

05-17-22 UTLA Proposal
08-25-22 District Counter Proposal
02-15-23 District Counter Proposal

ARTICLE XXII

SPECIAL EDUCATION

- 1.0 The District shall make a reasonable effort to maintain Special Education class size indicated in this article. In schools having two more classes of the same category, class sizes will be based on the average of those classes in the school, rather than by individual classes. The District shall adhere to the Special Education class size caps in section 15.0 of this article.
- a. After norm day of the 2021 – 2022 school year, the Special Education Division shall provide a monthly class size/case load report to UTLA for bargaining unit positions under the supervision of the Special Education Division. **[CCL]**
- 2.0 When a Special Education class has exceeded the cap by two or more students, the teacher may notify the Special Education Administrator. Within five (5) workdays of the notification, the District shall immediately remedy the situation, after consultation with the affected teacher, by taking one of the following actions:
- a. Transfer of excess student(s) to another class.
- b. The opening of an additional class if sufficient students are available.
- c. The assignment of additional aide(s) to the class.
- d. Compensation for teachers at their daily per pupil hourly rate (hourly rate of pay divided by the class size maximum) for each hour in which the maximum is violated multiplied the number of students beyond the class maximum.
- 2.1 All Special Day Classes shall be limited to no more than 2 consecutive grade levels.
- 3.0 In accordance with California Education Code Section 56195.8 (c), the maximum class caseload for an RSP teacher shall be 28. **[CCL]**
- 4.0 IEP Meetings: Except in unusual circumstances, IEP meetings shall be held at the student's local school of attendance. **[CCL]**
- 4.1 IEP Rights: Substitute Coverage for both general education and special education teacher, inclusive of RST, for the entirety of the IEP.
- 4.2 IEP Rights: Educators shall be paid at their hourly rate up to three hours per IEP on their caseload.

5.0 Special Education Facilities: When locating and utilizing classrooms and facilities for Special Education, the District shall make a reasonable effort to integrate students with disabilities in the general education program. **[CCL]**

6.0 Special Education Moving Assistance: In case of required change in teaching location and/or room assignment for SDP teachers and RST's, during the school year, the District shall provide reasonable assistance for moving heavy equipment and supplies. **[CCL]**

7.0 In the event that the administrator deems it necessary to temporarily reassign a paraprofessional from an assigned classroom, the administrator will advise the affected teacher prior to pulling the paraprofessional~~of an unforeseen emergency impacting another special education instructional program, the administrator will consult the affected teacher at least forty-eight hours (48) prior to pulling the paraprofessional and before temporarily reassigning a paraprofessional from an assigned classroom. Pulling paraprofessionals from a classroom/program shall be non-recurring in nature and spread evenly among the department or programs~~

7.1 ~~Special Day Programs shall have a minimum of one (1) baseline paraprofessional at all times during the instructional day without encroachment, with the exception of programs who primarily service students with autism and emotional disturbance who shall have two (2) baseline paraprofessionals at all times.~~

7.2 ~~Baseline paraprofessionals shall not concurrently serve as Behavior Intervention Implementation assistants.~~

8.0 Restructuring of Special Education Delivery Services: The District and UTLA will continue discussions on the goal of restructuring the instructional delivery service model for students with disabilities which shall include the composition of Special Education Classes, materials/resources and training needed to implement such a model. **[CCL]**

UTLA shall have the option to reopen negotiations on the topic of this restructuring during the term of this successor agreement upon notice from the District to pilot a new instructional delivery model. The District anticipates piloting a new instructional delivery model during the life of this Agreement. **[CCL]**

9.0 Special Education Trainee/Assistant Interview Process: When special education trainee/assistant positions are to be filled by interview, local schools shall develop their own procedures for special education teacher participation. **[CCL]**

10.0 Continued Assignment of Aides and Teacher Assistants to a Teacher: At the conclusion of each school year, the teacher (or other bargaining unit member) may request that the same Aide or Teacher Assistant be assigned to the teacher for the following year. A continued assignment of Aides or Teacher Assistants shall be reasonably determined by the local school administrator with the concurrence of the affected teacher. If the affected teacher does

not concur in the assignment, the Aide or Teacher Assistant may request a meeting with the site administrator and teacher to discuss the issue. If such a meeting occurs, the school administrator or designee shall then reasonably determine the assignment. The above procedures are (1) applicable only when budget and program design indicate that the Aide/TA position in question is to be ongoing into the next year, and (2) do not guarantee the Aide/TA any particular longevity in assignment. **[CCL]**

11.0 Special Education Resources Notebook: Special Education Department chairs shall be provided a link to the electronic_Special Education resource notebook containing all pertinent Division bulletins. **[CCL]**

12.0 Increased Special Education Funding: The Parties will work collaboratively to accomplish the purpose of increased funding for special education students. **[CCL]**

13.0 Workload/Caseload Committee for Health and Human Service and Special Education Itinerant Employees: A Workload/Caseload Taskforce will be comprised of an equal number of members up to five (5) members each appointed by the District and UTLA. The Taskforce will meet quarterly and will discuss, explore options and make recommendations on the following: **[CCL]**

a. Review itinerant caseloads and workloads and make recommendations to make assignments more equitable. The taskforce shall take into account the available resources, effects of increasing/declining enrollment where applicable, needs of special education students and other target student populations and the number of students and sites to receive service. **[CCL]**

b. Impact of direct vs. indirect services for students. **[CCL]**

c. Recommendations and strategies to assist staff in making up lost services hours for students. **[CCL]**

d. Strategies to better integrate/include students with disabilities into the general education program utilizing potentially available site-based resources. **[CCL]**

e. Input for revising the evaluation system to better reflect the standards of the respective professions. **[CCL]**

The Task Force members shall not have authority to engage in bargaining, or in agreements or joint reports/recommendations; the party representatives shall instead report back their own advisory opinions and recommendations to their respective bargaining teams. **[CCL]**

14.0 Assessment: Upon request, special education teachers shall be given up to ~~one (1)~~ three (3) full release days per ~~semester~~ year, at no loss of pay, to complete a federally

mandated assessments for students on their caseload. ~~required by a student's IEP for students in on their class/caseload. Such assessments may include, but are not limited to FBA's, DRDP, WCJ or the Brigance.~~

~~14.1 Resource Specialist Teachers with a caseload above twenty three (23) and Designated Instruction and Service Providers with a caseload within five (5) of their respective caseload maximum as provided in Section 15, shall be compensated up to two (2) hours of pay at their regular hourly rate for any initial assessments beyond five (5) per year.~~

~~14.3 The District shall provide special education teachers up-to-date access to norm-assessment protocols and online student record books.~~

15.0 Special Day Classes Cap Sizes

Type of Special Day Class Class Size

Autism – General Education Curriculum (AUT C) 10 ~~8~~

Autism – Alternate Curriculum (AUT A) 8 ~~6~~

Deaf and Hard of Hearing (DHH) 6 (thru 8 years) 8 (9 years and up)

Visually Impaired (VI) 6 (thru 8 years) 8 (9 years and up)

Preschool for All Learners (PALs) 10

Preschool Collaborative Classroom (PCC)

Early Education Centers 10

Preschool Collaborative Class with Expanded Universal Transitional Kindergarten (~~E~~UTK/PCC) 10

Preschool Comprehensive Program (PSC) 8

Emotional Disturbance (ED) 8

Intellectual Disability Moderate (IDM) 12

Intellectual Disability Severe (IDS) 10

Multiple Disabilities (MD) 8

Specific Learning Disability (SLD) 12

Designated Instruction and Services Caseload

Adapted PE 70 ~~40~~ students

Audiology 80 students

Deaf/Hard of Hearing 35 students

Language/Speech 55 students

Orientation and Mobility 15 students

Visually Impaired 30 students

16.0 Schools with Expanded Inclusive Opportunities: In schools in which no fewer than 80% of students with disabilities are receiving instruction in general education classes no less than 80% of the day, the following shall apply:

- a. Students with disabilities enrolled in general education classes shall be counted as part of the contractual class size maximum.
- b. Release time for special education teachers shall be provided for the duration of IEP team meetings including any time outside of their scheduled conference periods.
- c. Upon request, release time for general education teachers shall be provided for the duration of IEP team meetings, including any time outside of their scheduled conference periods.
- d. Each school achieving the 80%/80% threshold described in this section shall have a teacher assigned head inclusive practices teacher duties. This teacher shall be provided a differential of \$848 per semester.
- e. Co-planning opportunities for special education and general education teachers may include time embedded into the contractual work day, time paid at the employees' hourly rate outside of the contractual work day, and/or substitute coverage.

16.0 Schools with Increased Inclusive Opportunities

- a. ~~Materials and resources provided by the District to schools implementing the initiative shall be based on research, pedagogical theories and best practices for inclusion.~~
- b. ~~Teachers required by the District to attend professional development related to an expanded inclusion program outside of the contractual workday shall be compensated at their hourly rate.~~
- c. ~~Release time shall be provided for both general education and special education teachers for IEP team meetings not held during the teacher's conference period during the regular school day.~~

- ~~d. Class size maximums for general education classrooms participating in Expanded Inclusive Practices shall be consistent with the provisions of the 2022-2025 LAUSD-UTLA Collective Bargaining Agreement, with students with disabilities enrolled in general education classes counted as part of the contractual class size maximum.~~
- ~~e. The number of Students with IEPs shall not be greater than 25% of the class size maximum.~~
- ~~f. Classes participating in Expanded Inclusive Practices shall be clearly identified in the matrix prior to a teacher selecting their matrix line.~~
- ~~g. Special Education Teachers at secondary schools participating in inclusion shall have two preparation periods.~~
- ~~h. Recognition of new job title, Resource Specialist Teacher-Inclusion (RST-I) for teachers participating in inclusion.~~
- ~~i. The caseload cap of RST-I shall be 15:1.~~

16.1 School Site Inclusion Plan

- ~~a. Schools participating in the initiative shall constitute a Site-Based Steering Committee comprised of the school's stakeholders (e.g. general and special education teachers, administrators, parents, etc.). The Steering Committee shall meet monthly to discuss matters related to the implementation of inclusion and professional development in accordance with the School Site Inclusion Plan (SPSA). The initial Steering Committee meeting shall occur at a mutually agreeable time. All efforts will be made to have the meeting no later than two (2) weeks after submission of the School Site Inclusion Plan.~~
- ~~b. Schools wishing to participate in the initiative shall submit a plan to the LAUSD Division of Special Education no later than XX/XX of every year. The plan shall include the following:
 - ~~(1) A vision statement~~
 - ~~(2) A plan for stakeholder meetings for all staff and parents~~
 - ~~(3) A description of the instructional program options for inclusion~~
 - ~~(4) A plan for structural collaboration and planning within the contractual workday for each special education teacher and general education teacher with whom they co-teach~~
 - ~~(5) The make-up of the site-based steering committee~~~~

(6) — The plan must be shared with the staff

c. — If the above information is already included in a Single Plan for Student Achievement (SPSA), there will be no need to submit an additional plan.

d. — The Site Based Steering Committee has the right to amend the SPSA at any time throughout the year to reflect needed adjustments and necessary steps to implement the plan accordingly. The Site Based Steering Committee shall notify the Division of Special Education of such changes.

16.3 — Planning: For special education teachers implementing the initiative, the District shall provide up to one (1) hour per week to each special education teacher and their general education partner with whom they co-teach for planning and collaboration time. The weekly total provided by the District to each special education teacher shall not exceed three (3) hours per week and one (1) per week per general education teacher. Options for implementation may include: time embedded in the contractual work day, time paid for at the employee's hourly rate outside of the contractual work day, or substitute coverage.

16.4 — Each school implementing the initiative shall have a teacher assigned duties for the initiative and will be provided a differential of \$848 per semester.

16.5 — For special education teachers at schools implementing the initiative, the date and time of the formal observation shall be collaboratively set by the special education teacher and the administrator.

16.6 — LAUSD Expanded Inclusive Opportunities Task Force

The standing LAUSD Expanded Inclusive Opportunities Task Force shall be reinstated. The taskforce shall be comprised of five members appointed by UTLA members and five members appointed by the District. The Task Force shall meet twice per semester to discuss issues rising from the implementation of the expanded inclusive opportunities for students with disabilities. Topics of discussion shall include:

a. — Alignment of Welligent with the inclusion service model

b. — Professional development for special education and general education teachers

c. — Strategies to facilitate collaboration between special education and general education teachers

The Task Force shall not have the authority to engage in bargaining, create agreements or make joint reports/ recommendations. The party representatives shall report back their own recommendations to their respective bargaining team