

**CONTRACT**

**2021-2023\***

**BETWEEN**

**THE BOARD OF SCHOOL TRUSTEES**

**OF THE**

**NORTHEASTERN WAYNE SCHOOL CORPORATION**

**AND**

**NORTHEASTERN WAYNE CLASSROOM TEACHERS ASSOCIATION**

\*2-year contract except that the contract will be reopened to negotiate salary and/or stipends only if 2022 September ADM count enrollment increases over September 2021.

THIS CONTRACT ENTERED INTO BY AND BETWEEN THE BOARD OF SCHOOL TRUSTEES OF THE NORTHEASTERN WAYNE SCHOOL CORPORATION, HEREINAFTER CALLED THE "SCHOOL EMPLOYER" OR "BOARD", AND THE NORTHEASTERN WAYNE CLASSROOM TEACHERS ASSOCIATION, HEREINAFTER CALLED THE "EXCLUSIVE REPRESENTATIVE" OR "ASSOCIATION".

The Board and Association recognize and declare that providing quality education for the children of the Northeastern Wayne School Corporation is their mutual aim.

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(This table of contents is for reference only and should not be considered a part of nor an interpretation of the bargained contract.)

**ARTICLE I  
RECOGNITION**

The Board hereby recognizes the Northeastern Wayne Classroom Teachers Association as the exclusive representative of certificated school employees in the following bargaining unit:

All certificated employees with a regular or temporary teacher contract, as defined by Indiana law, in the Northeastern Wayne School Corporation, but excluding the Superintendent, Assistant Superintendent, Building Principals, Assistant Principals, Deans and Directors.

**ARTICLE II  
DEFINITIONS**

1. The term "School Corporation" or "Corporation" when used in this Contract, shall refer to the Northeastern Wayne School Corporation of the County of Wayne of the State of Indiana.
2. The term "Board" means the Board of School Trustees of the Northeastern Wayne School Corporation and any person(s) authorized to act for said body in dealing with its employees.
3. "Certificated School Employee(s)," "Certificated Employee(s)" and "Teacher(s)" means the certificated personnel employed on a regular or temporary contract by the school employer who are members of the bargaining unit as defined in Article I of the Contract. Each Teacher employed under a regular contract for less than a full day shall be entitled to benefits on a prorated basis. (All benefits, including medical health insurance, are pro-rated.)
4. "School Employee Organization" means any organization, which has Certificated School Employees as members, and one whose primary purpose is representing said Certificated Employees in dealing with the school employer, and includes any person or persons authorized to act on behalf of such representative.
5. "Association" means the Northeastern Wayne Classroom Teachers Association, the School Employee Organization, which has been certified or recognized as the exclusive representative of said Certificated School Employees or the person(s) duly authorized to act on behalf of such representative.

**ARTICLE III  
SALARY, WAGES AND INSURANCE**

- A. The compensation model is in Appendix A.
- B. One-time stipends are in Appendix A-2.
- C. The extra-curricular and co-curricular schedule is in Appendix B.
- D. Pay Periods. Basic salaries for Certificated Employees shall be paid in twenty-six (26) payments. A Certificated Employee has the option of drawing the final June, July, and

August payments at one time or deferring payments throughout June, July, and August by notifying the Superintendent's office prior to the first teaching day. Teachers not returning for the following year and Teachers on a federal program will be paid the balance of their contract in June. The School Corporation pays each teacher's 3% TRF contribution.

- E. The Board will pay (\$8712) all but \$1,104 toward the cost of the single PPO medical plan benefit for Certificated Employees. The board will pay all but (\$619) toward the HDHP1. The board will pay (\$7752) all but \$517 toward the HDHP2 plus \$1500 to a Health Savings Account (HSA). Payments of \$750 will be deposited into the teacher's Health Savings Account (HSA) bi-annually (January and June). The single medical benefit also includes major medical. The Board will pay \$14,000 toward the family medical benefit for Certificated Employees. The family medical benefit also includes major medical. Northeastern Wayne Schools is a member of the East Central Indiana Insurance Trust. Medical plans offered through this trust to school employees are determined by the Board of Trustees of the East Central Indiana Insurance Trust. Elective dental and vision insurance will be available for Certificated Employees at their cost.
- F. The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any bargaining unit member so requesting. A committee composed of Certificated, non-certificated, and administrative personnel shall be responsible for deciding whether to continue the current carrier of Section 125 benefits prior to renewal dates.
- G. Bargaining unit members so electing shall be able to participate in the Section 125 long-term disability plan. The Board will contribute an average of one hundred and fifty dollars (\$150) per Teacher for such long-term disability plan.
- H. Each bargaining unit member so electing shall be covered by a group term life insurance program, which provides a minimum death benefit on the employee of fifty thousand dollars (\$50,000), and double indemnity for accidental death. This benefit shall be chosen and paid for by the Board or its designee.
- I. Any employee who elects a qualified high deductible health plan and is eligible to make HSA contributions shall be permitted to make Section 125 payroll deductions to make HSA contributions.

#### **ARTICLE IV LEAVES**

- A. Personal Illness Leave

Each Teacher employed under a regular contract shall be entitled to be absent from work because of personal illness or quarantine for a total of ten (10) days the first year of employment and eight (8) days during each succeeding year of employment without loss of compensation. If in any one year the Teacher shall be absent for such illness or quarantine less than the prescribed number of days, the remaining days shall be accumulative to a total of one hundred and eighty-two (182) days. A Teacher employed, by contract, for only a portion of the school year shall be entitled to the proportionate

number of yearly sick leave days as the contract relates to the school year. Teachers new to Northeastern Wayne School Corporation may bring five (5) days of their accumulated sick leave each year from their prior public school employment for their first five consecutive years as an employee of Northeastern Wayne School Corporation. After their five consecutive years of employment with Northeastern Wayne School Corporation, the rest of the sick leave days from their previous employer may transfer as one cumulative sum as long as the days do not go over the 182 day cap.

B. Personal Business Leave

Each Teacher shall be allowed 4 days per year, non-accumulative, for conducting personal business. The Teacher shall submit a request for the personal business day through the School Corporation's automated substitute teacher program.

Unused personal business leave days may accumulate up to a maximum of 5 days. All remaining unused personal business leave days will be allowed to accumulate as sick days at the end of the school year, but are subject to the 182 day cap set forth in Article IV, Paragraph A. Personal business leave days should not be taken the first or last student day of school, or the day before or the day following a scheduled vacation, except by mutual agreement with the Superintendent.

C. Family Illness Leave

The Teacher shall be allowed four (4) days absence due to the illness of a member of the immediate family of the Teacher. "Immediate family" shall be interpreted as being father, mother, father-in-law, mother-in-law, wife, husband, son, son-in-law, daughter, daughter-in-law, grandchild, stepchild, legal guardian of employee or spouse, and any person living as a permanent member of the Teacher's household. All unused family illness leave days shall be allowed to accumulate to a total of six (6) school days that cannot be counted in sick leave totals. The limit for such absences will be the total accumulated by the Teacher. When family illness leave is exhausted, the Teacher may use personal business leave days. When these days are exhausted, the Teacher may use up to five (5) additional personal illness days.

D. Leave for Death in the Immediate Family

In the case of death in the immediate family of a regularly employed Teacher, the Teacher is entitled to be absent without loss of compensation for five (5) school days, to be used within the same school year, for the purpose of attending the last burial rites and attending to other personal matters of the immediate family member. School holidays falling in this period shall be counted as school days. "Immediate family" shall be interpreted as including only mother, father, sister, brother, children, stepchildren, husband, wife, grandchild, grandparent, and any permanent member of the Teacher's household. Relatives by marriage of the Teacher's current spouse who are also defined as "immediate family" include only mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law and spouse's grandparents.

E. Leave for Death in the Teacher's Non-immediate Family

In the case of the death of a Teacher's or a Teacher's current spouse's aunt, uncle, niece or nephew, the Teacher is entitled to be absent without loss of compensation for one (1) school day, provided, however, that said Teacher does attend in person the last burial rites of the family member; that the burial rites occur while the Teacher is performing duties as assigned by the School Corporation under a valid teacher's contract; and that the burial rites do not occur during the time when the Teacher is absent from assigned duties due to vacation, or leaves of absence, or sick leaves, or leaves for personal business, which may have been previously applied for or approved by the School Corporation.

F. Jury Duty Leave

A Teacher employed under regular contract who is called for as a juror or as a witness shall, during the required period of absence from assigned duty, be paid his/her full regular salary less the total amount of per diem allowance earned by the Teacher for jury duty. A witness day shall not be used by the Teacher to testify against the School Corporation, nor in the Teacher's preparation for testimony against the School Corporation.

G. Temporary Disability-Pregnancy

A Teacher who is pregnant may continue in active employment as late into the pregnancy as she and her physician wish, provided she can fulfill the requirements of her position. Temporary disability caused by pregnancy shall be governed by the following:

1. A Teacher who is pregnant shall be granted a leave of absence anytime between the commencement of her pregnancy and one (1) year following the birth of the child, if she notifies the Superintendent, in writing, at least thirty (30) days before the date on which she wishes to start her leave. Said notification shall include a statement of the expected length of leave, a physician's statement certifying the pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. However, in the case of medical emergency caused by the pregnancy, the Teacher shall be granted a leave, as otherwise provided in this section, immediately upon her request and upon the Teacher providing certification of the emergency from an attending physician.
2. All or part of a leave by a Teacher caused by a temporary disability due to pregnancy may be charged, at the Teacher's discretion, to her available sick leave. The number of sick leave days shall be requested at the time the leave is requested. However, the Teacher is not entitled to take accumulated sick leave days when the Teacher's physician certifies that the Teacher is capable of performing the Teacher's regular duties. The Teacher is, however, entitled to complete the remaining leave without pay. Maternity leave may be taken without jeopardy to reemployment, salary, and fringe benefits.

H. Parental Leave

A Teacher may take up to five (5) school days of parental leave upon the birth of a child. These days shall be deducted from the teacher's accumulated sick leave.

I. Adoption Leave

A Teacher who has submitted an application for the purpose of adopting a child will be granted, upon written request, adoption leave, without pay, for a period not to exceed one (1) year from the time the adoptive child becomes available. The Teacher may use accumulated sick leave days up to thirty (30) school days, which must be taken within a period of five (5) school days before receiving the child to thirty (30) school days after receiving the child. In a situation where both parents are Teachers in the School Corporation, they may use only thirty (30) sick days collectively for adoption leave.

J. Leave of Absence

1. The Board may grant a leave of absence or extend a leave of absence without pay for a period of up to one (1) year, for the purpose of study at an accredited college or university in a field of K-12 education. The Board reserves the right to establish the length of leave if such request is for less than one (1) year in duration. Beginning and ending dates of such leave shall be determined by the Teacher and Superintendent mutually. Teachers on leave shall notify the Superintendent, in writing, of their employment intentions prior to April 1<sup>st</sup> of the school year in which the leave of absence is taken.
2. Teachers on extended leaves of absence shall be considered to be an employee of Northeastern Wayne School Corporation. Teachers on leave shall have the option to participate at the Teacher's expense in the School Corporation's current insurance programs.

K. Professional Leave

The Board agrees that professional leave days with pay may be granted for the following purposes:

1. Attending and/or participating in professional meetings relating to educational workshops, seminars, or conferences sponsored by industry, the Association, subject matter groups, colleges, universities, or governmental agencies concerned with public school matters. If a Teacher attends a professional leave opportunity that is one day (i.e., is not overnight) and no meals are provided, then the Teacher may request reimbursement up to a maximum of \$15.00 a day. If a Teacher attends a professional leave opportunity that is overnight and no meals are provided, then the Teacher may request reimbursement up to a maximum of \$25.00 a day. To be reimbursed under this provision, the Teacher must submit all itemized receipts to support the reimbursement and such receipts must be submitted within two weeks of the last day of the professional leave.



2. Visitation to other school corporations or educational institutions for the purpose of observing instructional techniques or other instruction-oriented programs.

L. Sick Leave Bank

The purpose of the Sick Leave Bank is to relieve Teachers from the financial burden of extended absence related to illness or injury that results in temporary disability and the inability of the Teacher to perform the duties of employment.

1. Any Teacher is eligible to participate (“Participants”) in the Sick Leave Bank.
2. The Sick Leave Bank is voluntary and Participants may withdraw at any time.
3. A Sick Leave Bank (“SLB”) shall be established as follows:
  - a. Teachers may voluntarily become Participants of the SLB. To enroll, the Teacher shall contribute at least one (1) day of his/her sick leave to the SLB Account (“Account”) within the first 30 work days of the Teacher’s current contract. Teachers will also be permitted to enroll within the 30 days following the ratification of this Contract (in late fall 2021).
  - b. Participants may withdraw, at any time, by notifying the Superintendent in writing.
  - c. Teachers who do not voluntarily enroll according to paragraph 3(a.) herein and those who withdraw according to paragraph 3(b.) herein may not participate in the SLB.
  - d. All Teachers who enroll and who do not withdraw from the SLB are automatically continued as Participants from year to year in the SLB.
  - e. All days contributed to the Account are permanent.
  - f. At such time that the number of days in the Account falls below twenty-five (25), an obligatory assessment of one (1) additional leave day shall be made upon all Participants.
    1. Participants may donate up to two (2) additional days at the time of the assessment.
    2. Participants who have no remaining leave to contribute may continue to participate without penalty.
4. Eligibility to request leave from the SLB shall be determined as follows:
  - a. Participants must exhaust all current and accrued leave.

- b. Participants must make a request in writing to the Superintendent.
  - i. This requirement may be met by a member of the Participant's immediate family or by the Association on behalf of the Participant.
  - ii. A copy of this request shall be provided to the Association President or designee.
- c. Participant must include a signed physician's statement verifying the inability of the Participant to perform the duties of employment.
  - i. Where possible, this statement should also include the anticipated length of absence.
  - ii. When the length of anticipated absence is unknown or longer than 15 days, the Participant shall present a physician's statement reconfirming continued disability.
- d. Participants are not eligible if the absence is due to elective surgery or pregnancy in which the Participant has not been medically certified by a physician as being temporarily or permanently disabled.
- e. Participants may not use the SLB to extend the period of leave beyond the school year in which the leave commenced.
- f. Participants may use the SLB during the elimination period of the Long Term Disability ("LTD") coverage provided by the Corporation; however, once a Participant is eligible for LTD, Participants must elect LTD and are no longer permitted to use SLB while on LTD.
- g. The maximum number of days that a Participant may draw from the Bank in any one school year shall be sixty (60) days.

#### M. Unpaid Leave

Teachers who have exhausted all leaves available to them via the master teacher contract and law and want to request additional unpaid leave days must make their request to the Superintendent. Additional unpaid leave days will be granted only if the Superintendent determines that extenuating circumstances exist to grant such leave, such as the request would be determined by the Superintendent to be a reasonable accommodation under the Americans with Disabilities Act.

#### N. Leave for persons outside of the definition of "immediate family"

If a Teacher would like to request leave under a provision in this Article IV for a person who falls outside of the applicable definition of "immediate family," then the Teacher may make a written request to the Superintendent stating the circumstances for the request, and the Superintendent in her sole discretion will determine whether to grant or deny the request.

**ARTICLE V**  
**RETIREMENT BENEFITS**

A. Additional Retirement Pay

Additional retirement pay shall be provided to a retiring Teacher according to the following requirements and provisions:

1. Payment will be based upon the salary schedule in effect during the Teacher's last year of service and will be made after the completion of the year the Teacher retires if notice was given in writing by March 31 of the Teacher's retirement year. If a Teacher would like to give notice after March 31, then the Teacher must make the request to the Superintendent and the Superintendent, in her sole discretion, may grant or deny the request.
2. The minimum age to receive retirement pay shall be fifty-five (55) years.
3. For Teachers hired during and before the 1995-96 school year, the Teacher, at the time of retirement, must have been employed in the service of the School Corporation and must have been employed a minimum of ten (10) consecutive years by the Northeastern Wayne School Corporation. For Teachers hired during and after the 1996-97 school year, the Teacher, at the time of retirement, must have been employed in the service of the School Corporation and must have been employed a minimum of fifteen (15) consecutive years by the Northeastern Wayne School Corporation;
4. Retirement pay will be computed as follows:
  - a. The Teacher's daily rate times one-half (1/2) the number of the Teacher's accumulated sick leave days, up to a maximum of one hundred and seventy-five (175) days, at the date of the Teacher's retirement. The Teacher's daily rate is calculated by taking the Teacher's base salary in effect during the Teacher's last year of employment with the School Corporation and dividing it by the number of teacher days in that school year; or
  - b. Fifty dollars (\$50) times the Teacher's number of consecutive years of service in the School Corporation up to a maximum of seven hundred fifty dollars (\$750).
5. The maximum payment under either Plan 4(a) or Plan 4(b) shall be limited to seventy-five hundred dollars (\$7,500);
6. The Teacher will receive the larger of Plan 4(a) or Plan 4(b), limited, however, by the maximum payment stipulated and provided in Article V, Section A, Paragraph Five (5) above.

7. For any Teacher who does not qualify for the Retirement Bridge Program or who elects not to participate in the Retirement Bridge Program, the School Board shall provide the Teachers upon his/her retirement from the School Corporation the opportunity to participate in the existing insurance plan of the School Corporation at his or her own expense, provided the Teacher is at least fifty-five (55) years of age when he or she retires under this section.

B. Retirement Severance Benefit (effective with respect to any Teacher retiring on or after the 1<sup>st</sup> day of July, 2004.)

An individual who is employed as a bargaining unit member at the time of retirement or severance from employment will be eligible for the following severance benefits provided the Teacher has otherwise satisfied the requirements and conditions described below.

1. Group Health Insurance - Immediately following severance, the Teacher and his/her spouse, if any, shall have the option of remaining in the Corporation's current group health insurance plan if all of the following conditions are met as of the date of severance and thereafter:
  - a. While the retired teacher and spouse, if any, remain enrolled in the health insurance plan, the retired teacher and spouse shall pay the entire insurance premium applicable to the insurance coverage, with the premium payment to be made monthly for each succeeding year.
  - b. Within ninety (90) days of the severance date, the Teacher has provided a written request to the School Corporation for continuing insurance coverage for the Teacher and his/her spouse, if any.

When a retired teacher first becomes eligible for Medicare, the retired teacher's eligibility to continue to participate in the Corporation's group health insurance plan shall terminate, if not earlier terminated according to applicable law. (The same termination of eligibility shall also apply when a retired teacher's spouse first becomes eligible for Medicare.) It is acknowledged that the parties intend these provisions to comply with applicable federal and state laws that establish an eligible teacher's right to continue health insurance for the Teacher and spouse, including if otherwise applicable, Indiana Code 5-10-8-2.6. Therefore, this right to extended coverage shall not override any rights to continuing health care coverage as required by COBRA.

C. Buy Out of Retirement Benefits

1. Elimination of Prior Agreement's Retirement & Severance Plan.

The Board and the Association specifically reserved the authority to revise or terminate the retirement benefits contained in earlier agreements. Exercising this authority, the Board and the Association confirm that Article V, Section B. (now located in Appendix C of this Agreement for reference purposes), entitled Retirement Bridge Program, was previously in the Agreement, and is terminated

and shall not apply to any teacher retiring or severing employment with the School Corporation on or after effective date of the termination, except that those teachers who are eligible to retire prior to the start of the 2006-07 school year may elect to retire under the provision of this section or the retirement provisions contained in the prior Agreement. To exercise such option, the eligible teachers must submit a one-time irrevocable letter to the Superintendent indicating their choice no later than September 1, 2004. Those teachers who retired or severed employment before the effective date shall only be entitled to the retirement benefits contained in the prior agreement as of the time of his or her retirement, but as may be otherwise revised from time to time.

2. Entitlement to Retirement Benefits and Vesting Requirements

a. A teacher shall be fully vested in the Retirement Benefits described in this Article V, Section C if the retiring teacher has satisfied the following requirements:

- i. The teacher has reached the age of fifty-five (55); and
- ii. If hired prior to 1996-1997, the teacher must have at least ten (10) years continuous service, or if hired for the 1996-97 school year and thereafter, the teacher must have at least fifteen (15) years continuous service with the School Corporation for which credit has been granted by the Board.

b. The teacher must notify the Board in writing through the Superintendent of his/her intent to retire by March 31 of the year of retirement.

3. Actuarial Determination of Value of the Current Retirement and Severance Pay Plan.

The Educational Services Corporation was selected to determine the present value of the unfunded severance benefits and retirement bridge benefits described in the prior Agreement. In making this present value determination, the Educational Services Corporation used the following assumptions:

a. The assumed interest rate for the purpose of determining the present value is four percent (4%) in the first two (2) years of the plan and seven and one half percent (7.5%) each year thereafter. However for post-retirement cash flow purposes, a four (4%) interest rate shall be used.

b. It is assumed that an employee terminates employment at the end of the school year in which the employee attains age fifty-eight (58), or at the end of the current year if the individual is already age fifty-eight (58) or older. If an employee continues employment after the attainment of age fifty-eight (58), the employee does continue to receive all ongoing Board

contributions to the 401(a) and VEBA if any, and the employee does continue to share in any future forfeitures.

- c. The anticipated amount of the Additional Retirement Pay and the Retirement Bridge Program shall be determined using the amount of annual benefit described in Article V of the prior Agreement. However, it is assumed that individuals do not retire until the later of: (a) the attainment of age fifty-eight (58), or (b) satisfaction of the eligibility requirements of this Article V, Section C.
- d. Using the method of calculation described in Article V of the prior Agreement, the severance benefit for each employee will be determined, subject to the following adjustments:
  - 1. Sick leave accumulation shall be calculated as of June 30, 2004, with each teacher's accumulation increased by 5 days per year, for each year, until age fifty-eight (58).
- e. The present value of the future Retirement Benefit payments will be reduced by the Social Security and Medicare taxes (FICA) that would have been payable if the retirement benefits had been paid directly to the employee.
- f. A termination rate of two point one percent (2.1%) shall be applied.
- g. The salary inflation rate shall be two percent (2%).
- h. For calculation purposes under this section the single health insurance premium shall be assumed to be six thousand dollars \$6,000.
- i. Employees hired after the 30<sup>th</sup> day of June 2004 shall not be entitled to any payment for the eliminated retirement bridge or severance benefits. In other words, no contribution shall be made for individuals hired or rehired after the 30<sup>th</sup> day of June 2004.
- j. 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 approves a leave of absence for an employee such period of leave shall not result in forfeiture, provided the employee shall promptly return to employment following the expiration of the period of leave.
- k. The present value of the Retirement Benefits plan under the prior agreement shall be calculated, effective as of the 30<sup>th</sup> day of June 2004. The deposit date shall be prior to December 31, 2004 and an amount of \$41,146 shall be

paid by the Corporation in interest to the individual Buy Out participants for interest earnings from the calculation date to the deposit date.

1. To confirm the accuracy of the underlying information to be used in the present value calculations, each teacher shall be provided with his or her basic data that will be used in the calculations, including, but not limited to, the following information as of the 30<sup>th</sup> day of June, 2004: base salary, age, years of service, and accumulated sick leave. The Educational Services Company shall assist in the preparation of this verification sheet for each teacher. However, the Board will have the responsibility to forward the verification sheets to the respective teachers. Any corrections must be returned to the Board within ten (10) days of receipt of the verification sheets.

Using the above assumptions and the other assumptions contained on the buy out spreadsheet, the Educational Services Company shall prepare the present value calculations for each teacher and the contributions described hereinafter will be made.

#### 4. Buy Out Contributions

- a. VEBA. The School Corporation shall contribute to a voluntary employees' beneficiary association ("VEBA") as described in section 501(c)(9) of the Code, that amount representing the present value of the group health insurance benefits and term life insurance as calculated for all employees under subsection 3 above. The terms and conditions for the administration and operations of the VEBA shall be as follows:
  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 vendor for the VEBA.
  2. Until such time that an employee has retired and satisfied the eligibility requirements set forth in this Article V, Section C, the employee shall have no access to the assets held in his or her separate VEBA account.
  3. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in this Article V, Section C, the terminated employee's VEBA account shall be forfeited. Forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA accounts. This reallocation shall be in a manner similar to that used by the Educational Services Company in initially determining the present value

calculations. Therefore, the VEBA accounts of the following employees will not share in the reallocation of a forfeiture of a VEBA account:

- (i) Employees who forfeited their VEBA accounts in the same year.
- (ii) Employees who previously forfeited their VEBA accounts; and
- (iii) Employees who have attained the age of fifty-nine (59) and terminated employment in or before the year of the reallocated forfeiture.

Furthermore, VEBA accounts of employees who have attained the age of fifty-nine (59), but who have not terminated employment may share in the reallocated forfeiture but on a reduced actuarial basis.

1. Following retirement and the satisfaction of the requirements set forth in this Article, a retired employee may use the amounts held in his/her separate VEBA account to purchase from the Corporation or any other vendor of the teachers choosing health insurance premiums, term life insurance premiums, and to be reimbursed for unreimbursed medical expenses of the employee, spouse, and dependents. Furthermore, following the death of an employee who had otherwise satisfied the requirements of this Article V, Section C, any amounts remaining in the deceased employee's VEBA account may continue to be used to pay these premiums and expenses of the employee's spouse and dependents. At no time may the VEBA makes loans to an employee, his/her spouse, or his/her dependents.
  2. The School Corporation shall not be paid any compensation for its services performed on behalf of the VEBA. All costs incurred in the administration of the VEBA and investment fees shall be paid from the VEBA assets.
- b. 401(a) Plan. The School Corporation shall establish a qualified retirement plan as described in section 401(a) of the Code. The total sum of the amount calculated by Educational Services Corporation as the present value for the retirement pay and severance benefits shall be contributed by the School Corporation to the 401(a) plan by the 31<sup>st</sup> day of December, 2004. The 401(a) plan's terms and conditions for the administration of the 401(a) plan 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 investment vendor for the 401(a) Plan.

2. Until such time that an employee has retired and satisfied the eligibility requirements set forth in this Article V, Section C, the employee shall have no access to the assets held in his or her separate 401(a) plan account.

If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in this Article V, Section C, the terminated employee's 401(a) plan account shall be forfeited. The forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate 401(a) plan accounts in a manner similar to that used in initially determining the present value calculations. Therefore, the 401(a) plan accounts of the following employees will not share in the reallocation of a forfeiture of a 401(a) plan account:

Employees who forfeited their 401(a) plan accounts in the same year;

Employees who previously forfeited their 401(a) plan accounts; and

Employees who have attained age fifty-nine (59) and terminated employment in or before the year of the reallocated forfeiture.

Furthermore, 401(a) plan accounts of employees who have attained the age of fifty-nine (59), but have not terminated employment may share in the reallocated forfeiture, but on a reduced actuarial basis.

Following retirement and the satisfaction of the requirements set forth in this Article V, Section C, a retired employee may elect to commence distributions from his 401(a) plan account. If an employee dies after having satisfied the requirements of this Article V, Section C, the deceased employee's 401(a) plan account shall be distributable to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made. At no time may a participant borrow from his/her 401(a) plan account.

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.

#### Future Adjustments

The parties agree that this Article V, Section C, or any other provision of this Agreement, does not constitute an expectation of receiving the enumerated retirement benefits by any current employee, future employee, prospective employee or applicant beyond the expiration of this Agreement. Therefore, except as otherwise limited by applicable law, it is understood that the Board and Association may in the future bargain modifications of any kind to this provision, provided however, that the future revision of this Article V, Section C shall not

affect the retirement benefits of teachers already receiving benefits pursuant to this Section C.

#### D. Retirement Savings 401(a) Annuity Plan

- a. The School Corporation shall establish a qualified retirement plan as described in section 401(a) of the Code.
  1. For Teachers hired after June 30, 2004, the Board agrees to contribute into each individual's separate 401(a) account one half of one percent (.5%).
- b. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the 401(a) Plan.
  2. Each bargaining unit member shall be 100% vested in these individual 401(a) accounts.

#### E. Retirement Savings VEBA Plan

- a. The School Corporation shall contribute to a voluntary employees' beneficiary association ("VEBA") as described in section 501(c)(9) of the Code.

For all Teachers the Board agrees to contribute one half of one percent (.5%) into each individual's VEBA account.

The Board shall make equal monthly contributions throughout the school year, and will complete its contributions on or before August 1 of each succeeding year. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the VEBA plan.

Each bargaining unit member shall be 100% vested in these individual VEBA accounts

## **ARTICLE VI GRIEVANCE PROCEDURES**

#### A. Definitions

1. A "grievance" is a claim by one (1) or more Teachers of a violation, a misapplication, or a misinterpretation of an express Article or Section of this written Contract.

2. The term "Teacher" includes any individual or group of individuals within the bargaining unit.
  3. The term "day" when used in this Article shall be school teaching days. During the summer recess, the term shall mean weekdays, except when July 4th is on a weekday.
- B. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.
- C. Nothing contained herein shall be construed to prevent any individual Teacher from presenting a grievance and having the grievance adjusted if the adjustment is not inconsistent with the terms of this Contract, and the Association has been given an opportunity to be present at such hearings.
- D. Procedure
1. The number of days indicated at each level shall be considered as maximum and efforts shall be made to expedite the process. The time limits may be extended by mutual consent in writing by authorized representatives of each party.
  2. Level One – Within ten (10) days of the time the grievant first knew or should have known of the act or condition upon which it is based, the grievant must inform the Teacher's principal during nonteaching hours of the need to discuss the grievance. A Teacher with a grievance may meet with the principal in one of the following ways:
    - a. He/she may meet with the principal concerned and discuss the matter in his/her own behalf; or
    - b. He/she may request a representative of the Association accompany him/her in meeting with the principal, provided the principal is informed in advance of the grievant's intention to bring a representative. In such case, the supervisor shall not initiate any consultation with the grievant prior to any scheduled meeting at which the representative is to be present. Failure to meet and discuss the alleged grievance as provided herein shall prevent the grievant from filing the alleged grievance at any formal grievance level(s).
    - c. In the event that steps "a" or "b" above are unsuccessful, the Teacher may file a formal grievance in writing on the designated form, shown in Appendix "D." This form shall be filed with one (1) copy to the principal, and one (1) for the Superintendent. A formal grievance shall be filed as soon as possible but in no event later than twenty (20) days of the time the grievant first knew or should have known of the act or condition upon which it is based.
    - d. Within five (5) days of the filing of the formal grievance in writing a meeting shall take place between the principal concerned, the grievant, and

the Association representative; and an answer to the grievance shall be given to the grievant in writing within five (5) days.

3. Level Two - If the grievance is not settled at Level One, it may be appealed to the Board by filing a written notice, within ten (10) days of the written answer, to the Board's chief administrator, the Superintendent, stating the grounds for the appeal. A meeting with the Board or its designated representative(s) shall be held within ten (10) days following the receipt of such notice and the Superintendent shall promptly notify the grievant and the Association of the date, the time, and the place where such appeal shall be heard. The Board's written decision shall be transmitted to the grievant and the Association within three (3) days after the hearing.
4. Level Three - Within ten (10) days of the receipt of the decision at Level Two, the grievance may be submitted to arbitration. The Association shall notify the Board of its intention to submit the matter to arbitration within this ten (10) day period. After notification that the matter shall be submitted to arbitration, the following procedures shall be followed:
  - a. The two (2) parties shall attempt to select an arbitrator by mutual agreement. If they cannot agree upon an arbitrator within five (5) days after notification is given, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration hearing. The arbitrator shall set forth his/her findings and conclusions on the issues submitted. The parties agree to be bound by the award of the arbitrator.
  - b. The fees and expenses of the arbitrator under this Article shall be divided equally between the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of the witnesses called by the other.

#### E. General Provisions

1. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation;
2. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant;
3. Failure at any level of this procedure to render the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level, unless the time limits are extended by mutual consent of both parties. However, the grievance must be appealed by the grievant to the next level within the specified time limit for that level or said grievance shall be deemed resolved by the Board's answer at the previous level and abandoned.

4. Decisions rendered at Formal Level One, Two, and Three of this Procedure shall be in writing.
5. Any hearing at Formal Level One, Two, and Three shall be held during nonteaching hours.
6. No teacher shall use this procedure to appeal any decision by the Board or Administration if such decision is applicable to a State or Federal Regulatory Commission or Agency.
7. Teachers shall follow all written and verbal directives, even if such directives are allegedly in conflict with this Contract. Compliance with such directives will not in any way prejudice the teacher's right to file a grievance with the time limits herein, nor shall compliance affect the ultimate resolution of the grievance.

**ARTICLE VII  
TERM AND GENERAL PROVISIONS**

- A. Unless otherwise noted, this Agreement shall be effective as of July 1, 2021 and shall continue in full force and effect through June 30, 2023, except for a salary/stipend reopener for the 2022-2023 school year *only if* September 2022 ADM count enrollment exceeds September 2021 ADM count enrollment.
- B. If any provisions of this Contract or any application of this Contract to any employee or group of employees is held to be contrary to a law, then such provisions or applications shall be deemed null and void. All other provisions or applications shall continue in full force and effect. Nothing in this Contract shall supersede state or federal law.
- C. This Contract is made and entered into at Fountain City, Indiana, on the ratification dates set forth below by and between the Board of School Trustees of the Northeastern Wayne School Corporation and the Northeastern Wayne Classroom Teachers Association.

[SIGNATURES TO FOLLOW ON THE NEXT PAGE]

The undersigned attest to the following:

1. A public hearing was held in compliance with I.C. § 20-29-6-1(b) on September 15, 2021 and electronic participation from the parties and/or public was not permitted; and
2. A public meeting in compliance with I.C. § 20-29-6-19 was held on October 13, to discuss the tentative agreement and electronic participation from the governing body and/or public was not permitted.

NORTHEASTERN WAYNE  
CLASSROOM TEACHERS ASSOCIATION

NORTHEASTERN WAYNE  
SCHOOL CORPORATION

\_\_\_\_\_  
CTA President

\_\_\_\_\_  
Keith Webster, Board President

\_\_\_\_\_  
CTA Treasurer

\_\_\_\_\_  
Nick Clevenger, Secretary

\_\_\_\_\_  
Dr. Matthew Hicks, Superintendent

Ratification Date: \_\_\_\_\_

Ratification Date: \_\_\_\_\_

## **APPENDIX A: COMPENSATION MODEL**

The compensation model bargained between the Northeastern Wayne School Corporation and Northeastern Wayne Classroom Teachers Association is set forth herein.

### **COMPENSATION MODEL**

#### **General Eligibility Criteria**

Under Indiana Code 20-28-9-1.5, a teacher rated “Ineffective or “Improvement Necessary” may not receive any raise or increment for the following year unless eligible for the increase in accordance with Indiana Code 20-28-9-1.5(f). In other words, should a teacher’s evaluation rating fall into one of the bottom two performance categories, the teacher’s salary will remain the same as the previous year, or for all practical purposes the salary amount is frozen. New hires are eligible for a salary increase.

#### **Factors and Definitions**

**EVALUATION:** The teacher received a highly effective or effective evaluation rating for the preceding school year.

**MEETING ACADEMIC NEEDS OF STUDENTS,** defined as the need to retain particular teachers important to the School Corporation to ensure educational continuity for students.

#### **Distribution:**

##### *2021-22*

Evaluation: New hires and teachers that satisfy the evaluation rating factor transition to the 2021-22 salary schedule and receive a 1.5% increase. Returning teachers that satisfy the evaluation factor also advance 1 level on the salary schedule for the 2021-22 school year based on satisfaction of the evaluation rating factor.

Academic Needs 1: All eligible teachers hired prior to the 2020-21 school year will advance one additional level on the salary schedule in 2021-22.

Academic Needs 2: This salary increase for meeting academic needs will be differentiated by teacher and will range between 2% and 18% of the particular teacher’s base salary as agreed by the parties during bargaining.

##### *2022-23*

Evaluation: Returning teachers that satisfy the evaluation rating factor transition to the 2022-23 salary schedule and receive a 2% increase, plus advance 1 level on the salary schedule for the 2022-23 school year based on satisfaction of the evaluation rating factor.

Academic Needs: This salary increase for meeting academic needs will be differentiated by teacher and will range between 2% and 18% of the particular teacher's base salary as agreed by the parties during bargaining.

### Stipends

In 2021-22, teachers in row Y who satisfy the evaluation rating factor will receive a \$1,900 stipend (equivalent to 2 level advancements), and in 2022-23, teachers in row Y who satisfy the evaluation rating factor will receive a \$950 stipend.

### **Redistribution of Forfeited Salary Increases During Term of Contract.**

Any base salary increases that are required to be forfeited by a Teacher because of the Teacher being evaluated as needs improvement or ineffective for the prior school year will be redistributed equally in the form of a one-time stipend to all of the Teachers rated as highly effective and effective for the prior school year. All highly effective and effective Teachers who qualify for a one-time stipend under this redistribution plan will receive their one-time stipend by the end of the Contract year.

### **Salary Range**

The salary range before base salary increases are given is \$38,989 to \$70,139.

### **Placement of New Teachers on the Salary Schedule**

Typically, new hires with no previous teaching experience will be placed on the salary schedule in row 1 and in their appropriate degree column. Typically, new hires with previous teaching experience will be placed in the appropriate column that matches their current degree/education and on the row number that matches their current years of experience (or the row number that mirrors a current employee's years of experience) as verified through Indiana's TRF (INPRS) or equivalent retirement system of another state. For initial placement purposes only, the row numbers will equate to years of teaching experience.

Despite the typical placement rules stated above, the Superintendent shall always have the sole discretion to place a new hire on the salary schedule at a level on the schedule that is lower than the typical placement.

Despite the typical placement rules stated above, the Superintendent shall also have the discretion to place a new hire at a level on the salary schedule that is one or two levels higher on the schedule than the typical placement; the Superintendent shall notify the Association President (or the President's designee) upon any deviation from the typical placement. If the Superintendent would like to deviate higher than two levels, then the Association President (or the President's designee) and Superintendent must agree.



## APPENDIX A-1

### 2021-2022 SALARY SCHEDULE

Row	BS-0 Salary	BS+15 Salary	Leadership	MS Salary	Leadership	MS+15 Salary	Leadership	MS+30 Salary	Leadership
A	\$39,574.83	\$40,536.77	\$41,522.16	\$42,531.01	\$43,564.35	\$44,622.16	\$45,706.51	\$46,816.35	\$47,954.75
B	\$40,231.76	\$41,208.99	\$42,210.70	\$43,236.90	\$44,287.58	\$45,362.74	\$46,465.44	\$47,593.64	\$48,750.41
C	\$40,899.91	\$41,894.48	\$42,911.50	\$43,955.03	\$45,023.06	\$46,116.58	\$47,235.59	\$48,384.20	\$49,559.32
D	\$41,578.26	\$42,589.16	\$43,624.53	\$44,684.39	\$45,769.75	\$46,881.63	\$48,020.04	\$49,187.00	\$50,382.53
E	\$42,268.85	\$43,296.06	\$44,347.77	\$45,425.98	\$46,529.70	\$47,659.94	\$48,817.73	\$50,004.08	\$51,218.99
F	\$42,970.66	\$44,014.20	\$45,084.26	\$46,179.82	\$47,301.90	\$48,450.51	\$49,628.69	\$50,833.40	\$52,068.71
G	\$43,684.72	\$44,745.59	\$45,832.99	\$46,946.92	\$48,087.36	\$49,255.34	\$50,451.89	\$51,678.02	\$52,933.73
H	\$44,408.97	\$45,489.22	\$46,593.97	\$47,726.25	\$48,885.06	\$50,072.43	\$51,289.37	\$52,534.89	\$53,812.02
I	\$45,145.46	\$46,244.08	\$47,368.20	\$48,517.83	\$49,696.01	\$50,903.78	\$52,141.14	\$53,407.05	\$54,705.61
J	\$45,895.21	\$47,011.18	\$48,153.66	\$49,323.69	\$50,521.26	\$51,748.40	\$53,006.16	\$54,293.50	\$55,613.47
K	\$46,658.23	\$47,791.54	\$48,952.38	\$50,142.81	\$51,360.78	\$52,608.33	\$53,885.47	\$55,195.24	\$56,536.64
L	\$47,432.47	\$48,585.16	\$49,765.38	\$50,975.19	\$52,212.54	\$53,481.52	\$54,782.11	\$56,112.29	\$57,475.11
M	\$48,219.97	\$49,392.03	\$50,591.64	\$51,820.84	\$53,079.61	\$54,368.98	\$55,691.00	\$57,043.62	\$58,428.88
N	\$49,019.71	\$50,212.17	\$51,432.18	\$52,681.78	\$53,960.95	\$55,271.74	\$56,615.19	\$57,990.25	\$59,398.97
O	\$49,833.73	\$51,045.58	\$52,284.96	\$53,555.98	\$54,856.58	\$56,189.81	\$57,554.67	\$58,953.20	\$60,385.38
P	\$50,661.00	\$51,892.24	\$53,153.05	\$54,445.48	\$55,766.49	\$57,122.16	\$58,509.46	\$59,931.45	\$61,388.11
Q	\$51,501.55	\$52,753.18	\$54,035.41	\$55,348.25	\$56,693.73	\$58,069.81	\$59,480.57	\$60,926.02	\$62,406.15
R	\$52,357.39	\$53,629.42	\$54,932.06	\$56,267.34	\$57,634.24	\$59,034.81	\$60,469.03	\$61,937.94	\$63,442.54
S	\$53,226.50	\$54,519.95	\$55,844.01	\$57,201.73	\$58,591.07	\$60,014.08	\$61,472.78	\$62,966.17	\$64,495.26
T	\$54,109.88	\$55,424.76	\$56,771.25	\$58,150.40	\$59,563.20	\$61,010.69	\$62,492.86	\$64,011.75	\$65,566.34
U	\$55,007.55	\$56,344.86	\$57,713.80	\$59,115.39	\$60,552.68	\$62,022.60	\$63,530.27	\$65,073.65	\$66,654.77
V	\$55,920.51	\$57,280.28	\$58,671.66	\$60,097.72	\$61,557.45	\$63,052.88	\$64,584.01	\$66,153.90	\$67,760.53
W	\$56,848.78	\$58,230.99	\$59,645.83	\$61,095.36	\$62,578.55	\$64,099.47	\$65,657.13	\$67,251.50	\$68,885.66
X	\$57,793.37	\$59,196.99	\$60,636.32	\$62,109.31	\$63,618.00	\$65,163.42	\$66,746.57	\$68,368.49	\$70,029.17
Y	\$58,752.24	\$60,180.34	\$61,642.12	\$63,140.60	\$64,673.78	\$66,245.71	\$67,854.37	\$69,502.82	\$71,192.06

## 2022-2023 SALARY SCHEDULE (Version 1: Bargained in 21-22)

Row	BS-0 Salary	BS+15 Salary	Leadership	MS Salary	Leadership	MS+15 Salary	Leadership	MS+30 Salary	Leadership
A	\$40,366.33	\$41,347.50	\$42,352.60	\$43,381.63	\$44,435.64	\$45,514.60	\$46,620.64	\$47,752.67	\$48,913.85
B	\$41,036.39	\$42,033.17	\$43,054.92	\$44,101.64	\$45,173.33	\$46,269.99	\$47,394.75	\$48,545.52	\$49,725.42
C	\$41,717.91	\$42,732.37	\$43,769.73	\$44,834.13	\$45,923.52	\$47,038.91	\$48,180.30	\$49,351.88	\$50,550.51
D	\$42,409.82	\$43,440.94	\$44,497.02	\$45,578.08	\$46,685.15	\$47,819.26	\$48,980.44	\$50,170.74	\$51,390.18
E	\$43,114.23	\$44,161.98	\$45,234.72	\$46,334.50	\$47,460.30	\$48,613.14	\$49,794.09	\$51,004.16	\$52,243.37
F	\$43,830.08	\$44,894.48	\$45,985.95	\$47,103.42	\$48,247.94	\$49,419.52	\$50,621.26	\$51,850.07	\$53,110.08
G	\$44,558.41	\$45,640.51	\$46,749.65	\$47,885.86	\$49,049.11	\$50,240.45	\$51,460.93	\$52,711.59	\$53,992.41
H	\$45,297.15	\$46,399.01	\$47,525.85	\$48,680.78	\$49,862.76	\$51,073.88	\$52,315.16	\$53,585.59	\$54,888.26
I	\$46,048.37	\$47,168.96	\$48,315.57	\$49,488.19	\$50,689.93	\$51,921.86	\$53,183.96	\$54,475.19	\$55,799.72
J	\$46,813.12	\$47,951.40	\$49,116.73	\$50,310.17	\$51,531.68	\$52,783.37	\$54,066.29	\$55,379.37	\$56,725.74
K	\$47,591.40	\$48,747.37	\$49,931.43	\$51,145.66	\$52,387.99	\$53,660.50	\$54,963.18	\$56,299.15	\$57,667.37
L	\$48,381.12	\$49,556.86	\$50,760.69	\$51,994.69	\$53,256.79	\$54,551.15	\$55,877.75	\$57,234.53	\$58,624.61
M	\$49,184.37	\$50,379.87	\$51,603.47	\$52,857.25	\$54,141.20	\$55,456.36	\$56,804.82	\$58,184.49	\$59,597.46
N	\$50,000.10	\$51,216.42	\$52,460.83	\$53,735.41	\$55,040.17	\$56,377.18	\$57,747.49	\$59,150.05	\$60,586.95
O	\$50,830.40	\$52,066.49	\$53,330.66	\$54,627.10	\$55,953.71	\$57,313.61	\$58,705.77	\$60,132.26	\$61,593.09
P	\$51,674.22	\$52,930.09	\$54,216.11	\$55,534.39	\$56,881.81	\$58,264.60	\$59,679.65	\$61,130.08	\$62,615.88
Q	\$52,531.58	\$53,808.25	\$55,116.12	\$56,455.22	\$57,827.60	\$59,231.21	\$60,670.18	\$62,144.55	\$63,654.27
R	\$53,404.54	\$54,702.01	\$56,030.71	\$57,392.68	\$58,786.92	\$60,215.50	\$61,678.41	\$63,176.70	\$64,711.40
S	\$54,291.03	\$55,610.35	\$56,960.89	\$58,345.76	\$59,762.89	\$61,214.36	\$62,702.24	\$64,225.50	\$65,785.17
T	\$55,192.08	\$56,533.25	\$57,906.68	\$59,313.40	\$60,754.47	\$62,230.90	\$63,742.72	\$65,291.98	\$66,877.67
U	\$56,107.70	\$57,471.76	\$58,868.08	\$60,297.69	\$61,763.73	\$63,263.05	\$64,800.88	\$66,375.12	\$67,987.86
V	\$57,038.92	\$58,425.88	\$59,845.09	\$61,299.68	\$62,788.59	\$64,313.93	\$65,875.69	\$67,476.98	\$69,115.74
W	\$57,985.76	\$59,395.61	\$60,838.74	\$62,317.26	\$63,830.12	\$65,381.46	\$66,970.28	\$68,596.53	\$70,263.38
X	\$58,949.24	\$60,380.93	\$61,849.05	\$63,351.50	\$64,890.36	\$66,466.68	\$68,081.50	\$69,735.86	\$71,429.76
Y	\$59,927.28	\$61,383.95	\$62,874.96	\$64,403.41	\$65,967.26	\$67,570.62	\$69,211.46	\$70,892.87	\$72,615.90

The School Corporation pays each Teacher's 3% TRF contribution. Such contribution is not reflected in the schedule above per IEERB requirements.

**2022-2023 SALARY SCHEDULE (Version : Bargained in 22-23)**

**DRAFT**

<b>Row</b>	<b>BS-0 Salary</b>	<b>BS+15 Salary</b>	<b>Leadership</b>	<b>MS Salary</b>	<b>Leadership</b>	<b>MS+15 Salary</b>	<b>Leadership</b>	<b>MS+30 Salary</b>	<b>Leadership</b>
<b>A</b>	\$41,173.66	\$42,174.45	\$43,199.65	\$44,249.26	\$45,324.35	\$46,424.89	\$47,553.05	\$48,707.72	\$49,892.13
<b>B</b>	\$41,857.12	\$42,873.83	\$43,916.02	\$44,983.67	\$46,076.80	\$47,195.39	\$48,342.65	\$49,516.43	\$50,719.93
<b>C</b>	\$42,552.27	\$43,587.02	\$44,645.12	\$45,730.81	\$46,841.99	\$47,979.69	\$49,143.91	\$50,338.92	\$51,561.52
<b>D</b>	\$43,258.02	\$44,309.76	\$45,386.96	\$46,489.64	\$47,618.85	\$48,775.65	\$49,960.05	\$51,174.15	\$52,417.98
<b>E</b>	\$43,976.51	\$45,045.22	\$46,139.41	\$47,261.19	\$48,409.51	\$49,585.40	\$50,789.97	\$52,024.24	\$53,288.24
<b>F</b>	\$44,706.68	\$45,792.37	\$46,905.67	\$48,045.49	\$49,212.90	\$50,407.91	\$51,633.69	\$52,887.07	\$54,172.28
<b>G</b>	\$45,449.58	\$46,553.32	\$47,684.64	\$48,843.58	\$50,030.09	\$51,245.26	\$52,490.15	\$53,765.82	\$55,072.26
<b>H</b>	\$46,203.09	\$47,326.99	\$48,476.37	\$49,654.40	\$50,860.02	\$52,095.36	\$53,361.46	\$54,657.30	\$55,986.03
<b>I</b>	\$46,969.34	\$48,112.34	\$49,281.88	\$50,477.95	\$51,703.73	\$52,960.30	\$54,247.64	\$55,564.69	\$56,915.71
<b>J</b>	\$47,749.38	\$48,910.43	\$50,099.06	\$51,316.37	\$52,562.31	\$53,839.04	\$55,147.62	\$56,486.96	\$57,860.25
<b>K</b>	\$48,543.23	\$49,722.32	\$50,930.06	\$52,168.57	\$53,435.75	\$54,733.71	\$56,062.44	\$57,425.13	\$58,820.72
<b>L</b>	\$49,348.74	\$50,548.00	\$51,775.90	\$53,034.58	\$54,321.93	\$55,642.17	\$56,995.31	\$58,379.22	\$59,797.10
<b>M</b>	\$50,168.06	\$51,387.47	\$52,635.54	\$53,914.40	\$55,224.02	\$56,565.49	\$57,940.92	\$59,348.18	\$60,789.41
<b>N</b>	\$51,000.10	\$52,240.75	\$53,510.05	\$54,810.12	\$56,140.97	\$57,504.72	\$58,902.44	\$60,333.05	\$61,798.69
<b>O</b>	\$51,847.01	\$53,107.82	\$54,397.27	\$55,719.64	\$57,072.78	\$58,459.88	\$59,879.89	\$61,334.91	\$62,824.95
<b>P</b>	\$52,707.70	\$53,988.69	\$55,300.43	\$56,645.08	\$58,019.45	\$59,429.89	\$60,873.24	\$62,352.68	\$63,868.20
<b>Q</b>	\$53,582.21	\$54,884.42	\$56,218.44	\$57,584.32	\$58,984.15	\$60,415.83	\$61,883.58	\$63,387.44	\$64,927.36
<b>R</b>	\$54,472.63	\$55,796.05	\$57,151.32	\$58,540.53	\$59,962.66	\$61,419.81	\$62,911.98	\$64,440.23	\$66,005.63
<b>S</b>	\$55,376.85	\$56,722.56	\$58,100.11	\$59,512.68	\$60,958.15	\$62,438.65	\$63,956.28	\$65,510.01	\$67,100.87
<b>T</b>	\$56,295.92	\$57,663.92	\$59,064.81	\$60,499.67	\$61,969.56	\$63,475.52	\$65,017.57	\$66,597.82	\$68,215.22
<b>U</b>	\$57,229.85	\$58,621.20	\$60,045.44	\$61,503.64	\$62,999.00	\$64,528.31	\$66,096.90	\$67,702.62	\$69,347.62
<b>V</b>	\$58,179.70	\$59,594.40	\$61,041.99	\$62,525.67	\$64,044.36	\$65,600.21	\$67,193.20	\$68,826.52	\$70,498.05
<b>W</b>	\$59,145.48	\$60,583.52	\$62,055.51	\$63,563.61	\$65,106.72	\$66,689.09	\$68,309.69	\$69,968.46	\$71,668.65
<b>X</b>	\$60,128.22	\$61,588.55	\$63,086.03	\$64,618.53	\$66,188.17	\$67,796.01	\$69,443.13	\$71,130.58	\$72,858.36
<b>Y</b>	\$61,125.83	\$62,611.63	\$64,132.46	\$65,691.48	\$67,286.61	\$68,922.03	\$70,595.69	\$72,310.73	\$74,068.22

## APPENDIX A-2

### ONE TIME STIPENDS

A. **Attendance Incentive Stipend**: A one-time attendance stipend will be paid during each year of the contract in accordance with the following rules:

Teachers with perfect attendance for the school year: \$500 stipend

Teachers with only one (1) day of absence for the school year - \$300 stipend

Teachers with only two (2) days of absence - \$250 stipend

The following forms of leave of absence will not count against the attendance stipend: FMLA leave, jury duty leave, bereavement leave and professional leave.

B. **National Board Certification Reimbursement and One-Time Stipend**. Any Certificated Employee who obtains National Board certification by the National Board for Professional Teaching Standards will be reimbursed for the direct costs of obtaining said certification, once complete. In addition, nationally certified employees will be granted a one-time \$5,000 stipend. The Board agrees to reimburse the direct costs of renewing National Board Certification. Any interested teacher must submit a letter of interest to the Superintendent by September 1<sup>st</sup>. Each school year a cap of six applicants will be approved to participate in this opportunity.

## Appendix B

### 2021-2023 Extra Curricular Schedule

The number of ECA positions has not been bargained but is included for informational purposes only.

#### **Baseball**

Varsity Coach	\$3,286
Assistant Varsity/JV Coach	\$2,000

#### **Basketball**

Varsity Boys Coach	\$6,565
Assistant Varsity/JV Boys Coach	\$3,286
Assistant Varsity/9th Grade Boys Coach	\$2,215
8th Grade Boys Coach	\$1,718
7th Grade Boys Coach	\$1,718
Varsity Girls Coach	\$6,565
Assistant Varsity/JV Girls Coach	\$3,286
8th Grade Girls Coach	\$1,718
7th Grade Girls Coach	\$1,718
Assistant Varsity/9th Grade Girls Coach	\$2,215

#### **Cross Country**

Varsity Boys/Girls Combined Coach	\$3,120
Assistant Varsity Boys/Girls Combined Coach	\$1,718
Middle School Boys/Girls Combined Coach	\$999

#### **Football**

Varsity Coach	\$6,565
Assistant Varsity Coach (2)	\$2,988
Head JV Coach	\$2,988
Assistant JV Coach	\$2,787
8th Grade Coach	\$1,661
7th Grade Coach	\$991

#### **Golf**

Varsity Boys Coach	\$1,937
Varsity Girls Coach	\$1,937
Middle School Boys Coach	\$632
Middle School Girls Coach	\$632

#### **Softball**

Varsity Coach	\$3,286
Assistant Varsity/JV Coach	\$2,000

#### **Tennis**

Varsity Boys Coach	\$1,937
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Varsity Girls Coach	\$1,937
<b><u>Track</u></b>	
Varsity Boys Coach	\$3,286
Varsity Girls Coach	\$3,286
Assistant Varsity Boys/Girls Coach	\$1,718
Middle School Boys Coach	\$1,470
Middle School Girls Coach	\$1,470
<b><u>Volleyball</u></b>	
Varsity Coach	\$3,286
Assistant Varsity/JV Coach	\$1,860
8th Grade Coach	\$1,547
7th Grade Coach	\$1,547
<b><u>Wrestling</u></b>	
Varsity Coach	\$3,643
Assistant Varsity/JV Coach	\$1,718
Middle School Coach	\$1,480
<b><u>Archery</u></b>	
Archery Coach	\$632
Assistant Archery Coach	\$326
Assistant Archery Coach	\$326
<b><u>Cheerleading</u></b>	
Varsity Cheerleading Coach (Fall)	\$1,713
Varsity Cheerleading Coach (Winter)	\$1,713
Grades 7/8 Cheerleading Coach	\$994
Assistant Varsity Cheerleading Coach (Fall and Winter)	\$750
<b><u>Elementary Athletics</u></b>	
Grades 5/6 Boys Basketball Coach	\$973
Grades 5/6 Girls Basketball Coach	\$973
<b><u>Assistant Athletic Directors</u></b>	
Assistant Athletic Director—Middle School	\$3,636
Assistant Athletic Director—Elementary School	\$2,578
<b><u>Academic and Club Sponsorships</u></b>	
Special Needs Sponsor	\$741
Band Director	\$3,710
Assistant Band Director	\$2,578
Damsels Director	\$2,964
Choral Director	\$1,797
Middle School Choral Director	\$999
Elementary Choral Director	\$657

Winter Guard Director	\$2,222
Winter Drumline Director	\$2,222
Band Director Grades 5-8	\$1,141
Senior Class Sponsor (2)	\$597
Junior Class Sponsor (2)	\$597
Sophomore Class Sponsor	\$326
High School GSA Sponsor	\$320
Middle School GSA Sponsor	\$320
Spanish Club	\$326
Drama Club—High School (2 productions)	\$1,815
Drama Club—Middle School	\$802
Stage Production Coordinator—High School	\$545
Honor Society Sponsor—High School	\$545
Honor Society Sponsor—Middle School	\$326
Boys Bowling Sponsor	\$632
Girls Bowling Sponsor	\$632
Model Legislature Sponsor	\$326
Student Council Sponsor—High School	\$545
Student Council Sponsor—Middle School	\$326
Newspaper Sponsor—High School	\$1,061
Yearbook Sponsor—High School	\$1,414
Yearbook/Newspaper Sponsor—Middle School	\$657
Art Club Sponsor—High School	\$326
Elementary PTO Teacher Representative (2)	\$326
Science Fair Sponsor—Elementary	\$326
Robotics Sponsor—Elementary	\$326
Robotics Sponsor—Middle School	326
FFA Sponsor (2)	\$6,367
Middle School Spell Bowl Sponsor	\$226
Middle School Academic Coaches (5)	\$226
Elementary Spell Bowl Sponsor	\$226
Elementary Math Bowl Sponsor	\$226
High School Academic Coaches (6)	\$320

### **Advanced Placement or Dual Credit Stipend**

#### **Dual Credit Courses**

1 Class	\$500
2 Classes	\$750
3 or more Classes	\$1,000

#### **Advanced Placement (College Board)**

Per Class	\$350
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#### **Ivy Tech Agriculture Courses**

Per Class	\$200
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<b>ENL Teacher</b>	\$1000
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**Extended Contracts**

*Note: Summer Programs (based on preceding school year)*

Band Director (maximum of 200 hours)	Hourly Rate
Assistant Band Director (maximum of 60 hours)	Hourly Rate
Damsels Director (maximum of 60 hours)	Hourly Rate
Adult Farmer Sponsor (maximum of 36 hours)	Hourly Rate
Boys Basketball Sponsor (maximum of 80 hours)	\$41.34 per hour
Girls Basketball Sponsor (maximum of 80 hours)	\$41.34 per hour
Football Sponsor (maximum of 80 hours)	\$41.34 per hour
MS/HS Library Media Specialist	10 days
High School Guidance Counselor	21 days
Middle School Guidance Counselor	20 days

**The positions identified above for extended contracts as well as the number of hours and days specified above have not been bargained but rather are included for informational purposes only.**

\*The identified positions and number of positions are included for informational purposes only and was not bargained.

\*\*The number of hours is included for informational purposes only and was not bargained.

\*\*\*The number of days is included for informational purposes only and was not bargained.

Note: If two persons split a position, then the stipend will be split.



## APPENDIX C

### Retirement Bridge Program

(Eliminated 9-28-2004 as part of the PL199 Agreement but continues to apply to teachers who retired prior to the start of 2006-2007 school year.)

Applicable for a teacher who first retires from teaching beginning with the retirement school year of 1996-97, the Board may approve a teacher to participate in a Retirement Bridge Program, (hereinafter called the "Program"), in this School Corporation.

1. To be eligible a teacher must meet all the following requirements and provisions:
  - a. Be at least 55 years of age by July 31 immediately following the close of the preceding school year; and
  - b. If hired prior to 1996-1997, have at least ten (10) years continuous service, or, if hired for the 1996-1997 year and thereafter, have at least fifteen (15) years continuous service with this School Corporation for which credit has been granted by the Board; and
  - c. Said teacher shall notify the Office of the Superintendent in writing on or before January 1 of his or her intent to leave the School Corporation at the end of the present school year.
2. The early retirement stipend shall be fifty-five per cent (55%) of the difference between the Bachelor with zero experience and maximum Master Salary per year (July 1 to June 30) for each subsequent year following the year of retirement up to and including the year said teacher first becomes of eligible age to begin receiving full social security benefits. In no case may any teacher qualify for payment under this Program exceeding five (5) years. This Program is to be used in conjunction with Article IV, Section N of this Contract, and payment shall be made in accordance with Article IV, Section J of this Contract
3. The amount of the yearly stipend provided herein shall be frozen for the individual teacher at the time such teacher begins participation in this Program, even though such stipend may be subsequently changed through bargaining of a successor(s) to the Contract.
4. If said teacher is enrolled in the School Corporation group health insurance plan during the school year immediately preceding the retirement, such teacher may continue to be enrolled in the said plan until teacher qualifies for Medicare, with the School Corporation paying the cost of single medical insurance policy. The teacher is eligible to request deductions for the difference in the cost for a family coverage plan.

5. Said teacher shall cease to be a participant in said Program, and no further compensation as provided hereinabove in Paragraph 2 will be due or payable to said teacher, when:
  - a. The teacher first becomes of eligible age to start receiving full social security benefits; or
  - b. The teacher has received the maximum number of payments for which the teacher qualifies (not to exceed five [5] years); or
  - c. The teacher has died before completion of said Program, whichever is earlier.
  
6. Teachers retiring under the plan prior to July 1, 1995 shall continue to receive this benefit under the formula outlined in the 1993-1995 contract.

Effective Date: The following amendments are made to the Contract agreement between the Northeastern Wayne School Corporation Board of School Trustees here in after the “Board” or the “Corporation” and Northeastern Wayne Classroom Teachers Association here in after the “Association”, signed the 28<sup>th</sup> day of September, 2004. These amendments shall be effective with respect to any teacher retiring on or after the 1<sup>st</sup> day of July, 2004. Any teacher who has retired before the effective date will only be entitled to those benefits contained in the Contract Agreement as of the time of his or her retirement, but as may be otherwise revised from time to time.

**Appendix D**

**NORTHEASTERN WAYNE SCHOOL CORPORATION**

Grievance # \_\_\_\_\_

Distribution of Form:

\_\_\_\_\_  
GRIEVANCE REPORT

1. Board of Designee
2. Principal
3. Association
4. Teacher

\_\_\_\_\_  
Submit to principal in duplicate

\_\_\_\_\_  
Building      Assignment      Name of Grievant      Date Filed

Level I

- A. Date Cause of Grievance Occurred
- B. State of Grievance (attached)  
    Relief Sought (attached)

\_\_\_\_\_  
Signed                      Date

- C. Disposition by Principal (attached)

\_\_\_\_\_  
Signed                      Date

- D. Position of Grievant and/or Association (attached)

\_\_\_\_\_  
Signed                      Date

Level II

- A. Date received by Board of Education or Designee
- B. Disposition by Board (attached)

\_\_\_\_\_  
Signed                      Date

- C. Position of Grievant and/or Association (attached)

\_\_\_\_\_  
Signed                      Date

Level III

- A. Date Submitted to Arbitration
- B. Disposition and Award of Arbitrator (attached)

\_\_\_\_\_  
Signed                      Date