

**MEMORANDUM OF UNDERSTANDING
BETWEEN UTLA & LAUSD
FOR IMPLEMENTATION OF INCLUSION EXPANSION PILOT PROGRAM
FOR SPECIAL EDUCATION**

As the Los Angeles Unified School District (district) moves toward a more inclusive learning environment for Special Education students, it is the District's responsibility to create a collaborative and structured program to ensure the educational and socio-emotional growth of all students, but especially those who are most vulnerable. Therefore, United Teachers Los Angeles and Los Angeles Unified School District agree on the following principles that support and promote inclusive special education program models:

1. The development of expanded inclusive program models in school communities should be supported by all school stakeholders.
2. School created expanded inclusion plans should be preserved and maintained, and not subject to contraction or mid-year reduction as a result of lower than projected enrollment.
3. The District should provide support for program development and require sufficient time for development of a school vision, planning, collection of data, and the organizing of buy-in from all stakeholders.

United Teachers Los Angeles and Los Angeles Unified School District further agree to the following provisions related to student learning conditions and educator working conditions for the 81 schools in the District expanded inclusion pilot program for the 2019-2020 school year:

1. Program Structure

- A. No special education teachers shall be displaced at the 81 schools participating in the expanded inclusion pilot program.
- B. The caseload size maximum for all special education teachers at expanded inclusion schools shall be no greater than 15:1.
- C. For the 2019-2020 school year, the class size maximum for expanded inclusion general education classes shall be consistent with the provisions of the 2019-2022 UTLA-LAUSD collective bargaining agreement, with special education students participating in each class as part of the expanded inclusion program counted as part of the contractual class size maximum.
- D. The staffing ratio for special education coordinators shall be 1 day of district funded service for every 50 special education students at participating schools.
- E. The District shall provide materials and resources based on research, pedagogical theories, and best practices for expanded or full inclusion at each of the participating schools.

- F. UTLA and the District both acknowledge that the best practice for successful implementation of an expanded inclusion program shall include structural planning and collaboration time within the contractual workday. For the term of this MOU, the District shall provide each special education teacher in a participating school no less than one separate hour per week for planning and collaboration time with each general education teacher with whom the special education teacher co-teaches. Options for implementation may include: time imbedded in the contractual work day, time paid for at the employee's hourly rate outside of the contractual work day, or substitute coverage.
- G. Schools participating in the expanded inclusion pilot for the 2019-2020 school year shall be required to submit a plan to the LAUSD Special Education Division no later than September 30, 2019.
The plan shall include the following:
- i. Vision Statement
 - ii. Stakeholder meetings – plan for stakeholder meetings including all staff and parents
 - iii. Facilities capacity assessment form
 - iv. Current enrollment
 - v. Description of instructional program
 - vi. Description of plan that includes structural collaboration and planning time, within the contractual workday, for each special education teacher and each general education teacher with whom they co-teach.
 - vii. Makeup of site based steering committee
- H. Schools participating in the expanded inclusion pilot for the 2019-2020 school year shall be required to create and maintain a site based steering committee comprised of one special education teacher participating in the expanded inclusion program, one general education teacher participating in the expanded inclusion program, the special education coordinator, and an administrator. The committee shall meet monthly to discuss and monitor the following:
- i. Accommodations and modifications written in the IEP
 - ii. Appropriate classroom space for all roster carrying co-teachers
 - iii. Compliance with the provision that all special education teachers have a weekly planning period with each general education teacher they co-teach with
 - iv. Sharing of responsibilities and duties between co-teaching general education and special education teachers, as well as the paraprofessionals they work with, including, but not limited to:
 - a. Roster configuration (i.e. shared rosters)
 - b. Defined grading practices and shared grading responsibilities
 - c. Access to workspace within shared classrooms
 - d. Roles of paraprofessionals, including ongoing training
 - e. Address any other concerns that arise from shared responsibilities

2. Professional Development

- A. The District, in collaboration with the Special Education Coordinator at each program school, shall develop an ongoing professional development plan for administrators, certificated staff, and paraprofessionals. Topics should include: co-teaching, co-planning, inclusive best practices, pertinent disabilities, and differentiation to meet student needs based on disability.
- B. Special education teachers and general education teachers at participating schools shall be provided one paid release day per semester for related professional development.
- C. Participating schools shall have at least four days per year of professional development for school wide expanded inclusion collaboration time.
- D. All staff required to attend professional development related to an expanded inclusion program outside of the contractual workday shall be compensated at their hourly rate.
- E. The date, time, and setting of formal observations conducted as part of the teacher evaluation process, for special education teachers at participating schools, shall be unilaterally determined by the teacher.

3. Upholding the Integrity of the IEP Process

Substitute coverage shall be provided for both general education and special education teachers for the entirety of IEP meetings not held during conference periods.

4. LAUSD Expanded Inclusion Task Force

A standing LAUSD Expanded Inclusion Task Force shall be created, comprised of five UTLA members and five LAUSD appointees. The task force shall meet at least two times per semester to discuss and reflect on issues rising from implementation of expanded inclusion programs. The task force shall begin with the following initial priorities:

- A. Develop changes needed to align Welligent with integration models.
- B. The proper title for inclusion/integration teachers.
- C. Developing an option of the Integration program model offered on page one of FAPE
- D. Determine appropriate designation of service type and teacher role (i.e. drop down menu in Service Grid for integration services rather than RSP minutes)

The provisions of this MOU shall remain in place until or unless an alternative agreement is reached between the parties.

UTLA

Date

LAUSD

Date