

SIDE LETTER OF AGREEMENT BETWEEN THE MENIFEE TEACHERS ASSOCIATION AND THE MENIFEE UNION SCHOOL DISTRICT REGARDING SPECIAL EDUCATION COMMITTEE

July 1, 2025 through June 30, 2026

This Side Letter of Agreement ("Agreement") is entered into by and between the Menifee Union School District ("District") and the Menifee Teachers Association ("Association"), collectively referred to as the "Parties," for the purpose of implementing Subsection 25.10: Special Education Committee, as amended on December 5, 2023, for the 2025-2026 school year.

The Parties agree that all provisions outlined in Article 25: Special Education shall continue to remain in effect unless specifically modified by this Agreement.

The purpose of this Agreement is to implement the mutually agreed upon language in Subsection 25.10, The Joint Special Education Committee. The primary objective is to ensure proper implementation of the amended process and to gather feedback from both Parties regarding its effectiveness in meeting the needs of all stakeholders.

25.10 Joint Special Education Committee

25.10.1 The District and MTA representatives agree to create a Joint Special Education Committee to meet and discuss, and attempt to resolve special education issues and concerns in a collaborative problem-solving manner.

25.10.1.1 The Joint Special Education Committee shall be composed of no more than ten (10) voluntary members. The five (5) certificated team members appointed by MTA (one of whom shall serve as a co-chairperson) shall consist of a cross-section of Mild/Mod SDC/SAI, Mod/Severe SDC/SAI, SLP, RSP/SAI, Psychologist, Adapted PE or other Special Education Service Provider with subject matter expertise. The District Team members shall consist of the Director of Special Education (who shall serve as a co-chairperson) and four District and/or school site Administrators.

25.10.1.2 The meetings of the Joint Special Education Committee shall be conducted jointly by the co-chairpersons.

25.10.1.3 The Joint Special Education Committee co-chairpersons shall set a mutually agreed-upon agenda. Requested revisions shall be submitted to the co-chairpersons no later than five (5) days prior to the next meeting.

25.10.2 The first meeting of each school year shall be held no later than November 1st.

25.10.3 The Joint Special Education Committee may meet up to two additional times during the school year, during contractual hours. These meetings shall be scheduled for a full day or half day, with substitute coverage provided, as deemed necessary. Should other meetings be deemed necessary by the Committee, these additional meetings may be held outside the contractual day. If the meetings need to be scheduled and held outside of the Unit Members work day, the Unit Member shall be compensated as per Teacher Hourly Rate, Certificated Hourly Salary Schedule 107, Row 1.

25.10.4 The Joint Special Education Committee may recommend the formation of a "Sub-Committee" to address specific concerns based on needs and discussion topics.

25.10.4.1 The Sub-Committee members shall be determined on a voluntary basis by invitation of the Joint Special Education Committee.

25.10.4.2 If the parties cannot mutually agree upon the formation of a Sub-Committee, the Superintendent, or designee, and the Association President, or designee, shall meet and confer on the need for a Sub-Committee and outline the reasons for the approval or denial.

25.10.5 Practices and procedures developed and recommended by the Joint Special Education Committee will be reported to all stakeholder groups, including all teachers, special education service providers, school site administrators, and District administrators.

This Agreement constitutes the entire understanding between both Parties and may only be modified or amended in writing, signed by both Parties. This Agreement shall sunset on June 30, 2026, unless extended, memorialized, or renegotiated in writing by mutual consent.