



Nettle Creek School Corporation

**297 East Northmarket Street
Hagerstown, Indiana 47346**

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

August 5, 2020– June 30, 2021

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

Article I

Recognition

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

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

Superintendent
Principals
Assistant/Associate Principals
Dean of Students
Director of Learning
Curriculum Coordinator/Instructional Coach
Director in Charge of Athletics
Non-certificated employees
Employees holding positions for which certification is not required

Article II

Definitions

As used in this contract

1. "School employer" and "board" mean the Board of School Trustees of the Nettle Creek School Corporation and any person/s authorized to act for said body in dealing with its employees.
2. "School Corporation" means the Nettle Creek School Corporation of the Counties of Wayne and Henry of the State of Indiana.
3. "Certificated school employees" and "teacher/s" mean the certificated personnel employed by the school employer in the bargaining unit as defined in Article I of this contract.
4. "Exclusive representative" and "association" mean the school associate organization which has been certified or recognized as the exclusive representative of said certificated associates, or the person/s duly authorized to act on behalf of such representative.
5. When reference is made to male teachers in this contract, it includes female teachers in appropriate context.

Article III

A. New Hire Placement Document: 2020-2021 School Year*

For any teacher employed by the Nettle Creek School Corporation, the base salary for all new hires will be \$34,500. The Superintendent has the authority to increase the salary for newly hired teachers in one of the following ways:

- All new hires with a bachelor's degree and a valid Indiana teaching license may receive up to a \$750 increase to the base for each additional year of successful teaching experience in accredited school districts.
- All new hires with a master's degree (in the teaching area and/or education field) and a valid Indiana teaching license may receive up to a \$900 increase to the base for each additional year of successful teaching experience in accredited school districts.
- All new hires with a valid Indiana teaching license may receive \$750 increase to the base for one year of credit for every two years worked of relevant working experience.
- All new hires with a valid workplace certification may receive \$750 increase to the base for one year of credit for every two years worked of relevant working experience.

All new hires, who are hired in areas that are deemed to be 'hard to fill', may receive up to a \$7,000 increase to the base salary. The final total base salary may not exceed the current salary of certified staff with the equivalent years of experience and degrees. This will be at the discretion of the superintendent.

In all instances, the Superintendent would confer with the NCCTA leadership to maintain some level of consistency among teacher salaries.

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

*Applicable to new hires for the 2020-2021 school year.

B. Extended Contract

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

C. Reduced Contract

A Reduced Contract can be one of the following:

- A. A regular teacher's contract with less work days than 181 work days per year.
- B. A regular teacher's contract with less work hours per day than the 7.5 hours per day but still 181 work days.
- C. A regular teacher's contract with less than 181 work days and less than 7.5 work hours per day

A Reduced contract will be compensated on a pro-rata basis depending on days and/or hours worked.

D. Salary Range

Salaries at Nettle Creek School Corporation for current Bargaining Unit members range from \$32,833.00 to \$67,924.41. The salary range, after increases are awarded, will be from \$34,500 to \$73,291.06.

E. Pay Schedule for Co-Curricular Responsibilities

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

2020-2021 ECA's	
ECA	Stipend Amount
Just Say No	\$608.73
4th Grade Science Fair	\$361.53
6th Grade Science Fair	\$361.53
Elem. Music Director	\$696.28
Math Bowl Coordinator	\$361.53
Math Bowl Coach	\$361.53

Math Bowl Asst. Coach	\$361.53
Elem. Yearbook	\$361.53
Robotics	\$361.53
7th Grade Sponsor	\$198.79
	\$198.79
8th Grade Sponsor	\$198.79
	\$198.79
9th Grade Sponsor	\$198.79
	\$198.79
10th Grade Sponsor	\$198.79
	\$198.79
11th Grade Sponsor	\$1,463.63
	\$1,463.63
12th Grade Sponsor	\$1,043.39
	\$1,043.39
Academic Team Coordinator	\$833.27
English-Academic Team	\$497.49
Science-Academic Team	\$497.49
Math-Academic Team	\$497.49
Fine Arts-Academic Team	\$497.49
Social Studies-Academic Team	\$497.49
Band Director	\$6,160.43
BPA	\$706.58
Corporation Test Coordinator	\$4,500.00
Curriculum Workshop Chairperson (3)	\$1017.00
Curriculum Workshop Participants (7)	\$796.00
Choral Director	\$3,053.95
FFA	\$1,561.48
FCCLA	\$706.58
Model Legislature	\$994.98
National Honor Society	\$706.58
Outdoor Lab	\$1,322.52
Peer Helpers	\$706.58

PUSH	\$706.58
Art/Music Department Chair	\$1,075.32
Business/Media Department Chair	\$1,075.32
FACS/PE & Health Dept. Chair	\$1,075.32
English/Foreign Lang. Dept. Chair	\$1,075.32
Math Department Chair	\$1,075.32
Science/Ag Department Chair	\$1,075.32
Social Studies Department Chair	\$1,075.32
Special Education Department Chair	\$1,075.32
G/T Coordinator	\$1,075.32
Spring Musical	\$1,906.53
Variety Show	\$826.06
PLATO Supervisor	\$1,623.28
HS Yearbook	\$1,350.33
Media	\$1,013.52
Indoor Performance	\$1,693.84
Student Government	\$471.74
Wellness Coordinator	\$2,000.00
Athletics	
Cross County Head Coach (B & G)	\$3,396.94
Cross County JH (B & G)	\$1,051.63
Football Head Coach	\$7,243.99
Football Assistant	\$3,396.94
Football Assistant	\$3,396.94
Football JV and Freshman	\$3,396.94
Football Assistant JV & Freshman	\$1,906.53
JH Football Coach	\$1,815.89
JH Football Coach	\$1,815.89
Boys Tennis Coach	\$2,249.52
Girls Golf Head Coach	\$2,249.52
Volleyball Head Coach	\$3,792.46
JV Volleyball	\$2,087.81
JH Volleyball-8th Grade	\$1,231.88

JH Volleyball-7th Grade	\$1,231.88
Elementary Volleyball	\$577.83
Elementary Volleyball	\$577.83
Fall HS Athletic Supervision	\$2,200.00
JH Fall Athletic Supervision	\$1,500.00
Varsity & JV Cheerleading	\$2,087.81
Freshman Cheerleading	\$1,231.88
JH Cheerleading	\$1,231.88
Boys Basketball Head Coach	\$7,243.99
Boys V & JV Basketball Assistant	\$3,396.94
Boys Varsity Basketball Assistant	\$2,310.29
Boys Freshman Basketball	\$2,672.85
JH Boys Basketball-7th Grade	\$1,815.89
JH Boys Basketball-8th Grade	\$1,815.89
Varsity Swimming Head Coach (B & G)	\$3,792.46
Varsity Swimming Assistant (B & G)	\$2,087.81
Swimming Diving Coach (B & G)	\$1,705.68
JH Swimming (B & G)	\$1,051.63
Wrestling Head Coach	\$3,792.46
JV Wrestling	\$2,087.81
Wrestling Assistant-JH	\$1,231.88
Girls Basketball Head Coach	\$7,243.99
JV Girls Basketball	\$3,396.94
Girls Varsity Basketball Assistant	\$2,310.29
JH Girls Basketball	\$1,453.33
JH Girls Basketball	\$1,453.33
5th Boys Basketball Travel Team	\$1,245.27
6th Boys Basketball Travel Team	\$1,245.27
5th Girls Basketball Travel Team	\$1,245.27
6th Girls Basketball Travel Team	\$1,245.27
Winter JH Athletic Supervision	\$1,500.00
Baseball Head Coach	\$3,792.46
Baseball Asst. V & JV	\$2,087.81

Boys Golf Head Coach	\$2,249.52
Boys Track Head Coach	\$3,792.46
Track Asst. Varsity Boys	\$2,087.81
JH Boys Track	\$1,231.88
Girls Track Head Coach	\$3,792.46
Girls Asst. Girls Varsity	\$2,087.81
JH Girls Track	\$1,231.88
Softball Head Coach	\$3,792.46
Softball Asst. & JV	\$2,087.81
Girls Tennis Head Coach & JH	\$2,249.52
Spring JH Athletic Supervision	\$1,500.00
Summer Conditioning Coordinator	\$648.90
Summer Conditioning Coach	\$540.75
Summer Conditioning Coach	\$540.75
Summer Conditioning Coach	\$540.75
Summer Conditioning Coach	\$540.75
Summer Conditioning Coach	\$540.75
Summer Boys Basketball	\$1,081.50
Summer Girls Basketball	\$1,081.50
Summer Football	\$1,081.50
Summer Volleyball	\$1,081.50

F. Payment of Salary

1. Basic salaries for teachers shall be paid in twenty-six (26) payments via direct deposit to the account designated, in writing, by the employee.
2. If the employee relationship with the school district is terminated, the remaining compensation due the teacher shall be paid on the pay date for the pay period in which the separation occurred. No other acceleration of pay shall be made except as provided by this section.
3. Co-curricular pay shall be made for Fall Activities in the first pay of November; for Winter Activities in the first pay of March and for Spring activities in the first pay of June.

Co-curricular pay for all position assignments which pay \$2,000 or less will be paid upon certification of completion of duty as approved in writing by the building principal and submission of a signed claim to the corporation

business office. Co-curricular positions paying more than \$2,000 may be added to the individual's regular basic salary for payment over 26 pays. A written request for this option to be implemented must be signed annually and submitted to the Superintendent no later than August 1st of each year.

4. During periods other than the regular school year, including summer school, payroll deposits shall be provided to employees on the days which constitute regular paydays under the twenty-six (26) pay day plan.

G. Building-to-Building Mileage Reimbursement

Full-time teachers employed under regular or temporary contract who's regularly assigned teaching schedule/s cause them to teach classes in more than one (1) building, shall be reimbursed for authorized travel at the rate of fifty-three and five tenths (53.5) cents per approved mile, effective on the date of master contract ratification. It is understood that mileage reimbursement will not be paid to the first school assignment, nor shall this provision be construed to include any travel relating to co-curricular assignment/s or duties.

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

H. Mileage Reimbursement for School Business

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

I. Teacher Compensation Funds

\$85,311.85 will be distributed through the Teacher Compensation System. The 2% TRF savings will be distributed as a one-time stipend paid to all certified teachers the first pay of June, 2021.

J. Professional Development Stipend

A stipend of \$17.00 per hour will be paid to teachers for each hour of approved professional development that extends beyond contract hours.

Article IV

Compensation Tool See Appendix A

Wage-Related Fringe Benefits

A. Hospitalization/Medical Insurance

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

Maximum Board Payment Per Teacher

<u>Calendar Year</u>	<u>Board Payment Single Plan</u>	<u>Board Payment Family Plan</u>
2021	\$5,245.00	\$10,787

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

B. Vision and Dental Insurance

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

C. Long-Term Disability Insurance

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

with the teacher paying not less than one dollar (\$1.00) per year.

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

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

D. Group Term Life Insurance

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

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

E. Paid Time Off Leave

1. Eighteen (18) days of paid leave shall be allowed for each teacher per school year. Teachers may use this leave for personal illness, family illness, or for any personal business reasons. Days are awarded on the first day worked. Days will be prorated for teachers contracted for only a portion of the school year.
2. If circumstances arise in which a teacher needs to use an absence prior to or immediately following a school break, a notification meeting (phone call or face to face) with the building Principal is required.
3. Any annual teacher leave unused at the end of the school year will be converted to and carried as accumulated sick leave. Unused sick leave shall accumulate to a maximum of 180 days
4. Accumulated sick leave may be used for the illness of the teacher or other purposes allowed through FMLA as outlined in Board Policy 3430.01
5. For absences caused by illness or physical disability of the employee that extends beyond four (4) consecutive days each employee shall be allowed to have the school corporation deduct the additional days from the employees personal accumulated sick leave. Failure to provide a doctor's statement will be cause for denial of personal accumulated sick leave use.
6. In the event a teacher accumulated one (1) or more days of sick leave in another school corporation before being employed by Nettle Creek School Corporation, there shall be added for the second school year and each succeeding school

year of employment, three(3) days of sick leave until the accumulated days to which the teacher was entitled in his/her last employment are exhausted or the 180 maximum days has been reached, whichever comes first.

F. Bereavement Leave

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

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

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

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

G. Jury Duty Leave

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

H. Temporary Disability Leave

1. “Temporary disability” as used in this section means a condition which results in a teacher’s inability to perform the essential functions of the position of classroom teacher with reasonable accommodation for more than thirty but less than or equal to 180 contract days. The term includes any physical, mental, or maternity related condition that meets this definition.
2. A teacher with a temporary disability or a person authorized to act on such a teacher’s behalf shall submit Department of Labor Form WH-380 completed by the teacher’s health care provider to initiate the teacher’s request for temporary disability leave. If the completed Form WH-380 indicates that the teacher has a temporary disability, the teacher shall be granted temporary disability leave pursuant to this section.
3. Temporary disability leave pursuant to this section shall be designated by the board as leave for a “serious health condition” pursuant to the federal Family and Medical Leave Act (“FMLA”) using Department of Labor Form WH-381. FMLA allows eligible employees to take a job-protected, unpaid leave for up to twelve (12) work weeks per twelve-month period.
4. A teacher’s temporary leave shall consist of the teacher’s accrued paid sick leave, personal leave, and approved sick leave bank days running concurrent to unpaid FMLA leave. Paid and unpaid leave shall be coordinated as follows:
 - a. If a teacher has more than 12 work weeks (60 contract days) of accrued paid sick and personal leave days, at the end of the teacher’s sick leave, personal leave, and approved sick leave bank days, the teacher shall be permitted to continue on unpaid leave under the terms set forth in Section 3.
 - b. If the teacher has less than 12 work weeks (60 contract days) of accrued paid sick and personal leave, and approved sick leave bank days, the teacher shall be permitted to continue on unpaid FMLA leave until the teacher has been on a combination of paid and unpaid FMLA leave for 12 work weeks (60 contract days). During unpaid FMLA leave, the teacher shall continue to receive the same board contribution toward group health, dental and vision insurance the teacher was receiving on the last day the teacher worked.
 - c. After a teacher has been on paid or unpaid FMLA leave for a total of 12 work weeks (60 contract days) in a 12-month period, the teacher shall be permitted to continue on unpaid leave for a total

of one year from the first day of leave taken by the teacher. During his leave, the teacher shall continue to receive the same board contribution toward group health, dental, and vision insurance the teacher was receiving on the last day the teacher worked. The teacher portion of the group health insurance premium must be paid on or before each teacher pay day.

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

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

I. Retired Teachers – Insurance Participation

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

J. Sick Leave Bank

1. Eligible Participants

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

2. Structure

The board will, at the beginning of each school year, allot up to one

hundred (100) days to a sick leave bank for use by full-time certificated employees of the district who are under contract to the corporation and who may be absent from assigned duty due to illness, injury, or incapacitation substantial in nature or duration, once said certificated employee's sick leave and personal business leave and any accumulation/s of such provisions have been exhausted, under the following terms and conditions:

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

3. Sick Leave Bank Committee

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

4. Use of Sick Leave Bank

- a. To be eligible for use of days from the sick leave bank, a certificated employee or member of said employee's immediate family or said employee's authorized designee, if said employee has no immediate family, shall make written application to the Sick Leave Bank Committee, in care of the superintendent, for leave under this provision, and said application shall be accompanied by a physician's certificate stating the nature, possible length of absence, and prognosis of the employee's condition. "Immediate family" for purposes of this provision, shall be interpreted as including only spouse, dependent children, and any other relative residing in the home of the employee at the time of incapacitation.
- b. The certificated employee so incapacitated must have exhausted all but 3 accumulated sick leave days before application is submitted for sick leave bank benefits.

- c. The Sick Leave Bank Committee shall, once requisites set forth herein above are met by any applicant, review each case on its merits, and its decision will be final.
- d. Each certificated employee may apply and be entitled to use up to thirty-one (31) school days per school year from the sick leave bank.

5. Repayment of Days to the Sick Leave Bank

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

K. Board Contribution to Indiana State Teachers' Retirement Fund

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

L. IRS Section 125

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

M. Admission Passes

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

N. Background Check

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

Article V

Grievance Procedure

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

A. Definitions

As used in this procedure:

1. “Grievance” means, and shall be limited to, an alleged violation of an expressed article or section of this written contract, except where such article or section is exempt from this procedure.
2. “Superintendent” means the chief administrative officer of the school corporation, or any person/s designated by him to act in his behalf in dealing with school employees.
3. “Grievant” means the certificated school employee directly affected by the alleged violation making the claim.
4. “Day” means school employer-assigned duty day of the teacher which occurs during the term of a teacher’s individual contract, provided, however, that at all other times, “day” shall mean week-day.

B. Procedure

1. In all steps of this procedure, the grievant may be represented by an Association representative/s of his/her choice, provided, however, that in the event that the grievant intends to be represented at any step of this procedure, the principal, or his/her designee shall be notified in Step One only, at least twenty-four (24) hours prior to the meeting.
2. In cases where an alleged grievance affects two (2) or more employees in a building, or two (2) or more employees in the district, the association may initiate the claim. In the event that said alleged grievance directly affects two (2) or more employees in different buildings, any grievance shall be initiated by the association at Step Three.
3. All documents, communications, and records dealing with the processing of the grievance shall be filed separate from the personnel files of the grievant/s.

4. **Step One**

- a. Within ten (10) days of the time that the grievant knew, or reasonably should have known, of the act or condition on which it is based, the grievant shall present the grievance to the building principal during non-teaching hours. Within three (3) days after the presentation of the grievance, the building principal shall orally answer the grievant.

5. **Step Two**

- a. Within six (6) days after the presentation of the grievance at Step One, if the grievance is not resolved, it shall be stated in writing, signed by the grievant and submitted to the building principal on the form provided by the administration (Attachment A).
- b. The grievance shall 1) name the employee involved, 2) state the facts giving rise to the grievance, 3) identify the specific provisions of the agreement alleged to be violated, 4) state the contention of the grievant with respect to the grievance, and 5) state the specific relief requested.
- c. Within five (5) days after receiving the written grievance, the principal shall meet with the grievant in an effort to resolve the grievance.
- d. Within five (5) days after such meeting, the principal shall communicate his answer in writing to the grievant .
- e. See Page 24 for the form.

6. **Step Three**

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

C. Hearings

Hearings shall be conducted at a time and place which will afford opportunity for all persons, including witnesses, entitled to be present, to attend. Hearings shall be conducted during non-school hours, unless there is a mutual agreement for other arrangements. In the event that a hearing is held during assigned duty

time, those unit members required to be present as grievant/s or witnesses shall suffer no loss by virtue of attendance.

D. Time Limits

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

E. State and Federal Law

1. Nothing contained herein shall deny to any employee rights under state or federal constitutions or law.
2. No employee shall use the grievance procedure to appeal any decision of the board or administration if such decision is pursuant to any order of or written agreement with any state or federal regulatory commission or agency having the effect of law.

Article VI

Dues Deduction

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

The exclusive representative shall indemnify and hold the school employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out

of or by reason of action taken or not taken by the school employer or school corporation in reliance upon signed authorization cards or lists furnished to the school employer or school corporation by the exclusive representative for the purpose of payroll deduction of dues.

Article VII

Summer School

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

Article VIII

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

A. Program

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

B. Matching Contributions

1. The Board, by salary settlement diversion, shall match each participating teacher's like contribution of up to 3% of the teacher's salary appearing on the individual teacher's contract. The salary diversion and the teacher's matching contribution shall continue for as long as the plan is in effect.

C. Salary Settlement Diversion

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

D. Steering Committee

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

E. Termination

1. Should the parties decide to end the plan provided by this article, the salary diversion in effect will be added to the next school year's Teacher Compensation Funds for the purpose of salary negotiations.

Article IX

Term and General Provisions

Term

This contract shall be effective as of August 5, 2020 and shall continue in effect through June 30, 2021.

General Provisions

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

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

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

subjects or matter. This provision shall not affect the bargaining of a successor to this contract.

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

This contract is made and entered into at Hagerstown, Indiana on the 11th day of November, 2020 by and between the Board of School Trustees of the Nettle Creek School Corporation, Counties of Wayne and Henry, State of Indiana, party of the first part, heretofore referred to as "school employer" or "board," and the Nettle Creek Classroom Teachers Association, party of the second part, heretofore referred to as the "exclusive representative" or "association."

This contract is so attested to by the parties whose signatures appear below, and dated this 11th day of November, 2020.

BOARD OF SCHOOL TRUSTEES OF THE
NETTLE CREEK SCHOOL CORPORATION

NETTLE CREEK CLASSROOM
TEACHERS ASSOCIATION

Dan Davis, President and
Chief Negotiator

Glen Meek, President

Marcie Houghton, Secretary

Julie Drake, Chief Negotiator

Nettle Creek School Corporation

Grievance -Step Two

1) Grievant Name: _____

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

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

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

5) Specific relief requested:

Signature of Grievant

Date

Witness

Date

Received by _____
Administrator's Signature

Appendix A – Teacher Compensation System

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

This provision applies to bargaining unit members employed in 2020-2021 who were employed in 2019-2020.

Salary Range:

Salaries at Nettle Creek School Corporation for current Bargaining Unit members range from \$32,833.00 to \$67,924.41. The salary range, after increases are awarded, will be from \$34,500 to \$73,291.06.

Eligibility Statement:

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

Factors for salary increase:

Teachers will receive a 2% increase to their base salary for an evaluation rating of highly effective or effective and for satisfying the INPRS requirement for a year of experience in the prior school year.

Category Definitions

1. Teacher Evaluation (added to base)
 - Teachers who score in the top two categories (Highly Effective or Effective) on the evaluation instrument.
2. Experience (added to base)
 - Minimum 120 paid days during the previous year.
3. Academic Needs

Teacher Retention Catch-up

The Academic Needs factor is a teacher retention catch up and is defined as the need to retain teachers making less than the new teacher minimum by increasing the second-year teachers' salaries by \$2,417 so that none are making less than \$35,900.



January 14, 2021

To the Indiana Education Employment Relations Board (IEERB):

In accordance with 560 Indiana Administrative Code 2-8-4(d)(1), the Nettle Creek School Corporation submits this explanation and request for review by IEERB of a bargained and ratified limited MOU outside of the bargaining timelines. In support of this request, School states as follows:

1. On March 11, 2020, the World Health Organization declared the Coronavirus and its resulting disease, COVID-19, a world pandemic.
2. Upon the expiration of the Families First Corona Response Act (FFCRA) on December 31, 2020, it became necessary to establish a means for addressing the leave needs of teachers who are unable to work, because the teacher is subject to Federal, State, or local quarantine related to COVID.
3. The School was unable to anticipate the need for this paid leave during the Teacher Negotiation Bargaining window of September 15, 2020- November 15, 2020, set by the General Assembly because the need for the paid leave was met at that time by the FFCRA.
4. Therefore, the School, in accordance with 560 IAC 2-8-4(d)(1), submits the above explanation and kindly requests that IEERB review and approve the enclosed bargained and ratified MOU in order to establish COVID Paid Leave outside of the allowable bargaining window.

Wherefore, the School respectfully requests that IEERB review and approve the COVID Leave MOU.

Respectfully submitted,

Dr. Kyle G. Barrentine
Superintendent



**MEMORANDUM OF UNDERSTANDING BETWEEN
Nettle Creek School Corporation AND
Nettle Creek Classroom Teachers' Association**

1. **Parties:** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the School Board of Nettle Creek School Corporation herein referred to as the Board, and the Nettle Creek Classroom Teachers' Association, herein referred to as the NCCTA.
2. **Purpose:** The purpose of this MOU is to formally establish an amendment to the 20-21 Contract Agreement. The amendment will be included as part of Article III: Paid Leaves. The amendment adds the provision of COVID Paid Leave. This provision was unable to be added during the Negotiation window of September 15, 2020 to November 15, 2020, set by the General Assembly, because at that time, the need for Paid Leave related to COVID was provided for under the Families First Corona Response Act (FFCRA). FFCRA expired December 31, 2020 and was not renewed by Congress. Therefore, this amendment is necessary to define the terms of COVID Paid Leave for the remainder of the current contract.
3. **Contract Language Addendum:** COVID Paid Leave: COVID Paid Leave shall be granted to the teacher if the teacher is unable to work, including unable to telework, because the teacher is subject to Federal, State, or local quarantine related to COVID-19. The teacher is entitled to up to ten (10) COVID Paid Leave days during the term of the contract (July 1, 2020-June 30, 2021). All paid leave time granted under FFCRA from July 1, 2020-December 31, 2020 is counted toward the ten (10) COVID Paid Leave days to which a teacher is entitled under this addendum.
4. **Term of MOU:** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for not longer than June 30, 2021.
5. **Signatures:** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

Dr. Kyle G. Barrentine, Superintendent
Mr. Drew Cooper, Business Manager

Mrs. Emily Schaeffer, Director of Learning
Mrs. Sarah Buroker, Executive Secretary

Nettle Creek School Corporation
297 E. Northmarket Street
Hagerstown, IN 47346
765-489-4543
www.nettlecreekschools.com



Nettle Creek School Corporation

Kyle Barrentine, Superintendent

1-12-2021

Date

Dan Davis, President

1-13-2021

Date

Nettle Creek Classroom Teachers' Association

Glen Meek, President

1-12-2021

Date