

AGREEMENT BETWEEN  
THE NORWELL CLASSROOM TEACHERS ASSOCIATION  
AND  
THE BOARD OF SCHOOL TRUSTEES  
OF THE  
NORTHERN WELLS COMMUNITY SCHOOLS  
2022-23

This agreement is made and entered into at Ossian, Indiana on November 8, 2022 by and between the Board of School Trustees of Northern Wells Community Schools of Wells County, State of Indiana, hereinafter referred to as the “Board” and the Norwell Classroom Teachers Association, hereinafter referred to as the “Association”.

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**Article I**  
**Association Recognition, Definitions, and Terms**

- A. The Board recognizes the Norwell Classroom Teachers Association as the exclusive representative of all teachers in the School Corporation for the 2022-23 Master Contract. Excluded from the bargaining unit are the Superintendent, Assistant Superintendent, District Department Directors, Principals, Assistant Principals, Athletic Director, and Alternative Education Director.
- B. Definitions
1. The term “teacher” when used in this Agreement, shall refer to all certified personnel employed by the Board in the bargaining unit.
  2. The terms “Board” and “Association” and “NCTA”: shall include authorized officers, representatives and agents.
  3. The term “School Corporation” when used in this Agreement, shall refer to the Northern Wells Community School Corporation of the County of Wells of the State of Indiana.
  4. The masculine gender shall include the feminine wherever required by the context in which a specific provision of this contract is applied.
  5. The terms “mother”, “father”, “child”, “daughter”, “son”, “brother”, “sister”, “grandparents”, and “grandchildren” include step.
  6. The term “agreement”, when used in this document, shall refer exclusively to this written contract between the Northern Wells Community Schools and the Norwell Classroom Teachers Association. No other agreements exist, written or implied, outside of this document.
- C. Terms of Agreement and Limitations
1. The term of this Agreement shall begin as of August 5, 2022 (subsequent revisions shall be effective upon ratification by the NCTA and NWCS) and shall continue in full force and effect until June 30, 2023, or as specified by the laws of the State of Indiana. All other issues are considered final during this term unless both parties mutually agree to open the Agreement for negotiations.
  2. The Board construes and the Association recognizes the specific provision of this Agreement as constituting limitations and being the only limitations upon the Board’s right and authority to manage the School Corporation.

THIS AGREEMENT IS SO ATTESTED TO BY THE PARTIES WHOSE PRESIDENTS, BOARD MEMBERS, OR NEGOTIATING COMMITTEE MEMBERS SIGNATURES APPEAR BELOW:

NORWELL CLASSROOM  
TEACHERS ASSOCIATION

BOARD OF TRUSTEES  
NORTHERN WELLS COMMUNITY  
SCHOOL CORPORATION

BY: \_\_\_\_\_  
NCTA President

BY: \_\_\_\_\_  
Board President

BY: \_\_\_\_\_  
NCTA Negotiating Member

BY: \_\_\_\_\_  
Board Member

## **Article II**

### **Leaves of Absence**

The following leaves are available for teachers when circumstances make their attendance impossible. The Family and Medical Leave Act (FMLA), 29 U.S.C. 2601 et seq., shall be incorporated by reference into this agreement, but shall not reduce a teacher's entitlement to leave or fringe benefits, or reinstatement provided by this agreement. Upon reinstatement from a leave of absence in accordance with this agreement, teachers are guaranteed the same position occupied prior to the leave with the same prior salary and benefits.

#### **A. Sick Leave**

1. All teachers shall be allowed ten (10) days the first year and eight and one half (8 1/2) days each school year thereafter with full pay, cumulative to a total of two hundred (200) days. All unused personal sick leave days may accumulate above the respective totals. Teachers who have accumulated the maximum number of days (200) may use current earned days without reducing the maximum cumulative total unless current earnings are exceeded.

Summer school teachers with accumulated sick leave may use such days during the summer employment at the rate of one-half day for those teachers missing one day's work who teach up to three hours daily, and at the rate of one day for those teachers missing one day's work who teach over three hours daily.

Teachers who have accumulated ninety (90) sick days may return to the corporation any unused sick days up to a total of eight and one-half (8.5) for reimbursement from the corporation at a rate of 75% of the teacher's daily rate. Days must be returned by June 30 after the end of each school year.

#### **B. Family Illness Leave**

Family illness leave includes being allowed to care for any member of the immediate family, including legal dependents, who are ill while living as a member of the household of the teacher. Family illness leave may also be used for other family members who are not living as members of the teacher's household. Each teacher will receive two (2) family illness days each year. These days are not cumulative. If more days are needed, the teacher will be allowed to take additional days from his/her sick leave days up to the number of sick days allotted per year.

#### **C. Personal Leave**

The corporation will permit teachers three (3) personal business days each school year. Personal days are not to be used to extend holiday or school break or to accommodate transportation arrangements for a holiday or vacation period. However, isolated and unavoidable events may occur prompting the need for a personal day request. Examples of these family or personal events are not limited to, but would include weddings, graduations, college move-ins, and military deployments. Due to these unique situations, the Superintendent or his designee may approve a personal leave request that extends a holiday or school break. Simply securing a better rate on a plane ticket or other travel accommodation would not be considered an unavoidable event.

Any unused personal business days may, at the end of the school year, be credited to accumulated sick leave, with the exception that four (4) days may be carried over as personal business days for the possible total of seven (7) personal business days in a school year.

Teachers may authorize the transfer of personal business days to another staff member. Such transfers may occur only when the beneficiary has exhausted all available personal business leave days. The Association president and the superintendent may initiate this process for reasonable requests. A maximum of five (5) personal days may be transferred to an individual teacher in one (1) school year.

D. Professional Leave

The continued necessity for improvement in instruction in public education is paramount today. All professional leave requests must include a completed request form stating the purpose and scope of professional development, stating all requested fees and expenses. The request must be signed and approved by the building principal. The request must be sent to the Superintendent or his designee for final approval. Potential professional leave requests may include the following:

- Association Meetings (Includes Athletic, Counseling, Music Associations, etc.)
- Building-Level or District-Level Meetings
- Clinics, Conferences, Seminars, and Workshops (Includes Extra-Curricular and Co-Curricular Clinics)
- Site Visits for Program Development and School Improvement

As always, the Superintendent, Assistant Superintendent, and building principals reserve the right to deny professional leave requests that do not align with the school district's strategic focus or fit within the established professional development budget.

E. Bereavement Leave

A leave of five (5) school days per death shall be allowed beyond the date of the death of a husband, wife, child, parent, brother, sister, father-in-law, mother-in-law, or a person living in the home as part of the family. Three (3) days shall be allowed per death of a brother-in-law, son-in-law, sister-in-law, daughter-in-law, grandparent or grandchild, aunt, uncle, niece or nephew. This section, dealing with paid bereavement leave, is not intended to restrict teachers from requesting, nor the corporation from granting at its discretion, additional paid or unpaid leave in the event of bereavement or funerals. The days relative to bereavement leave are not cumulative.

F. Jury Duty and Witness Leave

A teacher called for jury duty shall receive his/her regular pay reduced by the amount of per diem pay received from the court. If a teacher is absent to appear before a judicial body or legal authority relating to the teacher's responsibilities where the teacher has acted within the law and within the guidelines established by the Board and administration, the teacher shall not suffer loss of salary or reduction of leave.

G. Military Duty

All teachers who are members of a recognized reserve component of the Armed Forces of the United States or the National Guard shall be entitled a maximum of fifteen (15) days paid leave of absence from his/her regular teaching assignment per calendar year based upon the teacher providing a copy of his/her military orders documenting the days of absence required.

H. Pregnancy Leave and Adoptive Leave

A teacher who is pregnant may continue in active employment as late into the pregnancy as she wishes if she can fulfill the requirements of her position. A pregnancy leave shall be limited to one (1) year. Temporary disability caused by pregnancy shall be governed by the following:

1. Any teacher who is pregnant shall be granted leave of absence any time between the commencement of her pregnancy and one (1) year following the birth of the child if she notifies the Superintendent at least thirty (30) days before the date on which she wishes to start her leave. She shall notify the Superintendent of the expected length of this leave, including with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. However, in the case of a medical emergency caused by pregnancy, the teacher shall be granted leave, as otherwise provided in this section, immediately on her request or by next of kin and the certification of the emergency from an attending physician.
2. All or part of a leave taken by a teacher because of a temporary disability caused by pregnancy may be charged at her discretion, to her available sick days. However, the teacher is not entitled to take accumulated sick days when the teacher's physician certifies that the teacher can perform the teacher's regular duties. The teacher is entitled to complete the remaining leave without pay.
3. At the end of six (6) weeks after the birth of the baby, the teacher shall provide a physician's statement of her physical ability to fulfill the requirements of her position.
4. Five days (5) of the maternity leave will be paid by the Board. Any remaining paid days during the leave will need to come from the teacher's accumulated leave days.
5. The same above-mentioned benefits for pregnancy leave will be afforded to adoptive leave.

I. Paternity Leave and Adoptive Leave

When a child is born the non-birthing parent shall be afforded five (5) paid leave days by the Board. Any additional paid leave days will need to come from the teacher's personal leave days. Adopting parents will need to designate one parent for the leave benefits granted within item H and the other parent designated for leave benefits granted within item I.

J. Medical Leave (FMLA)

1. Three (3) consecutive days absent for illness or medical reasons will trigger FMLA.
2. Medical Leave shall be granted to any teacher on a regular teaching contract provided.
3. The written teacher request or request by next of kin for medical leave must include physician's certification of the nature and prognosis of the illness and the recommendation by the physician that the leave is essential to the health of the teacher.
4. This leave is to be without pay, except that the teacher may use all or any part of his accumulative sick leave at the beginning of said leave.
5. The leave period shall be granted by the Board for up to one (1) year except that the Board may grant an extension, when requested by the teacher, at the Board's discretion.
6. The teacher will inform the Superintendent by May 1, in writing, of the leave period of his/her intention to return to regular employment the following year.
7. The Board's decision will be final in all matters regarding sabbatical leave requests.

### **Article III**

#### **Sick Leave Bank**

The purpose of Sick Leave Bank is to relieve its members of undue financial burdens.

The definition of Sick Leave covered by this bank shall be leave that is granted to a teacher, who because of catastrophic personal illness or injury is unable to perform the duties of his position.

Sick Leave Bank is **not** intended to be used for elective procedures, maternity leaves, or intermittent chronic conditions or illnesses.

#### **A. Membership**

1. Membership in the Sick Leave Bank shall be open to all certified school personnel in Northern Wells Community School Corporation. Participation shall be on a voluntary basis.
2. To become a member, personnel shall contribute one (1) day to the Sick Leave Bank per year within one (1) week after the first official teacher day submitted electronically. Days contributed to the Sick Leave Bank cannot be reclaimed.
3. If the Sick Leave Bank is depleted, members have the option of contributing another day during each school year not to exceed a maximum of 2 days per teacher included in this contract.
4. Sick bank leave days carried forward into the subsequent year will be used first, but those days will expire if not used within a two-year period.
5. The Association secretary shall keep records of the total days within the Sick Leave Bank.
6. Only members of the Sick Leave Bank may qualify for the use of days in the Sick Leave Bank.

#### **B. Sick Leave Bank Committee**

1. The Sick Leave Bank Committee shall consist of the Superintendent, the Association Secretary, and three (3) members of the Sick Leave Bank to be appointed by the executive committee of the Norwell Classroom Teachers Association. The Association Secretary shall serve as the committee chairperson and shall be responsible for calling all meetings when notified of a request by the Superintendent's office.
2. The Sick Leave Bank Committee may approve, deny, or suspend grants of days from the Sick Leave Bank. The Committee's Judgement and/or decision shall be final.

#### **C. Application and Use of Sick Leave Bank**

1. A member may apply for the use of days in the Sick Leave Bank only after the following terms have been met:
  - a. The member's own sick leave and personal leave days have been exhausted.
  - b. Five (5) consecutive working days without pay have passed. These days are reclaimable from the Sick Leave Bank if the individual member is approved to use the Sick Leave Bank.
  - c. If a member of the sick bank has been out sick for five (5) consecutive school days, and the 6<sup>th</sup> day results in the exhaustion of the member's personal sick leave, the five (5) working days without pay will be waived.
2. Any member applying to the Sick Leave Bank for use of days shall submit, in writing, a statement of such, and supply a doctor's statement of the illness to the date of application

and the doctor's estimation of time needed before the member is able to return to work to the Superintendent and the Secretary of the Norwell Classroom Teachers Association. If the member is incapacitated and unable to facilitate this notification, the member's next of kin may facilitate the notification on behalf of the member.

3. A member shall not use more than eighty-nine (89) days from the Sick Bank Leave in his career.
4. Members of the Sick Leave Bank who are injured on the job and are eligible for Worker's Compensation are covered by income protection insurance. After the Worker's Compensation leave expires and all qualifications for Sick Leave Bank are met, the injured Sick Leave Bank member may be covered by the Sick Leave Bank. The Sick Bank Leave may pay the difference between the benefits of Worker's Compensation Insurance and the regular salary of the injured Sick Leave Bank member. The Sick Leave Bank's days of contribution shall be prorated at one-third (1/3) day donated per each full day absent by the injured Sick Bank member.
5. Sick Leave Bank shall not be used during summer employment in the Northern Wells Community Schools.
6. An exception for the 2022-23 school year will be maternity leaves already requested and planned prior to the ratification of the 2022-23 Collective Bargaining Agreement. For those previously approved leave requests, ten (10) days from the sick leave bank will be eligible.
7. Per the sick bank leave definition, pregnancy complications before and/or after childbirth that are attested to by a physician as qualifying the teacher for Medical Leave shall result in the teacher being eligible for Sick Leave Bank benefits.

#### **Article IV Fringe Benefits**

**A. Liability Insurance**

The Board shall maintain adequate liability insurance to protect teachers in the classroom and supervisory positions.

**B. Group Health**

The Board shall contribute a portion of the cost of hospital, surgical, and medical insurance for each employed teacher. The amount specified below will be paid to the insurance company with the teacher paying the balance due of said costs with a minimum cost of one (\$1) per teacher.

SEBT Single NWD: \$7,711 SEBT Family NWD: \$14,467

SEBT Single HD 1: \$6,376 SEBT Family HD 1: \$14,131

SEBT Single HD 2: \$5,625 SEBT Family HD 2: \$13,490

If spouses are eligible for such coverage, they may use the corporation's contribution for the benefit to take individual single plans for one (\$1) dollar each or they may combine the contribution for the benefit toward one family plan. If the combined corporation contribution is more than the total annual premium for the family plan, the employees shall pay one (\$1) dollar. The corporation will sponsor and administer a Health Savings Account (HSA) with the employee responsible for all contributions made on their behalf.

**C. Dental Insurance and Vision Insurance**



The Board shall maintain, for teachers, a dental insurance plan for a twelve (12) month period. The Board shall pay up to the following amounts for Dental insurance per month:

Single Plan - \$32.00                      Employee and Child(ren) Plan- \$82.00  
Employee and Spouse Plan - \$63.00      Family Plan - \$125.00

The Board shall maintain, for teachers, a vision plan for a twelve (12) month period. The Board shall pay up to the following amounts for Vision insurance per month:

Single Plan - \$7.30              Family Plan - \$10.75

**D. Group Term Life**

The Board shall pay up to the amount specified below toward the cost of a group term life insurance policy including accidental death and dismemberment rider in the amount of \$25,000 coverage per teacher. Any teacher leaving the employment of the school corporation will have the option of converting from the group plan to an individual policy. The maximum the Board payment per teacher is not to exceed fifty-three (\$53) dollars per year with the teacher paying the balance due of such costs with a minimum cost of one (\$1) dollar per teacher.

**E. Income Protection Insurance**

The Board shall pay up to the amount specified below toward the cost of an income protection plan to include a ninety (90) day waiting period and benefits of sixty-six and two-thirds percent (66 2/3%) of the salary during the disability or to age sixty-five (65). Coverage shall be for fifty-two (52) weeks of the year. Any teacher leaving the employment of the school corporation will have the option of converting from the group plan to an individual policy. The maximum Board payment per teacher is not to exceed eighty-six (\$86) dollars per year with the teacher paying the balance due of such costs with a minimum cost of one (\$1) dollar per teacher.

## **Article V Compensation**

Indiana Code 20-29-6-3 makes it unlawful for a school corporation to enter into any agreement that would place the employer in a position of deficit financing due to a reduction in the employer's actual education fund revenue or an increase in the employer's expenditures when the expenditures exceed the employer's current year actual education fund revenue. Any salary differentials due to placement in the new salary schedule are due to meeting the academic needs of students in the district based upon the importance of retaining those teachers in the school district.

**A. 2022-23 Salary Placement Schedule**

### **Salary Multipliers**

Total Years	X 1
Master's Degree	X 2
Hard to Fill	X 2

### **Hard to Fill Positions**

Chemistry, CTE, Dual Credit, Physics, Special Education, World Languages
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### Salary Placement Scale

Level	Salary
0	\$ 42,625.00
1-2	\$ 44,825.00
3-4	\$ 47,025.00
5-6	\$ 49,225.00
7-8	\$ 51,425.00
9-10	\$ 53,625.00
11-12	\$ 55,825.00
13-14	\$ 58,025.00
15-16	\$ 60,225.00
17-18	\$ 62,425.00
19-20	\$ 64,625.00
21-22	\$ 66,825.00
23	\$ 69,025.00
24	\$ 71,225.00
25	\$ 73,425.00

#### B. Salary Placement Scale Rationale

1. The salary placement scale reduces the salary gap between the beginning salary level and the top salary level by \$800. The previous salary range was \$40,425 to \$72,425. The new salary range is \$42,625 to \$73,425.
2. The salary placement scale is based on a multiplier that increases salary placements for the following hard-to-fill positions: Chemistry, CTE, Dual-Credit, Physics Special Education, and World Languages. There is also a multiplier for earning a Master's degree.
3. In order to be eligible for a salary increase, teachers must have earned a performance rating of Highly Effective or Effective during the previous school year's evaluation process.
4. Teachers are placed on the salary placement scale each year based on that year's teaching assignment. If a teacher chooses to no longer teach a hard-to-fill position, the new salary placement will be determined accordingly.

#### C. Incentive Stipends

1. Administration may provide teachers with a one-time incentive stipend to accept a position with the school district. The incentive stipend is not subject to collective bargaining, but it needs to be communicated with NCTA leadership prior to offering the incentive stipend.
2. If the teacher is terminated for cause within three (3) years of accepting the incentive stipend, 100% of the stipend must be repaid to the school district.
3. If a teacher is provided an incentive stipend, and chooses to leave the school district within three (3) years, the stipend must be repaid at the following reimbursement percentages and according to following timeframe from when the incentive stipend was received:
  - Less than 18 Months = 100% Reimbursement
  - Between 19 Months and 24 Months = 50% Reimbursement
  - Between 25 Months and 36 Months = 25% Reimbursement
  - After 36 Months = No Reimbursement Required

D. Instructional Stipends

1. Certified District Media Specialist shall be paid \$5,850 annually to oversee media center purchases and programming. The stipend shall be paid in two installments. The first installment will be the first pay period in December and the second installment will be the first pay period in May. Failure to fulfill the duties of these positions will result in a removal or reduction of the stipend installment. The position will be expected to serve on the Technology Integration Leadership Team as well as the Reconsideration Committee.
2. Mentor Teachers shall be paid \$600 per year for each teacher they serve as a mentor. Mentor teachers shall be provided with two (2) days of release time each year to work with their beginning teachers in terms of coaching, planning, and meeting the requirements of a beginning teacher required by the State of Indiana and the Northern Wells Community Schools.
3. Technology Integration Leadership Team and Crisis Prevention Intervention Trainers shall be paid annual stipends of \$1,200. The stipends shall be paid in two installments. The first installment will be the first pay period in December and the second installment will be the first pay period in May. Failure to fulfill the duties of these positions will result in a removal or reduction of the stipend installment.
4. Professional Development Compensation of two hundred (\$200) for a full day and one hundred (\$100) for a half-day shall be paid for mandatory professional development activities that occur on Saturdays or during scheduled breaks. The general expectation for a full day is eight (8) hours and four (4) hours for a half-day.
5. Drivers Education Instruction

<u>Years Experience</u>	<u>Hourly Rate</u>
0-3	\$28.56
4-7	\$32.98
Above 7	\$37.34

E. In-House Subs/Prep Buy-Out

1. Should the necessity arise, members of the bargaining unit may be asked to perform a substitute teaching duty during their preparation time, compensation will be provided according to the parameters listed below.
  - \$200 will be used as the full-day substitute pay amount
  - Elementary teachers who absorb students from a class where there is no substitute teacher will divide \$200 by the number of sections of teachers absorbing the students. Example: 4 sections of teachers would each be paid \$50 for covering the substitute teaching duties ( $\$200/4=\$50$ ).
  - Secondary teachers who teach a class during their prep period will be paid \$33 per class taught (1/6 of \$200).
2. For teachers, who assume a long-term Prep-Buy Out teaching assignment, their compensation will be added to their base salary as follows: Base Salary x 1.15 for the number of days the course is taught.

F. Extra-Curricular Stipend Schedule

<b>Elementary Activity Sponsors</b>	<b>Annual Stipend</b>	<b>Positions</b>
STEAM	\$1,550	1 per building
Student Council	\$1,250	1 per building
Robotics	\$1,250	1 per building
Art Club	\$750	1 per building
Science Fair	\$780	1 per building
Math Bowl	\$780	1 per building
Spell Bowl	\$780	1 per building
Vocal Music	\$750	1 per building
Young Authors	\$375	1 per building
Summer IREAD Teacher	\$250	Based on Need

<b>NMS Activity Sponsors</b>	<b>Annual Stipend</b>	<b>Positions</b>
Robotics Coordinator	\$1,850	1
Robotics Assistant	\$1,250	1
Academic Team	\$1,500	1
Art Club	\$1,500	1
Future Cities	\$1,500	1
Student Council	\$1,200	1
Yearbook	\$850	1
Pep Bend	\$750	1
Show Choir	\$750	1
Vocal Music	\$750	1
Band Director	\$750	1
Spell Bowl	\$750	1
Chess Club	\$750	1
Junior Honor Society	\$575	2

<b>NMS Athletic Coaches</b>	<b>Annual Stipend</b>	<b>Positions</b>
Basketball Boys 8 <sup>th</sup> Grade	\$2,500	1
Basketball Boys 7 <sup>th</sup> Grade	\$2,500	1
Basketball Girls 8 <sup>th</sup> Grade	\$2,500	1
Basketball Girls 7 <sup>th</sup> Grade	\$2,500	1
Football Head Coach 8 <sup>th</sup> Grade	\$1,950	1
Football Head Coach 7 <sup>th</sup> Grade	\$1,950	1
Football Assistant	\$1,350	4
Soccer Boys Head	\$1,950	1
Soccer Boys Assistant	\$1,550	1
Soccer Girls Head Coach	\$1,950	1
Soccer Girls Assistant	\$1,550	1
Cross Country Boys	\$1,950	1
Cross Country Girls	\$1,950	1
Track Boys/Girls Head Coach	\$2,100	1
Track Boys/Girls Assistant	\$1,450	5

Volleyball 8 <sup>th</sup> Grade	\$1,550	1
Volleyball 7 <sup>th</sup> Grade	\$1,550	1
Swim Head Coach	\$1,950	1
Swim Assistant	\$1,550	3
Swim Special Needs Assistant	\$775	Based on Need
Wrestling Head Coach	\$1,950	1
Wrestling Assistant Coach	\$1,350	2
Golf Head Coach	\$1,250	1
Golf Assistant	\$950	1
Tennis Head Coach	\$1,250	1
Tennis Assistant	\$950	1
Cheerleading Fall Coach	\$1,350	1
Cheerleading Winter Coach	\$2,500	1

<b>NHS Activity Sponsors</b>	<b>Annual Stipend</b>	<b>Positions</b>
Band Director	\$7,200	1
FFA	\$10,150	1
Vocal Music	\$7,200	1
Summer Band	\$4,000	1
Summer SAE	\$3,300	1
Yearbook	\$2,950	1
ICE – Summer	\$2,850	1
Student Council	\$2,150	1
National Honor Society	\$2,150	1
Vocal Music Assistant	\$2,250	1
Band Director Assistant	\$2,250	1
Percussion Drum Line	\$2,250	1
Color Guard	\$2,250	1
Pep Band	\$2,250	1
NHS Summer School Teachers	\$2,250	Based on Need
Theater Director Fall	\$1,850	1
Theater Director Spring	\$1,850	1
Skills USA	\$1,200	1
Assistant Theater Director Fall	\$550	1
Assistant Theater Director Spring	\$550	1

<b>NHS Athletic Coaches</b>	<b>Annual Stipend</b>	<b>Positions</b>
Football Head Coach	\$10,150	1
Football Assistant	\$5,150	6
Basketball Boys Head Coach	\$10,150	1
Basketball Boys Assistant	\$5,150	2
Basketball Boys Freshman	\$3,650	1
Basketball Girls Head Coach	\$10,150	1
Basketball Girls Varsity Assistant	\$5,150	2
Basketball Girls Freshman	\$3,650	1
Baseball Head Coach	\$6,250	1

Baseball Assistant	\$2,650	2
Baseball Assistant	\$1,850	1
Softball Head Coach	\$6,250	1
Softball Assistant	\$2,650	2
Softball Assistant	\$1,850	1
Volleyball Head Coach	\$5,850	1
Volleyball Assistant	\$2,650	2
Volleyball Freshman	\$1,850	1
Wrestling Head Coach	\$5,850	1
Wrestling Assistant	\$2,750	2
Track Boys Head Coach	\$5,850	1
Track Boys Assistant	\$2,750	2
Track Girls Head Coach	\$5,850	1
Track Girls Assistant	\$2,750	2
Swim Head Coach	\$5,350	1
Swim Assistant Coach	\$1850	3
Swim Special Needs Assistant	\$925	Based on Need
Cross Country Boys Head Coach	\$4,000	1
Cross Country Boys Assistant	\$1,850	1
Cross Country Girls Head Coach	\$4,000	1
Cross Country Girls Assistant	\$1,850	1
Soccer Boys Head Coach	\$4,000	1
Soccer Boys Assistant	\$1,850	2
Soccer Girls Head Coach	\$4,000	1
Soccer Girls Assistant	\$1,850	2
Golf Boys Head Coach	\$4,000	1
Golf Boys Assistant	\$1,850	1
Golf Girls Head Coach	\$4,000	1
Golf Girls Assistant	\$1,850	1
Tennis Boys Head Coach	\$4,000	1
Tennis Boys Assistant	\$1,850	1
Tennis Girls Head Coach	\$4,000	1
Tennis Girls Assistant	\$1,850	1
Winter Cheer Head Coach	\$3,150	1
Winter Assistant	\$2,250	1
Fall Cheer Head Coach	\$2,550	1
Fall Cheer Assistant	\$1,850	1
Unified Track Head Coach	\$1,850	1
Unified Track Assistant Coach	\$1,250	1

G. Pay Day Schedule

Teachers will be paid bi-weekly throughout the year. The amount of payment for base salary purposes will be calculated to the lower dollar amount. Any adjustment to total contract pay will be made at the end of the fiscal year.

1. A teacher who severs employment during the school year (i.e., due to resignation, death, etc.) will receive their remaining pay in a final paycheck within ten (10) business days of the end of that pay period.
2. Teachers resigning at the end of the school year will receive their remaining paycheck within ten (10) business days of the end of that pay period.
3. Teachers retiring for the purposes of the Indiana Teacher Retirement Fund at the end of the school year will receive their remaining pay as a lump sum in the last pay of June after their retirement. The contact payoff will deduct the premiums for health insurance that is required through September. Board-paid premiums for life insurance and long-term disability insurance will be terminated per the retiree's last physical workday.

H. Indiana State Teachers Retirement Fund

The Corporation will contribute three percent (3%) of the teacher's salary to the Teacher's Retirement Fund.

I. Matching Annuity Retirement Savings Program

The Board and Association specifically reserved the authority to revise or terminate the retirement benefits contained in earlier agreements. Exercising this authority, the Board and Association confirm that the language of Article X, Sections A through E (Retirement and TSA Provisions), found in the 1998-2003 collective bargaining agreement ("prior Agreement") between the School Corporation and the Norwell Classroom Teachers Association are terminated and shall not apply to any teacher retiring or severing employment with the School Corporation on or after the effective date of these provisions. Those teachers who retired or severed employment before the effective date of these provisions shall only be entitled to the retirement benefits contained in the collective bargaining agreement in effect at the time he or she retired, but as may be otherwise revised from time to time.

Upon retirement from the Northern Wells Community Schools ("School Corporation"), a teacher shall be full vested in the retirement benefits described in this Article if the retiring teacher has satisfied the following requirements:

1. The retiring teacher must have been employed by the Northern Wells Community Schools before June 30, 2004.
2. Immediately prior to retirement, the retiring teacher must have completed fifteen (15) years with the Northern Wells Community Schools.
3. The retiring teacher must be at least fifty-five (55) years old at the time of retirement. Retirements may take place at the end of a semester or school year. These requirements may be waived at the discretion of the School Corporation. In addition, these requirements may be waived in cases of retirement caused by disability or ill health, provided the retiring teacher provides satisfactory medical documentation to the School Corporation.

The ISTA Financial Services Corporation ("FSC") has been selected to determine the present value of the unfunded Retirement Severance Pay and Retirement Bridge Program benefits described in the Prior Agreement. In making this present value determination, FSC shall use the following assumptions:

1. The assumed short-term interest rate for the first three (3) years for purposes of determining the present value is 4%, the interest rate for the next three years is 5.83%, and the assumed long-term interest rate for purposes of determining the present value is 7.50%.
2. It is assumed that an employee terminates employment at the end of the school year in which the employee attains age 58, becomes eligible for ISTRF benefits, or at the end of the current year, if the individual is already 58 or older.
3. The anticipated amount of the Retirement Pay shall be calculated using the 2003-04 dollar amounts and the formula set forth in Article X of the Prior Agreement. The calculations further assume that each teacher carries his or her average annual sick leave accumulation forward until such time as he or she reaches the contractual maximum of two hundred (200) days. However, it is assumed that individuals do not retire until the later of: (i) the attainment of age 58 or (ii) satisfaction of the eligibility requirements of Section B of this new Article.
4. The present value of the future Retirement Pay will be reduced by the Social Security and Medicare taxes (FICA) that would have been payable by the retiring teacher if the Retirement Pay had been paid directly to the teacher.
5. Teachers newly hired or re-hired after June 30, 2004, shall not be entitled to any payment for the eliminated retirement benefits provided by Article X of the Prior Agreement. In other words, no buyout contribution shall be made for teachers newly hired or re-hired after June 30, 2004.
6. Amounts forfeited upon termination of employment because of the failure to meet the applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently rehired or re-employed by the School Corporation. However, if the Board shall have approved a leave of absence of not more than one (1) fiscal year for an employee, or if an employee is reduced pursuant to the provisions of this Agreement, such period of layoff or leave shall not result in forfeiture provided the employee shall promptly return to employment following the expiration of the period of layoff or leave.
7. Calculation Date. The present value of the Retirement benefits under the Prior Agreement shall be calculated, effective as of June 30, 2004.

The School Corporation shall establish a qualified retirement 401 (a) plan and a VEBA account as described in the Internal Revenue Code for each teacher employed by the Northern Wells Community Schools prior to June 30, 2004. Seventy percent (70%) of the total sum of the amount calculated by FSC as the present value for the Retirement benefit contained in the Prior Agreement shall be contributed by the School Corporation to a Retirement Buyout Section 401 (a) Plan. The School Corporation shall contribute the remaining thirty percent (30%) of the total sum of the amount calculated by FSC as the present Value for the Retirement benefit contained in the Prior Agreement into a VEBA Account. The investment vendor for the Retirement Buyout Section 401(a) and VEBA Plans shall be determined by the School Corporation and the Association. The terms and conditions for the administration of the Retirement Buyout Section 401(a) and VEBA plans shall be as follows:

1. 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 selected investment vendor for the 401(a) and VEBA Plans.

2. Until such time that an employee has retired and satisfied the eligibility requirements set forth in Section B of this Article, the employee shall have no access to the assets held in his or her separate 401(a) Plan accounts.
3. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in Section B of this Article, for any reason, the terminated employee's Retirement Buyout Section 401 (a) Plan and VEBA accounts shall be forfeited. The forfeited amounts shall be placed in forfeiture accounts to be directed by the School Corporation to fund future expenses related to the plan.
4. Following retirement and the satisfaction of the requirements set forth in Section B of this Article, a retired teacher may elect to commence distributions from his Retirement Buyout 401(a) and VEBA accounts. If an employee shall die after having satisfied the requirements of Section B of this Article, the deceased employee's Retirement Buyout Section 401(a) and VEBA accounts 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) or VEBA accounts.)
5. The School Corporation shall not be paid any compensation for its services performed on behalf of the Retirement Buyout 401(a) and VEBA plans. All costs incurred in the administration of the Retirement Buyout 401(a) Plan and VEBA plans, and investment fees shall be paid from the Retirement Buyout 401(a) and VEBA Plan Assets.
6. The School Corporation may establish other qualified plans as described in the Internal Revenue Code, subject to such terms and conditions as the School Corporation shall determine, in its sole discretion, to be appropriate.
7. The Board shall continue to contribute an amount equal to one and one-half percent (1.5%) of the teacher's base salary and deposit such contributions into a Section 401(a) account maintained by the Board on behalf of the teacher. This Section 401(a) account shall be separate from the Retirement Buyout Section 401 (2) account established for the retirement buyout dollars mentioned above.
8. The Board shall deposit employer contributions for each employee into the Section 401 (a) Plan maintained by the Board. Such deposits will be made in accordance with the payroll schedule for certified employees.
9. The amount calculated for each employee will be invested in a separate account. There will be no comingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the selected investment vendor for the 401(a) Plan.
10. Teachers employed by the School Corporation on or before June 30, 2004, shall be one hundred percent (100%) vested in the amount contributed by the Board. Certified employees who are newly hired or rehired after June 30, 2004, shall be one hundred percent (100%) vested in any contributions made by the Board when he or she has five (5) completed years of service. For purposes of this section, a "completed year of service" means one hundred and twenty (120) paid days during the school year.
11. The parties agree that all contributions or increases made by the Board to this Section 401(a) Plan on behalf of certified employees shall be counted against the new money available to fund

teacher salary and benefit increases each year as part of contract negotiations for certified employees.

12. If an employee retires or otherwise terminates employment before satisfaction of the vesting requirements set forth in this article, the terminated employee's Section 401(a) account shall be forfeited. He forfeited amounts shall be placed in a forfeiture account to be directed by the School Corporation to fund future expenses related to the plan.
13. 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.
14. The School Corporation may establish other qualified plans as described in the Internal Revenue Code, subject to such terms and conditions as the School Corporation shall determine, in its sole discretion, to be appropriate.
15. The Board will contribute an amount equal to one percent (1%) of the teacher's base salary and deposit such contributions into a VEBA account as described in section 501(c)(9) of the Internal Revenue Code on behalf of the teacher.
16. The Board shall deposit employer contributions for each employee into the VEBA Plan maintained by the Board. Such deposits will be made in accordance with the payroll schedule for certified employees.
17. 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 selected investment vendor for the VEBA.
18. The employer's contributions to this VEBA account are subject to the vesting requirements set forth in Section A-4 of this Article.
19. The parties agree that all contributions or increases made by the Board to this VEBA Plan on behalf of certified employees shall be counted against the new money available to fund teacher salary and benefit increases each year as part of contract negotiations for certified employees.
20. If an employee retires or otherwise terminates employment before satisfaction of the vesting requirements set forth in this Article, the terminated employee's VEBA account shall be forfeited. The forfeited amounts shall be placed in a forfeiture account to be directed by the School Corporation to fund future expenses related to the plan.
21. The School Corporation shall not be paid any compensation for its services performed on behalf of the VEBA plans. All costs incurred in the administration of the VEBA Plan and investment fees shall be paid from the VEBA Plan assets.
22. The School Corporation may establish other qualified plans as described in the Internal Revenue Code, subject to such terms and conditions as the School Corporation shall determine, in its sole discretion, to be appropriate.

On June 30, 2012, the Adams Wells Special Services Cooperative was dissolved and reorganized into the Adams Wells Joint Services and Supply. Per the reorganization agreement, teachers who were hired by AWSSC prior to June 30, 2006, and employed by Northern Wells in the 2012-13 school year are eligible for the retirement benefits as described in the 2011-2012 Adams Wells Master Contract and therefore not eligible for provisions associated with the retirement buy-out or the ongoing 401(a) and VEBA contributions.

The retirement benefits to these employees will be paid by Adams Wells Joint Services and Supply through proportionate contributions from the school corporations in Adams and Wells County. The eligible employees are Patty Atkins, Brandy Baker, and Deb Brickley.

## **Article VI**

### **Grievance Procedures**

#### **A. Definition**

A grievance is an alleged violation or claimed misinterpretation of a specific article or section of this Agreement. A teacher, group of teachers, or the teachers' association may be the grievant.

#### **B. Procedure**

##### **Step 1: Oral Report**

Within fifteen (15) 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 superintendent during non-teaching hours. Within five (5) working days after presentation of the grievance, the superintendent shall orally answer the grievant.

##### **Step 2: Written**

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 superintendent. The written grievance shall: (1) name the employee 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. Within five (5) working days after receiving the written grievance, the superintendent shall communicate his/her answer response in writing to the grievant.

##### **Step 3: School Board**

Within 10 working days after receiving the decision of the Superintendent, an appeal of the decision may be made to the Board. The Board shall hold a hearing on the grievance at a regular or special meeting and render its decision in writing to the grievant within 15 working days of the hearing. The Board may consider any material, allegation, or remedy that was not presented in Step 3.

##### **Step 4. Arbitration**

Within thirty (30) calendar days after end of unsuccessful mediation, the Association upon written notice to the Board, may submit the grievance to an arbitrator under and in accordance with the rules of the American Arbitration Association. The selection of the arbitrator and rules which govern the arbitration proceedings shall be in accordance with the rules of the American Arbitration Association for permanent panels. A permanent panel of arbitrators shall be selected by the

Association and the Board not to extend beyond the length of this contract time. Information not previously presented to the Board, or the grievant will be examined by the arbitrator as to its relevance, weight, and admissibility before it can become part of the record in the arbitration proceedings. The decision of the arbitrator shall be advisory, and the Board may implement the decision in whole or in part or may meet with the Association to discuss other alternatives. The fees and expenses of the arbitrator shall be shared equally by the school employer and the grievant. All

other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

C. Hearings.

Hearings shall be conducted at a time and place that 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.

D. Time Limits

Time limits herein may be extended only by mutual agreement signed by the parties. If there is a failure at any step to communicate the decision on a grievance within the specified time limit by the superintendent or the school board, the grievant shall then have the right to appeal at the next step of the procedure. Any grievance not advanced from one step to the next within the time limits by the grievant, shall be deemed resolved by the answer at the previous step.

E. State and Federal Law

Nothing contained herein shall deny to any employee rights under State or Federal Constitutions and laws. No employee shall use the grievance procedure to dispute any action by the Board that is in accordance with State statute. No employee shall use the grievance procedure to appeal any decision of the Board or Administration if such decision is pursuant to any order of or written agreement with any State or Federal Regulatory Commission or Agency.