

**CONTRACT
AGREEMENT**

**2019-20
between**

EARLYWOOD EDUCATIONAL SERVICES

and

**THE JOHNSON COUNTY
SPECIAL SERVICES
EDUCATION ASSOCIATION**

AN AFFILIATE OF ISTA/NEA

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AGREEMENT BETWEEN THE GOVERNING BOARD OF
EARLYWOOD EDUCATIONAL SERVICES AND THE JOHNSON COUNTY SPECIAL
SERVICES EDUCATION ASSOCIATION FOR 2019-20

Whereas, representatives of the Governing Board of Earlywood Educational Services collectively bargained with representatives of the Johnson County Special Services Education Association, the parties agree as follows:

Introductory Information

Definitions

1. The “2019-20 School Year” means July 1, 2019 – June 30, 2020
2. The term “teacher” shall refer to a certificated school employee under a teaching contract with EES for the 2019-20 school year who is a member of the Association’s bargaining unit.
3. The term "Board" refers to the Governing Board, of Earlywood Educational Services
4. The term "Association" refers to Johnson County Special Services Education Association.
5. The term "Executive Director" when used in this contract, shall be the Chief Administrative Officer of Earlywood Educational Services.
6. The term "participating school districts" refers to the school districts that subscribe to the Interlocal Agreement establishing the cooperative.
7. The term “salary” refers to the dollar amount corresponding to a teacher’s position of the compensation model listed in Article I.
8. “Agreement” means this agreement between the Earlywood Educational Services Schools’ Governing Board and the Johnson County Special Services Education Association.

Contract Interpretations

1. Supremacy Clause: This contract supersedes and cancels all previous agreements whether verbal or written between the Board and the Association.
2. Severability or Savings Clause: If any article or section of this contract shall be held invalid by operation of law of by any tribunal of competent jurisdiction, the remainder of this contract shall not be affected.

Recognition

The Johnson County Special Services Education Association, an affiliate of the Indiana State Teacher's Association and the National Education Association, is hereby recognized by the Governing Board of Earlywood Educational Services, as the Bargaining agent for those positions certificated by the Indiana Department of Education pursuant to Indiana law providing for bargaining collectively and discussing. Such representation shall exclude the Executive Director, Assistant Director, Department Chair, Autism Coordinator, Related Services Personnel, and non-certified employees.

ARTICLE I: Salary and Wage Provisions: Compensation Model

A. Salary Range

At the beginning of the 2019-20 school year, the salaries of returning full-time teachers were between \$37,458.62 and \$73,181.27, not including current year increases or TRF contributions.

B. Base Salary Increases

The total money available for compensation increases= \$54,640.33 less 3% for TRF. This amount was calculated figuring a 3% increase on the base salary of teachers who are continuing employment from 2018-19.

General Eligibility

Teachers who received a 2018-19 evaluation rating of improvement necessary or ineffective are not eligible for any salary increase in the current year and shall remain at their prior year salary.

Teachers who received a 2018-19 evaluation rating of effective or highly effective and are returning employees for the 2019-2020 school year, the following factors will be utilized to determine eligibility for salary increases:

Factors To Receive Salary Increase

- 1) **Evaluation Rating:** This factor is met by teachers who earned an evaluation rating of effective or highly effective during the 2018-19 school year.
- 2) **Year of Experience:** This factor is met by teachers who were employed by EES for at least 120 days during the 2018-19 school year.
- 3) **Possess a content area Master’s degree:** This factor is met by teachers who possess a master’s degree or higher in the content area as defined by the Indiana Department of Education.

Distribution

Highly Effective	8 points
Effective	5 points
Experience	1 point
Content area Master’s degree	1 point

The available funds will be divided by the sum of points earned by all eligible teachers to determine the dollar per point value.

Salary increase amounts are determined by multiplying each teacher’s points by the dollar value per point.

The maximum number of points a teacher can earn is ten.

The combination of education and experience account for 20% of the maximum available salary increase.

100% of the increase will be added to the base.

Redistribution

Because all available funds will be distributed to eligible teachers, there will be no funds remaining to redistribute.

C. Pay Schedule

The basic salary for teachers shall be paid in twenty-six (26) equal payments.

D. New Hire Certified Salary

The salary for new hires shall be determined by the Executive Director based on the needs of the organization.

The salary of a new hire shall not exceed the salary amount that reflects any current teacher with the same qualifications and experience who has had no improvement necessary or ineffective ratings. The Executive Director has the authority to pay a newly-hired teacher a one-time stipend of up to \$3,000 in addition to the new hire’s salary. The stipend would be paid to the new hire at the completion of the contract year and if the employee is rated effective or highly effective. The Executive Director will consult with the Association President prior to making any other variations in the salary determination of a new hire.

E. Extra-Curricular Activity Pay Schedule

The Extra Curricular activity pay schedule for the term of the Agreement is listed in Appendix A.

ARTICLE II: Insurance and Benefits

A. Medical Insurance

The Board will pay a flat dollar amount per month of
\$1,295 for a family plan
\$1,010 for an employee/spouse plan
\$850 for an employee/child(ren) plan
\$445 for a single plan

In addition to the flat dollar contributions, the family, employee + spouse, and employee+ child HSA plans will receive an additional Board contribution of \$82/month. The single HSA plans will receive an additional Board contribution of \$41/month.

B. Dental Insurance

The Board shall pay all but \$1.00 per year toward the premium of a single or family dental plan.

C. Vision Insurance

The Board shall pay all but \$1.00 per year toward the premium of a single or family plan

D. Life Insurance

Unless otherwise dictated by the life insurance policy or carrier, each teacher shall be covered by a term life insurance program paid for by the Board that provides a minimum death benefit of seventy-five thousand dollars (\$75,000), double for accidental death. Each teacher must pay a minimum of one dollar (\$1.00) per year of the cost of the policy.

E. Long Term Disability (LTD) Insurance

Unless otherwise dictated by the life insurance policy or carrier, each teacher shall be covered by a long-term disability insurance program paid for by the Board that provides for a minimum benefit of sixty-six and two-thirds ($66 \frac{2}{3}$) salary with a maximum benefit of six thousand dollars (\$6,000) a month and with a sixty (60) day elimination period. Each teacher must pay a minimum of one dollar (\$1.00) per year of the cost of the policy.

F. Section 125

The benefits of Section 125 of the Revenue Act of 1978 shall be made available to any teacher. The plan shall be administered through the mutually agreed upon carrier. The cost of general plan administration and administrative fees for individual teacher accounts shall be borne by the Governing Board.

G. Insurance Carriers

The insurance carrier(s) and program specifications shall be mutually agreed to by the Board and the Association for all insurance other than that currently included in the South Central Indiana School Trust.

H. Benefits for Part-Time Teachers

Part-time teachers will receive insurance benefits on a prorated basis which shall be computed by dividing the amount of time worked by the part-time teacher by the amount of time worked by a teacher on a full-time contract, provided the part-time teacher also meets the enrollment criteria established by the insurance carrier. The Board will continue to pay full-time benefits for part-time teachers if the full-time teacher's contract has been involuntarily reduced to part-time and the part-time teacher also meets enrollment criteria established by the insurance carrier.

I. Background Checks

The costs associated with obtaining required background check renewals for existing employees shall be borne by the Governing Board.

ARTICLE III: Paid Leaves & Days

A. General Terms on Paid Leaves

Teachers on leave shall be allowed to continue their group insurance coverage and will be responsible for making monthly premium payments to the EES Business Office ten (10) days prior to the monthly due date.

B. Annual Leave

1. Annual Allotment: A teacher shall be entitled to an Annual Allotment of thirteen (13) paid Annual Leave days each contract year ("Annual Allotment"). Part-time teachers will receive Annual Leave days on a prorated basis which shall be calculated by dividing the amount of time worked by the part-time teacher by the time worked by a teacher on a full-time contract to determine the part time teacher's annual leave entitlement.
2. The above Annual Leave days shall be subject to the following parameters:
 - a. Annual Leave may only be used for personal illness, family illness (as defined by the Family and Medical Leave Act of 1993), or to conduct personal or civic affairs that cannot be scheduled outside of the school day.
 - b. If a teacher leaves school before working 3 1/2 hours, he/she will be docked 1 leave day. If the teacher leaves school after working 3 1/2 hours, he/she will be docked 1/2 leave day.
 - c. Prior to taking a leave day, the teacher shall report his/her absence to the appropriate parties.
 - d. If a teacher uses more than three consecutive Annual Leave days, the teacher will be required to submit a physician's order permitting the teacher to return to work without restrictions.
 - e. It is not the intent of Annual Leave to extend school vacation periods or holidays. However, it is understood that exceptions may be considered by the Executive Director on a case-by-case basis. These exceptions will be requested at least two business days prior to the leave date except in cases of emergency. In such emergency situations the teacher will notify the Executive Director or Designee and will follow-up with a written request to the Executive Director.
 - f. Annual Leave granted but unused by the end of the school year shall accumulate as "accumulated sick leave days" up to a maximum of ninety (90) days with the following exception: If a teacher accumulated more than 90 days by the end of the 2004-05 school year this accumulated number is his/her individual cap.
 - g. Each teacher must exhaust all but one day of Annual Leave before using any of that teacher's accumulated sick leave. One day may be saved for non-sickness leave. Accumulated sick leave may be used only for personal illness or illness in the employee's family. Family shall be defined by the Family and Medical Leave Act of 1993.
3. Summer School: The leave days referred to hereinabove shall accrue only to teachers on a regular teaching contract. Teachers employed during the summer months shall not receive paid leave days.
4. Transfer of Days: A teacher shall be entitled to transfer five (5) days accumulated sick leave gained in previous teaching positions from any school corporation beginning with his/her second year and each succeeding year until the accumulated days to which the teacher was entitled at his/her last employment are exhausted.
5. Sick Leave Bank:
 - a. A sick leave bank, for serious illness or accident involving the employee or certain family members as defined by the Family Medical Leave Act (FMLA), shall be established for all members of the bargaining unit who voluntarily contribute one (1) day of their annual leave days to the bank. All accumulated leave days must be used and an additional five days without pay is required prior to the teacher requesting additional sick leave days from the bank.
 - b. At the beginning of each new school year the borrowing teacher will pay back at least five (5) days to the bank until the borrowing teacher has paid back 75% of the borrowed time.

C. Annual Leave Buyback

The Board will buy unused Annual Leave Allotment days at the end of each school year at \$75 per day for teachers with an Unused Annual Leave Accumulation of ninety (90) days or more. A letter will be sent to members outlining the number of days being bought back. The money shall be deposited into the teacher's Health Savings Account (HSA) through the South Central Indiana School Trust by July 15th of each year. If the teacher does not participate in a HSA through the South Central Indiana School Trust, the funds will be deposited in the teacher's 501(c) VEBA plan by July 15th of each year.

D. Adoptive Leave

When a child is adopted by a teacher and the adopted child has not been a member of the family and has not been residing in the teacher's residence, the teacher is entitled to use up to thirty (30) Accumulated Sick/ Annual Leave days immediately following the legal date of adoption.

E. Personal Injury Leave

Teachers scheduled to work, but unable to perform the functions of assigned duties because of medical restrictions imposed by a physician as the result of an injury while carrying out the functions of assigned duties with Earlywood Educational Services will be compensated at the teacher's daily rate for up to five consecutive working days following the injury. These days off will not be charged against sick leave. Following the first five working days of a teacher's absence, due to a work related injury, the teacher may elect to use their annual leave to make-up any loss of income to which they would have normally been entitled. This is considered to be the difference between Worker's Compensation payments and the teacher's contractual per diem pay.

The Board may require an independent medical or psychological examination at the Board's expense, if there is a question as to the condition of the teacher at any time. A teacher must comply with the Worker's Compensation reporting provisions in order to receive the benefits enumerated under it.

F. Paid Professional Leave

A teacher may apply to the Executive Director to attend educational meetings or conventions or to visit other schools, not to exceed three (3) school days in a school year. However, the Executive Director may at his/her discretion grant additional days during a school year.

In the event that the teacher is asked to attend a professional meeting by the Administration, a stipend will be awarded to the employee to cover all approved expenses. These Administrative requests would not be counted as part of the three school days allowable to each teacher under this Professional Leave.

The Professional Leave form should be submitted to the Executive Director at least one week prior to the registration deadline date of the meeting in order to determine appropriate stipend amount.

G. Paid Bereavement Leave

Bereavement Leave shall be granted to the teacher for death in the immediate family, which shall include husband, wife, mother, mother-in-law, father, father-in-law, brother, sister, son, daughter, grandparents, grandchildren, or any person residing in the household of the teacher, for a period extending not more than five (5) school days beyond such death. Two (2) of the five (5) days may be taken at a later time, provided the days are taken within one (1) year of the death.

Bereavement leave shall be granted to the teacher for death of the teacher's brother-in-law, or sister-in-law, aunts, uncles, nieces, nephews and 1st cousins for a period extending not more than three (3) school days within seven (7) consecutive calendar days beyond such death.

Time for funerals of relatives or persons other than those in the immediate family, or additional time for death in the immediate family, may be permitted upon approval by the Executive Director.

H. Jury Duty Leave

When a teacher is called for jury duty, the Board shall pay the teacher the full wages for the day and the teacher will remit the amount s/he is paid for serving on jury duty to the Board.

I. Legal Proceedings Leave

Professional staff may be required to provide information, or testify at legal proceedings including special education due process hearings, resolution meetings, mediations, deposition meetings, appearances mandated by subpoena, administrative hearings, or formal witness preparations that are facilitated by an attorney.

If such proceedings occur during the school year, the teacher shall be released from his/her assignment

to respond to the legal matters related to his/her work. If such proceedings occur outside of the contracted work day/year, the teacher shall be compensated at his/her current salary rate for the hours or days s/he are required to attend such proceedings. Attendance at case conference outside the normal work day/year will continue to qualify for compensation time as outlined in Board policy.

If the teacher is compensated for his/her contribution to such proceedings by order of the court or by officers of the court, the Board shall pay the teacher the full wages for the day and the teacher will remit the amount s/he is paid for serving to the Board. If the legal proceeding is not related to their assigned duties, and occurs during the contracted work period, the teacher may request Annual Leave to attend the legal proceeding.

J. Association Leave

The Association president, or his/her designee, shall be provided with five (5) days of leave, without loss of pay, for Association business. Request for Association Leave shall be made one (1) day prior to such leave.

K. School Psychologist Paid Days

The School Psychologist may receive School Psychologist Paid Days if approved by the Executive Director. The duties to be performed by a school psychologist who received School Psychologist Paid Days are set forth in the Administrative Guidelines.

L. Speech Pathologist Paid Days

The Speech Pathologist may receive Speech Pathologist Paid Days if approved by the Executive Director. The duties to be performed by a speech pathologist who received Speech Pathologist Paid Days are set forth in the Administrative Guidelines.

M. Transition Teachers Paid Days

The Transition Teachers may receive Transition Teacher Paid Days if approved by the Executive Director. The duties to be performed by a transition teacher who receives Transition Teacher Paid Days are set forth in the Administrative Guidelines.

N. Teacher Paid Days

The Teachers may receive Itinerant Teacher Paid Days if approved by the Executive Director. The duties to be performed by an itinerant teacher who receives Itinerant Teacher Paid Days are set forth in the Administrative Guidelines.

Article IV: Retirement Eligibility and Benefits

A. Eligibility

To be eligible for Retirement benefits under this section, a teacher:

1. Must be at least fifty-five (55) years of age at the beginning of the school year in which they are to receive benefits, or younger, if physically disabled as certified by a licensed physician;
2. Must be a full-time teacher with at least fifteen (15) years of creditable teaching experience with Special Services, Johnson County and Surrounding Schools, including continuous years of experience with participating school corporations.

B. Notice of Retirement

1. The teacher must notify the Executive Director in writing of his/her intent to retire on or before December 1 of the school year the teacher intends to retire. However, the Board, at its discretion, and on a case-by-case basis, may allow a teacher to rescind such notice;

2. The employee may request that the intent to retire will not be made public until January of the actual year of retirement;
3. In case of special circumstances, the Executive Director may approve a request to retire without
4. the teacher giving prior notice

C. Savings Match Benefit

1. All teachers shall have the option of investing in a Health Savings Account (HSA) OR a 403b up to the maximum allowable under Federal Law. These employee contributions will be deposited at each scheduled pay period into the account designated by the employee. The employee amount must be contributed by June 30th of the current contract year.
2. The Board will match such teacher contributions on a dollar for dollar basis to the Board maximums according to the following chart. The match is based on total years of service at EES and is prorated for part time employees. The match will be deposited by the Board into a Health Savings Account (HSA) OR 501 (c) (9) VEBA account by July 15th of each year. If the employee contributes less than the maximum allowable match by June 30th, the Board will match the amount the employee contributed.

<u>Years</u>	<u>Contribution</u>	<u>Match</u>
0-5 Years	\$ 700	\$ 700
6-10 Years	\$ 750	\$ 750
11-15 Years	\$ 800	\$ 800
16+ Years	\$ 850	\$ 850

3. Once contributions are made into a 501 (c) (9) VEBA account by the teacher and the Board on behalf of the teacher, all assets of the 501 (c) (9) VEBA account become the property of the teacher and, in the event of death, his/her s p o u s e . Lacking same, the Board contributions will revert back to EES.
4. Once contributions are made into a Health Savings Account by the teacher and the Board on behalf of the teacher, all assets of the Health Savings Account become the property of the teacher.

D. Upon retirement, the teacher and his/her spouse may choose to participate in the Board approved health, dental, vision and life insurance(s) subject to the terms and conditions of the insurance carrier, by paying the total monthly premiums directly to the insurance company per their procedure.

E. If the retiree should die and the surviving spouse was enrolled in the health, dental or vision insurance plan at the time of the retiree's death, the spouse shall be allowed to continue health, dental, and/or vision insurance(s) subject to the terms and conditions of the insurance plan, by paying the total monthly premium directly to the insurance company per their procedure.

ARTICLE V: Grievance Procedure

A. Definition

A grievance is an alleged violation or claimed misinterpretation of a specific article or section of this Agreement.

B. Procedure

Step 1:

Within ten (10) working days of the time that the grievant knew, or reasonably should have known, of the grievance, the grievant shall present the grievance to the immediate supervisor during non-teaching hours. Within ten (10) working days after presentation of the grievance, the immediate supervisor shall orally answer the grievant. The grievant may have the exclusive representative accompany the grievant in presenting the grievance in this and any other step of this grievance procedure.

Step 2:

- a. Within five (5) working days of the oral answer, if the grievance is not resolved, it shall be stated in writing, signed by the grievant and submitted to the immediate supervisor on the form provided by Special Services.
- b. The grievance shall:
 - 1) Name the teacher involved;
 - 2) State the facts giving rise to the grievance;
 - 3) Identify the specific provisions of this Agreement alleged to be violated;
 - 4) State the contention of the grievant with respect to the grievance; and
 - 5) Indicate the specific relief requested.
- c. Within ten (10) working days after receiving the written grievance, the immediate supervisor shall communicate his/her answer in writing to the grievant.

Step 3:

- a. If the grievance is not resolved in Step 2, the grievant may, within five (5) working days of the receipt of the immediate supervisor's written answer, appeal to the Executive Director of the school by filing the grievance and the immediate supervisor's answer, along with any written response of the grievant to the answer of the immediate supervisor, with the Office of the Executive Director, which shall receipt therefore.
- b. The Executive Director, or his/her designated representative, shall give the grievant an answer in writing no later than ten (10) working days after receipt of any written grievance properly filed
- c. with the Executive Director's office. The Executive Director, or designee, at his/her discretion, may convene a meeting with the teacher prior to ruling on the grievance.

Step 4:

- a. Within ten (10) working days after receiving the decision of the Executive Director, an appeal from the decision may be made to the Board. The Board shall hold a hearing on the grievance at a regular or special meeting, at the Board's option, and render its decision in writing to the grievant. The Board may not consider any evidence that was not presented in Step 3.
- b. Hearings
Hearings shall be conducted at a time and place, which will afford a fair, and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Hearings shall be conducted during non-school hours, unless there is mutual agreement for other arrangements.
- c. Time Limits
 1. Time limits herein may be extended only by mutual written agreement, signed by the parties.
 2. If there is a failure at any step to communicate the decision on a grievance within the specified time limit, the grievant shall then have the right to appeal at the next step of the procedure.
 3. Any grievance not advanced from one step to the next within the time limits, shall be deemed resolved by the answer at the previous step.

4. Any grievance, which arose prior to the effective date of this Agreement, shall not be processed.
 5. Any grievance not presented in Step 1 within ten (10) working days of the time the grievant knew or reasonably should have known of the grievance, or any grievance not submitted in writing in Step 2 within ten (10) working days of its submission in Step 1, shall be deemed waived and shall not be processed.
- d. Miscellaneous Provision of Grievance Procedure.
No documents, communications or records dealing with a grievance shall be filed in the personnel file of any participant.

Term of Agreement

The term of this agreement shall begin on July 1, 2019 and shall continue in full force and effect through June 30, 2020.

This Agreement is made and entered into at Franklin, Indiana by and between Earlywood Educational Services, by and through its Governing Board, heretofore referred to as "the Board", and the Johnson County Special Services Education Association, an affiliate of the Indiana State Teachers' Association, and the National Education Association, hereto referred to as "the Association". The Agreement was ratified by the Association on September 30, 2019 and approved by the Board on October 2, 2019.

IN WITNESS WHEREOF, the parties hereto set their hands and seals:

EARLYWOOD EDUCATIONAL SERVICES

By: _____
Dr. Paula Maurer
President, Governing Board
Date

By: _____
Dr. Angie Balsley
Executive Director and Chief Negotiator for the Board
Date

JOHNSON COUNTY SPECIAL SERVICES EDUCATION ASSOCIATION, AN AFFILIATE OF THE INDIANA STATE TEACHERS' ASSOCIATION, AND THE NATIONAL EDUCATION ASSOCIATION

By: _____
Mrs. Lori Houston
President, Teacher's Association
Date

By: _____
Mrs. Lisa Whitlow-Hill
Chief Negotiator for the Association
Date

APPENDIX A: ECA Schedule

Activity	Compensation
Supervision of School Psych Interns	\$600 (\$300 per semester)
Supervision of Clinical Fellows	\$600 (\$300 per semester)
Supervision of Student Teachers/Practicum Students	\$300 (\$150 per semester)
Mentor	\$300 (\$150 per semester) per mentee
Primary Evaluator	\$180 per evaluation per year (\$90 per semester)
Peer Coach	\$300 per year (\$150 per semester)
Summer Committee Work	\$100 (\$50 for half day)
Summer Training	\$100 (\$50 for half day)
Summer Psych Evaluations	\$350
Summer Speech Evaluations	\$175
Summer Developmental Assessments	\$50 per assessment + \$25 for a 30 minute observation of student.
First Year CCC or HSPP licensure	\$750
Professional Development Trainer	Hourly Rate
Extended Mileage Compensation	Up to \$2,500 annually
Bilingual Support Services	\$750 annually
See Administrative Guidelines for additional information on ECA schedule stipulations.	