc.) --$1100 stipend annually per each assigned teacher.

c. TSN Consulting Teacher (referred TSN and/or voluntary TSN): C5 hourly

d. TSN Mentor teacher: TPSL (long term substitute) credential: C5 hourly

14.7.3 Funds may also be budgeted to provide training for permanent teachers to receive assistance including workshops, training, release time for observations and related costs.

14.7.4 Consulting Teachers, Mentor Teachers, 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.

14.8 TEACHER EVALUATION BASED UPON PUPIL PROGRESS

14.8.1 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.

14.8.2 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.

14.8.3 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 a the secondary level to adhere to the above criteria when scheduling student placement.

14.8.4 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: Achievement levels of students upon entry,

a. Special Program Placement (Special Education, ELL, etc.),

b. Student attendance (e.g. hours/days of instruction),

c. The amount of time/days that a teacher has been assigned to a specific class and/or subject area,

d. 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.

e. Availability of materials to support the instructional program,

f. Student behavior as evidenced by discipline records.

14.8.5 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.

14.9 STAFF DEVELOPMENT

14.9.1 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.

14.9.2 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.

14.10 PROGRAM AMENDMENTS

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

ARTICLE 15 DISCIPLINE PROCESS AND PROCEDURES

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

15.1 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.

15.2 Except as provided in section 15.3 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 15.4.

15.3 Suspension without pay shall be deferred pending exhaustion of the administrative appeal set forth in section 15.4 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 15.2 above provided to the bargaining unit member within five (5) calendar days after the suspension.

15.4 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 Super-intendent or designee at the District Office, within five (5) workdays of service of the written notice pro-vided in section 15.2 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 or designee shall be subject to the grievance procedure contained in this Agreement, beginning at Level 2.

15.5 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.

15.6 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.

15.7 All discipline applied in accordance with this Article shall be progressive in nature, which means that except in extreme instances as described in section 15.3, 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 16 GRIEVANCE PROCESS AND PROCEDURES

16.1 DEFINITIONS

16.1.1 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.

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

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

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

16.1.5 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.

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

16.2 INFORMAL LEVEL

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

16.3 LEVEL I - IMMEDIATE SUPERVISOR

16.3.1 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.

16.3.2 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.

16.3.3 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.

16.4 LEVEL II - SUPERINTENDENT OR DESIGNEE

16.4.1 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.

16.4.2 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.

16.5 LEVEL III - MEDIATION

16.5.1 If the grievant is not satisfied with the decision at Level II, he/she may, within ten (10) days submit a written request (Appendix E) for mediation of the grievance. In this event the Association shall, within ten (10) days, submit to the California State Conciliation Service a written request for the immediate services of a mediator.

16.5.2 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.

16.5.3 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.

16.5.4 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).

16.6 LEVEL IV - ARBITRATION

16.6.1 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.

16.6.2 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.

16.6.3 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.

16.6.4 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.

16.6.5 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.

16.6.6 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 17 UNSUBSTANTIATED PUBLIC COMPLAINTS

1.17 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 18 WORKPLACE SAFETY

18.1 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.

18.2 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 re-ported unsafe condition and advise the unit member(s) in writing within ten (10) days of any findings and suggested corrected action. The District shall take the necessary steps to have the condition corrected in a timely manner.

18.2.1 Should an unsafe working condition, including any type of environmental hazards, be discovered by district personnel other than a unit member who is directly affected by the unsafe working condition, the unit member shall be notified via district email of the issue and the plans for resolution.

18.3 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

18.4 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.

18.5 Nurses shall receive notification of known serious student health concerns when information is received by the District. The Nurse will be given three days upon notification to investigate the student's healthcare needs and obtain necessary physician authorizations and medical supplies.

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.

ARTICLE 22 NON-VOTING BOARD MEMBER

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.

ARTICLE 23 FAMILY SERVICES LEAD AND CHILD DEVELOPMENT TEACHERS

23.1 Child Development Teachers and Family Services Lead are members of the certificated bargaining unit represented by the Association. All Child Development Teachers and Family Services Leads shall be subject to provisions of this article.

23.2 In addition to Article 23, the following articles and sections of this Agreement shall be applicable to Child Development Teachers and Family Services Leads:

Articles 1-5
Article 6.0 and 6.1 only
Article 7
Articles 8.6.2, 8.6.3 only
Article 10 (all but 10.1.2)
Article 11.2.4 only
Articles 13-22 Applicable Appendices

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

23.3.1 Initial Salary Placement – Step
Upon initial employment by the District, child Development Teachers and Family Services Leads shall be given up to 7 years of credit for prior experience in a full-time teaching position with a State or Federally funded program, where the number of days worked in any given school year were in excess of 135. Step 8 is the maximum entry level placement.

23.3.2 Initial Salary Placement – Column
Credit toward initial column placement begins with the Child Development Permit. Courses completed in addition to the Permit must be completed through an accredited college and shall be those courses offered for the attainment of an Associate or Bachelor's degree and applicable to the field of Early Childhood education. Coursework grades need to be "C" or better, (Pass or Credit also apply). The teacher is required to provide an official transcript to Human Resources to verify and confirm their column placement.

23.3.3 Salary Advancement – Column
Salary Placement for the school year shall be made by the Human Resources Office upon documentary evidence by an official transcript that has been received on or before September 15. It is the responsibility of each bargaining unit member to ensure official transcripts of training have been provided to Human Resources prior to September 15. In the event official transcripts are not available by 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. Coursework grades need to be "C" or better, (Pass or Credit also apply).

Clarification of Collegiate Courses Taken at an Accredited College or University

1. Lower division courses applied to an Associate or Bachelor's degree in the field of Early Childhood education will count towards advancement on the salary schedule.
2. A maximum of one (1) column advancement per school year will be available.

3. Work to be taken at a foreign university or college must be approved in advance.
4. 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.

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.)

23.3.4 Additional Compensation – Compensation for any extra-duty beyond contract requirements shall be paid at the bargaining unit member's hourly rate, not to exceed C5.

23.4 WORK DAY AND WORK YEAR – The length of the work year shall be one hundred and eighty-four (184) days or two hundred and twenty three (223) days, depending on county, state, and/or federal program requirements and needs. For full day 10-month (184 day) or 12-month (223 day) teachers, the work week shall consist of 5 consecutive days, working 8 hours per day and additional time for an unpaid, minimum 30-minute, duty free lunch. For part-time 10-month (184 day) teachers, the work week shall consist of 5 consecutive days of 4 hours per day.

23.5 PREP TIME – For full day 10-month (184 day) or 12-month (223 day) teachers, 45 minutes of uninterrupted daily prep time will be provided to each teacher to be used for professional activities (for example, classroom preparations, parent conferences, and peer consultations).

23.6 LAYOFF – Layoffs for Family Services Lead Teachers and Child Development Teachers shall be implemented in accordance with the Education Code applicable to child development teachers (Education Code section 8366).

24 **CHILDREN'S SCHOOL ACTIVITY LEAVE –** Full time Family Services Lead and Child Development Teachers shall be granted up to forty (40) hours of unpaid leave time each school year (not to be exceed eight (8) hours monthly) in order to participate in their children's school activities. Such leave is not cumulative from year to year. Part time employee allotments are pro-rated accordingly. This leave will be pre-approved by the bargaining unit member's immediate supervisor or designee. School activities shall include, but not be limited to, events such as awards assemblies, student performances, or school plays. Events or activities requiring a short period of time not to exceed two (2) hours, need not be reported for payroll purposes but will be recorded at the site or department level. Activities requiring more times such as school field trips or school sports events will be reported and taken without pay.

24.1 EXTENDED SICK LEAVE BENEFIT – For Child Development Teachers and Family Services Lead Teachers, after all earned leave is exhausted, additional non-accumulated leave shall be available for a period not to exceed five (5) school months, provided that the provisions of 10.1.4 are met. Upon exhaustion of all accumulated sick leave credit, a unit member who continues to be absent for purposes of this section will receive differential (50%) pay as per Education Code up to five (5) calendar months. The five-month period shall begin on the eleventh (11) day of absence due to illness or injury.

24.2 FILLING A VACANCY – When a "true open" vacant child development teacher position has been identified, permanent, probationary, and temporary child development teacher employees will be given an opportunity to apply and interview for the open position.

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT

and

MURRIETA EDUCATORS ASSOCIATION

APPENDICES

to the 7/1/24 - 6/30/27
Labor Agreement

TEACHER SALARY SCHEDULE							
184 DUTY DAYS							
Effective 7/1/2026 (4.25%) BOE Approved 11/17/2026							
	A	B	C	D	E	F	G
STEP	BA	BA+15	BA+30	BA+45 MA	BA+60 MA+15	BA+75 MA+30	BA+75/wMA MA+45
1	64572	67159	69733	72322	74905	77484	0
2	67635	70340	73051	75753	78463	81164	0
3	70699	73532	76364	79190	82020	84847	0
4	73771	76723	79672	82625	85576	88526	0
5	76842	79913	82988	86060	89136	92214	0
6	79909	83105	86298	89499	92698	95888	0
7	82975	86292	89610	92931	96250	99566	0
8	0	89480	92928	96369	99806	103251	0
9	0	0	96239	99802	103368	106929	0
10	0	0	0	103234	106925	110613	0
11	0	0	0	0	110484	114293	0
12	0	0	0	0	0	117971	0
13	0	0	0	0	0	121653	0
14	0	0	0	0	0	125335	0
15	0	0	0	0	0	0	129186
16	0	0	0	0	0	0	133154
19	0	0	0	0	0	129186	137246
22	0	0	0	0	0	0	141461
25	0	0	0	0	0	0	145805
28	0	0	0	0	0	0	150180
30	0	0	0	0	0	0	154685

PLACEMENT ON SALARY SCHEDULE

1. YEARS OF EXPERIENCE - The Murrieta Valley Unified School District (MVUSD) will recognize up to 7 years of experience for salary placement.
   a. Experience must be in a public school or meet the requirements of Article 6.2 of the Murrieta Educators Association contract, (MEA).
   b. A year of experience is based on a minimum of 75% of duty days in a paid status.
2. COLUMN PLACEMENT (Units) - As per the schedule under the following conditions:
   a. All units must be from an accredited college/university.
   b. Only units earned after the initial degree, or credits earned as post-baccalaureate taken prior to receipt of the initial degree, will be used in salary placement.
   c. A grade of "C" or better is required for units to be counted.
   d. Refer to MEA contract Article 6.3 for courses applicable to salary advancement.
3. VERIFICATION - Employees are responsible to ensure all required documents verifying prior teaching experience & official, sealed transcripts for column placement are sent to MVUSD to confirm initial salary placement.

EMPLOYEES & PROSPECTIVE EMPLOYEES ARE HELD RESPONSIBLE FOR MEETING THE REQUIREMENTS OF THE CONTRACT.

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT CHILD DEVELOPMENT TEACHER SALARY SCHEDULE (184 DD)					
Effective 7-1-2026 (4.25%) BOE Approved 11/17/2026					
21 STEP	A CDT PERMIT	B CDT PERMIT W/AA	C CDT PERMIT AA+30	D CDT PERMIT W/BA	
1	46,307	47,409	48,541	49,699	Annual
2	48,518	49,677	50,864	52,081	Annual
3	50,831	52,049	53,296	54,574	Annual
4	53,271	54,549	55,857	57,199	Annual
5	55,820	57,159	58,535	59,945	Annual
8	58,507	59,915	61,357	62,838	Annual
12	61,322	62,801	64,316	65,869	Annual
16	64,283	65,836	67,429	69,060	Annual
20	67,387	69,018	70,689	72,402	Annual
23	68,692	70,355	72,061	73,807	Annual

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT CHILD DEVELOPMENT TEACHER SALARY SCHEDULE (223 DD)					
Effective 7-1-2026 (4.25%) BOE Approved 11/17/2026					
23 STEP	A CDT PERMIT	B CDT PERMIT W/AA	C CDT PERMIT AA+30	D CDT PERMIT W/BA	
1	55,165	56,489	57,847	59,239	Annual
2	57,821	59,212	60,639	62,101	Annual
3	60,601	62,060	63,557	65,093	Annual
4	63,529	65,063	66,635	68,246	Annual
5	66,589	68,199	69,851	71,541	Annual
8	69,814	71,505	73,238	75,015	Annual
12	73,198	74,973	76,794	78,659	Annual
16	76,752	78,616	80,528	82,487	Annual
20	80,482	82,438	84,446	86,501	Annual
23	82,049	84,043	86,092	88,188	Annual

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT CAREER TECHNICAL EDUCATIONAL (CTE) TEACHER SALARY SCHEDULE

- CTE teacher certificated salary schedule shall be effective July 1, 2024.

- The district and association acknowledge that for most, obtaining a CTE designated subject teaching credential requires fewer years of education (a high school diploma) than does obtaining a preliminary or clear multiple subject or single subject teaching credential. However, the parties also recognize that CTE teachers often bring many years of outside experience/certifications along with their designated subject teaching credential.

- For the purpose of initial step placement, teachers hired exclusively to instruct CTE designated coursework may be credited a maximum of 7 years teaching experience and/or CTE industry sector experience in the field they were initially hired to teach. The superintendent reserves the right to waive these limitations.

- Beginning in the 2024-25 school year, a CTE salary schedule will specifically apply only to individuals hired exclusively to CTE classes. The salary schedule is similar to current 184 duty day certificated teacher salary schedule, in that it contains the same steps and columns, but it contains some key additions for each column as follows:

A	B	C	D	E	F	G
BA or Voc/DSC Credential	BA/Voc/ DSC Cred +15	BA/Voc/ DSC Cred +30	BA/Voc/ DSC Cred +45 MA	BA/Voc/ DSC Cred +60 MA+15	BA/Voc/ DSC Cred +75 MA+30	BA/Voc/ DSC Cred +75 w/MA MA+45

- Post-credential/degree coursework: courses used for initial salary schedule placement or advancement shall be college work taken from an accredited institution and completed after the employee obtains their bachelor's degree or preliminary CTE designated subjects teaching credential (DSC). A grade of c or higher, or its equivalent (pass), must be earned for course work to count toward salary advancement.

- Article 6.2.3 and 6.3.4 will not apply for CTE teachers.

CTE TEACHER SALARY SCHEDULE							
184 DUTY DAYS							
Effective 7/1/2026 (4.25%) BOE Approved 11/17/2026							
	A	B	C	D	E	F	G
STEP	BA or Voc/DSC Credential	BA/Voc/DSC Cred+15	BA/Voc/DSC Cred+30	BA/Voc/DSC Cred+45 MA	BA/Voc/DSC Cred+60 MA +15	BA/Voc/DSC Cred+75 MA +30	BA/Voc/DSC Cred+75w/ MA MA+45
1	64,572	67,159	69,733	72,322	74,905	77,484	0
2	67,635	70,340	73,051	75,753	78,463	81,164	0
3	70,699	73,532	76,364	79,190	82,020	84,847	0
4	73,771	76,723	79,672	82,625	85,576	88,526	0
5	76,842	79,913	82,988	86,060	89,136	92,214	0
6	79,909	83,105	86,298	89,499	92,698	95,888	0
7	82,975	86,292	89,610	92,931	96,250	99,566	0
8	0	89,480	92,928	96,369	99,806	103,251	0
9	0	0	96,239	99,802	103,368	106,929	0
10	0	0	0	103,234	106,925	110,613	0
11	0	0	0	0	110,484	114,293	0
12	0	0	0	0	0	117,971	0
13	0	0	0	0	0	121,653	0
14	0	0	0	0	0	125,335	0
15	0	0	0	0	0	0	129,186
16	0	0	0	0	0	0	133,154
19	0	0	0	0	0	129,186	137,246
22	0	0	0	0	0	0	141,461
25	0	0	0	0	0	0	145,805
28	0	0	0	0	0	0	150,180
30	0	0	0	0	0	0	154,685

PLACEMENT ON SALARY SCHEDULE

1. YEARS OF EXPERIENCE - The Murrieta Valley Unified School District (MVUSD) will recognize up to 7 years of experience for salary placement.
   a. Experience must be in a public school or meet the requirements of Article 6.2 of the Murrieta Educators Association contract, (MEA).
   b. A year of experience is based on a minimum of 75% of duty days in a paid status.
2. COLUMN PLACEMENT (Units) - As per the schedule under the following conditions:
   a. All units must be from an accredited college/university.
   b. Only units earned after the initial degree, or credits earned as post-baccalaureate taken prior to receipt of the initial degree, will be used in salary placement.
   c. A grade of "C" or better is required for units to be counted.
   d. Refer to MEA contract Article 6.3 for courses applicable to salary advancement.
3. VERIFICATION - Employees are responsible to ensure all required documents verifying prior teaching experience & official, sealed transcripts for column placement are sent to MVUSD to confirm initial salary placement.

EMPLOYEES & PROSPECTIVE EMPLOYEES ARE HELD RESPONSIBLE FOR MEETING THE REQUIREMENTS OF THE CONTRACT.

MURRIETA VALLEY USD
NURSE
Effective 7-01-2026 (4.25% increase; BOE Approved 11/17/2026)

POSITION	DUTY DAYS	ANNUAL SALARY										
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6*	STEP 7*	STEP 8*	STEP 9*	Step 1 Daily Rate	CE Range
Nurse BA	194	100,354	105,377	110,642	116,173	121,985	125,035	128,160	131,363	133,990	517	26
Nurse MA	194	104,510	109,532	114,797	120,328	126,140	129,190	132,314	135,623	138,336	539	27
Lead Nurse	194	120,187	125,961	132,018	138,378	145,061	148,568	152,161	155,966	159,084	620	27.1

●Eligibility for annual stipend determined by job description requirements. Annual stipend paid as applicable: Doctorate $1000.

●STEP 6*, STEP 7*, STEP 8* & STEP 9* Longevity Steps:

Step 6 is a longevity step that will be awarded to the above employees who have completed Step 5 with a full year of creditable service as defined by 75% of annual duty days in paid status in their position and have completed ten (10) years of service in the Murrieta Valley USD.

Step 7 is a longevity step that will be awarded to the above employees who have completed Step 6 with a full year of creditable service as defined by 75% of annual duty days in paid status in their position and have completed fifteen (15) years of service in the same position in the Murrieta Valley USD.

Step 8 is a longevity step that will be awarded to the above employees who have completed Step 7 with a full year of creditable service as defined by 75% of annual duty days in paid status in their position and have completed twenty (20) years of service in the same position in the Murrieta Valley USD.

Step 9 is a longevity step that will be awarded to the above employees who have completed Step 8 with a full year of creditable service as defined by 75% of annual duty days in paid status in their position and have completed twenty-five (25) years of service in the same position in the Murrieta Valley USD.

MURRIETA VALLEY USD
PSYCHOLOGIST
Effective 7-01-2026 (4.25% increase BOE Approved 11/17/2026)

POSITION	DUTY DAYS	ANNUAL SALARY										
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6*	STEP 7*	STEP 8*	STEP 9*	Step 1 Daily Rate	CE Range
Psychologist	199	116,455	122,278	128,389	134,811	141,546	145,085	148,715	152,433	155,481	585	31

●Eligibility for annual stipend determined by job description requirements. Annual stipend paid as applicable: Doctorate $1000.

●STEP 6*, STEP 7*, STEP 8* & STEP 9* Longevity Steps:

Step 6 is a longevity step that will be awarded to the above employees who have completed Step 5 with a full year of creditable service as defined by 75% of annual duty days in paid status in their position and have completed ten (10) years of service in the Murrieta Valley USD.

Step 7 is a longevity step that will be awarded to the above employees who have completed Step 6 with a full year of creditable service as defined by 75% of annual duty days in paid status in their position and have completed fifteen (15) years of service in the same position in the Murrieta Valley USD.

Step 8 is a longevity step that will be awarded to the above employees who have completed Step 7 with a full year of creditable service as defined by 75% of annual duty days in paid status in their position and have completed twenty (20) years of service in the same position in the Murrieta Valley USD.

Step 9 is a longevity step that will be awarded to the above employees who have completed Step 8 with a full year of creditable service as defined by 75% of annual duty days in paid status in their position and have completed twenty-five (25) years of service in the same position in the Murrieta Valley USD.

MURRIETA VALLEY USD
SPEECH PATHOLOGIST SALARY SCHEDULE
Effective 7-01-2026 (4.25% increase; BOE Approved 11/17/2026)

POSITION	DUTY DAYS	ANNUAL SALARY										
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6*	STEP 7*	STEP 8*	STEP 9*	Step 1 Daily Rate	CE Range
Speech Pathologist	194	115,347	121,111	127,167	133,527	140,199	143,708	147,296	150,977	153,997	595	31

●Eligibility for annual stipend determined by job description requirements. Annual stipend paid as applicable: Doctorate $1000.

●STEP 6*, STEP 7*, STEP 8* & STEP 9* Longevity Steps:

Step 6 is a longevity step that will be awarded to the above employees who have completed Step 5 with a full year of creditable service as defined by 75% of annual duty days in paid status in their position and have completed ten (10) years of service in the Murrieta Valley USD.

Step 7 is a longevity step that will be awarded to the above employees who have completed Step 6 with a full year of creditable service as defined by 75% of annual duty days in paid status in their position and have completed fifteen (15) years of service in the same position in the Murrieta Valley USD.

Step 8 is a longevity step that will be awarded to the above employees who have completed Step 7 with a full year of creditable service as defined by 75% of annual duty days in paid status in their position and have completed twenty (20) years of service in the same position in the Murrieta Valley USD.

Step 9 is a longevity step that will be awarded to the above employees who have completed Step 8 with a full year of creditable service as defined by 75% of annual duty days in paid status in their position and have completed twenty-five (25) years of service in the same position in the Murrieta Valley USD.

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT JROTC SALARY SCHEDULE

- JROTC Instructor Certificated Salary Schedule shall be effective July 1, 2019.

- JROTC instructors will receive the Minimum instructor Pay (MIP) or appropriate step and column designation on the JROTC Salary Schedule, whichever is greater. It will be up to the individual employee to notify payroll to request movement from the MIP to the District Salary Schedule or vice versa. No retroactive pay will be approved.

- Beginning July 1, 2019, JROTC Instructors being paid on the District JROTC Salary Schedule will receive negotiated schedule salary increases. Those receiving Minimum Instructor Pay (MIP) will receive negotiated off schedule one-time payments only.

- The JROTC Instructor salary schedule is based upon 194 workdays, comprised of the184 Certificated Teacher workdays plus 10 extra days to be used for programmatic needs to be directed in collaboration with site administration and the Senior Officer throughout the fiscal year, which would include weekends.

- For 2019-2020 ONLY: initial step and column placement will be determined based on each individual JROTC Instructor's current salary or MIP in conjunction with longevity, credential, and official transcripts outlining current education levels from an accredited university as outlined in Article 6.3.1. Instructors with initial salaries being paid on the District Salary Schedule above their qualified step and column will remain stationary until longevity or appropriate education level is exceeded to warrant a step and column increase.

- English Learner (EL) authorization will be required for step and column advancement on the current JROTC salary schedule.

- Article 6.2.3 and 6.3.4 will not apply for JROTC instructors.

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT
JROTC SALARY SCHEDULE

Effective 7/1/2026 (4.25%) BOE Approved 11/17/2026

Row	AA/BA W/EMERGENCY CREDENTIAL	AA/BA W/DESIGNATED SERVICES CREDENTIAL	BA + 30	BA + 45 OR MA	BA + 60 OR MA + 15	BA + 75 OR MA + 30	BA + 75 W/MA OR MA + 45
1	68,061	70,788	73,500	77,404	78,954	81,670	0
2	71,463	74,328	77,177	81,273	82,901	85,755	0
3	75,037	78,044	81,035	85,336	87,046	90,043	0
4	78,789	81,947	85,087	89,604	91,398	94,544	0
5	0	86,045	89,342	94,085	95,968	99,272	0
6	0	90,346	93,809	98,788	100,765	104,235	0
7	0	94,863	98,499	103,728	105,804	109,448	0
8	0	0	103,423	108,915	111,094	114,920	0
9	0	0	108,595	114,359	116,649	120,665	0
10	0	0	0	120,078	122,481	126,699	0
11	0	0	0	0	128,606	133,033	0
12	0	0	0	0	135,036	139,686	0
13	0	0	0	0	141,787	146,669	0
14	0	0	0	0	148,877	154,003	0
15	0	0	0	0	0	0	157,853

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT EXTRA-DUTY STIPEND LANGUAGE

- All vacant extra-duty/stipend positions will be posted for five (5) 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. In cases of coaching movement from assistant to head coach within a single sport, placement will be at step guaranteeing an increased pay rate.

- 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 arein 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. All stipend funding provided to the sites by the District must be utilized for contract-listed stipends.

- 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.

MEA STIPEND SCHEDULE						
$64,572						
Effective 7-1-2026 (4.25%) BOE Approved 11/17/2026						
POSITION	**I**	**II**	**III**	**Cost per**	**Cost per**	**Cost per**
Based on current A/1 of Salary Schedule ($64,572)	**1 - 3 years**	**4 - 9 years**	**10+ years**	**Position I**	**Position II**	**Position III**
FOOTBALL						
Varsity Head	0.11	0.125	0.14	7,102.92	8,071.50	9,040.08
Varsity Assistant	0.07	0.085	0.1	4,520.04	5,488.62	6,457.20
JV/Frosh Head	0.1	0.115	0.13	6,457.20	7,425.78	8,394.36
JV Assistant	0.06	0.075	0.09	3,874.32	4,842.90	5,811.48
Frosh Head	0.1	0.115	0.13	6,457.20	7,425.78	8,394.36
Frosh Assistant	0.06	0.075	0.09	3,874.32	4,842.90	5,811.48
BASKETBALL, BOYS/GIRLS						
Varsity Head	0.105	0.12	0.135	6,780.06	7,748.64	8,717.22
Varsity Assistant	0.065	0.08	0.095	4,197.18	5,165.76	6,134.34
JV Head	0.06	0.075	0.09	3,874.32	4,842.90	5,811.48
Frosh Head	0.06	0.075	0.09	3,874.32	4,842.90	5,811.48
JV/Frosh Assistant	0.02	0.035	0.05	1,291.44	2,260.02	3,228.60
ALL OTHER CIF SPORTS						
Varsity Head	0.1	0.115	0.13	6,457.20	7,425.78	8,394.36
Varsity Assistant	0.06	0.075	0.09	3,874.32	4,842.90	5,811.48
JV Head	0.06	0.075	0.09	3,874.32	4,842.90	5,811.48
Frosh Head	0.06	0.075	0.09	3,874.32	4,842.90	5,811.48
JV/Frosh Assistant	0.02	0.035	0.05	1,291.44	2,260.02	3,228.60
STRENGTH & CONDITIONING						
Off-season coach (per semester)	0.03	0.0375	0.045	1,937.16	2,421.45	2,905.74
POSITION	**I**	**II**	**III**	**Cost per**	**Cost per**	**Cost per**
Based on current A/1 of Salary Schedule ($61,940)	**1 - 3 years**	**4 - 9 years**	**10+ years**	**Position I**	**Position II**	**Position III**
HIGH SCHOOL						
SUPPORT POSITIONS						
ACTIVITIES DIRECTOR	0.18	0.195	0.21	11,622.96	12,591.54	13,560.12
ATHLETIC TRAINER	0.16	0.175	0.19	10,331.52	11,300.10	12,268.68
SIDELINE CHEER COACH (per season of sport stipend- Fall, Winter, and Spring seasons)	0.03	0.0375	0.045	1,937.16	2,421.45	2,905.74
ASST. SIDELINE CHEER COACH (per season of sport stipend- Fall, Winter, and Spring seasons)	0.01	0.02	0.03	645.72	1,291.44	1,937.16
STUDENT LEADERSHIP GROUP ADVISOR	0.02	0.0275	0.035	1,291.44	1,775.73	2,260.02
ACADEMIC POSITIONS						
ACADEMIC COMPETITION (Mock Trial, Robotics, Science Olympiad, Speech/Debate, Virtual Enterprise, Academic Decathlon, etc.)						
TIER 1 (1-2 events)	0.02	0.0275	0.035	1,291.44	1,775.73	2,260.02
TIER 2 (3-4 events)	0.04	0.0475	0.055	2,582.88	3,067.17	3,551.46
TIER 3 (5+ events)	0.06	0.0675	0.075	3,874.32	4,358.61	4,842.90
INSTRUCTIONAL TECHNOLOGY LEADER	0.04	0.0475	0.055	2,582.88	3,067.17	3,551.46
CLASS ADVISOR, 9-10	0.04	0.0475	0.055	2,582.88	3,067.17	3,551.46
CLASS ADVISOR, 11-12	0.05	0.0575	0.065	3,228.60	3,712.89	4,197.18

ACADEMIC COMPETITION: (CONT'D)						
DEPARTMENT CHAIR	0.025	0.0325	0.04	1,614.30	2,098.59	2,582.88
PROFESSIONAL LEARNING TEAM (PLT) LEAD	0.025	0.0325	0.04	1,614.30	2,098.59	2,582.88
YEARBOOK	0.05	0.0575	0.065	3,228.60	3,712.89	4,197.18
ROTC	0.04	0.0475	0.055	2,582.88	3,067.17	3,551.46
PERFORMING ARTS						
MARCHING BAND DIRECTOR	0.11	0.125	0.14	7,102.92	8,071.50	9,040.08
ASST. MARCHING BAND (>75)	0.05	0.0575	0.065	3,228.60	3,712.89	4,197.18
DRAMA DIRECTOR	0.09	0.105	0.12	5,811.48	6,780.06	7,748.64
ASST. DRAMA (per play)	0.015	0.0225	0.03	968.58	1,452.87	1,937.16
CHOIR DIRECTOR	0.08	0.095	0.11	5,165.76	6,134.34	7,102.92
DANCE DIRECTOR	0.08	0.095	0.11	5,165.76	6,134.34	7,102.92
COLOR GUARD DIRECTOR	0.08	0.095	0.11	5,165.76	6,134.34	7,102.92
ASST. COLOR GUARD DIRECTOR (>30)	0.05	0.0575	0.065	3,228.60	3,712.89	4,197.18
MIDDLE SCHOOL						
ACTIVITIES/ASB DIRECTOR	0.1	0.115	0.13	6,457.20	7,425.78	8,394.36
INSTRUCTIONAL TECHNOLOGY LEADER	0.03	0.0375	0.045	1,937.16	2,421.45	2,905.74
ARTS DIRECTOR (Band, Choir, Drama, Dance)	0.04	0.0475	0.055	2,582.88	3,067.17	3,551.46
CLUB ADVISOR	0.02	0.0275	0.035	1,291.44	1,775.73	2,260.02
DEPT/GRADE LEADER	0.025	0.0325	0.04	1,614.30	2,098.59	2,582.88
PROFESSIONAL LEARNING TEAM (PLT) LEAD	0.025	0.0325	0.04	1,614.30	2,098.59	2,582.88
YEARBOOK	0.05	0.0575	0.065	3,228.60	3,712.89	4,197.18
INTRAMURAL SPORTS (per season-3)	0.02	0.0275	0.035	1,291.44	1,775.73	2,260.02
SPECIAL EVENTS DAY COACH (History, Geography, Math, Science, Spelling Bee, Language, Drill)	Hourly - not to exceed C5					
ELEMENTARY SCHOOL						
SST COORDNATOR	0.025	0.0325	0.04	1,614.30	2,098.59	2,582.88
GRADE LEVEL/DIVISION LEADER	0.025	0.0325	0.04	1,614.30	2,098.59	2,582.88
PROFESSIONAL LEARNING TEAM (PLT) LEAD	0.025	0.0325	0.04	1,614.30	2,098.59	2,582.88
ASB ADVISOR	0.02	0.0275	0.035	1,291.44	1,775.73	2,260.02
INSTRUCTIONAL TECHNOLOGY LEADER	**0.02**	**0.0275**	**0.035**	1,291.44	1,775.73	2,260.02
CLUB ADVISOR	0.02	0.0275	0.035	1,291.44	1,775.73	2,260.02
SPECIAL EVENTS COACH (Math Day, Yearbook, Science/Tech Night, Spelling Bee)	Hourly - not to exceed C5					
EDUCATIONAL SERVICES						
SPED - LEAD PSYCHOLOGIST	0.03	0.0375	0.045	1,937.16	2,421.45	2,905.74
SPED - LEAD SLP	0.03	0.0375	0.045	1,937.16	2,421.45	2,905.74
MENTOR - INTERN/STSP/PIP				1,100.00		
MENTOR - INDUCTION				2,200.00		
WEBMASTER				500.00	1,000.00	

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT

2025/26 STUDENT CALENDAR

180 Student Attendance Days (numbered 1-180)

H = Holiday - No School
SS = Saturday/Sunday

P = Preparation Day
PD = Professional Development Day
LS = High School Late Start
HM = High School Min Days/Finals

EE = Elementary Early Out
EC = Elementary Conferences/Min.Day
NE = Elementary NO Early Out
MC = Middle School Conferences
ME = Middle School Early Out

JULY 2025

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	SS	SS						SS	SS						SS	SS						SS	SS				

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
	SS	SS				PD	P	SS	SS	1	2	3	4	5	SS	SS	6	7	8	9	10	SS	SS	11	12	13	14	15	SS	SS
												EE							EE							EE				
												ME							ME							ME				
												LS							LS							LS				

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
H	16	17	18	19	SS	SS	20	21	22	23	24	SS	SS	25	26	27	28	29	SS	SS	30	31	32	33	34	SS	SS	35	36
		EE							EE							EE							EE						
		ME							ME							ME							ME						
		LS							LS							LS							LS						

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	38	39	SS	SS		40	41	42	43	SS	SS	44	45	46	47	48	SS	SS	49	50	51	52	53	SS	SS	54	55	56	57	58
EE							EE					EC	EC	EC	EC	EC					EE							EE		
ME							ME					MC	MC	ME							ME							ME		
LS							LS							LS							LS							LS		

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
SS	SS	PD	59	60	61	62	SS	SS		H	63	64	65	SS	SS	66	67	68	69	70	SS	SS				H	H	SS	SS
			EE								EE							EE											
			ME								ME							ME											
			LS								LS							LS											

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
71	72	73	74	75	SS	SS	76	77	78	79	80	SS	SS	81	82	83	84	85	SS	SS			H	H	H	SS	SS			H
		EE							EE							NE		EE												
		ME							ME							ME	ME	ME												
		LS							LS							HM	HM	HM												

Winter Break (12/22/25 -1/09/26)

JANUARY 2026

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		SS	SS						SS	SS	PD	86	87	88	89	SS	SS	H	90	91	92	93	SS	SS	94	95	96	97	98	SS
													NE							EE							EE		
													ME							ME							ME		
													LS							LS							LS		

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
SS	99	100	101	102	103	SS	SS	104	105	106	107	H	SS	SS	H	108	109	110	111	SS	SS	112	113	114	115	116	SS
			EE							NE							NE					HM	HM	EE			
			ME							ME							ME							ME			
			LS							LS							LS							LS			

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
SS	117	118	119	120	121	SS	SS	122	123	124	125	126	SS	SS	127	128	129	130	131	SS	SS	132	133	134	135	136	SS	SS		
			EE							EE							EE							EE						
			ME							ME							ME							ME						
			LS							LS							LS							LS						

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	SS	SS	137	138	139	140	141	SS	SS	142	143	144	145	146	SS	SS	147	148	149	150	151	SS	SS	152	153	154	155
Spring Break (03/30/26-04/03/26)							EE	HM	HM					EE							EE							EE	
							ME							ME							ME							ME	
							LS							LS							LS							LS	

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
156	SS	SS	157	158	159	160	161	SS	SS	162	163	164	165	166	SS	SS	167	168	169	170	171	SS	SS	H	172	173	174	175	SS	SS
					EE							EE							EE							EE				
					ME							ME							ME							ME				
					LS							LS							LS							LS				

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
176	177	178	179	180	SS	SS						SS	SS						SS	SS						SS	SS		
		NE		EE																									
		ME	ME	ME																									
		HM	HM	HM																									

Updated 4/16/25

Murrieta Valley Unified School District
Performance Evaluation for Certificated Teacher

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 ☐ Intern

INSTRUCTIONS: Click one of the ratings for each factor

KEY: **ME = Meets or Exceeds Expectations**
NI = Needs Improvement
U = Unsatisfactory
NA = Not applicable or did not observe

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 evidence and specific suggestions in the Recommendations and Areas of Needed Improvement section at the bottom of this evaluation.

Standard One: Learning Environment **Overall Rating: ☐ ME ☐ NI ☐ U**	**ME**	**NI**	**U**	**NA**
Room Environment: The physical layout of the classroom is designed to be effective for all students to the greatest extent practicable. *CSTP: 2C*	◯	◯	◯	◯
Classroom Procedures: Predictable classroom routines are developed and taught to facilitate learning. *CSTP: 2B, 2C*	◯	◯	◯	◯
Behavioral Expectations: Classroom expectations aligned with schoolwide expectations are shared, taught, and reinforced throughout the year. *CSTP: 2B, 2C*	◯	◯	◯	◯
Relationships: Active supervision is observed, alongside positive and respectful interactions among teachers and students. *CSTP: 2A, 2B, 2D*	◯	◯	◯	◯

Standard Two: Instructional Design **Overall Rating: ☐ ME ☐ NI ☐ U**	**ME**	**NI**	**U**	**NA**
Objective: Teacher communicates the standards-based objective of the lesson. *CSTP: 3A*	◯	◯	◯	◯
Knowledge Building: Lessons build on and support student background knowledge and address prerequisite skills. *CSTP: 3B, 4A*	◯	◯	◯	◯
Vocabulary: Academic language and vocabulary are introduced and developed to ensure access to content. *CSTP: 3B*	◯	◯	◯	◯
Literacy: Students use reading, writing, and/or oral language to strengthen understanding of the content. *CSTP: 3A*	◯	◯	◯	◯
Conceptual Understanding: Tasks promote student thinking, discourse, and demonstration of learning. *CSTP: 4A, 4B, 4C, 4D*	◯	◯	◯	◯
Differentiation: Instruction is modified and scaffolded for content, process, and product. *CSTP: 3C, 3E, 4B, 4C, 4D*	◯	◯	◯	◯
Instructional Tools: Students use tools such as organizers and/or manipulatives to structure information and to process content when appropriate. *CSTP: 4B, 4C*	◯	◯	◯	◯
Rigor: Lessons are complex and challenging for all students. *CSTP: 3C*	◯	◯	◯	◯

Standard Three: Learner Engagement **Overall Rating: ☐ ME ☐ NI ☐ U**	**ME**	**NI**	**U**	**NA**
Meaningful Tasks: Relevant tasks facilitate student dialogue and demonstration of learning. *CSTP: 1D*	◯	◯	◯	◯
Interaction: Students engage in structured collaboration around the content. *CSTP: 1A, 1B, 1D, 3B, 4D*	◯	◯	◯	◯
Pacing: Students receive and process information in short segments with a variety of activities as appropriate. *CSTP: 1A, 3A, 4B, 4C, 4D*	◯	◯	◯	◯
Participation: Teacher develops a culture of perseverance in the classroom. *CSTP: 1A, 1B*	◯	◯	◯	◯

Standard Four: Checking for Understanding **Overall Rating: ☐ ME ☐ NI ☐ U**	**ME**	**NI**	**U**	**NA**
Questioning: Questions require students to explain, elaborate, or clarify their thinking. *CSTP: 5A*	◯	◯	◯	◯
Strategies: A variety of strategies are used to check for understanding from all students during instruction. *CSTP: 5A*	◯	◯	◯	◯
Feedback: Timely feedback clarifies misconceptions, identifies strengths, and promotes student reflection. *CSTP: 5B*	◯	◯	◯	◯
Monitor & Adjust: Teacher monitors student learning and adjusts instruction accordingly. *CSTP: 5B*	◯	◯	◯	◯

Standard Five: Developing as a Professional Educator **Overall Rating: ☐ ME ☐ NI ☐ U**	**ME**	**NI**	**U**	**NA**
Reflection Practice: Teacher regularly reflects on teaching, seeks feedback, and applies new learning to improve effectiveness. *CSTP: 6A*	◯	◯	◯	◯
Continuous Learning: Teacher engages in ongoing professional development to strengthen instructional and equitable practices. *CSTP: 6B*	◯	◯	◯	◯
Collaboration: Teacher works positively with colleagues, families, and the community to support student growth and well-being. *CSTP: 6C, 6D*	◯	◯	◯	◯
Professionalism: Teacher demonstrates honesty, reliability, and fairness in all professional responsibilities. *CSTP: 6E, 6G*	◯	◯	◯	◯

Commendations:

(Additional pages may be attached.)

Recommendations and Areas of Needed Improvement: (**Ratings of "U" or "NI" must be accompanied by specific evidence and suggestions for improvement**)

(Additional pages may be attached.)

Comments from Evaluated Employee:

(Additional pages may be attached.)

- 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 four (1-4) shall be referred to the Teacher Support Network.

☐ **Refer to Teacher Support Network (TSN)**

SUMMARY OF EVALUATION BY STANDARD:

Standard One: Learning Environment:
☐ ME ☐ NI ☐ U

Standard Two: Instructional Design
☐ ME ☐ NI ☐ U

Standard Three: Learner Engagement
☐ ME ☐ NI ☐ U

Standard Four: Checking for Understanding
☐ ME ☐ NI ☐ U

Standard Five: Developing as a Professional Educator
☐ ME ☐ NI ☐ U

Evaluated by: _____ Title: _____ Date: _____
(Signature)

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.

Signature of the Evaluatee: _____ Date: _____

Murrieta Valley Unified School District
Performance Evaluation for School Psychologists

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 ☐ Intern

INSTRUCTIONS: Click 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 in the Recommendations and Areas of Needed Improvement section at the bottom of this evaluation.

Standard One: School Based Goals **Overall Rating: ☐ ME ☐ NI ☐ U**	**ME**	**NI**	**U**
1. Participates in the development and support of school and District programs.	◯	◯	◯
2. Maintains professional competence through in-service education activities provided by the District, county, or other professional organizations.	◯	◯	◯
3. Establish and maintain effective work relationships with teachers, administrators, staff, parents, and others contacted in the performance of required duties.	◯	◯	◯
4. Recommends appropriate interventions and modifications to facilitate student success and participates in referral process at the school site.	◯	◯	◯
5. Responds in a flexible and professional manner in crisis or adversarial situations	◯	◯	◯
6. Effectively executes duties and responsibilities outlined in job description.	◯	◯	◯
7. Assists and provides in-services and consultation to parents and staff about Special Education and related topics.	◯	◯	◯
8. Actively supports the vision and mission of the school district including the learning of all students.	◯	◯	◯
9. Promote practices that help children and families of all backgrounds feel welcome and appreciated in the school.	◯	◯	◯
10. Create linkages between schools, families, and community services available to support students and families.	◯	◯	◯

Standard Two: Assessment/IEP Duties Overall Rating: ☐ ME ☐ NI ☐ U	ME	NI	U
1. Manages cases of students referred, obtaining consent, following timelines, observing legal requirements, completed paperwork, and maintain student files.	◯	◯	◯
2. Completes comprehensive and legally compliant evaluations using current and appropriate assessment tools.	◯	◯	◯
3. Develops comprehensive reports documenting student's handicapping condition, need for special education, and recommendations.	◯	◯	◯
4. Functions as a collaborative member of the IEP team while facilitating meaningful participation from the parent/guardian.	◯	◯	◯
5. Guides the school site's staff on special education related legal issues.	◯	◯	◯
6. Effectively participates in the planning, development, and implementation of legally defensible individual educational and learning plans when applicable.	◯	◯	◯
7. Collaborate with members of the IEP team to ensure that the IEP addresses all areas of student disability related need and is both legally defensible and meaningful.	◯	◯	◯
8. Communicate in a fashion that is easily understood by all members of the IEP team and in a way that fosters collaboration and professionalism.	◯	◯	◯

Standard Three: IEP Implementation Support Overall Rating: ☐ ME ☐ NI ☐ U	ME	NI	U
1. Consult with all relevant stakeholders on the appropriate implementation of the IEP.	◯	◯	◯
2. Maintain confidentiality and support other staff in maintaining confidentiality in relation to FERPA.	◯	◯	◯
3. Support teachers and support staff with the implementation of the IEP.	◯	◯	◯
4. Support IEP teams with data collection pertaining to behavior.	◯	◯	◯
5. Support IEP case managers and other team members with the implementation of special education programs (e.g, visual supports, accommodations, reward systems, etc.).	◯	◯	◯
6. Assists district special education staff in the coordination and implementation of change of placements.	◯	◯	◯

Standard Four: Provide Behavior Management Support Overall Rating: ☐ ME ☐ NI ☐ U	ME	NI	U
1. Conduct comprehensive evaluation of student's behavioral functioning and provide recommendations including behavior intervention plans.	○	○	○
2. Provide training and consultation on the implementation of behavior intervention plans.	○	○	○
3. Collaborates in behavior management programs for individual students.	○	○	○
4. Collaborates regarding higher level support for students which may include ERMHS and behavior support staff.	○	○	○
5. Supports students with social skills and mental health needs.	○	○	○

Commendations:

(Additional pages may be attached.)

Recommendations and Areas of Needed Improvement: (Ratings of "U" or "NI" must be accompanied by specific suggestions)

(Additional pages may be attached.)

Comments from Evaluated Employee:

(Additional pages may be attached.)

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- 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 Teacher Support Network.

☐ **Refer to Teacher Support Network (TSN)**

SUMMARY OF EVALUATION BY STANDARD:

Standard One: School Based Goals:
☐ ME ☐ NI ☐ U

Standard Two: Assessment/IEP Duties:
☐ ME ☐ NI ☐ U

Standard Three: IEP Implementation Support:
☐ ME ☐ NI ☐ U

Standard Four: Provide Behavior Management Support:
☐ ME ☐ NI ☐ U

Evaluated by: _____ Title: _____ Date: _____
(Signature)

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.

Signature of the Evaluatee: _____ Date: _____

Murrieta Valley Unified School District Performance Evaluation for Speech Language Pathologist

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 ☐ Intern

INSTRUCTIONS: Click 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 in the Recommendations and Areas of Needed Improvement section at the bottom of this evaluation.

Standard One: School and District Based Goals **Overall Rating: ☐ ME ☐ NI ☐ U**	**ME**	**NI**	**U**
1. Participates in school and district meetings, including: PLTs, school site staff meetings, speech team and special education department meetings.	◯	◯	◯
2. Maintains professional competence through in-service education activities provided by the District, county, or other professional organizations.	◯	◯	◯
3. Maintains professional, cordial, collaborative and solution-based written and oral communication with parents and staff.	◯	◯	◯
4. Responds in a flexible and professional manner in crisis or adversarial situations.	◯	◯	◯
5. Participates in referral processes at the school site.	◯	◯	◯
6. Prioritizes duties and responsibilities in an effective manner.	◯	◯	◯

Standard Two: Assessment/IEP Duties **Overall Rating: ☐ ME ☐ NI ☐ U**	**ME**	**NI**	**U**
1. Manages cases of referred students, obtaining parent signatures, maintaining timelines, following mandated procedures, and completing paperwork for student files.	◯	◯	◯
2. Conducts assessments and IEPs in compliance with district guidelines and timelines.	◯	◯	◯
3. Provides narrative written reports and records to document the student's areas of deficit, the need for special education, and to recommend an appropriate course of remediation.	◯	◯	◯
4. Functions as a working member of the IEP Team.	◯	◯	◯
5. Follows district guidelines pertaining to eligibility and exits of students into and from special education.	◯	◯	◯
6. Develops and issues written assessment reports, IEP progress reports, IEP at a Glance and other required documents to appropriate recipients.	◯	◯	◯

Standard Three: Provide Follow-Up Services for Special Education Students Overall Rating: ☐ ME ☐ NI ☐ U	ME	NI	U
1. Consults with administrators, parents and teachers to implement the goals and objectives of the IEP.	◯	◯	◯
2. Protects confidentiality in accordance with ethical guidelines.	◯	◯	◯
3. Performs IEP case management duties in compliance with district guidelines.	◯	◯	◯
4. Supports students' IEPs by communicating and consulting with general education teachers, instructional aides, SLPAs, and other staff.	◯	◯	◯
5. Provides referrals to other disciplines/agencies as needed.	◯	◯	◯

Standard Four: Provide Direct Services Overall Rating: ☐ ME ☐ NI ☐ U	ME	NI	U
1. Provides individual, small group, and in-class speech and language therapy for students as designated on IEP.	◯	◯	◯
2. Designs specific, measurable, attainable, realistic, timely, and functional goals.	◯	◯	◯
3. Selects relevant treatment tools and recognizes need to adapt intervention procedures, strategies and/or materials.	◯	◯	◯
4. Independently and accurately collects and maintains data, tracks student attendance in speech therapy, and enters data into the district billing system.	◯	◯	◯
5. Implements students' IEPs, including behavioral plans, and components of care plans that apply to speech services.	◯	◯	◯
6. Provides information and training to staff and parents as needed to support students' progress toward IEP goals.	◯	◯	◯

Commendations:

(Additional pages may be attached.)

Recommendations and Areas of Needed Improvement: (Ratings of "U" or "NI" must be accompanied by specific suggestions)

(Additional pages may be attached.)

Comments from Evaluated Employee:

(Additional pages may be attached.)

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☐ **Refer to Teacher Support Network (TSN)**

SUMMARY OF EVALUATION BY STANDARD:

Standard One: School and District Based Goals:
☐ ME ☐ NI ☐ U

Standard Two: Assessment/IEP Duties:
☐ ME ☐ NI ☐ U

Standard Three: Provide Follow-Up Services for Special Education Students:
☐ ME ☐ NI ☐ U

Standard Four: Provide Direct Services:
☐ ME ☐ NI ☐ U

Evaluated by: _____ Title: _____ Date: _____
(Signature)

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.

Signature of the Evaluatee: _____ Date: _____

Murrieta Valley Unified School District

Performance Evaluation for School Nurse

Name of Employee: _____ Date of Evaluation: _____

Assignment: _____ School(s): _____

Evaluation Period: From _____ To _____ School Year: _____

Name and Title of Evaluator: _____

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

INSTRUCTIONS: Click 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 in the Recommendations and Areas of Needed Improvement section at the bottom of this evaluation.

Domain I: Standards of Practice for School Nursing **Overall Rating: ☐ ME ☐ NI ☐ U**	**ME**	**NI**	**U**
Standard 1: Assessment - The school nurse collects pertinent data and information relative to the student, family, group, school community, or population.	◯	◯	◯
Standard 2: Diagnosis - The school nurse analyzes assessment data of the student, family, group, school community, or population to describe actual or potential diagnoses.	◯	◯	◯
Standard 3: Outcomes Identification - The school nurse articulates measurable expected outcomes for a plan individualized to the student, family, group, school community, or population.	◯	◯	◯
Standard 4: Planning - The school nurse develops a collaborative course of action that prescribes strategies to attain expected, measurable outcomes that address the student, family, group, school community, or population.	◯	◯	◯
Standard 5: Implementation – The school nurse executes an agreed upon plan/intervention for the student, family, group, school community, or population	◯	◯	◯
Standard 5A: Coordination of Care – The school nurse aligns care for student, family, group, school community, or population.	◯	◯	◯
Standard 5B: Health Teaching and Health Promotion – The school nurse employs strategies to improve the health and safety of students, family, group, school community, or population	◯	◯	◯
Standard 6: Evaluation – The school nurse systematically appraises progress toward attainment of student and school population goals and outcomes.	◯	◯	◯

Domain II: Standards of Professional Performance for School Nursing **Overall Rating: ☐ ME ☐ NI ☐ U**	**ME**	**NI**	**U**
Standard 7: Ethics – The school nurse integrates ethics in all aspects of practice.	◯	◯	◯
Standard 8: Advocacy – The school nurse demonstrates advocacy in all roles and settings.	◯	◯	◯

Standard 9: Respectful and Equitable Practice - The school nurse practices with cultural humility and inclusiveness.	◯	◯	◯
Standard 10: Communication - The school nurse effectively conveys information in all areas of practice.	◯	◯	◯
Standard 11: Collaboration - The school nurse collaborates with students, families, and key stakeholders.	◯	◯	◯
Standard 12: Leadership – The school nurse leads within their professional practice setting and the profession.	◯	◯	◯
Standard 13: Education - The school nurse seeks knowledge and competence that reflects current nursing practice and promotes innovative, anticipatory thinking.	◯	◯	◯
Standard 14: Scholarly Inquiry - The school nurse integrates scholarship, evidence, and research findings into practice.	◯	◯	◯
Standard 15: Quality of Practice - The school nurse contributes to quality nursing practices.	◯	◯	◯
Standard 16: Professional Practice Evaluation - The school nurse appraises one's own and other's school nursing practice.	◯	◯	◯
Standard 17: Resource Stewardship - The school nurse utilizes appropriate resources to plan, provide, and sustain evidence-based nursing services that are safe, effective, financially responsible, and used judiciously.	◯	◯	◯
Standard 18: Environment Health - The school nurse practices in a manner that advances environmental safety, justice and health.	◯	◯	◯

Commendations:

(Additional pages may be attached.)

Recommendations and Areas of Needed Improvement: (Ratings of "U" or "NI" must be accompanied by specific suggestions)

(Additional pages may be attached.)

Comments from Evaluated Employee:

(Additional pages may be attached.)

- Employees who receive fifty percent (50%) or more Unsatisfactory ratings within a Domain shall be rated as overall Unsatisfactory in that Domain.
- Employees who receive two (2) Unsatisfactory or six (6) Needs to Improve ratings shall be rated as an overall Needs to Improve in that Domain.
- Permanent employees who receive one (1) or more overall ratings of Unsatisfactory within Domain I or II one shall be referred to the Teacher Support Network.

  ☐ **Refer to the Teacher Support Network**

SUMMARY OF EVALUATION BY DOMAIN:

Domain I: Standards of Practice for School Nursing

☐ ME ☐ NI ☐ U

Domain II: Standards of Professional Performance for School Nursing

☐ ME ☐ NI ☐ U

Evaluated by: _____ Title: _____ Date: _____

(Signature)

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.

Signature of the Evaluatee: _____ Date: _____

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT

CERTIFICATED GRIEVANCE FORM

LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
Date Received: _____	Date Received: _____	Date Received: _____	Date Received: _____
Date Returned: _____	Date Returned: _____	Date Returned: _____	Date Returned: _____

Date grievance occurred: _____ **Date of informal discussion with supervisor:** _____

STATEMENT OF GRIEVANCE

Provide a clear and concise statement that identifies: the grievance; the contract provision(s) allegedly violated; the circumstances involved; the decision rendered at the informal conference; and the specific remedy sought. Attach additional pages if needed.

_____
_____
_____
_____
_____
_____
_____

Signature of Complainant *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 MEDIATOR

_____
_____
_____
_____
_____
_____
_____

Signature of Mediator *Date of Signature*

LEVEL 4: ARBITRATION

Arbitrator Name: _____ **Date of Hearing:** _____

Location: _____ **Case/Reference No.:** _____

_____
_____
_____
_____
_____
_____
_____
_____

Signature of Arbitrator *Date of Signature*

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 15th. Transcripts must be received in Human Resources for posting by November 1st.**

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 2021-2024

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.

FULL-TIME
A bargaining unit employee who works 75% of the contracted work year. For example, 138 days for a 184 day work year. This section applies to section 6.3.4.

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.

MULTIPLE PERFORMANCE MEASURES
Multiple performance measures include a combination of state, district and teacher-generated assessments.

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

PRIOR TEACHING EXPERIENCE
A year of prior teaching experience for credit must equal seventy-five percent of the minimum 184-day teaching year required by California law. Only full-time teaching in grades TK-12 or Special Education programs is accepted.

STAFF DEVELOPMENT
A course/workshop offered by the District.

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT 2021-2024

DEFINITION OF TERMS

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 institutional seal and received by direct mail or electronically in the District Human Resources Office from an accredited institution.

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.**