

**MURRIETA VALLEY UNIFIED SCHOOL DISTRICT
(DISTRICT) and
MURRIETA EDUCATORS ASSOCIATION
(ASSOCIATION)**

**MEMORANDUM OF UNDERSTANDING 22/23-03
(Co-teaching Pilot Program 2022/23)**

The Murrieta Valley Unified School District (“District”) and the Murrieta Educators Association (“Association”), jointly known as the Parties (“Parties”) enter into this Memorandum of Understanding (“MOU”) regarding Co-teaching and Inclusion.

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

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

1. Rationale:
 - a. Co-teaching addresses equity and inclusion focus areas that significantly impact students with disabilities (SWDs);
 - b. Co-teaching addresses two target areas monitored by the California Department of Education, including achievement and placement of SWDs in the Least Restrictive Environment (LRE), i.e., the general education classroom;
 - c. Co-teaching, part of the teaching credentialing coursework, offers general and special education students two types of expert teachers in the same classroom, “content expert (general education teacher) and “access expert” (special education teacher);
 - d. In addition to offering academic and “access” benefits to students with disabilities, co-teaching has the potential of increasing supports for general and special education teachers:
 - i. The general education teacher will benefit from the “access” expert special education teacher ensuring that the accommodations/modifications/behavioral plans are implemented.
 - ii. The resource specialist teachers may benefit from SWDs being offered standards-based instruction from the “content expert.”
2. The parties affirm that for the purpose of this MOU, *Co-teaching is defined as:*
“A Collaborative approach to instruction in which two teachers, a general education and a special education teacher, work together to plan and then implement instruction for a general education class that includes up to 50% of students with special needs.”
**Note: For 23/24 planning purposes, the following Co-teaching definition will be utilized:*
“A Collaborative approach to instruction in which two teachers, a general education and a special education teacher, work together to plan and then implement instruction for a general education class. The Co-teaching class will include no more than 35% special education students, unless the co-teachers agree to additional special education students, based upon the needs of the classroom. The classroom will not exceed 50% special education students.”
3. The parties affirm that the co-teachers in one classroom will be referred to as “co-teaching pairs.”

The parties agree to the following:


1. The 2022/23 school year will serve as a pilot year for Co-teaching implementation of the Co-Teaching Courses.
 - a. **Note: For 23/24 planning purposes, Co-teaching classes shall be staffed with volunteer teachers.*
2. During the 2022/23 pilot year, the teachers of the pilot program will receive:
 - a. Compensation for participating during the 2022-23 school year in a minimum of five hours (2.5 hours per semester) or a maximum of ten hours (five hours per semester) of Co-Teaching Collaborative Planning that will take place outside the school day. Teachers will be compensated per Article 6.4.1a. Each teacher will update the Co-teaching Collaborative Planning template to document time spent in collaborative planning with co-teaching partner.


- b. Compensation for attending up to six hours of Co-teaching training. This training is offered and required of all middle school participants before and/or during the 2022-23 school year. Teachers will be compensated per Article 6.4.1a.
 - c. Up to four substitute release days (two per semester) during the 2022-23 school year will be available for each Co-teaching Teacher to collaborate to deliver co-taught lessons. Each teacher will update the Co-teaching Collaborative Planning template to document co-teaching collaboration.
3. Co-teachers will not be pulled to act as substitutes for other classes or to attend meetings during their co-taught class period.
 4. When one co-teacher has reported an absence, their position will be filled by a certificated substitute to the extent possible. Every effort will be made to ensure there are always two teachers available during a co-taught class period.
 5. Schedules, staffing, and planning for 23/24 will be developed during the 22/23 school year. The parties will reconvene on or before February 15th, 2023, to begin the 23/24 planning process. As part of the 23/24 planning, the parties will meet to discuss results of the pilot and develop the next steps of implementation of Co-teaching.

DURATION OF AGREEMENT: This MOU addresses the negotiable effects of Co-teaching. The provisions of this agreement shall not be modified and/or changed unless both parties mutually agree. All provisions of this MOU are subject to the negotiated grievance procedure in the CBA. This MOU is not precedent setting.


Dated this 5th day of December, 2022.


FOR MEA:

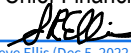

[Kimberly Binning-Chevlin \(Dec 5, 2022 10:13 PST\)](#)
Kim Binning-Chevlin
President, Murrieta Educators Association


[Lisa Murray \(Dec 5, 2022 09:39 PST\)](#)
Lisa Murray
MEA Bargaining Chair

**FOR MURRIETA VALLEY UNIFIED
SCHOOL DISTRICT:**


[Leigh Lockwood \(Dec 5, 2022 10:05 PST\)](#)
Leigh Lockwood
Assistant Superintendent, HR


[James Whittington \(Dec 5, 2022 10:57 PST\)](#)
James Whittington
Chief Financial Officer


[Steve Ellis \(Dec 5, 2022 12:17 PST\)](#)
Steve Ellis
Director Human Resources












2022.23 co teaching MOU Final

Final Audit Report


2022-12-05

Created:	2022-12-05
By:	Kia Park (kpark@murrieta.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAe7IfGTR4I1bqlnuJhuWmmLgv0VCqZRZ3


"2022.23 co teaching MOU Final" History

-  Document created by Kia Park (kpark@murrieta.k12.ca.us)
2022-12-05 - 5:35:39 PM GMT- IP address: 204.100.181.6
-  Document emailed to Kimberly Binning-Chevlin (kbinning-chevlin@murrieta.k12.ca.us) for signature
2022-12-05 - 5:37:28 PM GMT
-  Document emailed to lmurray@murrieta.k12.ca.us for signature
2022-12-05 - 5:37:28 PM GMT
-  Document emailed to llockwood@murrieta.k12.ca.us for signature
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-  Document emailed to jwhittington@murrieta.k12.ca.us for signature
2022-12-05 - 5:37:28 PM GMT
-  Document emailed to Steve Ellis (sellis@murrieta.k12.ca.us) for signature
2022-12-05 - 5:37:28 PM GMT
-  Email viewed by lmurray@murrieta.k12.ca.us
2022-12-05 - 5:38:02 PM GMT- IP address: 204.100.181.185
-  Signer lmurray@murrieta.k12.ca.us entered name at signing as Lisa Murray
2022-12-05 - 5:39:00 PM GMT- IP address: 204.100.181.185
-  Lisa Murray (lmurray@murrieta.k12.ca.us) has agreed to the terms of use and to do business electronically with Murrieta Valley Unified School District
2022-12-05 - 5:39:02 PM GMT- IP address: 204.100.181.185
-  Document e-signed by Lisa Murray (lmurray@murrieta.k12.ca.us)
Signature Date: 2022-12-05 - 5:39:02 PM GMT - Time Source: server- IP address: 204.100.181.185
-  Email viewed by llockwood@murrieta.k12.ca.us
2022-12-05 - 6:04:53 PM GMT- IP address: 204.100.182.8



 Signer llockwood@murrieta.k12.ca.us entered name at signing as Leigh Lockwood

2022-12-05 - 6:05:48 PM GMT- IP address: 204.100.182.8

 Leigh Lockwood (llockwood@murrieta.k12.ca.us) has agreed to the terms of use and to do business electronically with Murrieta Valley Unified School District


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 Email viewed by Kimberly Binning-Chevlin (kbinning-chevlin@murrieta.k12.ca.us)

2022-12-05 - 6:13:31 PM GMT- IP address: 47.144.208.37

 Kimberly Binning-Chevlin (kbinning-chevlin@murrieta.k12.ca.us) has agreed to the terms of use and to do business electronically with Murrieta Valley Unified School District


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 Email viewed by jwhittington@murrieta.k12.ca.us

2022-12-05 - 6:55:55 PM GMT- IP address: 204.100.182.9

 Signer jwhittington@murrieta.k12.ca.us entered name at signing as James Whittington

2022-12-05 - 6:57:04 PM GMT- IP address: 204.100.182.9

 James Whittington (jwhittington@murrieta.k12.ca.us) has agreed to the terms of use and to do business electronically with Murrieta Valley Unified School District


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 Document e-signed by James Whittington (jwhittington@murrieta.k12.ca.us)

Signature Date: 2022-12-05 - 6:57:06 PM GMT - Time Source: server- IP address: 204.100.182.9- Signature captured from device with phone number XXXXXXXX9777

 Email viewed by Steve Ellis (sellis@murrieta.k12.ca.us)

2022-12-05 - 8:17:31 PM GMT- IP address: 204.100.181.7

 Steve Ellis (sellis@murrieta.k12.ca.us) has agreed to the terms of use and to do business electronically with Murrieta Valley Unified School District

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 Document e-signed by Steve Ellis (sellis@murrieta.k12.ca.us)

Signature Date: 2022-12-05 - 8:17:41 PM GMT - Time Source: server- IP address: 204.100.181.7

 Agreement completed.

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