



Nettle Creek Family of Schools

# **Nettle Creek School Corporation**

**297 East Northmarket Street**

**Hagerstown, Indiana 47346**

CONTRACT BETWEEN THE BOARD OF SCHOOL TRUSTEES OF  
THE NETTLE CREEK SCHOOL CORPORATION  
AND  
THE NETTLE CREEK CLASSROOM TEACHERS ASSOCIATION

August 8, 2017 – June 30, 2018

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\*This table of contents is included as an item of information only, and shall not be construed in any respect or manner as part of this contract, nor was this table of contents bargained between the parties.

## **Article I**

### Recognition

The board recognizes the Nettle Creek Classroom Teachers Association as the exclusive representative of certificated employees in the following bargaining unit:

All full-time and part-time certificated employees, as defined in Public Law 20-29-2-4, in the Nettle Creek School Corporation of Wayne and Henry Counties, Indiana, except for:

Superintendent  
Principals  
Assistant/Associate Principals  
Curriculum Coordinator/Instructional Coach  
Director in Charge of Athletics  
Elementary/Junior Senior High School Guidance Counselors  
Non-certificated employees  
Employees holding positions for which certification is not required

## **Article II**

### Definitions

As used in this contract

1. "School employer" and "board" mean the Board of School Trustees of the Nettle Creek School Corporation and any person/s authorized to act for said body in dealing with its employees.
2. "School corporation" means the Nettle Creek School Corporation of the Counties of Wayne and Henry 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. "Exclusive representative" and "association" mean the school associate organization which has been certified or recognized as the exclusive representative of said certificated associates, or the person/s duly authorized to act on behalf of such representative.

5. When reference is made to male teachers in this contract, it includes female teachers in appropriate context.

### Article III

A. New Hire Placement Document: 2016-2017 School Year\*

<u>Years Experience</u>	<u>Bachelor's Degree</u>	<u>Bachelor's +15 Hours</u>	<u>Master's Degree</u>	<u>Master's +15 Hours</u>
0-3	32833	33114	34570	34855
4	33708	33992	35675	35952
5	34588	34864	36772	37055
6	35462	35743	37871	38148
7	36331	36610	38964	39246
8	37217	37496	40057	40337
9	38088	38368	41159	41439
10	38964	39246	42249	42526
11	39852	40128	43338	43617
12	40722	40999	44443	44725
13	41603	41880	45544	45826
14		42759	46630	46913
15		43635	47733	48014
16		44514	48822	49102
17		45391	49921	50200
18		46267	51017	51296
19		47144	52109	52389
20		48022	53197	53476
21		48900	54304	54584
22		49778	55399	55677
23		50655	56494	56775

This schedule represents the actual teacher contract amount. It does not include the negotiated board contribution of 3% to the Indiana State Teachers' Retirement Fund or the board's contribution to the 403(b) Plan.

Explanation of additional requirements/qualifications necessary to qualify for Bachelor's +15 and Master's +15 columns can be found on page 5.

\* Applicable to new hires after October 14, 2013

B. Additional Training Qualifications

Established Teacher

To qualify for a compensation unit a teacher expecting to earn a Masters Degree or three hours of graduate credit in the evaluation year must make a written application to the Administration Office by July 1.

New Hire

In order to qualify for the Bachelor's +15 Hours lane a new teacher must have the appropriate total number of semester credits earned after completion of a Bachelor's degree, and these additional hours must meet one of the following criteria:

- a. All be graduate hours taken on an approved Master's degree program, or
- b. Upon prior written approval of the Superintendent's Office, all hours must be graduate credit and may be taken to (1) complete an additional subject endorsement(s), or (2) maintain existing subject endorsement(s), or
- c. Written approval for undergraduate credit is granted in advance by the Superintendent's Office to (1) complete an additional subject endorsement(s), or (2) maintain additional subject endorsement(s).

In order to qualify for the Master's +15 Hours lane a teacher must have the appropriate total number of semester hours of credit earned after completion of a Master's degree, and these additional hours must meet one of the following criteria:

- a. Upon written approval of the Superintendent's Office, all hours must be in graduate credit and may be taken to (1) complete an additional subject endorsement(s), or (2) maintain existing subject endorsement(s), or
- b. Written approval for undergraduate credit is granted in advance by the Superintendent's Office to (1) complete an additional subject endorsement(s), or (2) maintain existing subject endorsement(s).

In order to qualify for additional training lane(s), in all cases all credit hours must be earned from an institution accredited by one of the six regional accrediting agencies (New England, Middle States, North Central, Northwest, Southern, and Western) and approved by the appropriate Indiana Agency.

C. Extended Contract

Compensation for an extended contract will be calculated at daily rate times number of days granted.

D. Salary Range

Salaries at Nettle Creek School Corporation for current Bargaining Unit members range from \$32,833 to \$60,637.

E. Pay Schedule for Co-Curricular Responsibilities

In the spring, building principals will post all possible co-curricular positions which will be offered during the following school year. Should NCSC determine to employ members of the Bargaining Unit to perform any of the following ECA duties, the member will be paid according to the following schedule. Where one position is available, ECA positions may be split among more than one member with the total ECA stipend to be divided among the participating members with the prior consent of the superintendent. . The number of positions indicated are not subject to the bargaining process, and are included for informational purposes.

JR-SR HIGH SCHOOL BOYS' SPORTS

Baseball	Head Coach	3682
	Assistant Varsity & JV	2027
Basketball	Head Coach	7033
	Assistant Varsity & JV	3298
	Varsity Assistant	2243
	Intramural	792
	Freshman	2595
	Junior High (2)	1763 each
Cross Country	Head Coach (Boys & Girls)	3298
	Junior High (Boys & Girls)	1021
Football	Head Coach	7033
	Assistant (2)	3298 each
	JV & Freshman	3298
	Assistant JV & Freshman	1851
	Junior High (2)	1763 each
Golf	Head Coach	2184
Tennis	Head Coach & Junior High	2184
Track	Head Coach	3682
	Assistant Varsity	2027
	Junior High	1196
Swimming	Head Coach (Boys & Girls)	3682
	Assistant Varsity (Boys & Girls)	2027
	Diving Coach (Boys & Girls)	1656
	Junior High (Boys & Girls)	1021
Wrestling	Head Coach	3682
	JV	2027
	Assistant	1196
Sports Injury Coordinator		1503

JR-SR HIGH SCHOOL GIRLS' SPORTS



Basketball		
	Head Coach	7033
	JV	3298
	Varsity Assistant	2243
	Junior High (2)	1411 each
Golf		
	Head Coach	2184
Gymnastics		
	Head Coach	2184
Swimming		
	(See page 7 for combined boys' and girls' stipends.)	
Track		
	Head Coach	3682
	Assistant Varsity	2027
	Junior High	1196
Volleyball		
	Head Coach	3682
	JV	2027
	Junior High (2)	1196 each
Softball		
	Head Coach	3682
	Assistant Varsity & JV	2027
Tennis		
	Head Coach & Junior High	2184
Cheerleading		
	Varsity & JV	2027
	Freshman	1196
	Junior High	1196
JR-SR HIGH SCHOOL ACTIVITIES		
PLATO Supervisor / Semester		788
Year Book		1311
Newspaper		984
Band Director		5981
Choral Director		2965
Indoor Performance Ensemble Director		3289
Class Sponsors		
	7, 8, 9, 10 (8)	193
	12 (2)	1013 each
	11 (2)	1421 each
FFA Sponsor		1516 each
FCCLA Sponsor		686
BPA Sponsor		686
PUSH Sponsor		686
P.E.E.R. Helpers Sponsor		686
Curriculum Workshop		
	Chairperson (3)	1017 each
	Participant (7)	796 each
Department Head (8)		1044 each
G/T Coordinator		1044
Spring Musical		1851
Variety Show		802
School Play		1110

H.S.T.W. Coordinator	1404
Summer Conditioning Coordinator (1)	630
Summer Conditioning Coach (5)	525 each
Summer Boys Basketball (1)	1050
Summer Girls Basketball (1)	1050
Summer Football (1)	1050
Summer Volleyball (1)	1050

Academic Team	
Coordinator	809
Area Coach (5)	483 each
Model Legislature Sponsor (2)	483 each
Destination Imagination Coach (3)	642 each
Outdoor Classroom Sponsor	1284
National Honor Society	686
Student Government Association Sponsor	458

#### ELEMENTARY SCHOOL SPORTS

Football (4)	561 each
Volleyball (2)	561 each
Basketball – 5 <sup>th</sup> Grade Boys Traveling Team	1209
Basketball – 6 <sup>th</sup> Grade Boys Traveling Team	1209
Basketball – 5 <sup>th</sup> Grade Girls Traveling Team	1209
Basketball – 6 <sup>th</sup> Grade Girls Traveling Team	1209

#### ELEMENTARY SCHOOL ACTIVITIES

Just Say No Club	591
Science Fair 4 <sup>th</sup> Grade	351
Science Fair 6 <sup>th</sup> Grade	351
Young Authors	458
Media Fair	458
Spell Bowl – Local	351
Spell Bowl – County	177
Elementary Music Director	676
Math Bowl Coordinator	351
Math Bowl Coach	351
Math Bowl Assistant Coach	351
Curriculum Workshop	
Chairperson (1)	1017 each
Participant (6)	796 each
Elementary Yearbook	351
Robotics Coach	351

F. Payment of Salary

1. Basic salaries for teachers shall be paid in twenty-six (26) payments via direct deposit to the account designated, in writing, by the employee. During the regular school year, pay stubs shall be provided for pick-up at the elementary school front office for elementary teachers and at the high school front office for high school teachers. Any pay stubs not picked up on payday shall be placed in the individual teacher's school mailbox.
2. If the employee relationship with the school district is terminated, the remaining compensation due the teacher shall be paid on the pay date for the pay period in which the separation occurred. No other acceleration of pay shall be made except as provided by this section.
3. Co-curricular pay for all athletic position assignments will be paid upon certification of completion of duty and submission of a signed claim to the corporation business office.
4. A teacher who is receiving basic salary in twenty-six (26) payments may request, in writing and prior to the first day of the school year, that the balance of all salary due and payable as of the close of the term of his/her individual contract be paid. With such notice, and provided that all contract services have been completed, said balance shall be paid to said teacher on the first scheduled payday after the completion of the last school day for teachers. This request may be delayed should the corporation be required to borrow funds to meet the early payment distribution. The superintendent will meet with the NCCTA president to determine the earliest possible payment of the contract salaries.
5. During periods other than the regular school year, including summer school, payroll deposits shall be provided to employees on the days which constitute regular paydays under the twenty-six (26) pay day plan. Pay stubs shall be held at the administration building for pick-up by teachers. In the event that pay stubs are not picked up on the designated payday, said stubs shall be held at the administration building. It is understood that pay stubs may be picked up by the employee named upon said stub.

G. Building-to-Building Mileage Reimbursement

Full-time teachers employed under regular or temporary contract who's regularly assigned teaching schedule/s cause them to teach classes in more than one (1) building, shall be reimbursed for authorized travel at the rate of fifty-three and five tenths (53.5) cents per approved mile, effective on the date of master contract ratification. It is understood that mileage reimbursement will not be paid to the

first school assignment, nor shall this provision be construed to include any travel relating to co-curricular assignment/s or duties.

Teachers who claim mileage reimbursement under this provision shall file claim forms, showing dates and mileage, with the corporation business office twice each school year, no later than the first day of the last week of each semester.

H. Mileage Reimbursement for School Business

A full-time teacher under regular or temporary contract, who is authorized by the board to use his private automobile in carrying out the business of the school corporation, shall be reimbursed for approved travel at the rate of fifty-three and five tenths (53.5) cents per mile, effective on the date of master contract ratification. The board's liability insurance will provide secondary coverage to teachers who are personally insured. The board's liability, however, shall not extend to teachers who use personal vehicles for school corporation business without proper authorization from the board.

I. Teacher Compensation Funds

\$110,000 will be distributed through the Teacher Compensation System.

## Article IV

### Compensation Tool See Appendix A

#### Wage-Related Fringe Benefits

A. Hospitalization/Medical Insurance

The school employer will pay toward the cost of major medical insurance for each full-time teacher employed under regular contract and enrolled in the school corporation's group insurance plan. Up to the amounts specified below, not to exceed the cost of the applicable premium, will be paid to each carrier/s as is determined solely by the school employer, following input from the association, with the teacher paying not less than one dollar (\$1.00) per year.

#### Maximum Board Payment Per Teacher

<u>Calendar Year</u>	<u>Board Payment Single Plan</u>	<u>Board Payment Family Plan</u>
2018	\$5,245.00	\$10,787

It is understood that contributions by the board toward hospitalization/medical insurance shall be effective with the January anniversary date of the school corporation's group plan. In the event that the master contract should be ratified at a date later than the January anniversary of the corporation's group plan, new board contribution rates shall be effective on the date of master contract ratification. Retroactive contributions will not be made.

B. Vision and Dental Insurance

Beginning with the enrollment period for the calendar year 2004, the school employer will provide each full-time certificated employee with the opportunity to enroll in the group dental and vision insurance plans offered by the East Central Indiana School Trust. The teacher may opt to enroll in either or both plans, and all premiums will be paid by said teacher. The plan will be administered through the Section 125 flexible benefits plan.

C. Long-Term Disability Insurance

The school employer will pay toward the cost of long-term disability insurance for each full-time teacher employed under regular contract and enrolled in the school corporation's long-term disability plan. Up to the amount/s specified below, not to exceed the cost of the applicable premium, will be paid to such carrier/s as is determined solely by the school employer following input from the association, with the teacher paying not less than one dollar (\$1.00) per year.

Maximum LTD Board Payment Per Teacher Per Year is \$150.00

Teachers need to be aware of the provisions of the long-term disability coverage which requires a 90-day elimination period prior to LTD benefits.

D. Group Term Life Insurance

The school employer shall provide \$50,000 group term life insurance coverage for each full-time teacher employed under regular contract and enrolled in the group plan determined and selected solely by the board, following input from the association, with the teacher one dollar (\$1.00) per year. The coverage shall include a double indemnity clause.

The above is to be effective on September 1 of the school year.

E. Personal Illness Leave

Each full-time teacher employed under regular or temporary contract shall be entitled to be absent from work on account of personal illness or quarantine for a total of thirteen (13) days the first year of employment and ten (10) days in each succeeding year without loss of compensation. If, in any one (1) school year, the teacher shall be absent for such illness or quarantine less than the prescribed number of days, the remaining days shall be accumulated to a total of 180 days.

Teachers shall be given an accounting of their accumulated sick leave under this provision with each paycheck.

F. Personal Business Leave

Each full-time teacher under regular contract shall be entitled to three (3) days of absence per school year without loss of pay for the transaction of personal business and/or the conduct of personal or civic affairs. If, in any one (1) school year, the teacher shall be absent for reasons covered in this provision for fewer than three (3) days, the remaining days shall be accumulative as personal illness days, subject to the limitation in Article IV, Section E. Prior notification of intent to be absent shall be given to designated administrators, whenever possible.

After a full-time teacher has exhausted his/her personal business leave days, up to two (2) personal illness days shall be converted to personal business leave days during one school year.

G. Bereavement Leave

In the case of death in the immediate family of a full-time teacher employed under regular contract, the teacher is entitled to be absent without loss of compensation for a period extending not more than five (5) school days within a fourteen (14) calendar day period beyond such death, for the purpose of attending the last rites and attending to other personal matters of the immediate family member, provided, however, that said rites occur while said teacher is performing duties as assigned by the board under a valid teacher's contract; and that said rites do not occur during the time when said teacher is absent from assigned duties due to vacation, leave of absence, sick leave, or personal leave, or any other leaves which may have been previously granted or approved by the board. "Immediate family" is defined for purposes of this provision as including any foster child, step-sibling, step-parent, step-child, grandfather, grandmother, father, mother, brother, sister, father-in-law, mother-in-law, grandchild, or other relative who, at the time of death, was living as a member of the teacher's household.

In the event that the death is that of a spouse or child of the full-time teacher, the teacher may be absent, without loss of compensation, for up to ten (10) working days.

A full-time teacher may take two (2) days leave in the event of the death of a son-in-law, daughter-in-law, niece, nephew, aunt, uncle, great-grandparent.

In the case of the death of a relative or close friend not living in the household of the teacher at the time of death, the teacher is entitled to be absent one (1) day without loss of compensation, provided, however, said teacher does attend in person the last rites of the stated family member or close friend not living in the household of said teacher at the time of death; that said rites occur while said teacher is performing duties as assigned by the board under a valid teacher's contract; and that said rites do not occur during the time when said teacher is absent from assigned duties due to vacation, or leaves of absence, or sick leave, or leaves for personal business, or any other leaves which may have been previously granted or approved by the board.

H. Family Illness Leave

Each full-time teacher employed under regular contract shall be entitled to be absent from work on account of illness in the immediate family for a total of five (5) days without loss of compensation. "Immediate family" for the purposes of this provision is defined as including grandparent, parent, sibling, child, grandchild, spouse, step-sibling, step-child, foster child, and step-parent.

After a full-time teacher has exhausted his/her family illness days, up to five (5) personal illness days shall be converted to family illness days, as needed. In extenuating circumstances, the board may grant the conversion of additional personal illness days to family illness days. At the end of each school year any unused family illness days will convert to personal illness days.

I. Jury Duty Leave

A full-time teacher employed under regular contract who is called for grand or petit jury duty shall, during the required period of absence from assigned duty by the board, be paid full regular salary less the total amount of per diem allowance earned by such teacher for jury duty.

J. Temporary Disability Leave

1. "Temporary disability" as used in this section means a condition which results in a teacher's inability to perform the essential functions of the position of classroom teacher with reasonable accommodation for more than thirty but less than or equal to 180 contract days. The term includes

any physical, mental, or maternity related condition that meets this definition.

2. A teacher with a temporary disability or a person authorized to act on such a teacher's behalf shall submit Department of Labor Form WH-380 completed by the teacher's health care provider to initiate the teacher's request for temporary disability leave. If the completed Form WH-380 indicates that the teacher has a temporary disability, the teacher shall be granted temporary disability leave pursuant to this section.
3. Temporary disability leave pursuant to this section shall be designated by the board as leave for a "serious health condition" pursuant to the federal Family and Medical Leave Act ("FMLA") using Department of Labor Form WH-381. FMLA allows eligible employees to take a job-protected, unpaid leave for up to twelve (12) work weeks per twelve month period.
4. A teacher's temporary leave shall consist of the teacher's accrued paid sick leave, personal leave, and approved sick leave bank days running concurrent to unpaid FMLA leave. Paid and unpaid leave shall be coordinated as follows:
  - a. If a teacher has more than 12 work weeks (60 contract days) of accrued paid sick and personal leave days, at the end of the teacher's sick leave, personal leave, and approved sick leave bank days, the teacher shall be permitted to continue on unpaid leave under the terms set forth in Section 3.
  - b. If the teacher has less than 12 work weeks (60 contract days) of accrued paid sick and personal leave, and approved sick leave bank days, the teacher shall be permitted to continue on unpaid FMLA leave until the teacher has been on a combination of paid and unpaid FMLA leave for 12 work weeks (60 contract days). During unpaid FMLA leave, the teacher shall continue to receive the same board contribution toward group health, dental and vision insurance the teacher was receiving on the last day the teacher worked.
  - c. After a teacher has been on paid or unpaid FMLA leave for a total of 12 work weeks (60 contract days) in a 12-month period, the teacher shall be permitted to continue on unpaid leave for a total of one year from the first day of leave taken by the teacher. During this leave, the teacher shall continue to receive the same board contribution toward group health, dental, and vision insurance the teacher was receiving on the last day the teacher worked. The teacher portion of the group health insurance premium must be paid on or before each teacher pay day.



5. A teacher whose health care provider certifies that the teacher has a temporary disability shall have a right to temporary disability leave pursuant to Section 4 for up to 12 work weeks (60 contract days) in a 12-month period. Temporary disability leave may be extended beyond this period for up to one (1) school year by the board, if the teacher's health care provider confirms in writing that the teacher should be able to perform essential functions of the position of classroom teacher with reasonable accommodation before the first contract day of the next school year following the certification. Upon receipt of this certification from the teacher's health care provider, before making a decision on a request from a teacher on temporary disability leave to extend that unpaid leave, the board may require that the teacher be examined by a health care provider selected and compensated by the board. In making its decision on the extension of the teacher's temporary disability leave, the board shall consider the opinion of both the teacher's health care provider and its health care provider.

WH-380 and WH-381 forms are available in the teacher handbook and at the central administrative office.

K. Retired Teachers – Insurance Participation

Subject to the approval of the school corporation group insurance carrier/s, teachers who retire while in the service of the school corporation may, upon written request to the school employer, remain members of said group/s for purposes of receiving insurance benefits, provided, however, that said teachers pay the full premium cost of such insurance in advance of the billing date/s. The school employer shall not be responsible for any lapse of insurance coverage due to the failure of a teacher to make payment/s prior to the billing date/s.

L. Sick Leave Bank

1. Eligible Participants

Full-time certificated employees under contract to the school corporation.

2. Structure

The board will, at the beginning of each school year, allot up to one hundred (100) days to a sick leave bank for use by full-time certificated employees of the district who are under contract to the corporation and who may be absent from assigned duty due to illness, injury, or incapacitation substantial in nature or duration, once said certificated employee's sick leave and personal business leave and any accumulation/s of such provisions have been exhausted, under the

following terms and conditions:

The board allotment shall not accumulate from year to year, provided however, that the board may, at its sole discretion, not subject to the grievance procedure contained in this contract, add additional days to the sick leave bank, as it deems necessary and appropriate.

3. Sick Leave Bank Committee

The Board of School Trustees of the Nettle Creek School Corporation shall be the administering agent of the sick leave bank. A Sick Leave Bank Committee shall be formed annually to assist the board in administering the sick leave bank. This committee shall consist of two (2) persons appointed by the board and one (1) person appointed by the association. The board shall appoint one (1) board member and one (1) administrator (other than the superintendent) as its representatives on the sick leave bank committee. Appointments to the Sick Leave Bank Committee shall be made in writing to the superintendent not later than the end of the first school day which occurs during the initial week of the school year.

4. Use of Sick Leave Bank

- a. To be eligible for use of days from the sick leave bank, a certificated employee or member of said employee's immediate family or said employee's authorized designee, if said employee has no immediate family, shall make written application to the Sick Leave Bank Committee, in care of the superintendent, for leave under this provision, and said application shall be accompanied by a physician's certificate stating the nature, possible length of absence, and prognosis of the employee's condition. "Immediate family" for purposes of this provision, shall be interpreted as including only spouse, dependent children, and any other relative residing in the home of the employee at the time of incapacitation.
- b. The certificated employee so incapacitated must have exhausted all sick leave and personal business leave and any accumulation of such leaves before application is submitted for sick leave bank benefits.
- c. The Sick Leave Bank Committee shall, once requisites set forth herein above are met by any applicant, review each case on its merits, and its decision will be final.
- d. Each certificated employee may apply and be entitled to use up to thirty-one (31) school days per school year from the sick leave bank.

5. Repayment of Days to the Sick Leave Bank

- a. Upon resumption of assigned duties after having used days from the sick leave bank, the employee shall repay the number of days owed to the sick leave bank at the rate of four (4) days per school year until the loan has been repaid in full.
- b. An employee who leaves employment of the school corporation and who, at the time of leaving, owes loaned sick leave days to the sick leave bank, shall repay to the General Fund the value of the outstanding debt to the sick leave bank.

M. Board Contribution to Indiana State Teachers' Retirement Fund

The board shall pay the employee's contribution of three percent (3%) to the Indiana State Teachers' Retirement Fund (ISTRF).

N. IRS Section 125

A teacher may participate in this school corporation's flexible benefits plan, with all monthly user fees paid by the participating teachers. Such plan shall be established with a carrier mutually agreed upon by the NCCTA and the NCSC in accordance with the provisions of Section 125 of the Internal Revenue Code. The administrative costs for the IRS Section 125 plan shall be borne equally by the corporation and the plan participants.

O. Admission Passes

One all-season sports pass shall be granted at no charge to all K-12 teachers upon request..

P. Background Check

The corporation will assume the cost of one Indiana background check for each existing teacher.

## 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.

A. Definitions

As used in this procedure:

1. "Grievance" means, and shall be limited to, an alleged violation of an expressed 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 him to act in his behalf in dealing with school employees.
3. "Grievant" means the certificated school employee 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.

B. Procedure

1. In all steps of this procedure, the grievant may be represented by an Association representative/s of his/her choice, provided, however, that in the event that the grievant intends to be represented at any step of this procedure, the principal, or his/her designee shall be notified in Step One only, at least twenty-four (24) hours prior to the meeting.
2. In cases where an alleged grievance affects two (2) or more employees in a building, or two (2) or more employees in the district, the association may initiate the claim. In the event that said alleged grievance directly affects two (2) or more employees in different buildings, any grievance shall be initiated by the association at Step Three.
3. All documents, communications, and records dealing with the processing of the grievance shall be filed separate from the personnel files of the grievant/s.
4. **Step One**
  - a. Within ten (10) days of the time that the grievant knew, or reasonably should have known, of the act or condition on which it is based, the grievant shall present the grievance to the building principal during non-teaching hours. Within three (3) days after the presentation of the grievance, the building principal shall orally answer the grievant.
5. **Step Two**

- a. Within six (6) days after the presentation of the grievance at Step One, if the grievance is not resolved, it shall be stated in writing, signed by the grievant and submitted to the building principal on the form provided by the administration (Attachment A).
- b. The grievance shall 1) name the employee involved, 2) state the facts giving rise to the grievance, 3) identify the specific provisions of the agreement alleged to be violated, 4) state the contention of the grievant with respect to the grievance, and 5) state the specific relief requested.
- c. Within five (5) days after receiving the written grievance, the principal shall meet with the grievant in an effort to resolve the grievance.
- d. Within five (5) days after such meeting, the principal shall communicate his answer in writing to the grievant .

**6. Step Three**

- a. If the grievance is not resolved in Step Two, the grievant may, within five (5) days of receipt of the principal's answer, appeal to the superintendent by filing the grievance and the principal's answer, along with the written response of the grievant to the answer from the principal, with the Office of the Superintendent, which shall receipt therefore.
- b. Within five (5) days after receiving the written grievance, the superintendent or his designated representative shall meet with the grievant and the principal in an effort to resolve the grievance.
- c. The superintendent, or his designated representative, shall give the grievant an answer in writing not later than ten (10) days after such meeting.

**C. Hearings**

Hearings shall be conducted at a time and place which will afford opportunity for all persons, including witnesses, entitled to be present, to attend. Hearings shall be conducted during non-school hours, unless there is a mutual agreement for other arrangements. In the event that a hearing is held during assigned duty time, those unit members required to be present as grievant/s or witnesses shall suffer no loss by virtue of attendance.

**D. Time Limits**

1. Time limits herein may be extended only by mutual written agreement, signed by the parties.
2. Any grievance not advanced from one step to the next within the time limits shall be deemed resolved by the answer at the previous step.
3. Any grievance not presented in Step One within ten (10) days of the time the grievant knew or reasonably should have known of the act or condition, or any grievance not submitted in writing in Step Two within six (6) days of its submission in Step One, shall be deemed waived and shall not be processed.

E. State and Federal Law

1. Nothing contained herein shall deny to any employee rights under state or federal constitutions or law.
2. 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 having the effect of law.

## **Article VI**

### Dues Deduction

The school employer shall, upon receipt of the written authorization of a certificated school employee, deduct from the pay of such employee, in equal payments which coincide with the number of payments received by each said employee during his contract year, any dues designated or certified by the appropriate officer of the exclusive representative and shall remit such dues to such exclusive representative, once each month, on the date federal taxes are submitted. Said deductions may include political action contributions (PAC), at the sole discretion of each individual certificated employee, so long as said political action contributions are included with the aforementioned monthly remittances to the exclusive representative.

The exclusive representative shall indemnify and hold the school employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the school employer or school corporation in reliance upon signed authorization cards or lists furnished to the school employer or school corporation by the exclusive representative for the purpose of payroll deduction of dues.

## **Article VII**

### Summer School

A teacher of summer school shall be issued a supplemental service teacher's contract and shall be paid for each hour of instruction at an hourly rate based on his/her regular teacher's contract. Summer programming teachers are expected to serve each day of their summer contract. However, it is recognized that certain emergencies can occur. In these cases the Corporation will arrange for a teacher substitute who will be paid in lieu of the contracted teacher.

## **Article VIII**

### IRS Code Section 403(b) Matching Annuity and Custodial Mutual Funds Plan

#### A. Program

1. The Board agrees to provide a qualified IRS Code Section 403(b) matching annuity plan ("Plan") for all teachers under the Collective Bargaining Agreement. The "Plan" may include provisions allowing salary reduction contributions, matching salary settlement diversion contributions, matching employer contributions, and matching employee contributions. Within the provisions of the IRS Code, the "Plan" shall be fully and immediately vested for contributions, shall be portable, and include the availability of loans and hardship withdrawals.

#### B. Matching Contributions

1. The Board, by salary settlement diversion, shall match each participating teacher's like contribution of 3% of the teacher's salary appearing on the individual teacher's contract.

The salary diversion and the teacher's matching contribution shall continue for as long as the plan is in effect.

#### C. Salary Settlement Diversion

1. A total diversion of 3% will continue to be a part of the 403(b) program throughout its term.

#### D. Steering Committee

1. A joint Steering Committee shall be created by the parties through appointments of teachers by the Association President and administrative representatives by the superintendent. The committee shall be charged with the responsibility of monitoring the Plan, providing for IRS compliance of the plan, selection of the Plan sole source vendor by mutual agreement, providing training and information to participants, and any other function necessary to implement the provisions of this section.

E. Termination

1. Should the parties decide to end the plan provided by this article, the salary diversion in effect shall be added to the next school year's salary schedule without negotiations.

## Article IX

### Term and General Provisions

#### Term

This contract shall be effective as of **August 8, 2017** and shall continue in effect through **June 30, 2018**.

#### General Provisions

This contract supersedes and cancels all previous contracts or agreements, verbal or written or based on alleged past practices, between the school employer and the exclusive representative and constitutes the entire agreement between parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

If any article or section of this contract or any rider thereto shall be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

All bargainable issues have been considered during the negotiations leading to this contract and no additional bargaining on said issues will be conducted on any item, whether contained herein or not, during the life of this contract, unless the parties, by supplemental written agreement hereto, agree to conduct additional bargaining on said subjects or matter. This provision shall not affect the bargaining of a successor to this contract.



The school employer construes, and the exclusive representative recognizes, the specific provision of this contract as constituting limitations and being the only limitations upon the school employer's power, right, authority, duties, and responsibilities to manage and direct the operations and activities of this school corporation to the full extent authorized by law.

This contract is made and entered into at Hagerstown, Indiana on the 11<sup>th</sup> day of October, 2017, by and between the Board of School Trustees of the Nettle Creek School Corporation, Counties of Wayne and Henry, State of Indiana, party of the first part, heretofore referred to as "school employer" or "board," and the Nettle Creek Classroom Teachers Association, party of the second part, heretofore referred to as the "exclusive representative" or "association."

This contract is so attested to by the parties whose signatures appear below, and dated this 16<sup>th</sup> day of October, 2017.

BOARD OF SCHOOL TRUSTEES OF THE  
NETTLE CREEK SCHOOL CORPORATION

NETTLE CREEK CLASSROOM  
TEACHERS ASSOCIATION

\_\_\_\_\_  
Cary Rhoades, President and  
Chief Negotiator

\_\_\_\_\_  
Belinda Locke, President

\_\_\_\_\_  
Elaine Hellwarth, Secretary

\_\_\_\_\_  
Pam Chew, Secretary

# Nettle Creek School Corporation

## Grievance – Step Two

1) Grievant Name: \_\_\_\_\_

2) A statement of the fact giving rise to the grievance:

3) The specific provisions of the Agreement alleged to be violated:

4) A statement of your contention with respect to the grievance:

5) Specific relief requested:

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

Received by \_\_\_\_\_

\_\_\_\_\_

Administrator's Signature

Date

### Appendix A – Teacher Compensation System

Funds provided by the NCSC that are committed to the teachers as a result of bargaining will be distributed through the Teacher Compensation System based on the relevant data collected in the previous school year.

This provision applies to bargaining unit members employed in 2017-2018 who were employed in 2016 – 2017.

Teacher Compensation will be based upon performance with teachers earning units for specific performance in the following three defined categories:

1. Teacher Evaluation (added to base)
2. Education (stipend)
3. Experience (stipend)

Teachers who are evaluated as Needs Improvement or Ineffective (bottom 2 categories in the NCSC Teacher Performance Evaluation System) are not eligible to receive any salary increase. Compensation money for increases that otherwise would have been given to a teacher whose performance is rated Ineffective or Needs Improvement will be redistributed among teachers whose performance is rated Effective or Highly Effective.

A teacher who did not receive a raise or increment due to performance evaluation results will be granted a private conference with the superintendent or designee upon request.

Teachers may earn six units in category 1 and one unit each in categories 2 and 3 for a maximum of eight units per year.

Teachers will be 'grandfathered' into the new compensation system at the level they were assigned as of July, 2012.

### Category Definitions

1. Teacher Evaluation (added to base)
  - Teachers who score in the top two categories (Highly Effective or Effective) on the evaluation instrument. 6 units.
2. Education (stipend)

- The possession of an eligible content area graduate degree or content area graduate college credit hours beyond the requirements for employment. Eligible content areas are any content area (as defined by the IDOE) in which the teacher currently teaches or any other content area approved by the superintendent. 1 unit

### 3. Experience (stipend)

- Minimum 120 paid days during the previous year. 1 unit

Teachers hired in areas deemed by the superintendent as “difficult to fill” may receive, at the discretion of the superintendent, up to a \$4,000 increase to the base starting salary.

The superintendent has the discretion to add up to a \$4,000 stipend (\$1,000 paid per year for four years) to the offer extended to any new teacher. Any such stipend must be repaid by the teacher to the corporation if the teacher leaves the corporation before completing four years of service.