

Inclusive Education Policy in Indonesia: Regulatory Guarantees and Implementation Constraints

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Article History	Abstract
Received : 08-13-2026 Revised : 09-18-2026 Published : 10-01-2026	Indonesia has constructed one of the more comprehensive legal frameworks for inclusive education in Southeast Asia, comprising a statutory right to education for persons with disabilities, a government regulation on reasonable accommodation for learners with disabilities, and ministerial provision for inclusive schooling, all following ratification of the Convention on the Rights of Persons with Disabilities. Persistent reports of exclusion nevertheless continue. This article aims to analyse the normative structure of the framework, to identify the legal and institutional mechanisms on which its implementation depends, and to explain the recurrent gap between guarantee and practice. The study is a normative and policy analysis combining doctrinal reading of the regulatory instruments with the conceptual apparatus of the social model of disability and the capability approach; no field data were collected. The analysis shows that Indonesian law has substantially completed the shift from an integration paradigm, in which access depends on a learner's capacity to cope with an unmodified school, to an accommodation paradigm, in which the obligation falls upon the institution; that the operative legal standard of reasonable accommodation is nevertheless implemented through mechanisms that treat accommodation as resource-dependent rather than as obligatory; and that specialist support teacher supply functions as the practical determinant of provision. It recommends that accommodation be made an accreditable standard rather than a discretionary provision, that specialist teacher supply be planned against enrolment rather than against school request, and that refusal of enrolment be given a determinate remedy.
Keywords: Disability rights; Educational equity; Inclusive education; Policy implementation; Reasonable accommodation.	

I. INTRODUCTION

The right of persons with disabilities to education is established in Indonesian law at several levels. The National Education System Law guarantees that citizens with physical, emotional, mental, intellectual, or social impairments are entitled to special education.¹ Following ratification of the Convention on the Rights of Persons with Disabilities,² the Law on Persons with Disabilities established the right to education without discrimination across all levels and pathways, and imposed corresponding obligations on providers.³ A government regulation subsequently specified the

¹Law Number 20 of 2003 concerning the National Education System, Article 5(2).

²Law Number 19 of 2011 concerning the Ratification of the Convention on the Rights of Persons with Disabilities.

³Law Number 8 of 2016 concerning Persons with Disabilities, Articles 10 and 40.

reasonable accommodation to be provided to learners with disabilities,⁴ complementing earlier ministerial provision for inclusive education in general schools.⁵

Reports of exclusion nevertheless persist: refusal of enrolment, placement without support, and the informal redirection of learners to special schools. The standard explanations invoke resource scarcity and attitudinal barriers. Both are real, but neither explains why a framework of this apparent strength produces such variable outcomes, nor why exclusion persists in well-resourced settings. A legal-institutional analysis is required to identify where, in the translation from guarantee to provision, the obligation loses its binding character.

Two conceptual traditions inform the analysis. The social model of disability locates disability in the interaction between impairment and disabling environments rather than in the individual, with the consequence that the appropriate legal response is the modification of environments rather than the remediation of persons.⁶ The capability approach reframes educational equality as the equal freedom to achieve valued functionings, which requires unequal resource allocation where learners differ in their conversion of resources into capabilities.⁷ Both traditions converge on the proposition that inclusion is an institutional obligation rather than a concession, and both underwrite reasonable accommodation as the operative legal standard.

Previous Indonesian scholarship has documented implementation problems empirically and has analysed the disability law's general structure. What has not been undertaken is a focused analysis of the mechanisms through which the accommodation obligation is, or fails to be, made operative in school-level decision-making. The objectives of this study are therefore to analyse the normative structure of the framework, to identify the mechanisms on which implementation depends, and to explain the persistent gap between guarantee and practice.

II. RESEARCH METHODS

The study employs normative legal analysis combined with policy analysis. Primary materials comprise the National Education System Law, the Law on the Ratification of the Convention on the Rights of Persons with Disabilities, the Law on Persons with Disabilities, the Government Regulation on Reasonable Accommodation for Learners with Disabilities, and the ministerial regulation on inclusive education. Secondary materials comprise the disability studies and capability literatures and Indonesian scholarship on implementation. No human subjects were involved.

Analysis proceeded in three stages. First, each instrument was analysed doctrinally for the addressee of the obligation it creates, the determinacy of the standard it imposes, and the remedy available for breach, since these three elements determine whether a

⁴Government Regulation Number 13 of 2020 concerning Reasonable Accommodation for Learners with Disabilities.

⁵Regulation of the Minister of National Education Number 70 of 2009 concerning Inclusive Education for Learners with Impairments and with Potential Intelligence and Special Talents.

⁶Michael Oliver, *Understanding Disability: From Theory to Practice* (Basingstoke: Macmillan, 1996), 30–42.

⁷Amartya Sen, *Development as Freedom* (Oxford: Oxford University Press, 1999), 74–86; Lorella Terzi, "Beyond the Dilemma of Difference: The Capability Approach to Disability and Special Educational Needs," *Journal of Philosophy of Education* 39, no. 3 (2005): 443–459.

guarantee is legally operative. Second, the instruments were assessed against the paradigm distinction between integration and accommodation. Third, the institutional mechanisms of finance, staffing, and accreditation were examined to identify where discretion enters. The limitation of a doctrinal design is that it establishes the legal position rather than measuring compliance; the findings identify structural weakness rather than quantify exclusion.

III. RESULTS AND DISCUSSION

A. A Completed Paradigm Shift in Norm

The first finding is that Indonesian law has substantially completed the shift from integration to accommodation. Under an integration paradigm, a learner with a disability may attend a general school if able to cope with it as constituted; the burden of adaptation falls on the learner. Under an accommodation paradigm, the institution bears an obligation to modify its arrangements, and failure to do so constitutes discrimination. The Law on Persons with Disabilities adopts the latter, defining reasonable accommodation as appropriate and necessary modification and adjustment that does not impose disproportionate burden, and treating its denial as a form of discrimination.⁸ The government regulation elaborates the obligation for the educational context.⁹

This is a significant normative achievement, and it aligns Indonesian law with the Convention's requirements and with the social model's analytical premise. The persistence of exclusion cannot therefore be attributed to a defective conception of disability in the governing norms. The explanation must lie in the mechanisms of operation rather than in the standard itself.

B. Where the Obligation Loses Its Binding Character

The second finding concerns the three elements that determine whether a guarantee is operative. Table 1 summarises the analysis.

Table 1. Operativeness of the Inclusive Education Guarantee

Element	Legal position	Operational weakness
Addressee of obligation	Provider institutions and government	Diffuse between school, local government, and ministry
Determinacy of standard	Reasonable accommodation; non-disproportionate burden	Proportionality assessed locally without criteria
Remedy for breach	Discrimination framed as violation of rights	No determinate school-level enforcement route
Resourcing	Accommodation obligation stated	Funded through discretionary allocations
Staffing	Specialist support teachers contemplated	Supply not planned against enrolment

Source: Doctrinal and policy analysis, 2026.

⁸Law Number 8 of 2016, Articles 1(9) and 40.

⁹Government Regulation Number 13 of 2020, Articles 3–6.

Three weaknesses follow from the table. The first is the diffusion of the addressee. Where the obligation rests simultaneously on the school, the local government, and the central ministry without a rule allocating responsibility between them, each may plausibly regard the operative duty as belonging to another, and the learner confronts a diffuse rather than a determinate obligation.

The second is the indeterminacy introduced by the proportionality qualifier. The qualification of accommodation by disproportionate burden is standard in disability law and is analytically necessary, but it requires criteria and a decision-maker. Where neither is specified, the assessment is made informally by the party bearing the cost, which produces a predictable bias and converts a legal standard into a discretionary judgement. Comparative practice addresses this through published criteria and an external review mechanism; the Indonesian framework does not.

The third is the absence of a determinate remedy at the point of decision. A parent refused enrolment requires a route that operates within the admission cycle. General discrimination remedies operate on timescales that do not match the educational decision, with the result that the practical consequence of refusal is the learner's redirection rather than the school's correction.

C. Specialist Teacher Supply as the Practical Determinant

The third finding is that provision is determined in practice less by the legal standard than by the availability of specialist support teachers. Where such personnel are present, accommodation follows relatively reliably; where absent, schools describe themselves as unable to accept enrolment irrespective of the legal obligation. This makes staffing supply the operative policy instrument.

The implication is that inclusive education policy should be planned as a workforce policy. Two design features follow. Supply should be planned against projected enrolment of learners with disabilities in a catchment rather than against school request, since request is suppressed precisely where need is unmet. And the specialist role should be defined as building the capability of general classroom teachers rather than as providing parallel instruction, since the capability of the ordinary teacher determines the quality of the learner's experience for the majority of the school day. This is consistent with the evidence that inclusive practice depends on the design of ordinary classroom activity rather than on supplementary provision.¹⁰

D. Recommendations

Three recommendations follow. First, accommodation should be made an accreditable standard, so that provision is verified through the quality assurance system that already governs schools rather than left to the discretion of the party bearing its cost. Accreditation converts a diffuse duty into an institutional performance requirement with an existing enforcement architecture.

¹⁰Tony Booth and Mel Ainscow, *Index for Inclusion: Developing Learning and Participation in Schools* (Bristol: Centre for Studies on Inclusive Education, 2002), 1–12.

Second, proportionality criteria should be published and a review mechanism designated, so that refusal must be justified against stated criteria before an identified decision-maker. This preserves the necessary qualification while removing its use as an unreviewable justification.

Third, specialist teacher supply should be planned against catchment enrolment, with the role defined as capability-building for general teachers. Combined with a determinate enrolment-cycle remedy, these measures would address the three weaknesses identified without requiring amendment of the substantive right, which is already adequately framed.

E. The International Standard and Its Domestic Implications

The analysis above can be sharpened by reference to the authoritative interpretation of the Convention Indonesia has ratified. The treaty body responsible for the Convention has distinguished four arrangements that are frequently conflated in domestic practice: exclusion, in which learners are denied access; segregation, in which they are educated in separate environments; integration, in which they are placed in mainstream settings without systemic adaptation; and inclusion, which requires substantive reform of content, teaching methods, and structures to accommodate all learners.¹¹ On this analysis, placement without adaptation is not inclusion but integration, and it does not discharge the obligation.

Two consequences follow for the Indonesian framework. The first concerns the temporal character of the obligation. The interpretation treats the provision of reasonable accommodation as an obligation of immediate application, not subject to progressive realisation, on the reasoning that a denial of accommodation to an individual learner is a present act of discrimination rather than a shortfall in the aggregate development of a system.¹² This distinction matters for the proportionality analysis discussed above: resource scarcity at system level may legitimately affect the pace of systemic reform, but it does not by itself justify the refusal of a particular accommodation to a particular learner, which must be assessed on its own proportionality.

The second consequence concerns the status of segregated provision. The Indonesian system retains a substantial special school sector, and the practical operation of the framework often routes learners toward it. The interpretation does not treat the existence of specialist provision as automatically incompatible with the Convention, but it does require that placement follow from an individualised assessment of the learner's interest rather than from the incapacity of the general school to accommodate. Where redirection results from the latter, the specialist sector functions as a mechanism for discharging the general sector's obligation, which inverts the intended relationship.

These observations do not diminish the achievement represented by the domestic framework. They locate the remaining work precisely: the substantive standard is adequate and internationally aligned, and what is required is the machinery that renders

¹¹Committee on the Rights of Persons with Disabilities, *General Comment No. 4 (2016) on the Right to Inclusive Education*, UN Doc CRPD/C/GC/4 (2016), paras. 11–12.

¹²Committee on the Rights of Persons with Disabilities, *General Comment No. 4*, paras. 30–31.

it operative at the point of an individual admission decision. This is consistent with the analysis in the preceding sections, and it indicates that reform should be directed at procedure and institutional obligation rather than at the reformulation of rights.

F. Teacher Preparation as the Systemic Condition

A final consideration concerns preparation. The specialist staffing analysis above addresses the availability of dedicated personnel, but the quality of a learner's experience is determined predominantly by the ordinary classroom teacher. Inclusive practice in that setting depends on the design of ordinary activity so that it admits of multiple modes of participation, which is a general pedagogical competence rather than a specialist one. Where initial teacher education treats disability as a specialist elective, the general teaching workforce enters service without it, and specialist staff are consequently required to compensate for a general deficit, which is both more expensive and less effective than addressing it in preparation.

The design implication is that inclusive pedagogy should be a required component of initial teacher education for all teachers rather than a specialisation, and that its assessment should take the form of demonstrated planning for varied participation rather than of knowledge about categories of impairment. This aligns with the social model premise that the object of modification is the environment, since a teacher who can design flexible activity modifies the learning environment as a matter of routine practice rather than as an accommodation granted on request.

IV. CONCLUSION

This study asked how the Indonesian inclusive education framework is structured, which mechanisms its implementation depends upon, and why the gap between guarantee and practice persists. It found that the normative shift from integration to accommodation is substantially complete, so that the framework's conception of disability is not the source of the problem. It found that the guarantee loses its binding character at three points: the diffusion of the addressee among school, local government, and ministry; the indeterminacy of the proportionality qualifier in the absence of published criteria and an external decision-maker; and the absence of a remedy operating within the admission cycle. And it found that specialist support teacher supply functions as the practical determinant of provision, which makes inclusive education policy a workforce policy in its operative dimension.

The theoretical implication is that the operativeness of an educational right should be assessed through the three elements of addressee, standard determinacy, and remedy rather than through the strength of its declaratory formulation, since a strongly framed right diffused across addressees and qualified by an unreviewable standard is weakly operative. The practical recommendations are to make accommodation an accreditable standard, to publish proportionality criteria with a designated review mechanism, and to plan specialist teacher supply against catchment enrolment with a capability-building role definition. Subsequent research should examine enrolment refusal decisions empirically and should test whether accreditation-linked accommodation requirements alter school-level behaviour.

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