

UNITED TEACHERS LOS ANGELES
Bargaining Proposal
January 29, 2020

The following proposal includes underlined language for proposed additions and strikethrough language for proposed deletions to the 2019-2022 UTLA-LAUSD Agreement. UTLA is proposing no changes to sections in Article XXII not included in this proposal.

Article XXII - SPECIAL EDUCATION

- 1.0 The District shall adhere to the Special Education class size caps in section 15.0 indicated in this article. ~~The District shall make a reasonable effort to maintain Special Education class size indicated in this article. In schools having two or 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~~
- a. After norm day of the ~~2021—2022~~ 2020-2021 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.
- 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 ten (10) 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.
 - ~~e. The assignment of additional aide(s) to the class.~~

Upon notification to the Special Education Administrator that a class has exceeded the cap, the affected teacher shall be compensated at their daily per student rate of pay for each student above the cap, for each day in which the cap has been exceeded. The daily per student rate of pay shall be determined by dividing the teacher's daily rate of pay by the contractual class size cap. Such pay shall be retroactive to the first day the cap was exceeded.

- 2.1 All Special Day Classes shall be limited to no more than 2 consecutive grade levels. Students enrolled in Special Day Classes shall be provided with an educational program for the same length of time as the regular school day for a chronological peer group unless otherwise authorized and indicated on the Individualized Education Program (California Education Code, Title 5, Section 3431).
- 7.0 Special Day Classes shall have a minimum of one (1) paraprofessional in the classroom at all times during the instructional day. If the regularly assigned paraprofessional is absent or temporarily unavailable, then the paraprofessional shall be covered by another qualified adult to ensure a paraprofessional is in the classroom at all times. ~~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.~~

- 14.0 Assessment: Upon request, special education teachers shall be given up to two full release days per semester, at no loss of pay, to complete case management, assessment of or for students in their class/caseload, and report writing for the development of IEP's to complete a federally mandated assessment for students in their class/caseload.
- 15.0 IEP Rights: Substitute coverage shall be provided for both the general education and special education teacher for the entirety of an IEP meeting.
- 15.1 The IEP Team may select at least one district assessment of choice based upon student needs as determined by the special education teacher. Such selection will be reflected on FAPE 2 and/or section K of the IEP for each type of assessment.
- 16.0 School Site Inclusion Plan: Schools wishing to utilize inclusion practices for special education students on their campus shall submit an annual plan to the LAUSD Division of Special Education no later than October 15 of the previous school year. The plan shall include the following:
- a. A vision statement
 - b. A plan for stakeholder meetings, including how parents, students at secondary schools, and all staff will be engaged to participate
 - c. A description of the instructional program options for inclusion
 - d. 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
 - e. The make-up of the site-based steering committee, as determined by the Local School Leadership Council
 - f. School Site Inclusion Plans shall be revisited at the request of the steering committee
- 16.1 Inclusion: For schools that submit a plan to utilize inclusion practices for special education students at their campus:
- a. Materials and resources provided by the District to schools implementing expanded inclusion practices shall be based on research, pedagogical theories and best practices for inclusion.
 - b. Teachers attending professional development related to an expanded inclusion program outside of the contractual workday shall be compensated at their hourly rate or given the opportunity to earn professional development hours toward salary points.
 - c. The class size maximums for general education classrooms utilizing co-teaching for special education inclusion practices shall be consistent with the maximums provided in Article XVIII of this agreement. Special education students shall be counted as part of the contractual class size maximum.
 - d. A special education coordinator shall provide one day of district funded service for every 50 special education students at the school.

- 16.2 Site-Based Steering Committee: Schools utilizing inclusion shall create and maintain a Site-Based Steering Committee, as determined by the Local School Leadership Council. The Steering Committee shall meet monthly to discuss matters related to the utilization of inclusion practices and professional development in accordance with the School Site Inclusion Plan. 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 (or SPSA).
- 16.3 Co-Planning: The District shall provide each special education teacher in an expanded inclusion program no less than one separate hour per week, within the contractual workday, for planning and collaboration time with each general education teacher with whom the special education teacher co- teaches. In cases where co-planning time cannot be embedded within the contractual day, the District shall provide up to one (1) hour per week, outside of the contractual workday, to each special education teacher and each general education teacher with whom the special education teacher co-teaches, with each teacher being paid at their hourly rate. The weekly total provided by the District to each special education teacher shall not exceed three (3) hours per week.
- 17.0 Special Education Interns:
- a. All probationary Special Educators shall be assigned a Mentor Teacher with special education experience, in order to provide observations, assistance and guidance. Such Mentor services shall include observation of the probationary special educator and/or demonstration lessons.
 - b. Probationary Special Educators should be provided, along with a mentor one release day per semester in order to document guidance, assistance and support, which will include, but is not limited to, a mentor teacher observation of special education classes, district paid conferences, and trainings at the professional rate, job training, lesson planning, effective IEP writing, assessment and report writing, parent conferences, and updates in special education.
 - c. In order to permit probationary special educators to concentrate upon their basic assignments and continuing education, they shall not be assigned adjunct duties and/or auxiliary jobs.
 - d. Probationary Special Educators shall not be expected to teach outside of the credential field in which they are currently assigned.
 - e. For salary purposes, Interns shall be rated-in under Article XIV, Section 5, and paid the regular salary rate.
 - f. Mentors shall be assigned no more than two mentees at one time.
- 18.0 UTLA-LAUSD Special Education Task Force: A special education task force shall be created to meet and discuss the unique needs of special education students and educators. The task force shall meet quarterly and be comprised of five (5) UTLA appointees and five (5) LAUSD appointees. The District appointees shall include the LAUSD Director of Special Education and the LAUSD Director of Instruction. If meetings occur during the contractual workday, the UTLA appointees shall be released at District expense and participate without loss of pay. 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.

19.0 Special Education Class Size, Paraprofessional Ratios, and Designated Instructional Services Caseloads for the 2019-2020 School Year*

<u>Type of Special Day Class</u>	<u>Student Eligibility</u>	<u>Class Caps</u>	<u>Student/Paraprofessional Ratios</u>
Autism Mild to Moderate	<u>Autism (Core Curriculum)</u>	10 6	<u>3:1</u>
Autism Moderate to Severe	<u>Autism (Alternative Curriculum)</u>	8 6	<u>3:1</u>
Deaf and Hard of Hearing	<u>Deafness or Hard of Hearing</u>	6 (thru 8 years)	<u>3:1 (thru 8 years)</u>
		8 (9 years and up)	<u>4:1 (9 years and up)</u>
Visually Impaired	<u>Blindness or Visual Impaired</u>	6 (thru 8 years)	<u>3:1 (thru 8 years)</u>
		8 (9 years and up)	<u>4:1 (9 years and up)</u>
Preschool for All Learners	<u>Developmentally delayed, Multiple Disabilities, Other Health Impairment, Speech or Language Impairment</u>	10	<u>5:1</u>
PCC Early Ed Centers	<u>Developmentally delayed, Multiple Disabilities, Other Health Impairment, Speech or Language Impairment</u>	10	<u>5:1</u>

PCC with Expanded ETK	<u>Developmentally delayed, Multiple Disabilities, Other Health Impairment, Speech & Language Impairment</u>	10	<u>5:1</u>
Preschool Comprehensive Program (PSC)	-	8	<u>4:1</u>
Emotional Disturbance	<u>Emotional Disturbance</u>	8 (thru 8 years) 6 (9 years and up)	<u>4:1 (thru 8 years)</u> <u>3:1 (9 years and up)</u>
Intellectual Disability Moderate	<u>Intellectual Disability (Alternative Curriculum)</u>	12 <u>10</u>	<u>5:1</u>
Intellectual Disability Severe	<u>Intellectual Disability (Alternative Curriculum)</u>	10 <u>8</u>	<u>4:1</u>
Multiple Disabilities	<u>Established Medical Disability and Traumatic Brain Injury</u>	8	<u>4:1</u>
<u>Multiple Disabilities Severe</u>		<u>6</u>	<u>3:1</u>
Orthopedic Impairment	<u>Orthopedic Impairment</u>	6	<u>3:1</u>

Specific Learning Disability* <u>*If the majority of students, (50%+1) have an eligibility of Autism in a specific class, then the class becomes an Autism Class with proper ratios</u>	<u>Other Health Impairment, Specific Learning Disability, Autism</u>	12	<u>12:1</u>
<u>Expanded Inclusion Model</u>	-	<u>12 (Elementary) 14 (Secondary)</u>	<u>12:1 14:1</u>

<u>Designated Instruction and Services</u>	<u>Caseload</u>
<u>Adaptive PE</u>	<u>70 55 students</u>
<u>Audiology</u>	<u>80 students</u>
<u>Deaf/Hard of Hearing</u>	<u>35 students</u>
<u>Language/Speech</u>	<u>55 students</u>
<u>Orientation and Mobility</u>	<u>15 students`</u>
<u>Visually Impaired</u>	<u>30 students</u>
<u>Occupational Therapist</u>	<u>40 students</u>
<u>Physical Therapist</u>	<u>40 students</u>

19.1 The above caseload caps apply to all LAUSD district campuses.

19.2 The Adaptive PE and Language & Speech caseload caps shall be inclusive of pre-school students.

~~*The parties agree to continue discussions on Special Education Class Size and Caseloads in conjunction with the anticipated restructuring of Special Education Services pursuant to Article XXII, Section 8.0.~~

~~(a) If optimum class cap is exceeded by two for a temporary period of time which exceeds one month, a referral may be made to the Area Coordinator, Special Education, who may contract the Assistant Superintendent, Special Education, for assistance. (refer to 7.0)~~

20.0 Maximum age is to high school completion or to 22 years of age. Pupils who have not met their prescribed course of study or regular or differential proficiency

standards may remain in school through age 21. Any pupil who becomes 22 while participating in a program may continue participation for the remainder of the then current school year.