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

**MURRIETA EDUCATORS ASSOCIATION (ASSOCIATION)**

**MEMORANDUM OF UNDERSTANDING** 23/24

(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:
   1. Co-teaching addresses equity and inclusion focus areas that significantly impact students with disabilities (SWDs);
   2. 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;
   3. 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);
   4. 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:
      1. The general education teacher will benefit from the “access” expert special education teacher ensuring that the accommodations/modifications/behavioral plans are implemented.
      2. 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 educations students, based upon the needs of the classroom. The classroom will not exceed 50% special education students.*

1. The parties affirm that the co-teachers in one classroom will be referred to as “co-teaching pairs.” The parties agree to the following:
2. For 2023/24 planning purposes, Co-teaching classes shall be staffed with volunteer teachers. If there are no volunteers, the following process will be utilized to identify co teaching pairs: (need to determine this)
3. At each middle site, there will be a minimum of:
   1. One Co-teaching pair for ELA at grades 6 and 7
   2. One Co-teaching pair for Math at grades 6 and 7
4. 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.
5. During the 2023/24 year, the Co teachers will receive:
   1. 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 6.4.1a. 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 is attached to this MOU.
   2. 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.
   3. 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.
6. Co-teachers will not be pulled to act as substitutes for other classes or to attend meetings during their co-taught class period.
7. 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.
8. 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.

**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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 2023

**FOR MEA: FOR MURRIETA VALLEY UNIFIED**

**SCHOOL DISTRICT**