

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

**MEMORANDUM OF UNDERSTANDING 23/24-06
(Grades 6-12 Co-teaching Program 2023/24)**

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:*
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. If both teachers agree to having more than 35% of special education students in the classroom, but not exceeding 50%, the teachers will sign the attached form "Co-teaching Class Composition Agreement" form.*
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. For 2023/24 planning purposes, Co-teaching classes shall be staffed with volunteer teachers, to the fullest extent possible. Teachers who volunteer to become co-teachers for the 2023-24 school year will sign the attached "Co-teaching Volunteer for 2023-24 School Year" form.
 2. At each middle site, there will be a minimum of:
 - a. One Co-teaching pair for ELA at grades 6 and 7
 - b. One Co-teaching pair for Math at grades 6 and 7
 3. The "Co-teaching Required Course Offerings by Level and Year" lists the required minimum co-teaching courses that each school will need to offer to its students. If secondary co-teachers express interest in co-teaching a course that is not on the required courses list, they can submit a "Non-required Co-teaching Course Proposal" to their school site principal. Upon the receipt of a "Non-required Co-teaching Course Proposal," the principal will forward it to Executive Director of Secondary Education and Executive Director of Special education for consideration. After the proposal is considered, the teachers will be notified whether their proposal was approved.

4. During the 2023/24 year, the Co teachers will receive:
 - a. Compensation for participating during the 2023/24 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 6.4.6 (23/24 Tentative Agreement). Each teacher will update the Co-teaching Collaborative Planning template to document time spent in collaborative planning with co-teaching partner. The Co Teaching Collaborative Planning template will be attached to this MOU.
 - 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 2023/24 school year. Teachers will be compensated per Article 6.4.1a.
 - c. Up to four substitute release days* (two per semester) during the 2023/24 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. Two of the four days may be utilized in the summer or winter break, paid at the non-emergency, credentialed substitute rate.

*In lieu of taking substitute release days, if both co-teachers agree to collaborate in shorter time increments, each teacher may be compensated for up to 12 collaboration hours paid hourly rate up to C5, during the 2023/24 school year.
5. Co-teachers will not be pulled to act as substitutes for other classes or to attend meetings during their co-taught class period.
6. 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.
7. Schedules, staffing, and planning for 23/24 will be developed during the 23/24 school year. The parties will reconvene on or before February 15, 2024, to begin the 24/25 planning process. As part of the 24/25 planning, the parties will meet to discuss results of the pilot and develop the next steps of implementation of Co-teaching.
8. The District and MEA agree to meet as needed to address any concerns that arise during the 23/24 school year.


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 and will sunset on June 30, 2024.

Dated this 10th day of May, 2023.

FOR MEA:



[Kimberly Binning-Chevlin \(May 18, 2023 08:38 PDT\)](#)

Kim Binning-Chevlin, President, MEA



[Lisa Murray \(May 24, 2023 11:43 PDT\)](#)

Lisa Murray, MEA

FOR MURRIETA VALLEY UNIFIED
SCHOOL DISTRICT:


[Leigh Lockwood \(May 10, 2023 16:59 PDT\)](#)

Leigh Lockwood, Assist. Superintendent, HR


[James Whittington \(May 11, 2023 09:05 PDT\)](#)

James Whittington, Chief Financial Officer



Zhanna Preston, Executive Director

Co-teaching Class Composition Agreement for 2023-24 School Year

Subject: _____ Period _____

General Education Co-teacher _____

Special Education Co-teacher _____

I, _____ (general education teacher's name) agree to having more than 35% of special education students (not to exceed 50%) in the co-taught classroom.

Signature _____ Date _____

I, _____ (special education teacher's name) agree to having more than 35% of special education students (not to exceed 50%) in the co-taught classroom.

Signature _____ Date _____

Co-teaching Collaborative Planning Template

Completed by: SE Teacher: _____; GE Teacher: _____

School _____

Date (Example: 10.06.2023)	Time (example: 5-6 p.m.)	Topics Discussed (check the topics that were discussed)
		<input type="checkbox"/> Lesson Plans <input type="checkbox"/> Pacing <input type="checkbox"/> Teacher Roles/Duties <input type="checkbox"/> Accommodations/Modifications/IEP Goals <input type="checkbox"/> Academic Performance <input type="checkbox"/> Behaviors/Engagement <input type="checkbox"/> Re-teaching <input type="checkbox"/> Student Work Completion <input type="checkbox"/> Assessments <input type="checkbox"/> Grading <input type="checkbox"/> Other: _____
		<input type="checkbox"/> Lesson Plans <input type="checkbox"/> Pacing <input type="checkbox"/> Teacher Roles/Duties <input type="checkbox"/> Accommodations/Modifications/IEP Goals <input type="checkbox"/> Academic Performance <input type="checkbox"/> Behaviors/Engagement <input type="checkbox"/> Re-teaching <input type="checkbox"/> Student Work Completion <input type="checkbox"/> Assessments <input type="checkbox"/> Grading <input type="checkbox"/> Other: _____
		<input type="checkbox"/> Lesson Plans <input type="checkbox"/> Pacing <input type="checkbox"/> Teacher Roles/Duties <input type="checkbox"/> Accommodations/Modifications/IEP Goals <input type="checkbox"/> Academic Performance <input type="checkbox"/> Behaviors/Engagement <input type="checkbox"/> Re-teaching <input type="checkbox"/> Student Work Completion <input type="checkbox"/> Assessments <input type="checkbox"/> Grading <input type="checkbox"/> Other: _____

PLEASE SUBMIT WITH TIMECARD

Co-teaching Volunteer for 2023-24 School Year

I, _____ (teacher's name) volunteer
to be a co-teacher for subject _____ for the 2023-24 school
year.

Signature _____ Date _____

Co-teaching Class Composition Agreement for 2023-24 School Year

I, _____ (teacher's name) agree to having more than 35% of special education students in the co-taught classroom. The number of special education students will not exceed 50% of students in the classroom.

Signature _____ Date _____