

CONTRACT

BETWEEN

**THE BOARD OF EDUCATION OF THE
NORTHWESTERN CONSOLIDATED SCHOOL DISTRICT OF SHELBY COUNTY**

AND

TRITON CENTRAL TEACHERS' ASSOCIATION

2021-22

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* This table of contents is included as an item of information only and shall not be construed in any aspect or manner as part of this Contract, nor was this Table of Contents bargained between the parties hereto.

ARTICLE I

Recognition

The school employer recognizes the Triton Classroom Teachers' Association as the exclusive representative of certificated school employees in the following bargaining unit:

All certificated employees, as defined in PL 217, in Northwestern Consolidated School District of Shelby County, except for Superintendent, Central Office Administrators, Building Principals, Assistant Principals, Athletic Director, Alternative School Supervisor, School Counselors, Title I Director and Substitute Teachers

ARTICLE II

Definitions

As used in this Contract:

1. "School employer" means the Board of Education of the Northwestern Consolidated School District of Shelby County, and any person(s) authorized to act for said body in dealing with its employees.
2. "School Corporation" means the Northwestern Consolidated School District of Shelby County of the County of Shelby of the State of Indiana.
3. "Certificated school employees" and "teacher(s)" mean the certificated personnel employed by the school employer in the bargaining unit as defined in Article I of this Contract.
4. "School employee organization" means any organization which has said certificated school employees as members and one of whose primary purposes is representing said certificated school employees in dealing with the school employer, and includes any person or persons authorized to act on behalf of such organizations.
5. "Association" means the school employee organization which has been certified or recognized as the exclusive representative of said certificated school employees, or the person or persons duly authorized to act on behalf of such representative.

ARTICLE III

Salary and Wages

- A. **Salary Schedules for 2021-22.** See "Appendix A" which is attached hereto and made part hereof.
- B. **NWCSD Compensation Model.** See "Appendix B" which is attached hereto and made part hereof.
- C. **Extracurricular Pay Schedule-** See "Appendix C" which is attached hereto and made part hereof.
- D. **Mileage-** Reimbursement for authorized travel shall be at the Current IRS approved rate.
- E. **Retirement Severance Benefit** - An individual who is employed as a bargaining unit member at the time of retirement or severance from employment will be eligible for the following severance benefits provided the teacher has otherwise satisfied the requirements and conditions described below.

1. Group Health Insurance - Immediately following severance, the teacher and his/her spouse, if any, shall have the option of remaining in the Corporation's current group health insurance plan if all of the following conditions are met as of the date of severance thereafter:
 - a. While the retired teacher and spouse, if any, remain enrolled in the health insurance plan, the retired teacher and spouse shall pay the entire insurance premium prior to the due date each month, or, at the teacher's option, on an annual basis prior to the start of each school year. Payment must be made to the school corporation's business office.
 - b. When a retired teacher first becomes eligible for Medicare, the teacher's eligibility to continue to participate in the Corporation's group health insurance plan shall terminate, if not earlier terminated according to applicable law. (The same termination of eligibility shall also apply when a retired teacher's spouse first becomes eligible for Medicare.) It is acknowledged that the parties intend these provisions to comply with applicable federal and state laws that establish an eligible teacher's right to continue health insurance for the teacher and spouse, including if otherwise applicable, Indiana Code 5-10-8-2.6. Therefore, this right to extended coverage shall not override any rights to continuing health care coverage as required by COBRA.

F. 403 (b) Retirement Annuity Plan

1. Each teacher may elect to make a salary reduction election and make tax deferred contributions, to a plan described in section 403(b) of the Internal Revenue Code (the "Code") to the maximum limits allowed by the Code.
2. However, in order to receive the school district's 401(a) retirement contribution as described below in Section H the teacher will be required to contribute at least 1% of their salary each year that the school corporation maintains its 401(a) contribution.

G. Buy Out of Prior Agreement's Retirement Benefits

1. Elimination of Prior Agreement's Retirement Bridge and Severance Benefit - the Board and the Association specifically reserved the authority to revise or terminate the benefits contained in earlier agreements. Exercising this authority, the Board and the Association now confirm that Section G. Retirement Bridge Program described in same of the prior agreement is terminated and shall not apply to any teacher retiring or severing employment after the first day of the 2004-05 school year, except as otherwise specifically provided in this Section. Those teachers who retired or severed employment before the effective date shall only be entitled to the retirement benefits contained in the prior agreement as of the time of his or her retirement, but may be otherwise revised from time to time.
2. Entitlement to Retirement Benefits and Vesting Requirements- Upon retirement from the Northwestern Consolidated School Corporation, a teacher shall be fully vested in the retirement benefits described in this section if the retiring teacher has satisfied the following requirements:
 - a. In the year (September 1-August 31) of the teacher's retirement, the retiring teacher must be 54 years of age.
 - b. Immediately prior to retirement, the teacher must have completed not less than (15) full years of service as a professional educator with the Northwestern Consolidated School Corporation, and at least twenty (20) years of total teaching experience which the Corporation has granted credit.
 - c. The retiring teacher must submit a written letter of intent of retirement no later than July of the year prior to when the retirement is to begin, with the final letter submitted by May 1 of the year of retirement. However, in the event a teacher is unable to give the required notice because of an accident, ill health, or for another unforeseen reason, the Board may accept the

teacher's late letter of retirement. If special circumstances occur (illness, change in status, etc.) the employee may rescind the final letter before June 1 of the year of the retirement.

3. Buyout Contributions-

- a. **401(a) Plan.** The school corporation shall establish a qualified retirement plan as described in section 401(a) of the Code. Seventy percent (70%) of the total sum of the amount calculated by Financial Services Corporation as the present value for the retirement bridge benefit shall be contributed by the school corporation to the 401(a) plan by the 30 day, January, 2004. The 401(a) plan's terms and conditions for the administration of the 401(a) plan shall be as follows:
- i. The amount calculated for each employee will be invested in a separate account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the 401(a) Plan.
 - ii. The Board shall make equal contributions on each regularly scheduled pay day throughout the school year, and will complete its contributions with the last pay day of the school year.
 - iii. Until such time that an employee has retired and satisfied the eligibility requirements set forth in subsection 2 of this Section, the employee shall have no access to the assets held in his or her separate 401(a) plan account.
 - iv. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in subsection 2 of this Section G, the terminated employee's 401(a) plan account shall be forfeited. The forfeited amounts shall be returned to the school corporation to be used to offset future ongoing contributions.
 - v. Following retirement and the satisfaction of the requirements set forth in subsection 2 of this Section, a retired employee may elect to commence distributions from his 401(a) plan account. If an employee dies after having satisfied the requirements of subsection 2(a) and (b) of this Section, the deceased employee's 401(a) plan account shall be distributable to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made. At no time may a participant borrow from his 401(a) plan account.
 - vi. The school corporation shall not be paid any compensation for its services performed on behalf of the 401(a) plan. All costs incurred in the administration of the 401(a) plan and investment fees shall be paid from the 401(a) plan assets.
 - vii. If employee dies before having satisfied the requirements of subsection 2(a) and (b) of this section, the deceased employee becomes 100% vested and the deceased employee's 401(a) plan shall be distributable to the decedent's beneficiary or to his/her estate if no beneficiary designation has been made.
- b. **VEBA.** The school corporation shall contribute to a voluntary employees' beneficiary association ("VEBA") as described in section 501(c)(9) of the Code, that amount representing thirty percent (30%) of the Retirement Bridge Benefit as calculated for all employees under subsection 3 above. The terms and conditions for the administration and operations of the VEBA shall be as follows:
- i. The amount calculated for each employee will be invested in a separate account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the vendor for the VEBA.
 - ii. The Board shall make equal contributions on each regularly scheduled pay day throughout the school year, and will complete its contributions with the last pay day of the school year.

- iii. Until such time that an employee has retired and satisfied the eligibility requirements set forth in subsection 2 of this Section H, the employee shall have no access to the assets held in his or her separate VEBA account.
- iv. Following retirement and the satisfaction of the requirements set forth in subsection 2 of this Section, a retired employee may use the amounts held in his/her separate VEBA account to pay all amounts permitted by the IRS and the VEBA carrier including but not limited to, health insurance premiums, term life insurance premiums, and to be reimbursed for unreimbursed medical expenses of the employee, spouse, and dependents. Furthermore, following the death of an employee who had otherwise satisfied the requirements of subsection 2(a) and (b) of this Section, any amounts remaining in the deceased employee's VEBA account may continue to be used to pay these premiums and expenses of the employee's spouse and dependents. At no time may the VEBA make loans to an employee, his/her spouse, or his/her dependents.
- v. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in subsection 2 of this Section G the terminated employee's VEBA plan account shall be forfeited. The forfeited amounts shall be returned to the school corporation to be used to offset future ongoing contributions.
- vi. The school corporation shall not be paid any compensation for its services performed on behalf of the VEBA. All costs incurred in the administration of the VEBA and investment fees shall be paid from the VEBA assets.
- vii. If employee dies before having satisfied the requirements of subsection 2(a) and (b) of this section, the deceased employee becomes 100% vested and the deceased employee's 401(a) plan shall be distributable to the decedent's beneficiary or to his/her estate if no beneficiary designation has been made.

H. Retirement Savings 401(a) Annuity Plan

- 1. The School Corporation shall establish a qualified plan as described in section 401(a) of the Code.
- 2. The Board agrees to contribute 1.125% annually. The Board shall make equal contributions on each regularly scheduled pay day throughout the school year, and will complete its contributions with the last pay day of the school year. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the 401 (a) Plan.
- 3. Each bargaining unit member is considered vested in these individual 401(a) accounts upon signing the sixth consecutive contract.
- 4. If the employee leaves the corporation before becoming fully vested in the plan, the plan account shall be forfeited. The forfeited amounts shall be returned to the school corporation to be used to offset future ongoing contributions.
- 5. If employee dies before having satisfied the requirements of subsection 2(a) and (b) of this section, the deceased employee becomes 100% vested and the deceased employee's 401(a) plan shall be distributable to the decedent's beneficiary or to his/her estate if no beneficiary designation has been made.

I. VEBA

- 1. The school corporation shall establish a qualified Welfare Benefits Plan as described in Section 501(c) 9 of the IRS Code.

2. The Board agrees to contribute 1.125% of each bargaining unit member's base salary into each individual's separate Welfare Benefits Account. The Board shall make equal contributions on each regularly scheduled pay day throughout the school year, and will complete its contributions with the last pay day of the school year. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the Welfare Benefits Plan.
3. Each bargaining unit member is considered vested in these individual Welfare Benefit accounts upon signing the sixth consecutive contract.
4. If the employee leaves the corporation before becoming fully vested in the plan, the plan account shall be forfeited. The forfeited amounts shall be returned to the school corporation to be used to offset future ongoing contributions.
5. If employee dies before having satisfied the requirements of subsection 2(a) and (b) of this section, the deceased employee becomes 100% vested and the deceased employee's 401(a) plan shall be distributable to the decedent's beneficiary or to his/her estate if no beneficiary designation has been made.

J. Severance Pay- Severance pays shall be provided to a retiring teacher according to the following requirements and provisions:

1. Unused accumulated sick leave days and payment for years of service in this school corporation will be paid upon retirement as stipulated below, provided the retiring teacher has reached the age of 54 and has a minimum of six (6) years of teaching experience in this school corporation;
2. The retiring teacher must submit a written letter of intent of retirement by May 1 of the year of retirement. If special circumstances occur (illness, change in status, etc.) employee may rescind final letter before June 1 of the year of retirement.
3. Permanent retirement must be evidenced and application for retirement benefits must have been made by said teacher to the Indiana State Teachers Retirement Fund Board;
4. Said notification date and minimum age requirement as provided herein may be waived by the school employer in case of permanent retirement due to disability;
5. Payment will be based upon the accumulated sick and personal leave totals as of the last day of the last school year of employment and upon the number of years of teaching service in this school corporation as follows:
 - a. Unused Accumulated Sick and Personal Leave—Highest rate paid by NWCS D to substitute Teachers;
 - b. Each Year of Teaching Service In This School Corporation—\$60.00.
6. Said total severance pay under this provision shall not, however, exceed the sum of Ten Thousand Five Hundred Dollars (\$10,500.00).

Upon the death of said teacher otherwise eligible for additional severance pay, said pay will be paid to the teacher's estate.

After the amount has been determined in accordance with this section, \$2,000 shall be deducted and paid in cash to the teacher as part of the final teacher's pay. The balance shall be deposited as part of the teacher's final pay into the teachers 401(a) and Welfare Benefits accounts based upon the following: 50% into the teacher's 401(a) account and 50% into the teacher's Welfare Benefits Account.

| Buy Out | | Severance | | 2.25% Contribution | |
|---------|------|-----------------------|------|--------------------|------|
| 401 (a) | VEBA | Post Severance 401(a) | VEBA | 401(a) | VEBA |
| 70% | 30% | 50% | 50% | 50% | 50% |

K. Indiana State Teachers Retirement Fund- The school employer shall pay the teacher's contribution share of three percent (3.00%) of the individual teacher's contract directly to the Indiana State Teachers Retirement Fund. The

extra-curricular pay schedule herein contained in Appendix C and to the extent allowed by law, the additional retirement pay herein contained in Article III, Section J, include three percent (3.00%) of said amounts to be paid directly to the Indiana State Teachers Retirement Fund by the school employer on behalf of each affected teacher for payment of the teacher’s share of such retirement contribution.

- L. I.R.S. Section 125-** A teacher or teacher retiree may participate in this school corporation’s flexible benefits plan, with all administration fees paid by the participating teacher(s). Such plan shall be solely determined and adopted by the Board under the provisions of Section 125 of the Internal Revenue Service Code. The plan will provide for the following benefits, through salary reduction agreements: The employee share of group insurance premiums; medical care reimbursement accounts; dependent care assistance accounts; and other benefits provided through the plan.
- M. Classroom Coverage-** In the event that a teacher covers a classroom due to a substitute teacher shortage, the teacher shall receive a stipend proportionate in value to the coverage time or load. A teacher covering one period of a class with 6 sections would receive 1/6 of the substitute pay in effect. A teacher absorbing students from another classroom would receive a portion of the substitute daily rate equal to the proportion of students absorbed from the uncovered classroom. Classroom coverage compensation will begin following the acceptance of the contract by the Board of Trustees.

ARTICLE IV

Salary and Wage Related Fringe Benefits

- A. Medical Insurance-** School employee will be responsible for amount indicated below toward the cost of hospital, surgical, and medical care type insurance, including major medical, for each full-time teacher employed under regular contract and enrolled in the school corporation’s group medical plan. Any insurance increase will be assessed on a pro-rated basis based upon the current percentage between the employee and the employer until the current contract is settled.

| | Annual Premium | Corporation Share | Employee Share | Bi-Weekly |
|------------------------------|--------------------|--------------------|--------------------|-----------------|
| PPO 1 PLAN | | | | 26 Pays |
| \$750 PPO 1 PLAN | | | | |
| EMPLOYEE | \$14,784.00 | \$12,906.43 | \$1,877.57 | \$72.22 |
| \$1,500.00 PPO 1 PLAN | | | | |
| EMPLOYEE & CHILD | \$23,508.00 | \$12,670.81 | \$10,837.19 | \$416.82 |
| EMPLOYEE& SPOUSE | \$30,204.00 | \$16,068.53 | \$14,135.47 | \$543.68 |
| FAMILY | \$38,496.00 | \$20,056.42 | \$18,439.58 | \$709.22 |
| PPO 2 PLAN | | | | |
| \$1,500 PPO 2 PLAN | | | | |
| EMPLOYEE | \$11,220.00 | \$9,716.52 | \$1,503.48 | \$57.83 |
| \$3,000.00 PPO 2 PLAN | | | | |
| EMPLOYEE & CHILD | \$18,924.00 | \$11,203.01 | \$7,720.99 | \$296.97 |
| EMPLOYEE& SPOUSE | \$23,844.00 | \$14,091.80 | \$9,752.20 | \$375.09 |
| FAMILY | \$30,300.00 | \$17,543.70 | \$12,756.30 | \$490.63 |

| HDHP 1 PLAN | | | | |
|--------------------------------|-------------|-------------|------------|----------|
| \$3,400.00 HDHP 1 PLAN | | | | |
| EMPLOYEE | \$9,960.00 | \$8,983.92 | \$976.08 | \$37.55 |
| \$6,750.00 HDHP 1 PLAN | | | | |
| EMPLOYEE & CHILD | \$16,512.00 | \$11,129.09 | \$5,382.91 | \$207.04 |
| EMPLOYEE& SPOUSE | \$20,928.00 | \$14,105.47 | \$6,822.53 | \$262.41 |
| FAMILY | \$26,928.00 | \$17,772.48 | \$9,155.52 | \$352.14 |
| HDHP 2 PLAN | | | | |
| \$6,000.00 HDHP 2 PLAN | | | | |
| EMPLOYEE | \$8,364.00 | \$7,510.87 | \$853.13 | \$32.82 |
| \$12,000.00 HDHP 2 PLAN | | | | |
| EMPLOYEE & CHILD | \$13,776.00 | \$11,075.90 | \$2,700.10 | \$103.85 |
| EMPLOYEE& SPOUSE | \$17,580.00 | \$14,116.74 | \$3,463.26 | \$133.21 |
| FAMILY | \$22,596.00 | \$17,783.05 | \$4,812.95 | \$185.12 |

B. Term Life Insurance- The Board will pay toward the cost of term life insurance in the amount of \$50,000.00 coverage, including AD & D, per full-time teacher employed under regular contract and enrolled in the school corporation's group term insurance plan, with the teacher paying no more than One Dollar (\$1.00) per year. If approved by the school corporation's term insurance carrier, a teacher shall be allowed to purchase additional coverage, at the teacher's sole expense, through payroll deduction.

C. Long-Term Disability Insurance- All but one dollar (\$1.00) of long-term disability premium cost up to a two hundred thirty dollar (\$230.00) maximum will be paid by the school employer toward the cost of long-term disability insurance for each full-time teacher employed under regular contract and enrolled in the school corporation's group long-term disability insurance plan. All teachers in the bargaining unit shall participate in this plan. The Long-Term Disability Insurance policy cap shall escalate to the top base salary for teachers.

D. Paid Time Off (PTO) - Each full-time teacher employed under regular contract shall be entitled to thirteen (13) days each year of employment without loss of compensation. If in any one school year the teacher shall be absent for less than the prescribed number of days, three (3) of those days may roll over to the next year (maximum accumulation of 16 PTO days per year) and all others will accumulate as sick days only, with a maximum of two hundred (200) days. Said teacher employed for only a portion of the school year shall be entitled to only a proportionate number of PTO days, and unused days will be accumulative as specified herein. A teacher employed for a term of not less than 210 days shall be granted one (1) additional day of PTO. In the event any teacher shall have accumulated one or more days of sick leave in another school corporation of this state and shall thereupon become employed in this school corporation, there shall be added for the second year and each year thereafter of such employment up to three (3) days of PTO until the number of accumulated days to which a teacher was entitled in the last place of employment shall have been exhausted. ***Transferred days will be used for sick leave and not for severance or retirement purposes.***

Up to a total of twenty (20) days of the teacher's legally accumulated PTO or sick leave may be used in each school year in the event of illness involving the teacher's spouse, children, siblings or parents. Such days will not be accumulative. The teacher shall specify to the principal or his designee when such days are used for the purpose stipulated herein.

Attendance incentive: If a teacher has accumulated at least one hundred eighty (180) sick leave days at the end of the previous school year, the teacher may trade up to ten (10) of those days per school year at the highest rate paid by NWCS D to substitute teachers. The teacher shall notify the Superintendent in writing prior to the first payday of the school year of the teacher's intent to trade a number of days. The amount of the attendance incentive is to be added to the teacher's contract to be paid biweekly.

E. Bereavement Leave-

1. In the case of death in the immediate family of a regularly employed teacher, the teacher is entitled to be absent without loss of compensation for a period extending not more than five (5) school days beyond such death, for the purpose of attending the last memorial rites and attending to other personal matters of the immediate family member, provided, however, that such memorial rites occur while said teacher is performing duties as assigned by the school employer under a valid teacher's contract; and that said memorial rites do not occur during the time when said teacher is absent from assigned duties due to vacation, or leaves of absence, which may have been previously granted or approved by the school employer. (School holidays falling in this period shall be counted as school days.) "Immediate family" is defined as by blood, marriage, or adoption: spouse, children, (includes in-laws and step) parents, siblings, grandchildren, grandparents, or others living in the Employee's household. A teacher may choose to use one (1) of the five (5) bereavement days at a later time to handle matters related to the death of the family member by notification in writing within four (4) school days of the death. Upon such notification the fifth (5th) bereavement day shall be converted to a personal day.
2. In the case of the death of an uncle or aunt, niece, or nephew not living in the household of the teacher, the teacher is entitled to be absent two (2) days without loss of compensation, provided, however, said teacher does attend in person the last memorial rites of the stated family member not living in the household of said teacher; that said memorial rites occur while said teacher is performing duties as assigned by the school employer under a valid teacher's contract; and that said memorial rites do not occur during the time when said teacher is absent from assigned duties due to vacation, or leaves of absence, which may have been previously granted or approved by the school employer.

F. Jury Duty- A teacher called for grand or petit jury duty shall, during the required period of absence from assigned duty by the school employer, be paid full regular salary less the total amount of per diem allowance earned by such teacher for jury duty.

G. Temporary Disability Leave- Upon application, and approval by the school employer, a temporary disability leave of absence shall be granted to teachers of this school corporation on the following basis:

1. Application of Provisions
 - a. This provision shall apply to leave in all cases where a teacher is unable to teach because of a disability substantial in nature or duration, including major surgery, pregnancy, childbirth, illness, or injury.
 - b. In case of temporary disability caused by pregnancy, said teacher is entitled to a leave of absence any time between the commencement of her pregnancy and one (1) year following the birth of the child, provided said teacher submits with timely notice as provided herein, a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. If said teacher elects to utilize her sick leave under the provisions of Paragraph 3 (b) herein, and said sick leave is exhausted during her temporary disability caused by pregnancy, said teacher may be absent without pay subject to all other provisions contained herein.

2. **Notification-** After determination that such leave is imminent, the teacher shall give timely notice to the Office of the Superintendent, in writing, of the anticipated date the teacher wishes to commence said leave of absence and anticipated date of return.
3. **General Provisions Covering Leaves Are As Follows:**
 - a. If a teacher desires to continue the teacher's duty assignment prior to the commencement of said leave, such notice must include a written statement from the teacher's physician attesting to the teacher's ability to continue performing the full schedule of the duties and responsibilities of the teacher's position and assignments. The teacher will be permitted to continue on full active duty until such date, provided the teacher does perform the full duties and responsibilities of the teacher's position and assignments and provides from time to time upon request of the school employer, additional certification from the teacher's physician of the teacher's full ability to continue performing the full schedule of the duties and responsibilities of the teacher's position and assignments. In the event that the teacher continues to teach with a condition of temporary disability, said teacher shall execute a hold harmless release to the school employer for any accident or injury, of whatever nature, which occurs to the teacher, and in case of pregnancy, to the fetus, as a result of said temporary disability or which affects said temporary disability.
 - b. Said teacher may elect to utilize the teacher's accumulated sick leave during the teacher's period of temporary physical disability provided a physician's statement and certification of physical disability is submitted to the Office of the Superintendent for any said temporary disability absence of more than ten (10) consecutive days. While on said leave, sick days will be paid only for the number of assigned duty days the teacher is absent for which a physician certifies said teacher to be physically disabled, limited to the extent of the number of sick leave days accumulated by the teacher at the time said leave commences. Additional statements of certification by a physician of the temporary physical disability of said teacher shall be submitted upon request of the school employer, except for temporary disability caused by pregnancy.
 - c. In all cases the school employer reserves the right to require an examination by a school employer-appointed physician(s) to determine the teacher's fitness (1) to continue performing the full schedule of the duties and responsibilities of the teacher's position and assignments, and/or (2) to return to employment and resume the full performance of the duties and responsibilities to which the teacher may be assigned. The cost of such examination shall be borne by the school employer.
 - d. Except for a temporary disability caused by pregnancy as is provided in Paragraph 1 (b) herein, no leave under this provision shall be granted for a period exceeding one (1) year.

H. Sick Leave Bank- A voluntary sick leave bank shall be established whereby a certificated school employee, as defined herein in Article I, who is absent from assigned duties due to personal illness and who has utilized all sick leave, personal leave, and all other paid leave benefits of whatever nature may petition a committee, as established herein, for sick leave days from the bank under the following conditions:

1. The number of accumulated days in the bank shall not exceed two hundred sixty (260) days, provided, however, that (a) a veteran teacher who is not a current member of the bank may become a member by contributing one (1) sick leave day to the bank not earlier than August 1st nor later than September 15th of any school year, and (b) a teacher who is newly hired in the school corporation shall have fifteen (15) days from the date of initial duty assignment, or until September 15th of any school year, whichever is later, during which time such teacher may choose to participate in the bank by contributing one (1) sick leave day, even though such contribution by such veteran or newly hired teacher would cause an accumulation of days in excess of the maximum specified herein;

2. Said employee may be granted days from the bank under the following conditions:
 - a. The teacher must have chosen to become a current member of and participate in such bank by contributing one (1) sick leave day to the bank not earlier than August 1st nor later than September 15th each year, and such day contributed shall be nonreturnable to the employee. However, in the event that the number of accumulated days in the bank at the beginning of a school year is of sufficient number that a contribution of one (1) sick leave day by all teachers who are current members of the bank would cause the maximum number of days specified hereinabove in Paragraph One (1) to be exceeded, the current year's contribution by all such current members shall be suspended, except that in case the bank is depleted during the school year, the current year's contribution shall be assessed at the time of such depletion;
 - b. The teacher must have utilized and exhausted all paid leave benefits of whatever nature, including said teacher's own accumulated sick leave and personal leave;
 - c. Written certification will be provided from said teacher's physician substantiating the illness and certifying that the absence will continue during a period of at least ten (10) consecutive days following the utilization and exhaustion of all said paid leave benefits as provided herein;
 - d. Written application must be made no later than twelve (12) days after exhaustion of said paid leave benefits;
 3. A four (4) member sick leave bank committee shall be established to receive written requests and allot days from the bank according to the provisions herein under guidelines established by the committee. The committee shall be composed of three (3) appointed by the association and one (1) person appointed by the superintendent. Days allotted by the committee to an individual employee shall be available for use beginning with the fifth (5th) consecutive day of absence after exhaustion of the employee's said paid leave benefits, and such allotment to a teacher by the committee shall not exceed a fixed maximum as is established by the committee. The committee shall be limited to a total allotment of two hundred sixty (260) days per year.
 4. Any days granted by the committee to an individual teacher shall terminate effective the earliest date as hereinafter provided:
 - a. The day after the last day of the term of employment for the school year, or
 - b. The day after the last day of allotted number of days granted by the committee, or
 - c. The first day of return to employment subsequent to the granting of days by the committee.
 5. After having met the maximum severance, a certificated school employee's unused sick days, after they have met their maximum severance, shall automatically be donated to the sick leave bank. Donated days that exceed the cap of two hundred sixty (260) days shall be placed in an unlimited reserve account. Days in the unlimited reserve may only be transferred to the sick bank at the start of the next school year, and only the amount of days needed to fill the sick leave bank to the maximum aforementioned, two-hundred sixty (260) days.
 6. The sick leave bank committee may, by simple majority vote, waive the consecutive day requirement of 2-c and the provisions of 4-c above.
- I. **Leave of Absence – Insurance Participation-** A teacher on leave of absence may continue his/her coverage under the school corporation's group insurance plan(s) provided the teacher remits the total monthly premium to the school corporation's business office prior to the due date each month.
- J. **Family All Sports Passes –** Certified Staff Members will receive one complimentary all sports pass. In return, the employee will supervise one athletic event, to be coordinated by the TCHS or TCMS Athletic Director.

ARTICLE V

Grievance Procedure

This Grievance Procedure, hereinafter referred to as "Procedure", stipulates the conditions under and the procedures by which grievances alleged by certain certificated school employees as defined in this Contract shall be processed. If any such grievances arise, there shall be no stoppage or suspension of work because of such grievances, but such grievances shall be submitted to the following grievance procedures.

I. DEFINITIONS- As used in this Procedure:

1. "grievance" means, and shall be limited to, an alleged violation of an express article or section of this written Contract, except where such article or section is exempt from this Procedure.
2. "Superintendent" means the chief administrative officer of the school corporation, or any person(s) designated by the superintendent to act in superintendent's behalf in dealing with school employees.
3. "Grievant" means the certificated school employee and association directly affected by the alleged violation making the claim.
4. "Day" means school employer assigned duty day of the teacher which occurs during the term of a teacher's individual contract, provided, however, that at all other times, "day" shall mean week day.
5. "Principal" means the head building administrator or the immediate supervisor of the teacher or any person(s) designated to act on behalf of the principal or immediate supervisor in dealing with school employees.

II. STRUCTURE

1. Nothing herein contained shall be construed as limiting the right of any certificated school employee having a grievance to proceed independently of this Procedure.
2. The grievant may be represented by any person(s) of the grievant's own choosing at all levels of the Procedure, limited however to a total of two (2) representatives.
3. There shall be no additional evidence, material, allegation, or remedy submitted by the grievant or the grievant's representative during the grievance process once a formal grievance has been filed at Formal Level One provided, however, that the Superintendent may waive said restrictions on additional evidence or material stipulated herein upon request of the grievant provided that the Superintendent determines said additional evidence or material was either not known or not available to the grievant at the time said grievance was filed at Formal Level One.

III. PROCEDURE- The number of days indicated at each level should be considered as maximum. The time limits specified may, however, be extended by mutual agreement of the grievant and school employer.

A. INFORMAL GRIEVANCE

Within seven (7) days of the time the grievant first knew or should have known of the act or condition upon which it is based, the grievant must present the grievance to the grievant's principal by meeting with the principal individually in an informal manner during nonteaching hours. The grievant may be accompanied by a representative as provided herein, provided the grievant's principal is informed in advance of the grievant's desire to have a representative present. Failure to so meet and discuss said alleged grievance as provided herein shall prevent the grievant from filing said alleged

grievance at any formal grievance level(s). Within seven (7) days after presentation of the grievance, the principal shall give the principal's answer orally to the grievant.

B. FORMAL GRIEVANCE

1. Level One

- a. Within five (5) days of the oral answer, or within twelve (12) days after presentation of the grievance at the Informal Level if no oral answer has been rendered, if the grievance is not resolved, it must be filed by the grievant with the principal in writing, signed by the grievant, on the appropriate grievance form. The written grievance shall name the certificated school employee involved, shall state the facts giving rise to the grievance, shall identify by specific reference all express articles or sections of this Contract alleged to be violated, shall state the contention of the grievant with respect to the provision(s) of said articles or sections, and shall indicate the specific relief requested.
- b. Within seven (7) days after receiving the written grievance, the principal shall communicate his answer in writing to the grievant.

2. Level Two

- a. In the event that the grievance is not resolved at Level One, or if no written decision has been rendered within the time limit provided, the grievant may appeal the decision to Level Two provided said appeal is filed with the superintendent within ten (10) days of receipt of the written answer at Level One or within seventeen (17) days after presentation of the grievance at Level One if no written answer has been rendered. The appeal shall include a copy of all materials and evidence previously submitted and a copy, at the same time, shall be given to the principal involved.
- b. The grievant shall submit the written claim, signed by the grievant, to the superintendent of schools. Within ten (10) days from the receipt of the grievance the superintendent shall render a written decision to the grievant as to the resolution of the grievance. The superintendent may hold a formal hearing(s) prior to the rendering of the written decision, and an additional fourteen (14) days beyond the ten (10) days shall be allowed if the superintendent determines further investigation is necessary.

3. Level Three

- a. In the event the grievance is not resolved at Level Two, or if no written decision has been rendered within the time limit provided, the grievant may submit the grievance to the school employer provided the grievant files said written appeal with the school employer within seven (7) days of the receipt of the superintendent's written answer, or, if no written decision has been rendered by the superintendent, either within seventeen (17) days or within thirty-one (31) days after presentation of the grievance at Level Two, whichever is applicable. Upon receipt of said appeal, the school employer shall consider and finally rule on the disposition of the grievance.

IV. MISCELLANEOUS

1. Decisions rendered at Formal Level One, Level Two, and Level Three of this Procedure shall be in writing.
2. All documents, communications and records dealing with the processing of a grievance shall be filed separate from the personnel files of the grievant.
3. All necessary forms for grievance procedures set forth in this Procedure shall be provided by the superintendent.
4. Failure at any level of this Procedure to render the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level, unless said time limits be extended by mutual consent of both parties. However, the grievance must be appealed by the grievant to the next level within the specified time limit for that level or said grievance shall be deemed resolved by the school employer's answer at the previous level and abandoned.

5. Any hearing at the Informal Level and at Formal Level One, Level Two, and Level Three shall be held during nonteaching hours unless otherwise directed by the school employer.
6. Certificated school employees shall follow all written and verbal directives, even if such directives are allegedly in conflict with this Contract. Compliance with such directives will not in any way prejudice the certificated school employee's right to file a grievance within the time limits herein, nor shall compliance affect the ultimate resolution of the grievance.
7. This Procedure supersedes and cancels all previous grievance policies or procedures, verbal or written, or based on alleged past practices or procedures and constitutes the entire procedure for the processing of grievances.

ARTICLE VI
Term and General Provisions

A. Term

The Contract shall be effective as of July 1, 2021 and shall continue in effect through June 30, 2022.

B. Contract Attest

This Contract is made and entered into at Fairland, Indiana, on, by and between the Board of Education of the Northwestern Consolidated School District of Shelby County, County of Shelby, State of Indiana, party of the first part, heretofore referred to as the "school employer", and the Triton Classroom Teachers' Association, party of the second part, heretofore referred to as the "association".

The undersigned attest to the following:

- i. A public hearing was held on 09/10/2021 and electronic participation from the parties and/or public was not permitted; and
- ii. A public meeting was held on 11/15/2021 to discuss the tentative agreement and electronic participation from the governing body and/or public was not permitted.

This Contract is so attested to and ratified on this date 11/18/21 by the parties whose signatures appear below:

BOARD OF EDUCATION OF NORTHWESTERN
CONSOLIDATED SCHOOL DISTRICT OF
SHELBY COUNTY


TRITON CLASSROOM
TEACHERS' ASSOCIATION




President



President



Chief Negotiator of the School Employer's
Negotiating Team



Chief Negotiator of the Association

Appendix A

Northwestern Consolidated School District of Shelby County Salary Guideline for Base Salaries

The salary range is \$37,116.48 to \$69,447.85 before any base salary increases under this Contract.

2021-22 Salary Range for NWCS D teachers (following increases under this Contract):

| | |
|----------------|--------------------|
| Minimum | \$40,000 |
| Maximum | \$72,797.85 |

The School Employer or designee shall utilize the following salary range in determining the starting salary of new teacher hires. Placement of new teacher hires, with one or more years of experience, shall correspond to their experience level on the new hire salary range. For areas deemed difficult to fill and/or for specialized certifications, the School Employer or designee may place the new hire's salary at a maximum of \$4,500 above that of the applicable new hire level.

New teachers for the 2021-22 school year, hired prior to the settlement of this agreement, shall have their original offer salary adjusted to the comparable New Hire level under this agreement.

If a teacher previously retired from the Northwestern CSD of Shelby County is rehired within 60 days of having severed from NWCS D employment then they may be rehired at their previous NWCS D salary.

| Years of Experience | New Hire Salary Guide |
|---------------------|-----------------------|
| 0 | \$40,000.00 |
| 1 | \$40,750.00 |
| 2 | \$41,500.00 |
| 3 | \$42,250.00 |
| 4 | \$43,000.00 |
| 5 | \$43,750.00 |
| 6 | \$44,500.00 |
| 7 | \$45,250.00 |
| 8 | \$46,000.00 |
| 9 | \$46,750.00 |
| 10 | \$47,500.00 |
| 11 | \$48,250.00 |
| 12 | \$49,000.00 |
| 13 | \$49,750.00 |
| 14 | \$50,500.00 |
| 15 | \$51,250.00 |
| 16 | \$52,000.00 |
| 17 | \$52,750.00 |
| 18 | \$53,500.00 |
| 19 | \$54,250.00 |
| 20 | \$55,000.00 |

| Years of Experience | New Hire Salary Guide |
|---------------------|-----------------------|
| 21 | \$55,750.00 |
| 22 | \$56,500.00 |
| 23 | \$57,250.00 |
| 24 | \$58,000.00 |
| 25 | \$58,750.00 |
| 26 | \$59,500.00 |
| 27 | \$60,250.00 |
| 28 | \$61,000.00 |
| 29 | \$61,750.00 |
| 30 | \$62,500.00 |
| 31 | \$63,250.00 |
| 32 | \$64,000.00 |
| 33 | \$64,750.00 |
| 34 | \$65,500.00 |
| 35 | \$66,250.00 |
| 36 | \$67,000.00 |
| 37 | \$67,750.00 |
| 38 | \$68,500.00 |
| 39 | \$69,250.00 |
| 40+ | \$70,000.00 |

Appendix B

Northwestern Consolidated School District of Shelby County Compensation Model

Eligibility: CBA covered employees employed for the 2021-22 school year with an evaluation rating of Highly Effective (HE) or Effective (E) for the 2020-21 school year and 120 days of service time for 2020-21. Newly hired teachers are not eligible, and will be placed at their salary level in accordance with Appendix A. Any eligible employee on less than a full-time basis (1 FTE) shall receive compensation on a pro-rated basis, in proportion to the percentage of one full time equivalent (1 FTE) for which the teacher is employed. Any teacher having an evaluation result of "Improvement Necessary" or "Ineffective" will receive no raise or stipend. Base salary increases allocated for teachers rated Ineffective or Improvement Necessary will be redistributed equally among eligible teachers as a one-time stipend.

Increase to Base Salary:

Salary increases for eligible teachers are based on:

1. ***Evaluation-*** Eligible teachers whose evaluation rating is Highly Effective (HE) or Effective (E) will receive a base salary increase of \$3,350

2. ***Academic Needs of Students-***The salary increase for academic needs is a teacher retention catch-up increase. Eligible teachers will receive the amount necessary to make the teacher's salary commensurate with the amount shown on the New Hire Salary Guide (see Appendix A) for the teacher's years of experience.

Appendix C
Northwestern Consolidated School District of Shelby County
Extracurricular Pay Schedule
Contract Year 2021-22

HIGH SCHOOL SPORTS

Boys

| | |
|---|-----------|
| Head Basketball Coach..... | \$7691.00 |
| 1 st Assistant Basketball Coach..... | \$3898.00 |
| 2 nd Assistant Basketball Coach..... | \$3500.00 |
| Head Football Coach..... | \$7691.00 |
| Assistant Football Coach..... | \$3415.00 |
| Assistant Football Coach..... | \$3415.00 |
| Assistant Football Coach..... | \$3415.00 |
| Head Wrestling..... | \$3971.00 |
| Assistant Wrestling Coach..... | \$2382.00 |
| Head Baseball Coach..... | \$3971.00 |
| Assistant Baseball Coach..... | \$1588.00 |
| Tennis Coach..... | \$2184.00 |
| Assistant Tennis Coach..... | \$1000.00 |
| Golf Coach..... | \$2184.00 |

Girls

| | |
|---|-----------|
| Head Basketball Coach..... | \$7691.00 |
| 1 st Assistant Basketball Coach..... | \$3898.00 |
| 2 nd Assistant Basketball Coach..... | \$3500.00 |
| Head Volleyball Coach..... | \$3971.00 |
| Assistant Volleyball Coach..... | \$1764.00 |
| Cheerleader Coordinator..... | \$2409.00 |
| Assistant Cheerleader Coordinator..... | \$1447.00 |
| Head Softball Coach..... | \$3971.00 |
| Assistant Softball Coach..... | \$1588.00 |
| Tennis Coach..... | \$2184.00 |
| Assistant Tennis Coach..... | \$1000.00 |
| Golf Coach..... | \$2184.00 |
| Soccer Coach..... | \$2867.00 |
| Assistant Soccer Coach..... | \$1000.00 |
| Summer Cheer Coach..... | \$ 645.00 |

Coed

| | |
|----------------------------|-----------|
| Cross Country Coach..... | \$2867.00 |
| Head Track Coach..... | \$2999.00 |
| Assistant Track Coach..... | \$1390.00 |
| Assistant Track Coach..... | \$1390.00 |
| Assistant Track Coach..... | \$1390.00 |

MIDDLE SCHOOL SPORTS

Boys

| | |
|---|-----------|
| 8 th Grade Basketball Coach..... | \$2164.00 |
| 7 th Grade Basketball Coach..... | \$2164.00 |
| 6 th Grade Basketball Coach..... | \$ 996.00 |
| 5 th Grade Basketball Coach..... | \$ 996.00 |
| Football Coach..... | \$2026.00 |
| Football Coach..... | \$2026.00 |
| Football Coach..... | \$2026.00 |
| Wrestling Coach..... | \$1456.00 |
| Wrestling Assistant Coach..... | \$1060.00 |
| <u>Boys</u> Track Coach..... | \$1324.00 |
| <u>Boys</u> Assistant Track Coach..... | \$ 535.00 |

Girls

| | |
|---|-----------|
| 8 th Grade Basketball Coach..... | \$2164.00 |
| 7 th Grade Basketball Coach..... | \$2164.00 |
| 6 th Grade Basketball Coach..... | \$ 996.00 |
| 5 th Grade Basketball Coach..... | \$ 996.00 |
| Cheerleading Coach..... | \$1200.00 |
| 8 th Grade Volleyball Coach..... | \$1324.00 |
| 7 th Grade Volleyball Coach..... | \$1324.00 |
| Girls Track Coach..... | \$1324.00 |
| Girls Assistant Track Coach..... | \$ 535.00 |

Coed

| | |
|--|-----------|
| Middle School Sports Coordinator | \$6500.00 |
| Golf Club..... | \$ 550.00 |
| Cross Country Coach..... | \$1192.00 |

HIGH SCHOOL CLUBS AND ACTIVITIES

Fine Arts Activities

| | |
|---------------------------|-----------|
| Vocal Music Director..... | \$2646.00 |
| Play Director..... | \$2000.00 |
| Auditorium Manager..... | \$1192.00 |

Academic Clubs

| | |
|--------------------------------|-----------|
| Peer Mentor Advisor..... | \$ 550.00 |
| National Honor Society..... | \$ 650.00 |
| Future Farmers of America..... | \$ 614.00 |
| Robotics Club..... | \$3500.00 |
| Robotics Club Assistant..... | \$ 300.00 |
| Yearbook sponsor..... | \$ 910.00 |
| Brain Game..... | \$ 929.00 |
| Academic Super Bowl..... | \$ 929.00 |
| High School Speech Club | \$ 650.00 |
| High School Debate Club | \$ 200.00 |

| | |
|--------------------------------|-----------|
| High School History Club | \$ 200.00 |
| High School Spanish Club | \$ 200.00 |
| High School French Club | \$ 200.00 |
| High School Art Club | \$ 200.00 |
| High School Spell Bowl | \$ 200.00 |

Miscellaneous Clubs/Activities

| | |
|---------------------------------------|-----------|
| Archery Club..... | \$ 750.00 |
| Student Council..... | \$2000.00 |
| Sunshine Society..... | \$ 550.00 |
| Fellowship of Christian Athletes..... | \$ 550.00 |
| High School Book Club | \$ 200.00 |
| High School Photography Club | \$ 200.00 |
| High School Guitar Club | \$ 550.00 |
| High School Green Machine Club | \$ 200.00 |

Class Sponsors

| | |
|------------------------|-----------|
| Freshman Sponsor..... | \$ 550.00 |
| Sophomore Sponsor..... | \$ 550.00 |
| Junior Sponsor..... | \$1821.00 |
| Senior Sponsor..... | \$1821.00 |

Band Staff

| | |
|-------------------------------------|-----------|
| Band Director..... | \$3837.00 |
| Summer Band Staff | |
| Summer Guard..... | \$ 398.00 |
| Brass Tech for Band Camp..... | \$ 398.00 |
| Woodwind for Band Cam..... | \$ 398.00 |
| Pit Percussion Inst. Band Camp..... | \$ 398.00 |
| Percussion..... | \$ 398.00 |
| Full Band Staff | |
| Guard..... | \$ 512.00 |
| March..... | \$ 569.00 |
| Pit Percussion Inst. Marching..... | \$ 342.00 |
| Choreographer..... | \$ 455.00 |
| Additional Band Money | |
| Choreography..... | \$ 455.00 |
| Writing..... | \$ 284.00 |
| Guard..... | \$ 569.00 |

MIDDLE SCHOOL ACTIVITIES

| | |
|---|-----------|
| Academic Clubs | |
| Newspaper/Yearbook..... | \$ 550.00 |
| Student Council..... | \$ 929.00 |
| Middle School Academic Super Bowl | \$ 200.00 |
| Middle School Math Bowl | \$ 200.00 |
| Middle School Science Bowl | \$ 200.00 |

Miscellaneous Clubs/Activities

| | |
|--|-----------|
| Drama | \$ 550.00 |
| Drama | \$ 550.00 |
| Drama | \$ 550.00 |
| Drama | \$ 550.00 |
| Art Club..... | \$ 550.00 |
| Robotics..... | \$2000.00 |
| Robotics Assistant..... | \$1200.00 |
| Robotics Event Technology Support..... | \$1200.00 |
| Archery Club..... | \$1000.00 |
| Archery Assistant..... | \$ 400.00 |

ELEMENTARY SCHOOL ACTIVITIES

Miscellaneous Categories

| | |
|---------------------------|-----------|
| Student Council..... | \$ 929.00 |
| Tricksters..... | \$ 645.00 |
| Assistant Tricksters..... | \$ 430.00 |
| Assistant Tricksters..... | \$ 430.00 |
| Robotics..... | \$1500.00 |
| Robotics Assistant..... | \$ 750.00 |
| Archery Director..... | \$1000.00 |
| Archery Club..... | \$1400.00 |
| Archery Assistant..... | \$ 400.00 |
| Archery Assistant..... | \$ 400.00 |
| Math Bowl..... | \$ 200.00 |

Professional Development

| | |
|-------------------------|---------------------|
| Required..... | Employee Daily Rate |
| Voluntary Full Day..... | \$ 130.00 |
| Voluntary Half Day..... | \$ 65.00 |