



# NEA Examples of Contractual Language for Speech-Language Pathologists & Special Education

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Contract language concerning special education usually focuses on the working and learning conditions of staff and students with special needs. One of the more prevalent approaches is to develop language that addresses inclusion. In addition, contract language on this subject can also cover a variety of areas including some the following protections and common themes:

- Individualized Education Plans (IEP)
- Safety and support services
- Class size and case load

The following are NEA affiliate model language and local collectively bargained language regarding speech pathologists:

## *Affiliate Model Language*

STATE: ALASKA

DOCUMENT TYPE: MODEL LANGUAGE

12.1 The district will establish an alternative school for special needs students who drop out or are having academic difficulties.

12.2 The classroom staff to student ratio will not exceed ten (10) to one (1).

- 12.3 The district will provide satisfactory educational support specialists to remedy special needs.
- 12.4 Each classroom teacher will be provided a phone at his/her desk to communicate with parents.
- 12.5 Each classroom teacher will be given \$500 (or percent of base salary) per year classroom instruction funds to buy special materials and supplies.
- 12.6 Each classroom teacher will be provided (INSERT NUMBER OF HOURS) hours of staff assistant time per day.

STATE: OHIO

DOCUMENT TYPE: CONTRACT LANGUAGE  
DEVELOPMENT GUIDE

       **INDIVIDUALIZED EDUCATION PROGRAM (IEP) TEAM**

       Employees whose duties would be impacted by an IEP shall be provided the opportunity to participate in the development of the IEP and be present at the IEP meetings. The IEP team meeting shall be scheduled at a time and place that is most accommodating for IEP team members for such participation.

       Any employee whose duties would be impacted by an IEP can request a meeting at any time to review the IEP and/or the placement of the student. The meeting shall take place within        ( ) working days from the date of the request.

       **TRAINING/STAFF DEVELOPMENT**

\_\_\_\_\_The employer shall annually provide at least two (2) paid days of training and/or staff development programs for employees whose duties are impacted by an IEP and/or special needs student. These days may coincide with or be in addition to the employee's professional development days at the option of the employee.

## \_\_\_\_\_ **CLASS SIZE**

\_\_\_\_\_ A student shall count as one pupil unless the student is included as a special needs student or a student with a disability in which case the students shall count as two (2) pupils.

\_\_\_\_\_ A student with two or more categorical classifications shall count as three (3) pupils.

\_\_\_\_\_ The determination of the size of regular classes with included students shall take into consideration any extraordinary demands on physical space, teacher contact, and/or teacher supervision. The participation of a special education teacher and/or aide shall not change the teacher/pupil ratio of the regular classroom teacher.

## \_\_\_\_\_ **WAIVER PROCEDURES**

\_\_\_\_\_The employer shall not submit a waiver request to the State Department of Education or to any other agency with competent jurisdiction without first obtaining the approval of the union.

## \_\_\_\_\_ **SPECIALIZED HEALTH CARE PROCEDURES**

\_\_\_\_\_Qualified nurses and/or licensed medical technicians shall be the only employees to provide and conduct necessary medical procedures. Employees, other than qualified school nurses and/or trained medical technicians, shall not be requested or required to perform any medical procedure on a student.

## \_\_\_\_\_ **SUPPORT SERVICES**

\_\_\_\_\_ The employer will provide the necessary personnel as identified in the IEP to perform any supportive services which may be required by any student in his/her IEP.

\_\_\_\_\_ No bargaining unit member except \_\_\_\_\_ (job title) shall be required to perform any custodial care services.

### \_\_\_\_\_ **RELEASE TIME/COMPENSATION**

\_\_\_\_\_ Employees shall not be required to participate in the development of IEPS and/or attend IEP team meetings beyond the hours of employment.

\_\_\_\_\_ Employees shall not be deprived of their instructional preparation time to participate in the development of IEPS and/or attend IEP team meetings.

### **AND/OR**

\_\_\_\_\_ Employees who participate in the development of IEPS and/or attend IEP team meetings shall be released from other assignments for that purpose. Employees who participate in the development of IEPS and/or attend IEP team meetings shall receive compensatory released time which may be accumulated and utilized at the employee's discretion.

### \_\_\_\_\_ **VACANCY/TRANSFER PROCEDURE FOR SPECIAL EDUCATION EMPLOYEES**

\_\_\_\_\_ The employer shall not deny to any employee serving in a special education assignment the right to transfer to a vacant position for which the special education employee has the appropriate certification/license and greater seniority than other applicants for the vacancy.

### \_\_\_\_\_ **EVALUATION RIGHTS**

\_\_\_\_\_ The performance evaluation of certificated/licensed employees who are impacted by an IEP shall not include any negative assessment if the short/long term goal(s) of the IEP has not been met.

### **OR**

\_\_\_\_\_ The employer recognizes that some individuals with exceptional needs may not meet or exceed the growth projected in the annual goals and objectives of the student's IEP. In such instances the employee's accountability shall be limited to having implemented the services provided by the employer.

## \_\_\_\_\_ **CHALLENGE OF STUDENT PLACEMENT**

\_\_\_\_\_ An employee who is impacted by an IEP and who has reason to believe that the student's placement is inappropriate may challenge the placement of the student by providing notice to the administration indicating that the IEP team be reconvened to discuss the placement and to resolve the student service problem. The employer shall reconvene the IEP team no later than \_\_\_\_\_ ( ) days after receipt of the employee's notification. The reasons shall include, but are not limited to the following:

- When the necessary supplementary aides and support services have not been provided for the student.
- When all of the necessary supplementary aides and support services specified on the IEP have been provided and the student is not making satisfactory progress toward meeting the goals and objectives identified by the IEP team.
- When the placement of the included student and/or student with special needs creates constant disruption to the educational process in the regular classroom and/or other school setting.
- When the employee is spending a disproportionate amount of time teaching or adapting curriculum or program for students with disabilities and/or students with special needs.
- When the employee is excluded from the decision making process and a change has been made in the student's IEP.

- When the employer failed to provide the employee with adequate training and/or support in order to effectively serve the disabled student and/or student with special needs.
- When the disabled student and/or student with special needs poses unnecessary risks or hazards to himself or others.

STATE: MICHIGAN

DOCUMENT TYPE: MODEL LANGUAGE

136.3 “Weighting” Except with the consent of the Association, the integration of students with diverse special needs shall not result in a class size greater than that specified in this Article. The actual weight to be assigned to each special/diverse student for the purpose of calculating the size of a class to determine if it exceeds the weighted maximums shall be determined in accordance with the nature and severity of the student’s needs as set forth in his/her Individualized Educational Plan (IEP), Individual Family Services Plan (IFSP), 504 plan, other individual plan, or by the Student Diversity Committee. The actual “weight” will be determined by the members of the student’s IEP Committee, IFSP Committee, 504 plan committee, or individualized instruction team. Nothing in this Article shall be construed to deny any student an education in the least restrictive environment (LRE).

STATE: CALIFORNIA

DOCUMENT TYPE: CONTRACT REFERENCE MANUAL

## 34.11 Appropriate/Full Inclusion

- 34.11.1 An Appropriate/Full Inclusion Planning Team consisting of the appropriate/full inclusion special day class teacher and the general education teachers with identified appropriate/full inclusion pupils shall be organized at each site with identified appropriate/full inclusion pupils.
- 34.11.2 Each appropriate/full inclusion site shall receive an additional allocation of funds to support planning and implementation of the appropriate/full inclusion program as follows: \$800 per fully included pupil at grade levels K - 6; \$1,000 per fully included pupil at grade levels 7 - 12. The Appropriate/Full Inclusion Planning Team shall determine the utilization of such funds to support appropriate/full inclusion at their site.
- 34.11.3 Release time of one day per month shall be allocated to unit members who are teachers of identified appropriate/full inclusion pupils, to provide planning time with the appropriate/full inclusion special day class teacher and other support personnel.
- 34.11.4 Unit members impacted by appropriate/full inclusion should be provided specialized training necessary for successful implementation. Such training shall be at the unit member's request and with release time or compensation at the unit member's hourly rate of pay.
- 34.11.5 Three days of staff development/training shall be provided for unit members with identified appropriate/full inclusion pupils. Such staff development training shall be on release time or compensated at the unit member's hourly rate of pay.
- 34.11.6 Each appropriate/full inclusion site shall be supported with appropriate/full inclusion special day class teachers with instructional aide time assigned to them for allocation among the pupils in relation to each individual pupil's IEP goals.

- 34.11.7 The implementation of an Appropriate/Full Inclusion Program shall not be utilized as a tool for a reduction in staff.
- 34.11.8 The class size/caseload assigned to an appropriate/full inclusion special day class unit member shall not exceed ten pupils.
- 34.11.9 The determination of the size of classes, with appropriately/fully included pupils, shall take into consideration any extraordinary demands on physical space, unit member contact, and/or unit member supervision.
- 34.11.10 Any unit member who will be impacted by appropriate/full inclusion shall receive prior notification.
- 34.11.11 Unit members whose number of annual duty days is extended in order to implement an appropriate/full inclusion program shall be compensated at her/his daily rate of pay for those days.
- 34.11.12 Unit members shall not be required to accept assignments in the appropriate/full inclusion program.
- 34.11.13 The District shall not deny to any unit member assigned to an appropriate/full inclusion class the right to transfer to a vacant position for which the unit member has an appropriate credential and greater seniority than other applicants for the vacancy.

### *RESPONSE TO INTERVENTION (RTI)*

RtI is a multi-tier, integrated school improvement model which is researched based, and standards driven. It involves regular measurement of student achievement and student behavior and addresses both prevention and intervention. The 2004 Reauthorization of the Individuals with Disabilities Education Act (IDEA '04) stipulates that fifteen percent (15%) of federal special education funds may be used with non-identified general education students. The funds are to be used to develop and implement coordinated, early intervening services for students who need additional academic and behavioral support to



succeed in a general education environment. IDEA '04 also provides the responsiveness to scientifically-based interventions to be used as part of a process to determine eligibility for specific learning disabilities. Rtl is a voluntary program; a district is not required to participate.

## SAMPLE LANGUAGE

### 34.12 Response to Intervention

- 34.12.1 Evaluation of Rtl Model: An evaluation of the Rtl model will take place by April 1 of each school year. The evaluation process will be determined by the Association and the District and implemented by both parties.
- 34.12.2 Caseload: No Resource specialist will have a caseload which exceeds 28 pupils. Resource Specialists may not simultaneously be assigned to serve additional regular education students or teach additional education classes.
- 34.12.3 Class Size: Due to Rtl considerations, class size may not be increased beyond levels mandated by the CBA.
- 34.12.4 Voluntary Transfers, Voluntary Reassignment & Request for Increase of FTE: A transfer or reassignment will not be denied due to Rtl considerations.
- 34.12.5 Involuntary Transfers and Reassignments will not be initiated due to Rtl considerations.
- 34.12.6 Evaluation Procedures: The progress/achievement, or lack thereof, of students in Rtl will not be used in the evaluation of Unit Members. The number of students needing tier 3 Intervention will have no impact on the evaluation of Unit Members.
- 34.12.7 Professional Development: The District and Association will develop a committee for professional development. The committee will consist of five (5) people: three (3) appointed by the Association and

two (2) appointed by the District. The committee shall meet during the work day and Unit Members shall receive release time for their participation. If the meetings should take place outside of the work day, members will be compensated at their per diem rate.

34.12.8 Curriculum: The District and the Association will develop a committee for curriculum. The committee will consist of five (5) people: three (3) appointed by the association and two (2) appointed by the District. The committee shall meet during the work day and Unit Members shall receive release time for their participation. If the meetings should take place outside the work day, members will be compensated at their per diem rate. The committee will review and recommend various research-based programs for use.

STATE: NORTH DAKOTA

DOCUMENT TYPE: MODEL AGREEMENT

**Article XLII - Inclusion and IDEA (Individuals with Disabilities Education Act.)**

The following provisions shall apply where a regular classroom teacher (as opposed to a special education teacher) is assigned one or more students with disabilities. "A student with a disability" shall be as defined in federal and state laws and regulations.

**42.1 Compensation**

As compensation for the additional teacher time and preparation required for students with disabilities, the teacher shall be paid additional salary equal to \_\_\_\_\_ of the teacher's regular salary for each student with a disability, or have his/her class load reduced by \_\_\_\_\_ students for each student with a disability.

**42.2 Support Services and Resources**

At the time a student with a disability is placed in the classroom, each teacher assigned one or more students with disabilities shall be provided the

services of an instructional aide as needed or as specified in an IEP during class time when students with disabilities are present.

The district shall employ, or contract for, and make available to all teachers the services of specialists in special education as needed or as specified in an IEP. The IEP shall include a date and schedule when, where, and by whom the appropriate support services will be provided.

The district shall provide all additional special facilities, supplies, materials and equipment necessary, or as specified in an IEP, to ensure appropriate education of the students with disabilities. The IEP shall include a date when these appropriate resources will be provided.

The IEP shall be developed at a meeting when each team member has an opportunity to provide input.

Fully compensated release time shall be provided for the regular classroom teacher to participate in meetings, staffing, training and for modifying curriculum and materials to meet the needs of students with disabilities. This time shall be in addition to the regularly scheduled preparation time during the students' school day.

#### 42.3 Professional Development

The district shall provide adequate training for teachers to acquire whatever knowledge and skills are necessary to teach students with disabilities in the regular classroom including, but not limited to, knowledge of special problems, use of resources, and teaching regular students to be sensitive to the needs of students with disabilities.

The district shall provide expenses and substitutes for teachers attending workshops on special education. Further, any college course work applicable to special education will be applied for advancement on the salary schedule.

#### 42.4 Student Placement/Least Restrictive Environment

A building-level support team or an inclusion overview team shall be implemented in each building. The purpose of the team is to discuss and

resolve concerns, which have not been resolved in a timely manner through the normal problem-solving process in the building.

A student with a disability will not be placed in a regular classroom if his/her needs cannot be adequately met, or if such placement would significantly impair the education of the other students.

A student with a disability shall be educated in a regular classroom in the school he/she would attend if not disabled, unless the IEP requires placement elsewhere.

Consideration for placement of a student with a disability shall be determined based on the individual student's abilities and needs and shall include the following factors:

- a. the educational benefits in a traditional classroom compared to a special education classroom,
- b. the non-academic benefits in a traditional classroom compared to a special education classroom,
- c. the degree of disruption of other students resulting in inability to meet the needs of the disabled student, and
- d. the educational and safety needs of all students and personnel in the classroom.

A meeting between the appropriate special education teacher and the classroom teacher(s) who will have a student with a disability assigned to his/her classroom will take place, if at all possible, prior to the first day of classes for the student. During that meeting, the teacher(s) will discuss the IEP, the placement, supports, possible teaching strategies and any other concerns.

The placement of a student with a disability or the denial of a request for reassignment may be appealed by the teacher to the IEP Team. If the matter is not resolved to the satisfaction of the teacher, a complaint may be filed with the DPI Special Education Division.

#### 42.5 Discipline

Teachers shall have the authority to maintain satisfactory discipline in their classrooms.

When a student with a disability in a regular classroom is so disruptive as determined and documented by the classroom teacher that the education of other students is significantly impaired or the needs of the student with the disability cannot be met in that environment, appropriate changes shall be determined by the IEP Team.

#### 42.6 Medical/Health Care for Students with Disabilities

No medical/health care services shall be provided for students with disabilities unless specified in the IEP. Those services shall be provided by appropriate health care professionals. The IEP shall specify the training and/or qualifications for any person who is to provide medical/health care services to students with disabilities.

No teacher will be required to perform any medical procedure, which violates the North Dakota Nurses Practices Act.

#### 42.7 Medically Fragile Students

A regular classroom teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by a medically fragile student to sustain his/her bodily functions or to render routine scheduled care of maintenance of exceptional bodily functions related to such a student's impaired condition, except in emergency situations. The teacher shall be informed and instructed as to emergency measures, which may be necessary on occasion due to such a student's

impaired condition. Otherwise, it is the responsibility of the teacher to implement the student's IEP while attending to the educational needs of the student in the teacher's class.

Special emergency procedures shall be developed, maintained, and discussed at length with every person involved with medically fragile students to address anticipated emergencies. To be included are specific steps to address immediate needs of students, a list of persons who need to be involved or contacted immediately, and arrangements for emergency transportation and emergency medical treatment.

STATE: OREGON

DOCUMENT TYPE: MODEL LANGUAGE

## ARTICLE 12

### WORKLOAD RIGHTS AND PROTECTIONS

C.

1. Licensed Employees

a. Caseloads – Special Education Teachers and Specialists

The following shall be considered optimum caseload limitations when assigning students for whom the employee has instructional and/or professional responsibilities:

Special Ed. Teachers: No more than \_\_\_\_\_

Specialists: No more than \_\_\_\_\_

Councilors: No more than \_\_\_\_\_

## *Local Collectively Bargained Language regarding Speech Pathologists*

LOCAL NAME: BALDWIN - WHITEHALL EA

STATE: PENNSYLVANIA

TYPE OF CONTRACT: TEACHERS

Caseload/Contracts Meeting. Speech pathologists shall meet for one-half {1/2} day during a student day in the month of May for the purpose of sharing caseload data information.

Preparation Periods. Speech pathologists shall have one (1) continuous preparation period/day during the student day consistent with grade level assignment plus one (1) additional continuous preparation period per week also within the student day.

LOCAL NAME: GUAM FEDERATION OF TEACHERSTEACHERS UNIT

STATE: GUAM

TYPE OF CONTRACT: TEACHERS

### 6.H.3 Speech-Language Pathologist's Workload

6.H.3.a Speech Language Pathologist weekly workload will be 40 hours per week,

i. 24 Contact Hours:

- No more than 18 hours direct intervention and consultation services (as per student's IEP)
- Remaining hours: IEP Meetings, staffing, training for AAC systems, scheduling, travel time from school to school, technical support, diagnostic evaluations (observations and full assessments), collaboration with teachers

ii. 16 Non-Contact Hours:

- Analysis of assessment results, assessment reports



- Documentation and paperwork, to include data collection, progress reports, development of IEP goals and objectives, developing lesson plans and Augmentative Alternative Communication (AAC) systems
- Parent contacts

6.H.3.b A Speech-Language Pathologist will not be assigned to no more than four school sites per assignment.

#### 6.H.3.C Therapy Work Rooms

6.H.3.C.1 Therapy work rooms in the school sites shall be comparable to student classroom requirements and permit privacy to ensure confidentiality of student information, to include rooms that are well ventilated with adequate size to student ratio.

6.H.3.C.2 Therapy work rooms shall be assigned specifically to the speech therapist at the time when speech services are being provided (e.g. no shared room with other staff, no use of hallways or rooms separated by makeshift dividers for testing or therapy).

6.H.3.d The school site shall provide access to school copy machines, computers and a filing cabinet with lock for confidential files.

6.H.3.C The Division of Special Education must provide all necessary equipment and supplies for the development of students' AAC Systems. These may include, but are not limited to, color copiers, computers, computer software and laminating machines.

LOCAL NAME: BRIDGEWATER-RAYNHAM EDUCATION ASSN

STATE: MASSACHUSETTS

TYPE OF CONTRACT: TEACHERS

1. Review Meetings. The parties agree that to strive for an equitable division of workload and caseload, the Bridgewater-Raynham Regional School District, through its agents, shall conduct a Review of each Speech and Language Pathologist ("SLP") workload and case load as follows:

a. Prior to the start of each school year and by October 1st, March 1st and June 30th, the SLP and the SLP's supervisor, shall meet to review and analyze the workload and caseload to determine whether the SLP's workload and caseload is appropriate and equivalent to similarly situated SLPs in the District.

b. In addition to the above Reviews, an SLP or SLP's Supervisor may request a Review as needed to assess his/her workload and caseload. The SLP may, at his/her choice, have the BREA President or a designee of the BREA President or Vice-President in attendance at this meeting.

c. The District shall communicate to the SLP, in writing, any changes in his/her assignment and will meet to discuss the change. If this meeting cannot be held prior to a change in caseload or workload due to extenuating circumstances, the District will hold this meeting as soon as possible. The SLP may, at his/her choice, have the BREA President or Vice-President or a designee of the BREA President or Vice-President in attendance at this meeting.

d. This review provision is subject to the CBA, including the grievance and arbitration procedures outlined in Article III.

LOCAL NAME: FRUITVALE TEACHERS ASSOCIATION

STATE: CALIFORNIA

TYPE OF CONTRACT: TEACHERS

## APPENDIX B-1

FRUITVALE SCHOOL DISTRICT 2017-2018 Licensed Speech Pathologist Salary Schedule								
	Provisional Credential	Preliminary A	B	C	D	E	F	G
Steps		BA	BA+12	BA+24	BA+36	BA+48	BA+60	BA+72
1	42,000	55,886	55,886	57,685	60,078	62,615	65,332	68,187
2		55,886	57,049	59,272	61,665	64,204	66,924	69,789
3		56,560	58,639	60,870	63,258	65,805	68,522	71,375
4		58,162	60,239	62,455	64,854	67,408	70,106	72,967
5		59,770	61,832	64,053	65,295	68,995	71,702	74,563
6		61,346	63,425	65,650	68,038	70,583	73,281	76,182
7		62,947	65,008	67,243	69,634	72,183	74,896	77,756
8		64,535	66,606	68,834	71,232	73,773	76,476	79,340
9		66,127	68,196	70,423	72,823	75,369	78,081	80,935
10			69,799	72,020	74,409	76,955	79,671	82,536
11				73,621	76,003	78,558	81,265	84,127
12					77,599	80,150	82,861	85,717
13						81,738	84,448	87,311
14							86,039	88,905
15								90,499
16								92,096
17								93,686

Units above the BA are semester units.

Years 20, 22, 24 and 26 are anniversary increments of \$1,200. To be eligible for one or more \$1,200 anniversary increments, a teacher has to have taught either 19, 21, 23 or 25 years in the Fruitvale School District. Anniversary increments apply to columns E, F and G only.

\$1,200 annually for Masters Degree.

Placement on the appropriate column/step of the salary schedule is based upon the possession of a valid California teaching credential.

Teachers who have not attained a preliminary credential shall be paid \$42,000.

**APPENDIX B-2**

FRUITVALE SCHOOL DISTRICT 2017-2018 Certificated Speech Pathologist Salary Schedule								
	Provisional Credential	Preliminary A	B	C	D	E	F	G
Steps		BA	BA+12	BA+24	BA+36	BA+48	BA+60	BA+72
1	42,000	53,790	53,790	55,589	57,982	60,519	63,238	66,091
2		53,790	54,953	57,176	59,569	62,108	64,828	67,693
3		54,464	56,543	58,774	61,162	63,709	66,426	69,279
4		56,066	58,142	60,359	62,758	65,312	68,010	70,871
5		57,674	59,736	61,957	64,342	66,899	69,608	72,467
6		59,250	61,329	63,554	65,942	68,487	71,185	74,058
7		60,851	62,912	65,146	67,538	70,087	72,800	75,660
8		62,439	64,510	66,738	69,136	71,677	74,380	77,244
9		64,031	66,100	68,327	70,727	73,273	75,985	78,839
10			67,703	69,924	72,313	74,859	77,574	80,440
11				71,525	73,907	76,462	79,169	82,031
12					75,503	78,054	80,765	83,621
13						79,642	82,352	85,215
14							83,943	86,809
15								88,403
16								90,000
17								91,590

Units above the BA are semester units.

Years 20, 22, 24 and 26 are anniversary increments of \$1,200. To be eligible for one or more \$1,200 anniversary increments, a teacher has to have taught either 19, 21, 23 or 25 years in the Fruitvale School District. Anniversary increments apply to columns E, F and G only.

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