

CONTRACTUAL AGREEMENT

between

NORWELL CLASSROOM TEACHERS ASSOCIATION

and the

BOARD OF SCHOOL TRUSTEES

of

NORTHERN WELLS COMMUNITY SCHOOLS

August 1, 2017 – June 30, 2018

NORTHERN WELLS COMMUNITY SCHOOLS  
312 N. JEFFERSON ST.  
OSSIAN, INDIANA 46777  
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*Approved 11-7-17*



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THE BOARD OF SCHOOL TRUSTEES OF THE NORTHERN WELLS COMMUNITY SCHOOL CORPORATION, WELLS COUNTY, STATE OF INDIANA, AND THE NORWELL CLASSROOM TEACHERS ASSOCIATION, HEREBY AGREE AS FOLLOWS:

**A. Recognition**

The Board of School Trustees of the Northern Wells Community School Corporation hereby recognizes the Norwell Classroom Teachers Association as the exclusive representative of the certified school employees in the following described bargaining unit:

All contracted certified school employees including Teachers, Guidance Counselors, Library Media Specialists, Speech Language Pathologists employed by the Northern Wells Community School Corporation, except for: –Superintendent, Assistant Superintendents, Business Manager, Title I Director, Literacy Coordinator, Athletic Director, Principals, Assistant Principals, Deans, Natatorium Director, Director of Student Services and Testing Coordinator, any other Corporation Directors who are employees receiving administrative benefits. Teachers who are part-time administrators are represented by the bargaining unit for the non-administrative time.

**B. Definitions**

1. The term "**teacher**", when used in this Agreement, shall refer to all contracted certified school employees employed by the Board in the bargaining unit as is defined in Section A above. A full time teacher works at least 187-day contract for eight hours a day. A teacher who works less than full time shall be considered a reduced contract teacher. **Note:** number of days in the contract, 187, was not an item of bargaining. It was decided through the formal discussion process but is relevant to the master contract and will appear in subsequent portions of this document.
2. The term "**Board**", when used in this Agreement, shall refer to the Board of School Trustees of the Northern Wells Community School Corporation, its authorized officers, representatives and agents.
3. The terms "**School Corporation**" and "**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, its Board and administrators or persons authorized to act on behalf of the Board in dealing with its employees.
4. The terms "**Association**" and "**NCTA**", when used in this Agreement, shall refer to the Norwell Classroom Teachers Association, its authorized officers, representatives and agents.
5. 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. No other agreements exist, written or implied, outside of this document.

**C. Term of Agreement**

The term of this Agreement shall begin as of **Aug. 1, 2017** (subsequent revisions shall be effective upon ratification by both the NCTA and NWCS) and shall continue in full force and effect until **June 30, 2018** 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 negotiation.

**D. Limitations**

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 SCHOOL TRUSTEES  
NORTHERN WELLS COMMUNITY  
SCHOOL CORPORATION

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

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

\_\_\_\_\_  
Negotiating Team Member

\_\_\_\_\_  
Board Member

## **I. PROFESSIONAL COMPENSATION**

### **A. Base Salary**

The salary earned by a teacher for working full time for 187 days. The base salary does not include any salary for additional days on the contract, extra-curricular salary, or stipends.

The starting base salary for a teacher with a Bachelor's degree - \$36,708.

The starting base salary for a teacher with a Master's degree- \$38,059.

The maximum base salary for a teacher with a Master's degree- \$69,329

The maximum base salary for a teacher with a "6<sup>th</sup> year degree" - \$70,470

### **B. Daily Rate**

Equals the Base Salary divided by 187 and then rounded to the nearest cent.

### **C. Hourly Rate**

Equals the Daily Rate divided by 8 and then rounded to the nearest cent.

### **D. Salary Determination Parameters for New Teachers**

Category 1 - Teachers with no prior teaching experience or prior professional work experience in the field related to their teaching position. Placement on the salary scale shall be at the starting base salary.

Category 2 - Teachers with no prior teaching experience or prior professional work experience in the field related to their teaching position, but are being hired for a teaching position in which less than ten (10) qualified candidates exist. Placement on the salary scale shall be at the starting base salary. The Superintendent may grant a stipend of up to \$4500 to be distributed evenly at the completion of each of the first three school years (up to \$1500 per year). If a teacher hired in this category receives a "Needs Improvement" or "Ineffective" on his/her yearly evaluation, the stipend will not be granted.

Category 3 - Teachers with qualified years of effective teaching experience from another school corporation. Credit may be granted for up to fifteen (15) years of effective teaching experience. Teacher may also receive up to one additional step for each additional two years of effective teaching experience.

Category 4 - Non-teachers / Non-licensed professionals with prior professional work experience in the field related to their teaching position or military service. Credit may

be granted for up to fifteen (15) years of work experience. Teacher may also receive up to one additional step for each additional two years of experience.

Category 5 - Critical Need Areas. In critical need areas, where less than three (3) qualified candidates exist, the Superintendent will assign a new employee's salary in the range of the salaries of current members of the collective bargaining unit.

#### **E. Extended contracts**

Extended contracts shall include salary proportionate to the additional length of the contract which is the daily rate multiplied by the number of days worked.

#### **F. Determination of Salary for a Substitute Teacher as in IC 20-28-9-7(b).**

The Superintendent will assign the salary of a substitute teacher who serves in the same position for more than fifteen (15) consecutive days in accordance with IC 20-28-9-7(b). The daily rate for such teacher shall be equal to the daily rate of starting teacher's salary, unless a qualified substitute cannot be found at that rate. If a qualified substitute teacher cannot be found, the Superintendent may increase the salary for the substitute. Any salary for a substitute teacher in this situation will remain within the range of the salaries of current members of the collective bargaining unit.

#### **G. Compensation Plan for 2017-18**

Base salary increases for 2017-18 will be based on three factors; academic need, evaluation rating, and possession of an eligible degree or credit hours. To be eligible for a base salary increase, the teacher must have been employed by Northern Wells Community Schools for at least 93 days in 2016-17 and have received an evaluation rating of Effective or Highly Effective.

An eligible teacher satisfies the academic needs of students factor by participating in all corporation-wide professional development. The amount of the increase for a teacher that satisfies this component is \$500. The amount of the increase for a teacher with an evaluation rating of Effective or Highly Effective in 2016-17 will be \$1000. Eligible teachers will receive a \$500 increase to their base salaries for possession of an eligible content area Master's degree or a Master's degree with credit hours in a content area that is not otherwise required for employment. Eligible content areas mean any content area, as defined by IDOE, in which the teacher currently teaches or any other content area approved by the superintendent.



Any teacher who has reached the salary range maximum prior to this agreement will receive a \$400 stipend. Any teacher, who as a result of the agreement, exceeds the maximum salary will receive the amount above the salary maximum in the form of a stipend not to exceed \$400.

## **H. Extracurricular**

All compensation for extracurricular activities and athletics shall be according to the schedule set forth in Article VI. A teacher may share his/her compensation with another person who has been approved to work as a coach or sponsor of the same extra-curricular activity.

## **I. Professional Development Stipends and compensation**

The hourly rate for teachers being paid to attend voluntary professional development activities beyond the regular school day, on Saturdays, or during the summer is \$20 per hour.

Teachers taking course work to receive graduate credits to earn a dual credit certification will be reimbursed up to \$175 per credit hour for this work. The teacher must verify with the principal prior to taking the courses that the course work does meet the requirements for a dual credit certification. The courses must be completed successfully and count toward the dual credit certification to be reimbursed. Except in the presence of valid extenuating circumstances, if the teacher fails to earn the dual credit certification or resigns or retires prior to working in the school corporation for three full years after earning the dual credit certification, the teacher will be required to repay the school corporation all reimbursements accrued by that teacher.

## **II. FRINGE BENEFITS**

Insurance coverage as specified hereafter will be provided only to those teachers contracted for a minimum of one (1) semester. A teacher employed for a portion of the school day or school year shall be entitled to a proportionate amount of the specified stipend provided he/she has signed a contract.

### **A. Health Insurance.**

The school employer will contribute a portion of the cost of hospital, surgical, and medical insurance for each teacher employed. 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) dollar per teacher.

#### **Beginning Jan. 1, 2018**

SEBT Single NWD: \$7,465  
SEBT Single CDHP A: \$7,096  
SEBT Single CDHP B: \$6,190  
SEBT Single CDHP C: \$5,457

SEBT Family NWD: \$13,849  
SEBT Family CDHP A: \$13,795  
SEBT Family CDHP B: \$13,663  
SEBT Family CDHP C: \$13,076

In the event both husband and wife are eligible for such coverage, they may use the corporation's contribution for the benefit to take individual single plans for \$1 each or they may combine the corporation's contribution for the benefit toward one family plan. If the combined corporation contribution is more than the total annual premium for the family plan, then the employees shall pay \$1 each.

#### **B. Group Term Life Insurance.**

The school employer will 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. If the group plan is discontinued, the individual would have the option of converting to an individual policy.

The maximum school employer payment per teacher is not to exceed \$53 per year with the teacher paying the balance due of such costs with a minimum cost of one (\$1) dollar per teacher.

#### **C. Income Protection Insurance.**

The school employer will 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 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 school employer 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.

### **III. PAID ABSENCES AND LEAVES**

#### **A. General Provisions**

A full time teacher will receive the benefits listed below. A reduced contract teacher shall have the days allowed for paid leave prorated and rounded to the nearest one-half day.

#### **B. Specific Provisions**

1. **Sick Leave.** 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 substitute pay rate. Days must be returned by June 30 after the end of each school year.

**2. Sick Leave Bank.** Teachers may participate in an annual sick leave bank by donating one sick leave day to the sick leave bank on or prior to the start of the students' first day of school in any given school year. The sick leave bank shall consist of the cumulative total of all sick leave days donated by teachers in that school year plus any days remaining from the previous year's donation.

Teachers who have exhausted all possible leave days, who donate one day to the sick leave bank in the year the leave is needed, and who provide a note from a doctor shall be eligible to request the use of the sick leave bank. An eligible teacher may be authorized up to a maximum of 60 days in any school year. Leave days used from the sick leave bank will be deducted directly from the sick leave bank on behalf of the teacher who is authorized to use them.

Sick leave days carried forward into the subsequent year will be used first, but will expire if those days are not used within a two-year period of time.

**3. Family Illness.** Three (3) days per year shall be allowed for illness in the teacher's immediate family, (parents, brother, sister, husband, wife, child, in-laws, grandparents or a person living in the home as part of the family). These days are not cumulative. These days are in addition to the accumulated sick leave days. If more days are needed, the teacher will be allowed to take additional days from his/her personal sick leave days up to the 8.5 personal sick days allowed per year.

**4. 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, or uncle.

This section, dealing with paid bereavement leave, is not intended to restrict teachers from requesting, nor the corporation from granting at its discretion, additional unpaid leave in the event of bereavement or funerals.

The days relative to bereavement leave are not cumulative.

**5. Personal Business.** A teacher is authorized by law two (2) days of absence "with pay" for the transaction of personal business and/or the conduct of personal and civic

affairs per school year. Personal days are not intended to be used to extend holiday or vacation periods or to accommodate transportation arrangements for a holiday or vacation period and should not be used for such. Any unused personal business days may, at the end of the school year, be credited to cumulated sick leave, with the exception that five (5) days may be accumulated as personal leave days. Teachers who have accumulated the maximum personal business days may use current days without reducing the maximum cumulative total.

Notification of requested days for personal business should be made in writing to the principal when it is possible.

**6. Personal Business Day Transfers.** 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 any individual teacher in one (1) school year.

**7. Jury Duty/Court Appearance.** 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.

**8. 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 based upon the teacher providing a copy of his/her military orders documenting the days of absence required.

**9. Professional Leave.** The continued necessity for improvement in instruction in public education is paramount in today's society. Thus it is recognized by the Board that a teacher is permitted two (2) days paid leave each school year for the expressed purpose of participation in:

- a. Seminars;
- b. Conferences sponsored by professional or technical associations, industries, colleges, universities, or governmental agencies;
- c. School visitations;
- d. Coaching clinics for head coaches only (1 professional day per sport);
- e. College classes.
- f. Activities necessary to maintain a quality co-curricular program (1 professional day per program)

A professional leave request form must be sent to the Superintendent's office stating the purpose and scope of the meeting prior to the approval of the professional

leave. Central office and building administration have the right to deny requests that fall outside of corporation interests.

Registration fees and expenses of up to three hundred (\$300) dollars per year per teacher will be paid by the Corporation for approved meetings during the school year and summer immediately following the present school year. All other expenses will be borne by the teacher. Detailed receipts must be submitted to the central office within 10 school days of the activity.

A teacher who is permitted to attend a professional meeting, workshop, conference, etc., must submit a report to his/her principal and one copy to the Superintendent's office within 10 school days following the last day of leave and before reimbursements will be issued.

**10. Family Medical Leave Act (FMLA).** The corporation agrees to provide teachers access to their FMLA rights through a link on the corporation website. In addition, the corporation agrees to the following:

a. **Leave Substitution.** Teachers may substitute accrued personal, sick or family illness days other qualifying leave for all or part of any otherwise unpaid family medical leave. This qualifying paid leave can be counted as part of the teacher's twelve (12) weeks of family medical leave entitlement. However, the use of paid leave by the teachers under circumstances which do not qualify as family medical leave cannot be counted against the twelve (12) weeks of family medical leave to which the teacher is entitled.

b. **Maintenance of Group Insurance.** During the family medical leave, eligible teachers may maintain coverage under the teacher's group health plan, life, accidental death and dismemberment insurance at the same level and under the same conditions for which coverage would have been provided if the teacher had continued in active employment continuously for the duration of such leave. Teachers who contribute to such a group health plan must continue to make such contributions during the period of their leave in order to maintain coverage.

## **IV. RETIREMENT BENEFITS**

### **A. Elimination of Prior Agreement's Retirement Bridge, Severance Benefit, and TSA Matching Plan**

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 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.

## **B. Entitlement to Retirement Buyout Benefits and Vesting Requirements**

Upon retirement from the Northern Wells Community Schools (“School Corporation”), a teacher shall be fully 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.

## **C. Actuarial Determination of Value of Current Retirement Bridge and Severance Benefits**

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:

Interest Rate. 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%.

Retirement Age. 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.

Retirement Pay. 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.

FICA. 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.

Exclusion of Employees. 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.

Rehired Employees. 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.

Calculation Date. The present value of the Retirement benefits under the Prior Agreement shall be calculated, effective as of June 30, 2004.

#### **D. 401(a) and VEBA Plans for Retirement Buyout Dollars**

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:

Separate Accounts. 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.

Vesting. 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) and VEBA Plan accounts.

Forfeiture. 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.

Distributions. 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.)

Costs. 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.

Additional Plans. 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.

#### **E. Section 401(a) Savings Plan**

Board's Contribution. 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(a) account established for the retirement buyout dollars in Article X above.

Employer Deposits. 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.

Separate Accounts. 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) Plan.

Vesting. 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.



Future Increases. 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.

Forfeiture. 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. 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.

Costs. 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.

Additional Plans. 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.

## **F. VEBA**

Board's Contribution. 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.

Deposits. 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.

Separate Accounts. 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.

Vesting. The employer's contributions to this VEBA account are subject to the vesting requirements set forth in Section A-4 of this Article.

Future Increases. 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.

Forfeiture. 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.

Costs. 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.

Additional Plans. 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.

**G. Exceptions for Retirement for certain former Adams Wells Special Services Cooperative teachers:**

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, Deb Brickley, and Donna Cortright..

## **V. GRIEVANCE PROCEDURE**

### SECTION 1. 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.

### SECTION 2. Procedure

#### Step 1: Oral

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

A. Within five (5) working days of the oral answer, if the grievance is not resolved, it shall be stated in writing, signed by the grievant and submitted to the superintendent.

B. 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.

C. 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

A. 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.

B. The Board may consider any material, allegation, or remedy that was not presented in Step 3.

### Step 4. Arbitration

A. 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.

B. 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.

C. 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.

D. 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.

### SECTION 3. 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.

SECTION 4. Time Limits

A. Time limits herein may be extended only by mutual agreement signed by the parties.

B. 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.

C. 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.

SECTION 5. State and Federal Law

A. Nothing contained herein shall deny to any employee rights under State or Federal Constitutions and laws.

B. No employee shall use the grievance procedure to dispute any action by the Board that is in accordance with State statute.

C. 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.

**VI. COMPENSATION FOR EXTRA-CURRICULAR POSITIONS, STIPENDS, AND EXTENDED CONTRACTS**

The salary is calculated by multiplying the index times the beginning BA salary for the 2016-17 school year. Dollar amounts are rounded to the nearest dollar. The 2016-17 beginning BA salary is \$36,708.

<b>Activity Sponsors</b>	<b>Index</b>	<b>Salary</b>
Drama Club - fall	0.0482	1769
Drama Club - spring	0.0482	1769
Spanish Club	0.0097	356
German Club	0.0097	356
Student Council	0.0556	2041
National Honor Society	0.0556	2041
Yearbook	0.0749	2749
Vocal Music	0.1543 - 0.1929	5664-7081
Vocal Music – Asst.	0.0579	2125
Bands - Director of Bands	0.1543 - 0.1929	5664-7081

Band - Asst. Director	0.0579	2125
Band - Percussion/Drum Line	0.0579	2125
Color Guard	0.0579	2125
Dance team	0.0482	1769
Band - Pep Band	0.0579	2125
FFA	0.1640	6020
Band - summer	0.1061	3895
ICE - summer	0.0749	2749

<b>NHS Athletic Coaches</b>	<b>Index</b>	<b>Salary</b>
Baseball - varsity	0.1254 - 0.1640	4603-6020
Baseball - Asst.	0.0675	2478
Basketball - Girls varsity	0.2315 - 0.2701	8498-9915
Basketball - Girls varsity asst.	0.1350	4956
Basketball - Girls freshman	0.0965	3542
Basketball - Boys varsity	0.2315 - 0.2701	8498-9915
Basketball - Boys varsity asst.	0.1350	4956
Basketball - Boys freshman	0.0965	3542
Cheerleader - varsity	0.0965	3542
Cheerleader – Asst.	0.0482	1769
Cross Country – Girls*	0.0820 - 0.1013	3010-3719
Cross Country – Boys*	0.0820 - 0.1013	3010-3719
NHS Boys/Girls CC Head Coach*	0.1061 – 0.1350	3895-4956
NHS Boys/Girls CC Asst. Coach*	0.0723	2655
Football - varsity	0.2315 - 0.2701	8498-9915
Football - Asst.	0.1061 - 0.1350	3895-4956
Golf - Girls	0.0820 - 0.1013	3010-3719
Golf - Boys	0.0820 - 0.1013	3010-3719
Soccer - Girls varsity	0.0820 - 0.1013	3010-3719
Soccer - Girls Asst.	0.0482	1769
Soccer - Boys varsity	0.0820 - 0.1013	3010-3719
Soccer - Boys Asst.	0.0482	1769
Softball - varsity	0.1254 - 0.1640	4603-6020
Softball - Asst.	0.0675	2478
Swim – Coordinator 6-12*	0.1543 - 0.1929	5664-7081
Swim – Boys & Girls Combined*	0.0965 - 0.1447	3542-5312
Swim – Boys*	0.0820 – 0.1013	3010-3719
Swim – Girls*	0.0820 – 0.1013	3010-3719
Swimming - Girls Asst.	0.0482	1769
Swimming - Boys Asst.	0.0482	1769
Tennis - Girls varsity	0.0820 - 0.1013	3010-3719
Tennis - Boys varsity	0.0820 - 0.1013	3010-3719
Track - Girls varsity	0.1254 - 0.1447	4603-5312

Track - Boys varsity	0.1254 - 0.1447	4603-5312
Track - Asst.	0.0723	2654
Volleyball - varsity	0.0965 - 0.1447	3542-5312
Volleyball - Asst.	0.0723	2654
Volleyball - freshman	0.0482	1769
Wrestling – Coordinator 6-12*	0.1543 - 0.1929	5664-7081
Wrestling – varsity*	0.1254 - 0.1447	4603-5312
Wrestling - Asst.	0.0723	2654

### **Norwell Middle School**

#### **Sponsors**

Academic team	0.0386	1417
Student Council	0.0309	1134
Honor Society	0.0309	1134
Yearbook	0.0212	778
Vocal Music	0.0193	708
Band Director	0.0193	708
Robotics	0.0386	1417
Spell Bowl	0.0193	708

#### **NMS Athletic Coaches**

	<b>Index</b>	<b>Salary</b>
Basketball - Girls 7th	0.0646	2371
Basketball - Girls 8th	0.0646	2371
Basketball - Boys 7th	0.0646	2371
Basketball - Boys 8th	0.0646	2371
Cheerleaders-fall	0.0328	1204
Cheerleaders - winter	0.0646	2371
Cross Country - Girls	0.0487	1788
Cross Country - Boys	0.0487	1788
Football - Coordinator	0.0646	2371
Football - Asst.	0.0525	1927
Soccer - Girls	0.0487	1788
Soccer Asst. - Girls	0.0328	1204
Soccer - Boys	0.0487	1788
Soccer Asst. - Boys	0.0328	1204
Swim - Boys & Girls Combined*	0.0487	1788
Swimming Asst. - Girls	0.0386	1417
Swimming Asst. - Boys	0.0386	1417
NMS Track Coordinator	0.0562	2063
NMS Track – Asst.	0.0386	1417
Volleyball - 8th	0.0386	1417
Volleyball - 7th	0.0386	1417
Wrestling*	0.0487	1788
Wrestling - Asst.	0.0328	1204

### **Elementary School**

<b>Sponsors</b>	<b>Index</b>	<b>Salary</b>
Science Fair	0.0097	356
Young Authors	0.0097	356
Vocal Music	0.0193	708
Spell Bowl	0.0193	708
Math Bowl	0.0193	708
Student Council	0.0309	1134
<b>Robotics</b>	<b>0.0193</b>	<b>708</b>
<b>STEAM</b>	<b>0.0386</b>	<b>1417</b>

**\*Note: due to the nature of the sport and the availability of quality coaches, the NWCS School Board will determine which configuration of coaching assignments best meets the needs of this program for any given year.**

**Mentor Teachers** - All buildings 600 per year for each teacher he/she serves as a mentor. Mentor teachers will 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 Northern Wells Community Schools.

## **Stipends**

### **Drivers Education Instruction Hourly Rate**

<u>Experience (in years)</u>	<u>Hourly Rate</u>
0 - 3	\$28.56
4 - 7	\$32.98
above 7	\$37.34

**The following is listed for informational purposes and ease of access only. The items are not bargainable and have not been bargained.**

### **Certified positions with additional contracted days:**

Alternative School Lead Teacher 17 days

NHS guidance: 17 days each

NMS guidance: 8 days each

Library Media Specialist: 6 days

Vocational agriculture teacher: 15-day summer school contract if there are at least 15 students enrolled in SAE. Contract will be extended by one day for each additional student enrolled up to a maximum of 30 days.

*(End of contract)*