HR 133-LFT

Memorandum of Understanding Between Lompoc Unified School District and the Lompoc Federation of Teachers Co-Teaching/ICS in the Secondary Setting

JOINT INTEREST/PREAMBLE

The Lompoc Federation of Teachers, AFT Local 3151 ("Federation") and the Lompoc Unified School District ("District") mutually acknowledge the importance of addressing the needs of students with disabilities in the Least Restrictive Environment ("LRE") that will meet the needs of all of our students. The purpose of the LRE is to provide each student access to grade-level peers, which acknowledges that each student has the right to socialize and learn from students with varying levels of ability. The Federation and District recognize that the LRE also maximizes the learning opportunities for students with disabilities who should have access and exposure to grade-level curriculum and high-quality instruction from general education teachers. The Federation and District also acknowledge that all students benefit when students with disabilities are integrated into general education classes as appropriate. Therefore, the Federation and District agree to work together to improve the systems of co-teaching and in-class support ("ICS").

The Federation and District acknowledge that co-teaching and ICS classes provide unique challenges to general education and special education teachers involved. The following memorandum of understanding reflects the full and complete agreement between the District and the Federation regarding the implementation of co-teaching and ICS at all grade levels for the 2024-2025 school year.

IMPLEMENTATION

- Co-teaching is defined as a daily instructional delivery approach in which general and special education teachers share responsibility for planning, delivery and evaluation of instructional techniques for a group of students. General and special education teachers work in a coactive and coordinated fashion, which involves the joint teaching of academically and behaviorally heterogeneous groups of students in inclusive settings.
- In-class support (ICS) is defined as a model in which a general education teacher and special education teacher are assigned to the same class. The general education teacher takes the lead on planning, delivery, and evaluation of instructional techniques, while the special education teacher supports all students, but specifically focuses on providing direct support to students on IEPs.
- 3. To the extent possible, site administrators shall work to equitably distribute students on IEPs who are not in co-taught/ICS classes among available classes in a given subject area.
- 4. To the extent possible, site administrators shall endeavor to give co-teaching/ICS teacher partners a common preparation period.
- 5. Co-teaching teams shall be paid at the Tier II rate for up to three (3) hours per month (August through May), of additional planning and collaboration time. This time is to be

completed outside of the teacher's contractual day and must be submitted on a timesheet.

- 6. Assignment to co-teaching/ICS classes will be based on expertise of both the general and special education teacher and site/student needs as directed by the District. If the District determines that a co-teaching/ICS assignment is needed, the District will first seek volunteers. Co-teaching/ICS assignments will be assigned on a rotation basis if no volunteers are found. The District reserves the right to make the final decision on co-teaching/ICS assignments. To the extent possible, co-teachers/ICS teachers will be notified of their co-teaching assignment prior to the end of the prior school year.
- 7. For secondary co-taught/ICS classes, there shall be a threshold of 11 students on IEPs within the total class. For secondary general education classes, there shall be a threshold of 7 students for general education classes.
- 8. The thresholds defined in (7), above, shall not apply to students receiving itinerant services only, such as speech, vision and hearing and orthopedic services.
- 9. While the site shall make every effort to adhere to the above thresholds, in the event that:
 - (1) The threshold is exceeded, and
 - (2) The secondary base section allocation is exceeded Then the following compensation shall be applied:
 - a. After the 10th day of school, secondary teachers shall be compensated as outlined below each semester per number of students over the IEP threshold for a minimum of 10 days per semester:
 - \$91 per student for the first two (2) students over the threshold
 - \$146 per student for the third student over the threshold
 - \$219 per student for the fourth student over the threshold
 - \$311 per student for the fifth student over the threshold
 - \$421 per student for the sixth student over the threshold
 - Any additional students after the sixth will receive the same monies as the sixth student or \$421.
- 10. If a teacher raises a concern about their classroom exceeding the target threshold for students on IEPs, the following steps shall be considered by the site administrator and teacher, in no particular order:
 - a. Relocate students into other sections to increase the students' access to support to ensure academic success
 - b. Increase in-class staffing support
 - c. Increase collaborative time, beyond three (3) hours/month
 - d. Increase prep time within the workday (supported by a sub)
 - e. Add a section for that class
- 11. With (10) above, the site administrator will document each time the process is followed for a class and the result that was ultimately implemented
- 12. If the teacher feels the resolution of the concern is not satisfactory, the issue may be presented to a joint labor management team made up of an LFT representative and the site administrator.

13. The above compensation shall only apply to mandated core curriculum classes: English, Math, Science, and Social Studies

Agreed to on Thursday, June 6, 2024

Skyler Petersen, President

Lompoc Federation of Teachers. AFT Local 3151

Paul Bommersbach, Assistant Superintendent

Lompoc Unified School District

William "Franky" Caldeira, Board President

Lompoc Unified School District

Date $\frac{6/6/37}{\text{Date}}$ $\frac{6-6-24}{\text{Date}}$ Date