

COLLECTIVE BARGAINING AGREEMENT

2023-2024

**NINEVEH-HENSLEY-JACKSON UNITED SCHOOL
CORPORATION**

and

**NINEVEH-HENSLEY-JACKSON UNITED TEACHERS
ASSOCIATION**

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CONTRACT

THIS CONTRACT is entered in this 7th day of November, 2023 by and between the NINEVEH-HENSLEY-JACKSON UNITED SCHOOL CORPORATION, hereinafter called “the Board,” and the NINEVEH-HENSLEY-JACKSON UNITED TEACHERS ASSOCIATION, AN AFFILIATE OF THE INDIANA STATE TEACHERS ASSOCIATION AND THE NATIONAL EDUCATION ASSOCIATION, hereinafter called “the Association.”

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I RECOGNITION AND DEFINITIONS

The Nineveh-Hensley-Jackson United School Corporation hereby recognizes the Nineveh-Hensley-Jackson United Teachers Association as the exclusive representative of all members of the bargaining unit.

The Parties agree to the following definitions:

- a. The term ‘Teacher’ when used in this agreement shall refer to all certificated personnel employed as teachers as defined by I. C. 20-18-2-22(a) [this does include our certificated school counselors] by the Nineveh-Hensley-Jackson United School Corporation except the Superintendent, Assistant Superintendent, Principals, Assistant Principals, Special Education Coordinator and Athletic Director. The bargaining unit is subject to change at any time by order of the Indiana Employment Relations Board.

The term “NHJUSC” when used in this Agreement shall refer to the Nineveh-Hensley-Jackson United School Corporation and be synonymous with employer, school board, board and Corporation.

The term “NHJUTA” when used in this agreement shall refer to the Nineveh-Hensley-Jackson United Teachers Association.

The terms “Nineveh-Hensley-Jackson United School Corporation” and “Nineveh-Hensley-Jackson United Teachers Association” shall include authorized officers, representatives and agents.

The term “Parties” when used in this agreement shall refer to the NHJUSC and the NHJUTA.

Days means calendar days unless otherwise specified. “Daily Rate” when used in this Agreement shall mean the teacher’s annual salary in effect for the 2023-2024 school year divided by the number of days in the teacher’s regular contract year. “Hourly Rate,” when used in this Agreement, shall mean the teacher’s daily rate divided by seven (7).

Immediate family shall be interpreted as spouse, children, grandchildren, sister, brother, mother, father, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, foster child, step family relationships that parallel those of natural, immediate family members, i.e., step parent, step child, step-grandchild, etc., or any other member of the family unit living in the same household, no matter what degree of relationship.

ARTICLE II REPRESENTATIVES

Section 1. Union Membership. If necessary under Indiana Code, the Association shall certify to the administration the number of Association members, as differentiated from bargaining unit members, by September 15 of each school year.

ARTICLE III COMPENSATION

Section 1. Salary. The parties agree that salaries and wages to be affected by this contract are accurately reflected in the Appendices (A & B) attached hereto and made a part of this contract and shall be in effect from July 1, 2023, until June 30, 2024.

If sufficient funding is not available in any future year to fund the salary increases of all teachers who would otherwise meet the requirements, then the parties will negotiate an alternative compensation arrangement that is compliant with Indiana law and comports with the funding available (if any) at that time.

Section 2. Extended Contracts Compensation. Extended contracts shall include compensation proportionate to the additional length of the contract involved.

Section 3. Reimbursement for Expenses of Obtaining Professional Growth. Teachers attending Professional Conferences, or completing approved education course work, pursuant to Article VI, Section 5, with permission of the Superintendent, shall be reimbursed for transportation, registration, meals and lodging, or tuition related expenses, from the School Control Fund equaling \$150.00 per teacher – not assigned to an individual teacher, but decided on at the class level and department level on a priority basis according to current need and with approval of the Superintendent. Reimbursement for automobile expenses shall be at the IRS allowable rate per mile. Claim forms for reimbursement shall be approved by the principal and made on a form provided by the Board with all supporting materials to the Corporation Treasurer by the 1st day of the month before the Board meeting.

Section 4. Payment Options. The Board will pay the base salary increases described herein not later than 60 days after both parties ratify the contract. Base salary increases will be applied retroactively to the start of the 2023-2024 school year.

Teachers are required to complete and return to NHJ Administrative Offices a written election form required by Section 409 of the Internal Revenue Code prior to the beginning of the school year. Failure to complete and return the election form in a timely manner will result in the teacher being paid in 26 payments as set forth above. Any method of payment chosen by the teacher, or occurring as a result of teacher's failure to file the election form, will be irrevocable and unchangeable during the contract year period. Any change of election must be received in writing signed by the teacher prior to the commencement of a contract year period, and said

change will operate prospectively for the ensuing contract year period. In the event of separation from service occurs before the end of the contract year, the teacher will be entitled to an additional payment for the amount that the teacher has actually earned from the beginning of the contract year until the date of separation of service, but which has not been paid. This additional payment will be included in the final paycheck. For this purpose, "separation from service" shall have the same meaning as the term is defined in section 1.409A- (h) of the Treasury Regulations. (Generally, the regulations state that a "separation of services" occurs when the employee dies, retires, resigns, or otherwise has a termination of employment with the employer.)

Extra-curricular pay option: The extra-curricular contract is a separate contract; therefore the sponsor/coach may receive his/her total extra-curricular pay after the conclusion of his/her coaching/sponsoring responsibilities.

Section 5. Mileage. A teacher who is authorized to use his/her own car in pursuance of assigned school duties shall be reimbursed at the IRS approved rate.

Section 6. Section 125. The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any bargaining unit member so properly and timely requesting. An amount not to exceed 50% of salary may be set aside by the employee for the selection of benefits under Section 125 of the Internal Revenue Code, which are non-taxable benefits of major medical, long term disability, short term disability, Section 79 life, non-reimbursed medical, and dependent care. All administration fees shall be paid by the teacher. The Board does not warrant the tax deductibility of any such benefits selected. Any person participating in the retirement and/or retirement bridge programs may participate in these benefits.

Section 7. Tax Qualified Accounts. In 2007-2008, the school corporation established a one-time VEBA (voluntary employee's benefits association) account for each individual *certified* employee. Once retired, the employee may use VEBA funds to pay health insurance premiums, life insurance premiums, long-term care premiums, and to be reimbursed for unreimbursed medical expenses of the employee, spouse, and dependents. Each employee may determine how his/her or her account shall be invested among the investment options made available by the VEBA vendor, who will be mutually selected by agreement between the NHJ Board and NHJUTA. Each individual employee shall be immediately vested and own the funds deposited in their account.

Following the death of an employee, any amounts accumulated or remaining in the deceased employee's VEBA account may be, or continue to be, used to pay medically related premiums and expenses of the employee's spouse and/or dependents. At no time may the VEBA make loans to an employee, his/her spouse, or dependents. Should any of the provisions herein be found to conflict with IRS rules or regulations, or with any state rules or regulations, both parties agree to modify Article III, Section 9 as soon as possible.

Section 8. Additional Meetings. Additional staff development day(s) that occur outside the confines of the normal contractual day will be paid at the BS-0 hourly rate.

Section 9. Covering Another Colleague’s Classroom. A teacher who is assigned the ancillary duty of covering another teacher’s classroom when a substitute is not provided shall be paid at the rate of fifteen dollars (\$25.00) per hour effective November 15, 2023.

ARTICLE IV INSURANCE

Section 1. Group Health Plan. The current health plan shall continue in effect during the term of this Agreement, provided the entity providing such plan so allows. For each teacher covered by this Agreement, the Board shall pay toward the premium cost of the plan which the teacher has properly enrolled in, during each year of this Agreement, a maximum amount for each plan as set forth in the table below. Additional costs shall be shared equally between the board and the individual teacher.

HEALTH INSURANCE

School Year	Plan	Board Contribution
2023-2024	Employee	\$6,958.80
2023-2024	Employee + Children	\$11,676.48
2023-2024	Employee + Spouse	\$13,772.64
2023-2024	Family	\$17,342.40

Section 2. Group Dental Plan. The current dental plan shall continue in effect during the term of this Agreement, provided the entity providing such plan so allows. For each teacher covered by this Agreement, the Board shall pay toward the premium cost of the plan which the teacher has properly enrolled in, during each year of this Agreement, a maximum amount for each plan as set forth in the table below. Additional costs shall be shared equally between the board and the individual teacher.

DENTAL INSURANCE

School Years	Plan	Board Contribution
2023-2024	Single	\$341.04
2023-2024	Family	\$789.84

Section 3. Group Life Insurance. Effective immediately, the Board shall pay all but \$1.00 per year, which sum shall be paid by the teacher, for Group Life Insurance in the amount of Sixty Thousand Dollars (\$60,000.00) per teacher.

Section 4. Long-Term Disability Plan. The Board will provide a long-term disability insurance plan for each teacher properly enrolled in the plan. For each teacher covered by this Agreement, the Board shall pay \$130.00 toward the premium cost of the plan. All teachers shall

enroll in the plan and shall share equally the cost of the plan to the group. The Board shall have the plan contracted and implemented not later than January 1, 1991.

Section 5. Vision Coverage. The Board shall provide for a vision care program that provides for eye examinations, lenses and frames. The vision care benefit plan will include one (1) comprehensive vision examination every twelve (12) months, and lenses and frames every twelve (12) months. For each teacher covered by this agreement, the Board shall pay all but \$1.00 per year of the premium cost for either a single or family plan. Additional costs shall be shared equally between the board and the individual teacher.

Section 6. Pro-rata Insurance. The annual amounts of insurance premiums to be paid by the Board with respect to a teacher shall be reduced on a pro rata basis with respect to:

- a. beginning with the fourth month following termination of the teacher's contract by action of the Board. (Example: termination by Board at close of school year, payment of June, July and August, but not September.)
- b. beginning with the month following the teacher's voluntarily leaving the employ of the Board.

Section 7. Insurance Refunds. When refunds are made by the insurance carrier on the group hospitalization insurance policy, such refunds shall be returned on a pro rata basis to teachers participating in the plan.

ARTICLE V RETIREMENT BENEFITS

Section 1. Buy Out of Accumulated Sick Days as of August 1, 2002.

- (a) This Section applies only to teachers employed in the 2002/2003 school years.
- (b) The present value of each eligible teacher's accumulated sick leave as of August 1, 2002 will be determined. This determination will be based on:
 - The teacher's projected daily rate of pay at retirement multiplied by 50% of the accumulated sick leave days as of August 1, 2002 less 70 days;
 - The assumptions used in the present value determination will include a 7.5% interest rate and retirement at the earliest retirement age; and
 - The earliest retirement age will be attainment of age 55, completion of fifteen (15) years of creditable service under the Indiana State Teachers' Retirement Fund and completion of twelve (12) years of service with the School Corporation.
- (c) Each eligible teacher's present value amount will be deposited in 2003, upon receipt of the SB 199 bond proceeds, into an account for that teacher in a 401(a) plan.
- (d) Each teacher's 401(a) account will be vested (i) when the teacher completes twelve (12) years of service with the School Corporation, or (ii) if the teacher dies while employed at the School Corporation.

Section 2. Annual Buy-Out of Accumulated Sick Days Post August 1, 2002.

- (a) This Section applies to all teachers.
- (b) For each year starting with the 2002/2003 school years, any accumulated sick leave days as of the end of the school year over 70 shall be bought out.
- (c) This buy-out shall be based on the following schedule, using the excess of accumulated sick leave days as of the end of the school year over 70.

<u>Total NHJUSC Certified Years For That Year</u>	<u>Buy-Out Amount Per Day Over 70</u>
0 – 9	\$ 50
10 – 14	\$ 75
15 – 20	\$100
21 and over	\$125

- (d) That amount will be deposited as of the end of the school year into that teacher's 401(a) plan account.
- (e) This 401(a) account will be 100% vested at all times.

Section 3. Buy-Out of Accumulated Sick Days at Retirement.

- (a) The Section applies to all teachers.
- (b) If a teacher retires with at least twelve (12) years of service with the School Corporation and attainment of at least age 55, that teacher will be entitled to the following accumulated leave compensation at retirement:

If accumulated sick day balance at retirement is between 35 days and 69 days	\$1,000
If accumulated sick day balance at retirement is 70 days or more	\$2,000

- (c) This amount shall be paid as part of payroll in the teacher's last month of pay, pursuant to their last contract.

Section 4. Buy-Out of Retirement Bridge.

- (a) This Section applies only to teachers employed in the 2002/2003 school year who, on or before June 30, 2018:
 - (i) will be at least age fifty-five,
 - (ii) will have completed at least twelve years of service with the School Corporation, and
 - (iii) will have completed at least fifteen years of teaching service.
- (b) The School Corporation agreed to deposit the amount calculated into a 501(c)(9) VEBA trust in 2003, upon receipt of the SB 199 bond proceeds.

- (c) A teacher eligible under this Section who actually retires from teaching shall be entitled to payment or reimbursement of health premiums and/or medical expenses, but not to exceed \$4,750 per calendar year. Payment starts from the calendar year in which actual retirement occurs and continues until the earlier of: (i) the calendar year in which the teacher becomes Medicare eligible, or (ii) the calendar year in which the teacher signs a regular teacher contract with any public school corporation in Indiana. In the event the retired teacher does not use the entire \$4,750 in one calendar year, the remaining portion may be carried over to the next calendar year.

An example of this Section is as follows:

- (i) An eligible teacher actually retires in 2005 at age 59. In 2005, following retirement, the retiree may submit claims for up to \$4,750 to the VEBA. If the retiree actually submits \$2,000 in claims, the remaining \$2,750 will carry over to 2006.
- (ii) In 2006, the retiree may submit claims for up to \$7,500 (\$4,750 plus \$2,750) to the VEBA. If the retiree actually submits \$5,000 in claims in 2006, the remaining \$2,500 (\$7,500 less \$5,000) will carry over to 2007.
- (iii) In 2007, the retiree may submit claims for up to \$7,250 (\$4,750 plus \$2,500) to the VEBA. If the retiree actually submits \$6,000 in claims, the remaining \$1,250 will carry over to 2008.
- (iv) In 2008, since the retiree is at eligibility for reduced Social Security entitlement, the total available to pay claims in 2008 is the \$1,250 carry over amount.
- (v) No amounts are available in 2009 and thereafter.
- (d) This subsection applies if (i) a teacher who is eligible under this Section retires from teaching and then dies before the earlier of: (1) the calendar year in which the teacher qualifies for partial Social Security entitlement, or (2) the calendar year in which the teacher signs a regular teacher contract with any public school corporation in Indiana, or (ii) a teacher eligible under this Section dies while still employed by the School Corporation, but before the earlier of: (1) the calendar year in which the teacher qualifies for partial Social Security entitlement, or (2) the calendar year in which the teacher signs a regular teacher contract with any public school corporation in Indiana.
- If a teacher dies in either of those circumstances with a surviving spouse, the surviving spouse shall be entitled to payment or reimbursement of health premiums and/or medical expenses, in the same amounts and at the same times as the teacher would have been eligible for under Section 4(c) had the teacher lived. If the surviving spouse dies while entitled to benefits under this subsection or if there is no surviving spouse, but there is one or more surviving dependents within the meaning of the Internal Revenue Code, the surviving dependent(s) shall be entitled to payment or reimbursement of health premiums and/or medical expenses, in the same amounts and at the same times as the teacher would have been eligible for under Section 4(c) had the teacher lived.
- (e) In the event two individuals who are married to each other are both eligible teachers under this Section, they shall each have their own benefit under this Section.

Section 5. Buy-Out of Retirement Bridge (Not Covered by Section 4).

- (a) This Section applies only to teachers employed in the 2002/2003 school year who are not covered by Section 4, but who have 5 years of service or more with the School Corporation as of June 30, 2003.
- (b) The School Corporation shall deposit a one-time contribution in an amount equal to \$100 per year of service into the eligible teacher's 401(a) plan account in 2003 upon receipt of the SB 199 bond proceeds.
- (c) Each teacher's 401(a) account will be vested (i) when the teacher completes twelve (12) years of service with the School Corporation, or (ii) if the teacher dies while employed at the School Corporation.

Section 6. 457 Plan

The School Corporation agrees to establish a 457(b) plan for voluntary employee contributions.

ARTICLE VI LEAVES

Section 1. Compensatory Leave. (a) Each teacher shall be entitled to be absent for a total of fourteen (14) days in each school year without penalty of financial loss, negative impact on evaluations or other penalty. If in any one school year the teacher uses less compensatory leave days than the maximum allowed, the remaining days will continue to accumulate. These accumulated days will be bought down according to the provisions of Article VI. If a teacher is hired during the school year, then a proration of days will be calculated dependent upon the time of their hiring date.

(b) A teacher may transfer up to three (3) days of accumulated sick leave from another school corporation beginning the second school year of employment by the Board and three (3) days in each succeeding school year. When said teacher completes five consecutive school years with NHJUSC, then all accumulated sick leave days from another school corporation(s) may transfer to NHJUSC.

(c) Any teacher who is absent more than the yearly allotment without documented medical evidence, shall not be paid for the day(s). Medical evidence may extend to the immediate family here defined as spouse, children, or parents.

(d) It is not the intent of compensatory leave to extend school vacation periods or holidays. The Board and the Association agree that the use of compensatory leave before or after school vacation periods or holidays is not professional nor in the best interest of the students and the instruction they should receive.

(e) Any teacher who uses more than five (5) consecutive workdays of leave must file a doctor's statement with the Superintendent's Office upon the teacher's return to work. Teachers who must miss more than five (5) consecutive days due to illness in the family, a natural disaster, or appearance in court may be exempt from the preceding requirement by mutual agreement of

the Superintendent of Schools and the Association President. Teachers who exceed the (5) days and do not qualify under the above provisions will be docked pay accordingly for the days exceeding the 5 that are permissible.

(f) A current teacher who leaves the school corporation but is hired back by the school corporation within a calendar year is entitled to maintain his/her accumulated compensatory days providing that those days are not transferred to another school corporation.

Section 2. Bereavement Leave. (a) Each teacher shall be entitled to be absent from work without loss of compensation for a period not to exceed five (5) approved work days within six (6) months of the event of the death of the teacher's spouse, child, father or mother, and five (5) approved work days within six (6) months of the event of the death of the teacher's brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, or other approved immediate family members as stated in Article I. Guardians and wards will be considered a part of the immediate family.

(b) In the event of the death of a teacher's aunt or uncle or niece or nephew, the Superintendent may excuse the teacher for the day of the funeral. Two (2) additional days may be granted upon request due to distance and travel.

Section 3. Leave for Civic Duties. If a teacher is called to serve on a jury panel or is appointed to an election board, the teacher shall receive his/her daily teaching salary provided the teacher salary exceed such civic compensation. Upon receipt of a copy of the civic compensation, the corporation deduction shall be made on a per diem basis less expenses. All expenses must be documented.

Section 4. School Visitation Leave. A maximum of one-third of the teachers in the corporation shall be entitled to one (1) day in each school year for purposes of visiting other schools without loss of compensation. No teacher may take more than one (1) such day in a school year. Requests for permission to take a visitation day shall be made to the teacher's building principal and shall be subject to his/her approval and arrangements must be made ten (10) days in advance.

Section 5. Conference Leave Days. Each teacher may be granted permission by the Superintendent to attend at least one (1) day per year of Professional Training Conferences or Workshops without loss of compensation. Requests for permission to attend such conferences shall be submitted to the Superintendent by the first day of the month in which they want to take the leave.

Section 6. Court Leave. In the event a teacher is subpoenaed to appear in any court proceeding as a result of his/her activities in the course of his/her employment by the Board, s/he shall be granted a leave of absence with pay for the necessary period of absence.

Section 7. Professional Leave. Any teacher may apply to the Superintendent for professional leave to attend educational meetings, conventions, etc. The Board may elect to pay expenses for any approved professional leave and will pay all expenses in the event that the teacher is asked to attend a professional meeting by the Superintendent.

Section 8. Disability Leave. (a) A teacher who is disabled because of pregnancy or other cause shall be entitled on request to a leave of absence during the period of disability but for not longer than twelve (12) consecutive calendar months. The leave shall begin at such time that the teacher is unable to work, as determined by the teacher and the attending physician.

(b) As soon as an expected disability is definitely determined, the teacher shall notify the Superintendent's office in writing so the necessary arrangements with respect to the leave and arrangements for the replacement may be made. In the case of pregnancy, such notice shall be given as soon as the teacher's pregnancy is determined, provided such notice shall not constitute a commitment to the beginning date of the leave.

(c) The teacher shall give notice to the Superintendent's office in writing of the beginning date of the leave at the earliest possible time prior to the date on which the leave is to begin, which notice shall also state the probably duration of the leave.

(d) In the event that a teacher's disability leave extends until the end of a school year and teacher intends to return from said leave at the beginning of the following school year, the teacher shall notify the Superintendent in writing by the last teacher day of the school year in which the leave has begun. In other situations, such notice of intent to return shall be given at the earliest possible time.

(e) All or any portion of a disability leave taken by a teacher may, at the teacher's option, be charged to the teacher's available compensatory leave. The teacher shall notify the Superintendent at the time of the teacher's notice of the beginning of the leave as to what portion of the leave shall be allocated to compensatory leave. Except to the extent of allocated compensatory leave, said leave shall be without pay.

Section 9. Association Leave. Three (3) days of leave per school year shall be granted to the Association president or designee to lobby the Indiana General Assembly and/or conduct Association business. Request for such leave shall be submitted to the Superintendent at least one (1) week before the leave day requested. Such leave shall be with compensation.

Section 10. Assault Leave. A teacher injured by any individual during a job-related activity shall be compensated by the School Corporation for any loss of pay due to any injury resulting from that assault. When the teacher qualifies for Workers' Compensations and/or Long-Term Disability benefits, the School Corporation will pay the differential between Workers' Compensation and/or Long-Term Disability benefits. Such compensation paid to the teachers as a result of any loss of work due to the teacher being unable to work because of an injury resulting from the assault will be paid up to a maximum of twelve (12) months following the assault. Such compensation paid to the teacher will not be charged to the teacher's compensatory leave days. However, the absences must be related to an injury caused by the assault, and if the injury results in the teacher's absence of significant duration to comply with the waiting period for Workers' Compensation and/or Long-Term Disability insurance, the teacher must qualify for Workers' Compensation or Long-Term Disability benefits. The teacher, in order to qualify for this compensation, must report such assault within twenty-four (24) hours of the assault or twenty-four (24) hours of the time the teacher was capable of

reporting the assault. If a teacher is incapable of reporting, the Building Administration shall report such incident. The teacher must cooperate with the School Corporation in providing information in the School Corporation's disciplining any student and/or prosecuting the individual who committed the assault. The teacher must also cooperate with the School Corporation in connection with verification of the teacher's disability arising from the assault. (Assault leave does not apply to injury resulting from assault by spouses, ex-spouses, or other relatives.)

Section 11. Sick Leave Bank. A voluntary sick leave bank shall be established whereby a certificated school employee, as defined herein in Article I, who is absent from assigned duties due to personal illness and who has utilized all compensatory days, and all other paid leave benefits, as established herein, for sick leave days from the bank under the following conditions:

a. **Sick Leave Bank Enrollment:** The number of accumulated days in the bank shall not exceed two hundred sixty (260) days, provided; however, that (i) a veteran teacher who is not a current member of the bank may become a member by contributing two (2) sick leave days to the bank not earlier than August 2nd nor later than September 10th of any school year, and (ii) a teacher who is newly hired in the school corporation shall have thirty (30) days from the date of initial duty assignment, during which time such teacher may choose to participate in the bank by contributing two (2) sick leave days, even though such contribution by newly hired teacher would cause an accumulation of days in excess of the maximum specified herein.

b. **Sick Leave Bank Accumulation:** In the event that the number of accumulated days in the bank at the beginning of a school year is of sufficient number that a contribution of one (1) sick leave day by all teachers who are current members of the bank would cause the maximum number of days specified herein above in Paragraph One (1) to be exceeded, the current year's contribution by all such current members shall be suspended, except that in case the bank is depleted during the school year, the current year's contribution shall be assessed at the time of such depletion. Donated compensatory leave days shall be used to maintain the sick bank and are non-refundable. Any days left in the bank at the expiration of this Agreement shall be carried over for use during the next school year.

c. **Sick Leave Bank Qualifications:** Said employee may be granted days from the bank, if teacher has contributed sick days as described as above, under the following conditions:

- i. The teacher must have utilized and exhausted all paid leave benefits of whatever nature, including said teacher's own accumulated compensatory leave days.
- ii. This voluntary Sick Leave Bank permits a teacher who is absent from assigned duties due to catastrophic personal illness, unforeseen surgery or debilitating injury of the said teacher and/or said teacher's immediate family member.
- iii. Written certification will be provided from said teacher's physician substantiating the illness and certifying that the absence will continue during a period of at least ten (10) consecutive days following the utilization and exhaustion of all said paid leave benefits as provided herein.
- iv. Written application must be made no later than ten (10) days after exhaustion of said paid leave benefits.
- v. In case of incapacitation, requests for Sick Leave Bank may be submitted by the agent of or a member of the teacher's immediate family.

d. **Sick Leave Bank Committee:** A four (4) member sick leave bank committee shall be established to receive written requests/applications and allot days from the bank according to the provisions herein under guidelines established by the committee. The committee shall be composed of three (3) teachers who are members of the Sick Leave Bank and appointed by the

Association President and one (1) person composed of the Superintendent of NHJUSC or designee. The committee has the authority to call meetings, review applications for membership in the Bank, grant, deny or suspend grants of leave from the Bank. The committee is charged with the responsibility of developing forms, procedures, rules and regulations as to the operation of the Sick Leave Bank. The committee shall maintain appropriate records of all Sick Leave Bank requests, determinations, and dates. The granting or denial of days from the Sick Leave Bank is specifically excluded from the grievance procedure in local board policy.

The committee shall elect one (1) of their members to serve as chairperson for the duration of the Agreement. The committee shall meet during the contract year as required. Special meetings may be called by the chairperson at the request of committee members. A majority (defined as three members) of committee members shall be required for any official action of the committee.

e. Sick Leave Bank Application Procedures: Application for use of Sick Leave Bank days shall be made in writing to the Superintendent of Schools. After the Sick Leave Bank member has used up his/her compensatory days and that member has been absent for ten (10) consecutive days due to his/her illness/injury, that member may apply to borrow sick leave days.

The committee will convene a meeting to consider the request within ten (10) working days from the time the request is received in the Superintendent's office. Upon approval by the committee of the application to borrow sick leave days, the use of the borrowed sick leave days shall be retroactive to the first day of the borrower's continuous absence. The application to borrow sick leave days shall be accompanied by a statement from the attending physician describing the nature of the disability, treatment being rendered, and prognosis for a return to work. A maximum of thirty (30) Bank days may be borrowed by a teacher during a contract year. Each borrower of Bank sick leave days shall consent to submit to medical examination at his/her expense and/or review of his/her medical history if a medical exam or medical review is deemed necessary by the committee.

The Sick Leave Bank committee shall maintain the right to modify or change a determination in the event additional information becomes known or available to it. The requesting Teacher shall be notified in writing at the earliest possible time of a modification or change of a determination.

The decision by the Sick Leave Bank committee shall be, for all purposes, final.

The Sick Leave Bank will be confined to the school year and will not be available to summer school teachers.

f. Sick Leave Bank Repayment: Upon return to work, the borrower shall repay the Bank at the rate of three (3) days per year for days owed (i.e. computed as the number of days borrowed **minus** number of days the borrower contributed). These repayment days shall be automatically deducted at the time of the year's annual leave days are credited to the teacher. Should a Sick Leave Bank member retire, resign, or leave the employment of the school corporation for other reasons before repaying the Bank, the debt shall be waived.

ARTICLE VII WAIVER

The parties acknowledge that during the negotiations, which resulted in this Contract, each had the unlimited right and the opportunity to make demands and proposals with respect to the subjects of Bargaining defined by State law. All of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract. Each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter or matter not specifically referred to or covered by this Contract.

ARTICLE VIII SEPARABILITY

Should any provision of this Contract at any time during its life be found in conflict with Federal or State law or as such laws may be amended, then such provision shall continue in effect only to the fullest extent permissible under the applicable law, with the further understanding that if at any time thereafter such provision is no longer in conflict with the law, then such provision of the contract as originally embodied therein shall be restored in full force and effect, as if it had never been in controversy or violation. It is further understood and agreed that the provisions of the Contract are deemed to be separate to the extent that if and when a court or government agency of competent jurisdiction adjudges any provision of this Contract to be in conflict with any law, rule or regulation issued there under, such decision shall not affect the validity of the remaining provisions of this Contract, but such remaining provisions shall continue in full force and effect. This contract supersedes and cancels all previous agreements whether verbal or written between the school corporation and the association.

ARTICLE IX PUBLIC HEARING AND PUBLIC MEETING ATTESTATIONS

Section 1. Public Hearing Attestation. The undersigned attest to the following:

A public hearing was held in compliance with I.C. 20-29-6-1(b) on September 5, 2023, and electronic participation from the parties and/or public was not permitted.

Section 2. Public Meeting Attestation. The undersigned attest to the following:

A public meeting in compliance with I.C. 20-29-6-19 was held on October 30, 2023, to discuss the tentative agreement and electronic participation from the governing body and/or public was not permitted.

**ARTICLE X
TERM AND EFFECT OF AGREEMENT**

Section 1. Term of Agreement. This contract is from July 1, 2023 until June 30, 2024.

Section 2. Effect of Agreement. This agreement is the entire agreement between the parties and supersedes any and all previous agreements, understandings, representations, and past practices inconsistent with the terms of this Agreement. The Board shall have the full authority to manage the school corporation as may be permitted by law. The express terms of this Agreement shall be the only limitations upon such authority.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract this 7^h day of November, 2023.

NINEVEH-HENSLEY-JACKSON UNITED SCHOOL CORPORATION

Signed: _____
Greg Waltz

Signed: _____
Thomas Burgett

Signed: _____
Amy Woodrum

Signed: _____
Judy Misiniec

Signed: _____
Ed Harvey

NINEVEH-HENSLEY-JACKSON UNITED TEACHER'S ASSOCIATION, AN AFFILIATE OF THE INDIANA STATE TEACHER'S ASSOCIATION AND THE NATIONAL EDUCATION ASSOCIATION.

Signed: _____
Alison Randolph

Signed: _____
Laura Summers

Signed: _____
Erin Davis

Signed: _____
Danielle Dale

APPENDIX A

2023-2024 COMPENSATION MODEL

A. 2023-2024 Base Salary Increases

Teachers who meet the eligibility requirements and the factors as defined below will be entitled to a base salary increase for the 2023-2024 school year.

B. Funds Available for 2023-2024 Base Salary Increases

For the 2023-2024 academic year, the negotiated amount available to fund base salary increases for teachers is approximately \$343,000. The total negotiated amount for increases to base salaries for the 2023-2024 school year will be calculated using the following factors for all eligible teachers to determine a per dollar point value.

C. Eligibility Statement

To be eligible for a base salary increase for the current school year, a teacher:

*must have been in paid status as defined by the Indiana Public Retirement System by the Board for at least 120 days during the previous school year and must continue to be employed by the Board by the date of the September ADM count date of the current school year, and

*must not have been rated Ineffective or Improvement Necessary in the prior school year. In other words, a teacher who did not receive a Highly Effective or Effective evaluation rating in the prior school year is not eligible for a salary increase in the current year and remains at their prior year salary.

*A teacher who is currently at the highest salary permitted under the salary cap set forth in paragraph/section E below is not eligible for a salary increase.

D. Factors and Definitions

1. Evaluation – The teacher received an evaluation rating of Highly Effective or Effective on the 2022-2023 annual performance evaluation tool.
2. Experience – The teacher's total and completed years of teaching experience of at least one hundred twenty (120) days per year, as determined by the Indiana Public Teacher Retirement System, during their teaching career. Experience outside of the Indiana Public Teacher Retirement System may be recognized at the sole discretion of the Superintendent.
3. Education – To be eligible, a teacher must possess a content area Master's Degree, which is beyond the requirements for employment. Content area is defined by the Indiana Department of Education and can be found on IEERB's

website. A teacher must notify in writing and verify to the Superintendent a new/additional content area Master’s degree earned and/or possessed that qualify the teacher for these salary points no later than August 31st.

E. Weight Assigned to Factors and Distribution Description

The weight assigned to the factors identified above shall be as follows:

- 1. Evaluation – 7 points
- 2. Experience – 1 point per 2 years of teaching experience, maximum of 5 pts

YEARS OF EXPERIENCE	POINT VALUE
2 - 3 years experience	1 point
4 – 5 years experience	2 points
6 – 7 years experience	3 points
8 – 9 years experience	4 points
10+ years experience	5 points

- 3. Education – 2 points
 - The available funds will be divided by the sum of points earned by all eligible teachers to determine the dollar value per point.
 - Salary increase amounts are determined by multiplying each teacher’s points by the dollar value per point.
 - The maximum number of points a teacher can earn = 14 points.
 - The combination of education and experience account for 50% of the maximum available salary increase.
 - Beginning with the 2023-2024 school year, a maximum salary cap of \$80,000 will go into effect. Any teacher at the salary cap will not be eligible for a raise.

F. Redistribution

Because all available funds will be distributed to all eligible teachers, there will be no funds remaining to redistribute.

G. Salary Range

The salary range for returning, full-time teachers is \$42,000 to \$80,000, not including TRF contributions.

H. New Hires

The base salary for teachers newly hired to NHJUSC for the 2023-2024 school year will be set within the salary range set forth above and as determined at the discretion of the Superintendent. The newly-hired teacher's initial base salary will include the negotiated base salary increase provided to returning staff.

I. Academic Needs Stipends

1. Dual Credit Stipend - The parties agree that the Superintendent shall have the discretion to offer a one-time stipend of \$500 per semester, not to exceed \$1,000 for an entire school year to eligible teachers for meeting academic needs of students. "Meeting academic needs of students" is defined as teaching dual-credit or AP courses. Secondary teachers who teach an AP course will be eligible to receive a \$100 stipend for every student who receives an AP score of a 3 or higher on the end-of-the-course AP exam. These two stipends will be paid on the last pay in June 2024 (dependent upon AP scores being received in a timely manner).
2. Content-Area Coursework Stipend – A teacher who enrolls in a graduate level course at an accredited college or university in the teacher's content area, subject area, or other content area approved by the principal in the 2023-2024 school year will be eligible to receive reimbursement for these graduate level courses in an amount not to exceed \$330 per credit for up to a maximum of nine (9) credit hours during the 2023-2024 school year. This reimbursement stipend will be payable before or by the last pay in June 2024 upon submission of a transcript and a final grade no lower than a B-.
3. Mentor Stipend – A teacher who is selected by administration to serve as a year-long mentor for our new teachers will receive a one-time stipend of \$1,000. This stipend will be paid on the last pay in June 2024.

J. Dual Credit Stipend and Reimbursement. Teachers who are taking courses to become credentialed to teach dual credit courses in specific content areas requiring eighteen (18) additional content area credit hours will be eligible for tuition reimbursement in the amount

\$2,250 or twenty-five percent (25%) of their coursework expense, whichever is less, per year for up to four (4) years if the teacher meets all of the following requirements:

1. The teacher must receive prior approval from the Superintendent for each class taken;
2. The teacher must earn at least a B- for each class taken;
3. The teacher must sign an agreement/plan with the post-secondary institution providing the content area dual credit course hours;
4. The teacher must demonstrate a good faith effort to complete the coursework and attain the credentials to teach dual credit. Teacher must continue to teach the respective dual credit course for four consecutive years in order to be eligible for these stipends;
5. The teacher must sign a repayment agreement whereby the teacher will individually agree to be responsible for repaying reimbursement funds to the School Corporation in accordance with the following repayment schedule:
 - a. If the teacher completes less than a 4-year contract post-credentialing, then the teacher will repay 100% of the stipend and tuition reimbursement.
 - b. No tuition reimbursement will be available if the courses taken by the teacher are taken through a free State University program.

APPENDIX B
2023-2024 EXTRA-CURRICULAR ACTIVITY COMPENSATION
SCHEDULE

E C A AREA	SALARY
BASKETBALL – BOYS	
RESERVE	\$3,718.00
ASSISTANT	\$2,640.00
FRESHMEN/ASSISTANT	\$2,640.00
SUMMER BB LEAGUE	\$2,200.00
8TH GRADE	\$2,684.00
7TH GRADE	\$2,453.00
6TH GRADE	\$1,397.00
BASKETBALL - GIRLS	
RESERVE	\$3,718.00
ASSISTANT	\$2,640.00
FRESHMEN/ASSISTANT	\$2,640.00
SUMMER BB LEAGUE	\$2,200.00
8TH GRADE	\$2,684.00
7TH GRADE	\$2,453.00
6TH GRADE	\$1,397.00
BASEBALL – BOYS	
VARSITY	\$3,630.00
ASSISTANT	\$1,848.00
RESERVE	\$1,848.00
SOFTBALL - GIRLS	
VARSITY	\$3,630.00
ASSISTANT	\$1,848.00
RESERVE	\$1,848.00
FOOTBALL – BOYS	
ASSISTANT	\$3,608.00
ASSISTANT	\$3,608.00
ASSISTANT	\$3,608.00
RESERVE	\$3,047.00
SUMMER FB	\$2,200.00
MIDDLE SCHOOL HEAD	\$2,299.00
MIDDLE SCHOOL ASSISTANT	\$1,771.00
MIDDLE SCHOOL ASSISTANT	\$1,771.00

VOLLEYBALL - GIRLS	
VARSITY	\$3,707.00
ASSISTANT	\$2,123.00
RESERVE	\$1,650.00
SUMMER VB	\$1,100.00
8TH GRADE	\$1,848.00
7TH GRADE	\$1,848.00
TRACK – BOYS & GIRLS	
VARSITY	\$3,938.00
ASSISTANT	\$1,606.00
ASSISTANT	\$1,606.00
ASSISTANT	\$1,606.00
ASSISTANT	\$1,606.00
MIDDLE SCHOOL HEAD	\$1,837.00
MIDDLE SCHOOL ASSISTANT	\$1,331.00
MIDDLE SCHOOL ASSISTANT	\$1,331.00
CROSS COUNTRY – BOYS	
VARSITY	\$2,365.00
CROSS COUNTRY – GIRLS	
VARSITY	\$2,365.00
CROSS COUNTRY	
MIDDLE SCHOOL	\$1,298.00
GOLF – BOYS	
VARSITY	\$2,662.00
GOLF – GIRLS	
VARSITY	\$2,222.00
GOLF – MIDDLE SCHOOL – BOYS	\$1,397.00
GOLF – MIDDLE SCHOOL – GIRLS	\$1,397.00
SOCCER - BOYS	
VARSITY	\$3,707.00
ASSISTANT	\$2,090.00
SOCCER – GIRLS	
VARSITY	\$3,707.00
ASSISTANT	\$2,090.00

SWIMMING	
HEAD BOYS & GIRLS H.S.	\$4,191.00
ASSISTANT BOYS & GIRLS H.S.	\$1,419.00
ASSISTANT BOYS & GIRLS H.S.	\$1,419.00
MIDDLE SCHOOL BOYS & GIRLS	\$1,694.00
ASSISTANT MIDDLE SCHOOL	\$1,122.00
ASSISTANT MIDDLE SCHOOL	\$1,122.00
TENNIS – BOYS	
VARSITY	\$2,662.00
TENNIS – GIRLS	
VARSITY	\$2,662.00
TENNIS - MIDDLE SCHOOL	
BOYS	\$1,397.00
GIRLS	\$1,397.00
WRESTLING	
HIGH SCHOOL	\$2,783.00
MIDDLE SCHOOL	\$1,727.00
ASSISTANT	\$1,815.00
RESERVE	\$1,650.00
WEIGHT LIFTING SUPERVISOR	
FALL	\$1,815.00
WINTER	\$1,815.00
SPRING/SUMMER	\$1,815.00
CHEERLEADER SPONSOR	
HIGH SCHOOL	\$3,630.00
SUMMER CHEER	\$1,100.00
FRESHMEN	\$1,210.00
MIDDLE SCHOOL	\$1,540.00
ASSISTANT	\$616.00
ELEMENTARY ATHLETICS	
HEAD INTRAMURALS	\$1,298.00
BASKETBALL YOUTH LEAGUE SUPERVISOR	\$550.00
BASKETBALL YOUTH LEAGUE SUPERVISOR	\$550.00
UNIFIED ACTIVITIES	\$1,815.00
UNIFIED SOUND	\$605.00
UNIFIED SOUND	\$605.00

DEPARTMENT CHAIRPERSONS	
HIGH SCHOOL	
HEALTH / PHYS ED	\$363.00
ENGLISH	\$363.00
FINE ARTS	\$363.00
FOREIGN LANGUAGE	\$363.00
MATH	\$363.00
CTE – BUSINESS, FACS, AG, & INDUST. TECH	\$363.00
SCIENCE	\$363.00
SOCIAL STUDIES	\$363.00
SPECIAL EDUCATION	\$363.00
MIDDLE SCHOOL	
FINE ARTS / PRACTICAL ARTS/RELATED ARTS	\$363.00
HEALTH / PHYS ED	\$363.00
MATH	\$363.00
SCIENCE	\$363.00
SOCIAL STUDIES	\$363.00
LANGUAGE ARTS	\$363.00
INTERMEDIATE TEAM LEADERS	
GRADE 3	\$363.00
GRADE 4	\$363.00
GRADE 5	\$363.00
ELEMENTARY TEAM LEADERS	\$363.00
KINDERGARTEN	\$363.00
GRADE 1	\$363.00
GRADE 2	\$363.00
CLASS SPONSORS	
SENIOR CLASS	\$935.00
SENIOR CLASS	\$935.00
JUNIOR CLASS	\$935.00
JUNIOR CLASS	\$935.00
SOPHOMORE CLASS	\$550.00
SOPHOMORE CLASS	\$550.00
MILE CLUB - ICIS	\$187.00
TECH CLUB - ICIS	\$187.00
TECH CLUB - ICIS	\$187.00
MATH BOWL - ICIS	\$187.00
SCIENCE BOWL	\$187.00
SPELL BOWL	\$187.00
STUDENT COUNCIL	
HIGH SCHOOL	\$869.00
MIDDLE SCHOOL	\$418.00

BAND DIRECTOR	
HIGH SCHOOL	\$4,213.00
WINTER GUARD	\$1,177.00
MIDDLE SCHOOL	\$2,090.00
6TH GRADE	\$726.00
COLOR GUARD	\$2,024.00
SUMMER MARCHING BAND	\$2,024.00
MARCHING BAND - ASSISTANT	\$1,210.00
PERCUSSION	\$605.00
CHOIR DIRECTOR	
HIGH SCHOOL	\$1,595.00
MIDDLE SCHOOL	\$1,595.00
SHOW CHOIR	\$1,595.00
INTERMEDIATE CHOIR	\$660.00
CHOREOGRAPHER	\$1,452.00
DANCE TEAM ICHS	\$1,298.00
DANCE TEAM ICMS	\$726.00
NATIONAL FFA ORGANIZATION	\$924.00
NATIONAL FFA ORGANIZATION	\$924.00
YEARBOOK	
HIGH SCHOOL YEARBOOK	\$2,057.00
MIDDLE SCHOOL YEARBOOK	\$440.00
INTERMEDIATE YEARBOOK	\$363.00
ELEMENTARY YEARBOOK	\$363.00
FOREIGN LANGUAGE CLUB	\$187.00
English Language Learner TOR (K-12)	\$1,100.00
NATIONAL HONOR SOCIETY – ICHS	\$363.00
NATIONAL HONOR SOCIETY – ICHS	\$363.00
NATIONAL HONOR SOCIETY – ICMS	\$363.00
FELLOWSHIP OF CHRISTIAN ATHLETES	\$187.00
DRAMA DIRECTOR	
MUSICAL	\$1,331.00
PLAY	\$891.00
ASSISTANT – HIGH SCHOOL	\$88.00
MIDDLE SCHOOL DRAMA DIRECTOR/SPLIT	\$880.00
ASSISTANT – MIDDLE SCHOOL	\$88.00

ART ENRICHMENT – ICIS	\$363.00
MIDDLE SCHOOL ART CLUB	\$363.00
CTIA CLUB	\$187.00
ROBOTICS CLUB – ICIS	\$363.00
ROBOTICS CLUB – ICIS	\$363.00
ROBOTICS CLUB – ICMS	\$363.00
ROBOTICS CLUB – ICIS	\$363.00
ROBOTICS CLUB – ICIS	\$363.00
ACADEMIC COACHES	
HIGH SCHOOL	\$627.00
HIGH SCHOOL	\$627.00
HIGH SCHOOL	\$627.00
HIGH SCHOOL	\$627.00
HIGH SCHOOL	\$627.00
MIDDLE SCHOOL	\$627.00
MIDDLE SCHOOL	\$627.00
MIDDLE SCHOOL	\$627.00
MIDDLE SCHOOL	\$627.00
8TH GRADE TRIP SPONSOR	\$220.00
8TH GRADE TRIP SPONSOR	\$220.00