

**TENTATIVE AGREEMENT**  
**Between**  
**COTATI-ROHNERT PARK UNIFIED SCHOOL DISTRICT**  
**And**  
**ROHNERT PARK-COTATI EDUCATORS ASSOCIATION**  
**May 13, 2019**

1   ARTICLE 18.   SPECIAL EDUCATION

2   18.1.   Subcontracting

3           The parties agree that the duties and work performed by the unit members as  
4           described in Article 2, Recognition, shall be performed only by said members except  
5           where other additional resources are needed by the District. In the event in which  
6           subcontracting is required to fill open positions, the District shall exercise due diligence  
7           and keep the Association President apprised of the efforts to hire qualified certificated  
8           unit members prior to subcontracting. The District shall not contract out for unit  
9           member positions prior to notifying the Association President of that need. This shall  
10          not impede the District from contracting out to fill unit member positions when  
11          needed.

12   18.2.   Professional Development

13   18.2.1. As the District designs and implements professional development for unit members,  
14          the Association shall have the opportunity to provide input on the concerns of unit  
15          members related to students with special needs.

16   18.2.2. Professional Development shall include but not be limited to how unit members can  
17          meet the needs of special education students in the special and general education  
18          settings, to modify curriculum, and develop and implement behavior plans.

19   18.2.3. When possible, any such professional development activities shall be accomplished  
20          during unit member's regular work day.

21   18.3.   Student Referrals and Placement in General Education Classroom

22   A general education unit member will have the right to the following:

23   18.3.1. Elementary and secondary general education teachers and secondary counselors  
24          receive a copy of a student's Individual Education Program (IEP) At a Glance within  
25          five (5) school days of the student's placement in the teacher's classroom or on the  
26          counselor's caseload.

27   18.3.2. Request review of an IEP of a student in the general education teacher's classroom.  
28          Any such request shall be submitted to the student's case manager.

29   18.3.3. As appropriate, be a member of the IEP team for a student assigned to his/her  
30          classroom. Whenever possible, IEP meetings will be held during the unit member's  
31          regular work day. IEPs held outside of the unit member's contract day will be

- 32 compensated at the negotiated hourly rate, except when the IEP is requested to be  
33 outside the contract day by a unit member.
- 34 18.3.4. If a student engages in disruptive behavior, the teacher shall utilize appropriate  
35 intervention procedures, and if necessary, request assistance from the administration.
- 36 18.3.5. Appropriate training shall be provided for general education teachers to meet the  
37 needs of students with IEP's assigned to their classrooms.
- 38 18.4. Non Special Day Education Specialists
- 39 18.4.1. Will be assigned a caseload as outlined in 18.10. If the state requirements change, the  
40 parties will reopen negotiation on this section.
- 41 18.4.2. Will be assigned paraprofessional support based on the needs of the program and  
42 individual student need as determined by the District in consultation with the unit  
43 member.
- 44 18.4.3. Will not be assigned to teach or substitute in a regular class. This is not to be  
45 construed as prohibiting an Education Specialist from working in a regular class with  
46 the regular teacher in the implementation of a student's IEP.
- 47 18.4.4. Whenever possible, the District will provide release time to attend meetings regarding  
48 development, assessment, and/or implementation of IEPs of students assigned to  
49 his/her caseload. IEPs held outside of the unit member's contract day will be  
50 compensated at the negotiated hourly rate, except when the IEP is requested to be  
51 outside the contract day by a unit member.
- 52 18.4.5. The regular classroom teacher and special education service providers shall mutually  
53 develop the instructional methods to be utilized in the implementation of the IEP of a  
54 student assigned to a regular classroom.
- 55 18.4.6. Education Specialists, at their discretion, may direct paraprofessionals to provide  
56 instruction designed by and under the direct supervision of the Education Specialist.
- 57 18.5. Special Day Education Specialists
- 58 18.5.1. Will be assigned paraprofessional support based on the needs of the program and  
59 individual student need as determined by the District in consultation with the unit  
60 member.
- 61 18.5.2. Will attend meetings regarding the development, assessment, and/or implementation  
62 of the IEPs of a student assigned to his/her caseload. IEPs held outside of the unit  
63 member's contract day will be compensated at the negotiated hourly rate, except  
64 when the IEP is requested to be outside the contract day by a unit member.
- 65 18.6. Nurse Services

66 18.6.1. Credentialed nurse services shall be available to each site. Unit members shall follow  
67 existing school regulations in dispensing, administering, or supervising the taking of  
68 medication by a student or performing medical procedures for a student. Refer to  
69 Board Policy and Regulation 5141.21.

70 18.7. Speech and Language Therapist Services

71 18.7.1. The site administrator may release the SLP from site based Professional Development  
72 and Staff meetings if the site administrator determines that the content is not  
73 pertinent to the SLP.

74 18.7.2. Speech and Language Therapists services shall have a maximum caseload of 50 IEPs.  
75 Any IEP caseload over 50 IEPs will result in overage payment as defined by Article 6  
76 Section 6.2.

77 18.8. Education Specialists Preparation and Release Time

78 18.8.1. Education Specialists shall have the same amount of preparation time as general  
79 education teachers at their site.

80 18.8.2. Education Specialists may request release time from their site administrator in order  
81 to conduct assessments, write reports, and prepare for IEP meetings. Such release  
82 time shall not exceed a total of six (6) workdays per school year and may only be taken  
83 when the administrator can provide adequate coverage for the teacher's regular  
84 assignment.

85 18.9. Paraprofessionals

86 18.9.1. Special education teachers may provide input to the evaluator of the paraprofessional  
87 who works with the teacher.

88 18.10. Caseload

89 The District will maintain the following caseloads. A caseload is defined as the number of  
90 student IEPs the teacher is responsible for managing. Education specialist caseloads shall not  
91 exceed the following maximums which apply to all pupils for whom ongoing direct service or  
92 consultation is provided:

93 18.10.1. Special Day Class Caseload 10 students

94 18.10.2. Non Special Day Class Caseload 28 students

95 18.10.3. Non Special Day Class Caseload with TK-5 Learning Center model 20 students

96 18.10.4. The District will, beginning on the (11th) class day of the school year and any/all  
97 subsequent class day(s), pay the following overages: The District upon written request  
98 from the unit member, shall pay to the affected member four dollars (\$4.00) per  
99 student for each day the maximum caseload is exceeded.