NACS/NACEA

2010-2011

MASTER CONTRACT

NORTHWEST ALLEN COUNTY SCHOOLS
MASTER CONTRACT INDEX
2010-11

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ARTICLE I
RECOGNITION AND DEFINITIONS

SECTION 1: RECOGNITION

A. The Northwest Allen County Schools Board of School Trustees recognizes the Northwest Allen County Education Association as the exclusive representative of the certified school employees and encourage all teachers to actively support the efforts of the Association.

a. The bargaining unit consists of all certified school employees as defined in the Indiana Acts of 1973, Public Law 217, who are employed by the Northwest Allen County Schools, except the:

1. Superintendent
2. Assistant Superintendent
3. Corporation Business Manager/Transportation Director
4. Assistant Business Manager
5. Principals
6. Assistant Principals
7. Girls' Sports Director/Administrative Assistant
8. Natatorium Director
9. Substitute Teachers

SECTION 2: DEFINITIONS

A. The term "Teacher", when used in this Contract, shall refer to all certified school employees, employed by the Board, in the bargaining unit as is defined in Article I, Section 1, of this Contract.

B. The term "Board", when used in this Contract shall refer to the Northwest Allen County Board of School Trustees.

C. The term "Corporation", when used in this Contract shall refer to the Northwest Allen County Schools Corporation of Allen County, State of Indiana, its Board and Administrators.

D. The term "Association" shall refer to the Northwest Allen County Education Association.

E. The term "Superintendent" shall refer to the Northwest Allen County Schools Superintendent.

F. The terms "Board" and "Association" shall include authorized officers, representatives and/or agents.

G. Teachers:

a. A "NON-PERMANENT TEACHER" is a teacher with one (1) or two (2) consecutive years of contracted experience in the Corporation.

b. A "SEMI-PERMANENT TEACHER" is a teacher with three (3) to five (5) consecutive years of regular contracted experience in the Corporation.

c. A "PERMANENT TEACHER" is a teacher who has signed a regular contract for his/her sixth (6th) consecutive year of teaching in the Corporation.

H. "Master Contract" shall refer to the collective bargaining contract, which has been ratified by the Board and Association.

I. "RIF" shall refer to staff reductions which have been approved by the Board.

J. "FMLA" shall refer to the Family Medical Leave Act.

K. "Vested" teacher is defined by Article XII, Section 2A.

ARTICLE II
MASTER CONTRACT PROCEDURES

SECTION 1: CONTRACT EFFECT

A. This Contract supersedes and cancels all previous verbal or written agreements between the Corporation and the Association, as well as any alleged past practices of the Corporation.
B. This Contract constitutes the entire agreement between the Corporation and the Association.
C. Any individual bargaining unit shall be made subject to this Contract.
D. If any such individual contract made during the term of this Contract contains any language inconsistent with this Contract, this Contract shall prevail.

SECTION 2: AMENDMENT

A. Any amendment or agreement adding to, subtracting from, or supplemental to, this Contract shall not be binding upon either party unless it is executed in writing and signed by each of the parties hereto.

SECTION 3: ILLEGAL PROVISIONS

A. If any provisions of this Contract or any application of this Contract to any employee or group of employees is contrary to State or Federal law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, other provisions or application shall continue in full force and effect.

SECTION 4: COURT ORDERS

A. In the event the Corporation comes under any court order or conciliatory agreement with any State or Federal regulatory commission or agency, which would affect the terms of this agreement, the parties agree to negotiate in regard to such terms within the scope of the conciliatory agreement or order.

ARTICLE III
ASSOCIATION RIGHTS

SECTION 1: RECOGNITION

A. The Board hereby recognizes that every certified employee of the Corporation shall have the right to organize, join and support, or refrain from organizing, supporting or joining an employee organization for the purpose of engaging in bargaining for their mutual aid and protection.

B. The Board further agrees that it shall not discriminate against any teacher with respect to hours, wages or terms and conditions of employment by reason of:

   a. his/her membership or non-membership in an employee organization;
   b. his/her participation or non-participation in any activities of an employee organization or collective bargaining with the Board;
   c. his/her institution of any grievance, complaint or proceeding under this Contract;
   d. or otherwise, with respect to any terms and conditions of employment.

SECTION 2: DEDUCTIONS

A. The Corporation agrees to deduct from the salary of any teacher:

   a. Association dues;
   b. Indiana State Teachers Association (ISTA dues);
   c. National Education Association (NEA) dues, or
   d. Teachers Political Action Committee (PAC) dues.

B. The teacher must complete the proper authorization form in accordance with State law; and it must be on file with the Corporation by the first Friday in October.

   a. The Association Treasurer will forward the form to the Superintendent's office.

C. The Corporation shall deduct such sum in fifteen (15) equal payments from consecutive paychecks, starting with the first paycheck in October.

D. The authorization for payroll deduction of Association membership dues shall be on a continuing basis unless revoked, in writing, by the teacher by October 1.

E. If a medical or financial emergency exists, the teacher may stop payroll deduction at any time by making a written request to the Association Treasurer.

a. The Association Treasurer will forward the request to the Superintendent's office.

F. The association shall indemnify and save the school corporation harmless against any and all claims, demands, suits, and other forms of liability that may arise out of or by action taken or not taken by the school employer or school corporation in reliance upon signed authorization cards and association records rendered for dues' deductions.

SECTION 3: USE OF SCHOOL BUILDINGS

A. The Association shall have the right to use school buildings at reasonable times for meetings.

a. The principal must have twenty-four (24) hours' advance notice of such proposed meetings.

b. Emergency meetings may receive special consideration.

c. In scheduling events, preference will be given to previously approved events scheduled in the school.

B. The Association shall have the right to use school equipment, including typewriters, duplicating equipment, calculating machines, computers and audio-visual equipment.

a. Arrangements for the use of school equipment shall be made through the principal's office.

b. The cost of all materials and the replacement of any machines damaged other than through ordinary wear-and-tear shall be borne by the Association.

SECTION 4: USE OF BULLETIN BOARDS

A. The Association shall have the right to post materials on the bulletin boards in the faculty lounges.

a. The Association's authorization must appear on said materials.

B. The Association may provide a three foot by three foot (3'x3') , or smaller, bulletin board to be installed by the Corporation; and such will be designated as the property of the Association for its exclusive use.

SECTION 5: INVESTIGATION

A. The President of the Association shall designate one (1) representative in each building of the Corporation whose responsibility shall be investigation of complaints concerning working conditions or teacher complaints, which may be subject to the arbitration process.

B. The complaint must be filed in triplicate with a copy sent to:
   a. Association President
   b. Building Principal
   c. Superintendent

C. The representative shall conduct the investigation so as not to interfere with the normal classroom teaching schedule of the complainant or the representative.

D. The President of the Association shall have the right to investigate, at reasonable times, matters upon which a grievance has been filed.
   a. It is understood between the parties that only one (1) person shall investigate said complaint.

SECTION 6: FIRST GENERAL MEETING (ORIENTATION DAY) AND/OR NEW TEACHERS' ORIENTATION

A. Upon written request, the Corporation agrees it will announce the time and place of the next Association meeting at the first general meeting for teachers.
   a. If a separate meeting is held for new teachers, the announcement will also be made at that time.

B. The Corporation will make copies of the current Master Contract available to all newly contracted teachers hired by the Corporation.

C. Whenever a new Master Contract has been ratified, the Corporation will make it available to <u>all</u> members of the bargaining unit.
   a. Copies of a new Master Contract will be distributed at the first general meeting, or within thirty (30) days from the date the new Master Contract has been ratified.
   b. The Corporation and the Association will share the cost of printing the Master Contract equally.

SECTION 7: AVAILABILITY OF DOCUMENTS

A. The Corporation shall furnish the Association with copies of Corporation forms required by the following State Agencies within ten (10) working days after the Association has filed a request.
    a. Board of Local Finance
    b. State Department of Education
    c. State Board of Tax Commissioners

B. Prior to Board meetings, the Corporation shall furnish the Association with two (2) copies of the agenda for the upcoming meeting.

C. Following each Board meeting, two (2) copies of the approved minutes will be furnished for the Association.

SECTION 8: NON-DISCRIMINATION

A. Provisions of the Master Contract shall apply to all employees without regard to race, creed, religion, color, national origin, age, sex or marital status.

ARTICLE IV
BOARD RIGHTS

SECTION 1: MASTER CONTRACT RECOGNITION

A. The Board and the Association recognize the provisions of the Master Contract constitute limitations.

a. These are the only limitations upon the Board's right to manage the school district.

SECTION 2: BOARD RESPONSIBILITY AND AUTHORITY

A. The Board has the responsibility and authority to manage and direct all the operations of the school district to the full extent vested by State and Federal laws.

ARTICLE V
TEACHER RIGHTS

SECTION 1: TERMINATION

A. If the Board terminates employment of a non-permanent, or semi-permanent teacher, such teacher, upon request, may receive a written copy of the reason for the dismissal.

SECTION 2: CONFERENCE RIGHT

A. If a non-permanent teacher is not rehired by the Board, and is not entitled to a hearing, such teacher has the right, upon making a written request, to have an appearance before his/her evaluator and the Board at an executive session.
   a. The teacher may have a representative to state his/her position and to answer charges.

B. A semi-permanent teacher not rehired by the Board is entitled, upon written request, to a hearing before the Board at an executive session.
   a. The teacher may have a representative to state his/her position and to answer charges.

SECTION 3: EVALUATIONS

A. **WRITTEN EVALUATIONS** When a written evaluation is made for a teacher, the teacher shall receive an exact and complete copy of the form following the evaluation.
   a. Following an evaluation, a teacher has the right to make a written response to the evaluation.
   b. Such response will be attached to the evaluation form and placed in the teacher's personnel file. Notification of probationary status shall be attached to a formal evaluation document showing areas of concern and reason for probationary status.
   c. Each written evaluation shall be reviewed and signed by the teacher and his/her evaluator.
      1. A teacher's refusal to review and sign his/her performance document must be verified by one (1) witness and the administrator in charge.
   d. Evaluations shall not be based in whole on any standardized test scores for students.
   e. Teacher observations conducted by other teachers are not to be used for written evaluation but for personal professional growth only.
   f. The complete details of any complaint made against the employee by any parent, student, or other person shall be promptly called

the attention of the employee and the employee shall be afforded the opportunity to rebut such complaint.

B. **NOTICATION OF PROBATIONARY STATUS** shall be attached to a formal evaluation document showing areas of concern and reason for probationary status.

C. **EVALUATION RECOMMENDING DISMISSAL** When the Board determines a permanent teacher is performing in a manner that justifies termination because of incompetence, the teacher shall be notified of said determination and be placed on probationary status for the following school year.
   a. During the probationary period the teacher shall be evaluated in writing, not less than four (4) times, at approximately equal intervals.

D. **ATHLETIC AND NON-ATHLETIC EXTRACURRICULAR EVALUATIONS** Individuals with extracurricular assignments will be evaluated according to Corporation policy as adopted by the Board on May 6, 1997.

E. **EVALUATION PROCEDURE REVIEW** Either the Corporation or the Association may request formation of an advisory committee to review evaluation procedures and submit proposals to the Board.

SECTION 4: PERSONAL FILE ACCESS

A. A teacher shall be permitted to see all materials in his/her file(s), except information relating to pre-employment.

B. The teacher has the right to duplicate any information which he/she is permitted to see.

C. A teacher shall receive copies of any and all documents placed in his/her file(s) which is critical of the teacher and his/her performance.
   a. The teacher may attach a response to any material placed in his/her file(s) .
   b. No document may be used as part of an evaluation unless previously reviewed by the teacher.

SECTION 5: RIGHT TO RESPONSE

A. Each teacher shall have the right to prepare a written response or defense statement to any entry or document contained in the teacher's file.
   a. Such statement shall be attached to the related material and shall remain in the teacher's file as long as said material is in the file.

SECTION 6: DISCLOSURE OF EVALUATIONS

A. Upon the request of the teacher the Corporation shall not provide a copy of, nor disclose, the contents of any written evaluation to any prospective employer.

SECTION 7: VACANCIES

A. The Superintendent, prior to May 1, shall post all permanent-teaching vacancies occurring from August 1 to May 1.

B. Any vacancy occurring between May 1 and August 1, shall be posted within ten (10) working days of its occurrence.

C. A certified teacher on a regular teaching contract wanting to be considered for such vacancies shall notify the Superintendent, in writing, within ten (10) days after the official posting date for the vacancy.

D. An official transfer request form for a teaching vacancy shall serve as an application notice.

E. Vacancies shall be filled on the basis of certification, length of service, and unique qualifications of the teacher.

   a. A teacher who requests, and is assigned to a vacancy, may not apply for another vacancy or seek a transfer within the Corporation for a period of three (3) years unless approved by the Superintendent.

F. If the vacancy is not filled by a certified teacher under regular contract, a qualified teacher shall fill the vacancy on the Corporation recall list based on certification and length of service.

G. Teaching, extracurricular, and administrative positions that are to be filled from May 1 to August 1, shall be made known by sending notices to:

   a. summer addresses, which have been placed on file in the Superintendent's Office, of teachers currently employed on regular contract who have filed written indication, stating they are interested in reassignment and are qualified for such vacancies;

   b. a teacher currently employed on a regular contract designated by the Association to receive such notice during the summer;

   c. in addition to sending notices vacancies will be posted in a prominent place in the Superintendent's Office stating the initiating and closing dates of the posting.

H. For elementary positions (K through 5 inclusive), the terms "opening", "teaching", and "vacancy", as used in Section 5, shall refer and are limited to:

   a. grade levels, and/or

b. special areas of teaching (i.e. music, speech, hearing, reading, etc.)

I. For middle school and high school positions, such terms as listed in Section 7-H refer to, and are limited to:
   a. subject areas and/or
   b. specific grade levels in a particular subject area.

J. This section shall not be interpreted as requiring the Corporation to fill any teaching position, which has become vacant, nor shall it prevent the Corporation from eliminating any teaching position.

SECTION 8: TEMPORARY CONTRACTS

(as per IC 20-6.1-4-7)

A. A temporary teaching contract shall be used only for employing a teacher to serve in the absence of a teacher who has been granted a leave by the Board for:
   a. engaging in military service, or has been ordered to duty due to membership in a recognized component of the United States Armed Forces or National Guard;
   b. professional study or advancement (sabbatical leave);
   c. exchange teaching;
   d. extended disability which has been verified by a licensed physician, or
   e. serving in the Indiana General Assembly.

B. A temporary teacher's contract must contain the following:
   a. provisions of a regular teacher's contract, except those providing for continued employment in the position;
   b. the name of the regular teacher who was granted a leave;
   c. date the temporary teacher goes on contract and the expiration date of the contract which will be either the day before the regular teacher returns to teaching or the last working day of the school year.
      1. A temporary contract may not have an expiration date later than the last day of school for that year unless;
         i. the temporary teacher is contracted to replace a regular teacher who is on extended contract; then the expiration date of the temporary contract will concur with the expiration date on the extended contract.

C. A temporary teacher will be eligible for service credit.

SECTION 9: EXTRACURRICULAR CONTRACTS AND NOTIFICATION

A. A teacher who is under a regular teaching contract with the Corporation and has been assigned an extracurricular position(s) will have:
   a. the position and amount of pay allotted for the position noted at the bottom of their regular teaching contract and,
   b. for payroll computation, the total dollar amount for extracurricular position(s) will be added to the dollar amount for the teaching portion of the contract.

B. The Corporation will notify a teacher by May 1, if the Corporation is not intending to issue a contract with compensation for that position(s).

C. Regularly contracted teachers who are contracted as Golf, Track, Baseball, Softball, Tennis and Soccer coaches shall be notified by June 1.

D. To resign from an extracurricular position a teacher must submit a written resignation.

SECTION 10: TRANSFERS

A. A certified teacher on regular contract who desires a transfer based on future openings not yet available will do so in writing to the Superintendent, prior to April 15, of the current school year. In his/her request for transfer the teacher shall indicate:
   a. the specific position;
   b. the location desired and;
   c. the reason for requesting such transfer.

B. A copy of the transfer request shall be filed with the principal of the building where the teacher is currently assigned.

C. Only one (1) request for transfer will be honored per year.
   a. The request for transfer will remain on file for one (1) year.

D. Transfer requests shall be treated as applications for permanent vacancies and shall be processed in accordance with Article V, Section 7.

E. In the event a transfer is denied, the teacher may request a written statement from the Superintendent explaining the reason(s) the request was denied.

SECTION 11: INVOLUNTARY TRANSFERS

A. When involuntary transfers are necessary, lists of openings in other schools within the Corporation shall be made available to all teachers being transferred.

B. In filling such positions preference shall be given to teachers having experience with the Corporation over newly hired teachers.

a. Preference will be based on certification, length of service, and unique qualifications of the teacher.

SECTION 12: REDUCTION OF TEACHER STAFF (RIF)

A. Teachers shall be divided into three (3) classifications for the purposes of RIF:
   a. non-permanent
   b. semi-permanent
   c. permanent

B. When the Board determines RIF is necessary, other than through attrition, it shall indicate teaching positions by subject area and/or grade level, which are to be eliminated.

C. Teachers holding those positions in the Corporation shall be laid off in the following order:
   a. non-permanent
   b. semi-permanent
   c. permanent

D. Determination of which teacher(s) in the non-permanent and semi-permanent classifications who is to be laid off shall be determined by certification and length of service.

E. Permanent teachers having the least number of years of employment in the position being eliminated shall be laid off first.
   a. Any teacher in permanent classification shall maintain seniority rights in all subject areas for which he/she is licensed or have successfully taught.

F. In relationship to this section, the following subject areas shall exist within the elementary schools:
   a. kindergarten through fifth grade.

G. Any regular contracted teacher, who is involuntarily laid off because the teacher's position has been eliminated, shall be kept on recall status for one (1) year upon the teacher's written request.
   a. An additional one (1) year may be requested by making a second written request which must be received by the Corporation within thirty (30) days before the second anniversary of the original layoff.
   b. A teacher on recall will be recalled to the first available vacancy for a position with his/her subject area for which the teacher is licensed.
   b. When there is more than one (1) teacher eligible for recall to a position in the Corporation pursuant to Section 12, the teacher with

the greatest length of service with the Corporation shall be offered re-employment for the position.

d. When two (2) or more teachers have the same length of service, the teacher who has the earliest Board approval date will have priority for re-employment pursuant to Section 12.

e. All criteria being equal, the Superintendent shall decide which teacher is recalled.

H. If a teacher with the highest priority is offered re-employment (pursuant to recall provisions of Section 12) and the teacher chooses not to exercise his/her recall rights within five (5) working days, re-employment will be offered to the next eligible teacher who has the highest seniority until re-employment is accepted by one of the eligible teachers.

I. A teacher applying for recall under Section 12 will also be considered as a candidate for any other teaching vacancy for which the teacher is qualified.

J. Teachers on layoff shall not accumulate credit for seniority, sick days, permanent status or retirement; but, shall not forfeit any previously accumulated rights or days.

K. Section 12 shall not be interpreted to require the Corporation to fill any teaching position, which has become vacant nor shall it prevent the Corporation from eliminating any teaching position.

L. If requested, teachers on recall status will be added to the substitute teacher list.

SECTION 13: SUMMER SCHOOL

A. All anticipated openings for summer school shall be posted on teachers' bulletin boards in each school building no later than May 15.

B. Any interested teacher must submit written application to the Superintendent no later than one (1) week after summer school postings are made.

a. If possible, teachers who have applied for summer school positions shall be notified of the action taken in regard his/her application by May 22.

1. The parties recognize it may be difficult to determine the required number of summer school positions by May 22.

c. If they are certified, or have teaching experience in the subject or area, employees presently employed by the Corporation will be given preference over individuals not employed by the Corporation.

SECTION 14. TELEPHONE FACILITIES

A. Space will be provided in each school building for making private phone calls.

ARTICLE VI
GRIEVANCE PROCEDURE

SECTION 1: DEFINITIONS

A. A "grievance" is an alleged violation or misinterpretation of a specific Article or Section of the Master Contract.
B. The terms "teacher" and "grievant" include any individual or group of individuals in the bargaining unit or the Association.
C. The terms "building supervisor" and "building principal" are interchangeable.
D. "Day" when used in this Article shall refer to teacher days as the term is used in the "184-day school calendar".
    a. During summer recess, "day" shall refer to weekdays (Monday through Friday) .

SECTION 2: GRIEVANT AND REPRESENTATION

A. An individual teacher, or group of teachers, may present a grievance through the Association President or his/her designee.
B. The Association representative may be present at all stages of the grievance procedure.

SECTION 3: PROCEDURE

A. **STEP ONE:** A grievance shall be initiated in one (1) of the following ways:
    a. The grievant may approach his/her Building Principal to discuss the matter in his/her own behalf.
    b. The grievant may request a representative of the Association accompany him/her to discuss the matter with the Building Principal.
        1. In such case, the Building Principal shall not initiate any consultation with the grievant prior to a meeting at which the Association representative is scheduled to be present.
B. **STEP TWO:** In the event the grievance is not resolved at the Step One level, the grievant may file a formal grievance, in writing, with the Building Principal.

a. The grievance form shall be filed in quadruplicate with one (1) copy for each of the following:
   1. Association
   2. Grievant
   3. Building Principal
   4. Superintendent

b. The following information will be contained in the grievance:
   1. name of other teacher(s)/employee(s) involved;
   2. state the facts/reasons for filing the grievance;
   3. identify the specific provisions of the Master Contract alleged to have been violated or misinterpreted;
   4. state the allegation of the grievant with respect to the grievance;
   5. indicate the specific relief requested by the grievant;
   6. be signed by the grievant(s) .

c. The grievance form should be filed as soon as possible.
   1. At the Step 2 level, if the grievance is not presented in writing within twenty (20) days of the alleged incident, the grievance shall be waived and not be processed.

d. The teacher may request a meeting with the Building Principal. The Association representative may accompany the grievant to the meeting.

e. In any event, the Building Principal shall communicate his/her response in writing to the grievant and the Association representative within five (5) days after receiving the written grievance.
   1. The Principal's response shall be attached to the copy of the grievance.

C. **STEP THREE:** If the grievance is not resolved at the Step Two level, the teacher may, within five (5) days of receipt of the Building Principal's response, appeal to the Superintendent or his/her designee by filing the grievance and the principal's response.

a. The grievant may include a written response to the principal's "Step-Two-level" response.

b. The grievant may request a meeting with the Superintendent or his/her designated representative. The Association representative may accompany the grievant to such meeting. The Superintendent may request the presence of the Building Principal at the meeting.

c. The Superintendent or his/her designee shall give the grievant a written response no later than ten (10) days after receipt of the written grievance.
   1. The Superintendent's response shall be attached to the grievance.

D. **STEP FOUR:** Within twenty (20) days after receipt of the decision at Step 3 level the Association may submit written notice to the Superintendent and may submit the grievance to arbitration under, and in accordance with the rules of the American Arbitration Association, pursuant to the following procedure:

   a. The Board and Association shall select an arbitrator by mutual agreement, or agree to a method for selecting an arbitrator.
   b. If the Board and Association cannot agree on an arbitrator or a method of selecting an arbitrator within ten (10) days after notification is given, the arbitrator shall be selected in accordance with the rules of the American Arbitration Association.

E. The Corporation agrees to furnish, upon request, any and all information necessary for the Association to process any grievance which has been filed as per Article VI.

SECTION 4: POWERS OF ARBITRATOR

A. The arbitrator shall have no power to:

   a. add to, subtract from, disregard, alter, or modify any of the terms of the Master Contract;
   b. rule on the failure to re-employ any teacher to a position on the extracurricular schedule;
   c. rule in regard to the dismissal of, or the renewal or non-renewal of, any contract for any non-permanent teacher;
   d. rule in regard to any claim or complaint for which there is another specific remedial procedure or recourse established by Federal, or Federal regulation having the force of law, any matter subject to the procedure of a Federal commission, board or agency;
      1. any claim or complaint for which there is another specific remedial procedure or recourse established by the Teacher Tenure Act; "Teacher Collective Bargaining Act" (IC 1971, 20-7.5-1 et seq.) ;
      2. any Indiana Acts subject to enforcement by the Indiana Civil Rights Commission; any local ordinance, law or regulation enforced by a local civil rights commission;
      3. any laws or regulations subject to enforcement by the Indiana Department of Labor or any division thereof;
      4. to change any practice, policy or rule of the Board, unless such practice, policy or rule shall be in direct conflict with this Contract;
      5. to consider matters outside the scope of the grievance and its attachments.

B. The decision of the arbitrator shall be advisory only.
C. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.
    a. All other expenses shall be borne by the party incurring them.

SECTION 5: OTHER PROVISIONS-- GRIEVANCE PROCEDURE

A. At his/her option, the grievant may bypass Step One of the grievance procedure.
B. No reprisal of any kind shall be taken by or against any person for participation in the grievance procedure.
C. All documents, communications and records dealing with processing a grievance shall be filed separately from the personnel files of the grievant and participants.
    a. Information held in these separate files is not valid basis for evaluations.
D. Time limits stated in the various steps of the grievance procedure may be extended only through a mutual written agreement, which has been signed by the parties.
    a. Time limits stated in the grievance procedure do apply to grievants on leave of absence, other than sick leave, as if the grievant is present and working.
E. All steps of the grievance procedure shall be conducted during times convenient to all involved parties.
F. If, at any step of the grievance procedure there is failure to communicate the decision at that step level within the specified time limit, the grievant shall have the right to appeal at the next step of the procedure.
G. If a grievance for which the grievant has made a written request to be taken to the next step is not advanced to the next step within the time limits, it shall be deemed resolved by the answer given at the step for which the last meeting was held.
H. A non-permanent or semi-permanent teacher may not use the grievance procedure to appeal discharge from employment.
I. A permanent teacher may not use the grievance procedure to dispute any action by the Board, which is in accordance with State laws.
J. No teacher shall use the grievance procedure to appeal any decision of the Board or Administration if such decision is pursuant to any order of/or conciliatory agreement with any State or Federal regulatory commission or agency.

K. The Corporation agrees to furnish, upon request, any and all information necessary for the Association to process any grievance which has been filed as per Article VI.

ARTICLE VII
PERMANENT TEACHER STATUS

SECTION 1: PERMANENT TEACHER

A. A teacher who has been contracted with the Corporation for five (5) consecutive full years and signs a sixth (6th) contract with the Corporation, shall become a permanent teacher.

B. For purposes of Article VII, one hundred twenty (120) teaching days equals one (1) full year of experience.

ARTICLE VIII
TEACHER DUE PROCESS

SECTION 1: HEARING

A. At any hearing now covered by applicable law, the following procedures shall apply:
    a. Upon written request, the teacher shall receive in writing, the reasons for the hearing within ten (10) working days after notification of the hearing.

B. The teacher will be advised of the names of the Corporation witnesses prior to any hearing.

C. The teacher shall have full access to any material in his/her personnel file(s) (As per Article V-Section 4 of the Master Contract).

D. At any hearing requested by the teacher, he/she shall have the right to:
    a. cross-examine the witnesses presented at the hearing;
    b. introduce evidence on his/her own behalf;
    c. have legal counsel or other representation.

E. An official transcript shall be made of the proceedings; the expense of the transcript shall be shared equally by both parties.

F. After the hearing the decision must be determined solely upon the evidence, which was presented at the hearing, as provided in Statute.

ARTICLE IX
HOURS AND CONDITIONS

SECTION 1: DAYS/HOURS

A. Excluding teachers on extended contracts, teachers will be contracted for a school year comprised of one hundred eighty-four (184) days.
    a. Beginning and ending dates on a 184-day Teacher Contract will coincide (respectively) with Staff Orientation Day and Second Semester Records Day.

B. The Corporation will comply with Indiana State law in regard to school closings and make up days.
    a. In the event school is closed due to severe weather or other emergencies which require "make-up" days, the "make-up" days will be scheduled in the following order:
        1. Built-in day (due to 181 student-day calendar)
        2. First Semester Records Day
        3. Presidents' Day
        4. Second Semester Records Day
        5. If the State requires additional "make-up" days, they will be added to the end of the school year.
            i. The order of "make-up" days is contingent upon the cancelled school day occurring before the date of the scheduled "make-up" day.
            ii. If Records Days are used as "make-up" days, teachers will have five (5) business days [without additional pay] to complete grade compilation and other end-of-semester record-keeping/work.

C. The regular teacher's day is defined as hours of employment and is not limited to a classroom assignment.
    a. Due to differences in building programs and transportation needs, flexibility must exist in starting and ending times of the school day.
    b. The hours between 7:15 AM and 3:45 PM shall be the range in which individual school schedules are established.
        1. The teacher day will not exceed seven (7) hours and thirty-five (35) minutes.
        2. A teacher may be required to remain after the stated hours to attend conferences with administration.
            i. Such conferences may not exceed forty-five (45) minutes per month.

ii. Except in the case of an emergency, a teacher will be notified at least five (5) days prior to any such conference.

iii. Teacher meetings will alternate between school business and curriculum development or requirements of P.L. 221, on an every-other-month basis.

3. As of the 2000-2001 School Year, the elementary schools' four (4) two-hour delay days for State-approved teacher development sessions and the every other month's administrative conference time (as stated in Article IX - Section I-C-b2) will be devoted to grade-level collaboration time.

i. If, after the 2000-2001 School Year either the Corporation or Association has concerns regarding the use of this time, the issue may be addressed as per provisions of Article XV (Term of Agreement).

D. To maintain a total school program for students, it is understood there shall be teacher participation in extracurricular activities.

a. Whenever possible, such extracurricular participation will be on a voluntary basis.

E. The start of the school day will be delayed no less than thirty (30) minutes for teacher collaboration time, one scheduled day per week (Wednesday). In the event of a school closing or delay on the scheduled collaboration day, the collaboration time is cancelled and will not be made up.

SECTION 2: PREPARATORY TIME

A. Middle and high school teachers shall have preparation time equal to one (1) period within the school day.

a. This time may be either in one (1) or two (2) segments per day.

B. Elementary school teachers shall be granted a minimum of one hundred fifty (150) minutes of preparation time per week, consisting of at least three (3) twenty (20) minute blocks of time.

a. Full-time elementary art, music and physical education teachers will be provided with a twenty (20) minute block of preparation time within each student day.

1. If needed, a maximum of two (2) classes within the grade level may be scheduled back to back to provide the twenty (20) minute blocks of time.

C. Teachers traveling between buildings within a school day must be given adequate time for set-up or clean up before and after arrival time at second working location.

SECTION 3: LUNCH TIME

A. All teachers shall be entitled to a duty-free and uninterrupted lunch period of not less than thirty (30) minutes.
   a. Teachers may leave the building during the lunch period.
   b. If they do leave the building, they must notify the Building Principal when they depart and when they return.

SECTION 4: CLASS SIZE

A. The Board is committed to keeping class size as low as practical and abiding by State mandated "staff-student" ratio requirements to meet the criteria for State accreditation.
B. If concern develops for a class with too many students, teachers and administrators should meet as soon as possible to discuss workable solutions to the problem.
C. Unless in case of emergency, Elementary Special Area classes that meet weekly may not exceed one homeroom class at a time. Extenuating circumstances will be considered by administration.

SECTION 5: TENTATIVE SCHEDULES

A. Prior to the close of a school year teachers shall be given notification of their tentative schedule or teaching assignment for the coming school year.
B. Teacher's tentative class lists shall be available fourteen (14) days prior to the first day of school.

SECTION 6: CLASS OBSERVATION

A. Observation of a teacher's class by persons other than authorized school personnel, parents or guardians of students, shall be allowed only after consent has been granted by the Building Principal and the involved teacher.

SECTION 7: SUBSTITUTE TEACHERS

A. To the extent such substitutes are available, substitute teachers shall be provided for all teachers who are absent from school.

SECTION 8: PARENT/TEACHER CONFERENCES

A. Release time shall be provided for scheduled parent/teacher conference days for all involved teachers.

B. One of the identified parent/teacher conference days shall extend beyond the hours as stated in Article IX, Section 1, C-b.

   a. Hours on this day shall be between 7:45 AM to 7:30 PM.

   b. On the day following the extended parent/teacher conference day, conferences shall be scheduled from 7:45 to 11:30 AM.

      1. Teachers shall be dismissed for the day at 11:35 AM.

B. Section 8 shall remain in effect as long as the State Department of Education continues to grant "bank-time" waivers for the purpose of parent/teacher conferences.

SECTION 9: INSERVICE DAYS

A. Teachers will report to designated assignments on Corporation inservice days.

   a. Administration will provide an opportunity for special area teachers to collaborate on inservice dates outside regular building programs when deemed appropriate by administration.

SECTION 10: NATATORIUM USAGE

A. N.A.C.S. Natatorium staff will make every effort to provide the additional male and female locker room supervisors for elementary students traveling to the Natatorium for required swim instruction. Building administrator will be notified if supervision is not available for that day.

SECTION 11: TRAVEL TIME

A. Teachers traveling during the school day will be given adequate time for travel between buildings depending on location of the school.

ARTICLE X
LEAVES

SECTION 1: SICK LEAVE

A. Each teacher shall be entitled to be absent from work because of personal illness or quarantine and is granted paid sick leave days as follows:
    a. First contracted year = 10 sick days
    b. Second and following contracted years = 9 sick days (per year)

B. If a teacher has unused sick days remaining at the close of a school year, the unused days will be cumulative until the maximum total of one hundred twenty (120) accumulated sick days is reached.
    a. Sick leave days shall accrue the first day of the school year, except as provided in Article X, Sections 6, 7 and 8.
    b. Teachers who have accumulated the maximum number of one hundred twenty (120) sick days and are eligible for nine (9) more days at the start of a new school year will begin that year with one hundred twenty nine (129) sick days.
        1. See Article XIV, Section 12 regarding any excess sick days at the end of each school year

C. Sick leave days may be used only in one-half (1/2) or full (1) day segments.

D. Sick leave days accumulated by a teacher prior to a leave of absence, and not used during the leave of absence, shall be credited to the teacher upon returning to teach (under contract) for the Corporation.

E. A new teacher with the Corporation who has accumulated sick leave with another accredited Indiana Corporation where he/she had previously taught shall receive credit for these sick days as follows:
    a. After the first year of employment with the Corporation, the teacher will have three (3) days from the previous corporation added to his/her accumulated sick days. After completion of each succeeding year, three (3) more days will be added to the teacher's accumulated sick days until all days from the previous corporation have been transferred.
        1. If said teacher leaves the Corporation for employment with another school system, only his/her current sick day accumulation will be forwarded to the new school system, upon request from the new school system.

F. If a certified staff member is absent ten (10) consecutive workdays or more, a written statement may be required from his/her physician stating he/she is able to return to work.

SECTION 2: PERSONAL BUSINESS LEAVE

A. Every contracted teacher and administrator shall be granted three (3) paid personal days per year.
    a. Personal days may be used in half (1/2) or full (1) day segments.
    b. He/she does not have to give a reason for using a personal day.
    c. If a request for personal time exceeds the number of days a teacher has available, the Superintendent's and the Board's approval is required and they will be deduct days.
    d. At the end of a school year, unused personal days will be distributed as follows:
        1. One (1) day shall be added to the next year's allotment for a maximum accumulation of four (4) days.
        2. The remaining unused days will be added to his/her sick leave accumulation until the total of sick days reaches the maximum of 120 days.

B. When requesting a personal day, the following guidelines are to be followed:
    a. A personal day request form must be completed and forwarded electronically by email to the teacher's building principal. The principal will forward electronically by email the request to the Superintendent for approval.
    b. A personal day request should be made in advance of the date requested.
    c. In case of an emergency, the teacher may notify his/her administrator by telephone to request a personal day.
        1. The teacher will have to complete the proper personal day form as soon as he/she returns to his/her building.

C. A teacher may request transfer of an used personal day to another leave category, as per the following guidelines:
    a. The request must be submitted in writing to the Superintendent within two (2) days after a teacher's absence from work;
    b. The request to change a personal leave day to a different category must be approved by the Superintendent.

D. The Corporation prefers that teachers do not take personal business days immediately before or after school vacations.

SECTION 3: FAMILY ILLNESS

A. Each teacher is entitled to be absent from work, with pay, three (3) days per year for illness in his/her immediate family or when a child is born to the wife of a male teacher.

A. The term "immediate family" when used in Article X, Section 3, refers to:

Spouse	Grandchild	Step Parent	Grandparent-in-law
Child	Parents-in-law	Step Parent-in-law	Step Grandparent-in-law
Parents	Brother-in-law	Step Brother	Step Grandchild
Grandparent	Sister-in-law	Step Sister	
Sister	Daughter-in-law	Step Child	
Brother	Son-in-law	Step Grandparent	

Any relative living in the teacher's home

C. Family illness days are separate from sick leave days and are not cumulative.

D. If a teacher has depleted his/her three (3) days, he/she may use additional family illness days, which will be deducted from his/her own sick days.

a. Request for additional family illness days must be made in writing to the Superintendent for approval.

SECTION 4: BEREAVEMENT

A. A teacher shall be entitled to be absent, with pay, due to a death in his/her immediate family for a period up to five (5) consecutive school days. Nonconsecutive days will be considered by the Superintendent.

B. The term "immediate family" when used in Article X, Section 4, refers to:

Spouse	Grandchild	Step Parent	Grandparent-in-law
Child	Parents-in-law	Step Parent-in-law	Step Grandparent-in-law
Parents	Brother-in-law	Step Brother	Step Grandchild
Grandparent	Sister-in-law	Step Sister	
Sister	Daughter-in-law	Step Child	
Brother	Son-in-law	Step Grandparent	

C. If needed, the teacher may request additional bereavement days from the Superintendent.

a. Bereavement days in excess of five (5) will be deducted from a teacher's own sick days.

b. Teachers are not restricted from requesting additional unpaid leave days to be used for bereavement.

1. The Superintendent shall use his/her discretion in making a decision on such a request.

SECTION 5: FUNERAL LEAVE

A. Each teacher shall be entitled to be absent, with pay, to attend funerals or memorial services (which are non-bereavement) a total of two (2) days per year.
B. Funeral days are not cumulative.
C. Teachers are not restricted from requesting additional unpaid leave days to be used for funeral (non-bereavement) or memorial service attendance.

SECTION 6: PREGNANCY, TEMPORARY DISABILITY CAUSED BY PREGNANCY, AND CHILD CARE LEAVE

A. A teacher who is pregnant or learns of his spouse's pregnancy shall be entitled, upon written request, for a pregnancy leave.
    a. The leave request must be accompanied with the physician's written verification of the pregnancy and expected delivery date.
    b. If both parents work for the Corporation, only one parent will be granted a leave.
B . Maximum Leave: A "maximum" leave may start at the beginning of the pregnancy through one (1) year following the live birth of a child.
    a. The Corporation may grant, at its own discretion, additional special leave beyond the "maximum" leave time.
C. Minimum Leave: A minimum leave shall begin no later than the date the teacher's attending physician determines the mother is no longer able to fulfill the duties of her teaching position. (This period of leave shall be known as "Temporary Disability Caused by Pregnancy".)
    a. A minimum leave shall end no earlier than at the time the attending physician certifies, in writing, the teacher is able to return to her duties.
D. Use of sick days during pregnancy leave: A teacher's pregnancy leave shall be limited to sixty (60) paid sick days or family illness days for disability.
    a. Upon proper certification of her physician, sixty (60) is the maximum number of paid sick days or family illness days, which will be allowed.
E . Pregnancy and child care leave : When requesting a pregnancy/child care leave, guidelines are as follows:

a. The teacher shall notify the Superintendent and Board of School Trustees, in writing, of his/her intention to take the leave as soon as possible prior to the date the leave is to begin. The notification shall contain the following information:
    1. date on which the leave shall begin;
    2. intended date of return to work, and;
    3. written statement from the attending physician stating date of anticipated delivery.

b. If the teacher desires to alter her/his intended return date, the Superintendent must be notified (in writing) at least ten (10) days prior to the requested date change.
    1. The attending physician must certify, in writing, that the teacher is able to resume her duties.

F. The teacher shall be eligible to continue insurance coverage as set forth in Article X, Section 8-E, to the effective date of resignation.

SECTION 7: DISABILITY LEAVE (EXCLUDING CHILDBIRTH)

A. This section shall apply to leaves covering all disabilities, which prevent a teacher from performing his/her teaching duties for more than three (3) consecutive weeks.

B. Such disabilities may include, but are not limited to, the following: non-elective surgery, physical illness, injury, mental illness, emotional disturbance, etc.

C. The teacher may resume teaching duties at such time as the teacher and his/her physician determine the teacher is able to return to work.
    a. The Corporation shall require written verification from the attending physician that the teacher is able to return to teaching.

D. Length Of Leave:
    a. A disability leave shall not exceed twelve (12) months.
    b. The Board may grant, at their discretion, special leave beyond twelve (12) months.

SECTION 8: RULES GOVERNING LEAVES COVERED UNDER SECTIONS 6, 7, AND 13

A. **Use of sick leave**

A teacher taking leave of absence under Section 7 may use sick days he/she has accumulated, or earned, under the Master Contract.

B. Use of sick days under Section 6 shall be limited to a maximum of sixty (60) paid sick days.

C. **Accumulation of successive years of service for tenure**

a. the teacher shall retain all rights existing at the time leave begins.
b. If prior to the beginning of the leave the teacher had signed a teacher's contract and had actually taught part of the year, he/she will be granted experience credit for the number of days taught (as per Article XIV, Section 14) and credit for the number of sick days not used during the leave.

D. **Sick or Personal Leave Accumulation**

a. Sick days and personal days shall not accumulate for a school year when the teacher did not teach.
b. If a teacher returning from leave teaches only part of a school year, sick days and personal days will be pro-rated for that year according to the number of days worked.

E. **Insurance**

A teacher taking leave of absence as per Article X may maintain coverage with the Corporation group health and group term life insurance, subject to:

a. paying the total premium to the Corporation for the group life insurance, including the Corporation share;
b. paying to the Corporation, at least one month in advance of the Corporation's due date, the total premium of the group health insurance, including the Corporation share;
c. any applicable rules of the insurance carriers or Family Medical Leave Act.

F. **Provisions governing teachers not intending to return to teaching after the leave:**

A teacher who does not intend to resume teaching duties with the Corporation after expiration of the requested leave shall adhere to the following:

a. the notice or request to take leave shall set forth the effective date of the teacher's resignation;
b. while on leave the teacher shall then be eligible to use accumulated leave as provided by Section 8-A and continue insurance as provided by Section 8-E.

SECTION 9: COURT LEAVE

Pay for court leave shall be granted, as approved by the Superintendent, to a teacher who is required to appear in court proceedings which are related to the teacher's employment with the Corporation; except when the teacher is a plaintiff or in court proceedings to enforce P.L. 217, Acts of 1973.

SECTION 10: JURY DUTY

A. If a teacher is directed to appear for jury duty, the Corporation shall pay the teacher's full salary for each workday he/she serves on jury duty.
    a. To receive jury duty pay from the Corporation the teacher must give the Corporation the daily pay he/she received from the Court.
    b. Reimbursement for incurred expenses, i.e., mileage is not considered to be part of the Court daily pay. Such reimbursement is to be retained by the teacher.

SECTION 11: PROFESSIONAL MEETING LEAVE

A. A certified staff member may be approved by the Board to be absent from school to attend a conference, workshop, Association-related conference, etc.
B. For Board approved attendance at conferences, workshops, etc., the teacher shall be paid full salary payment; plus, he/she may be reimbursed for other Board-approved expenses.
    a. The Board has absolute discretion as to what expense costs will be reimbursed to a teacher.
    b. Allowance for mileage expense will be paid at the current, approved Corporation rate per mile.
    c. Application for a professional day shall be:
        1. Completed on the "professional day" request form electronically by email to his/her building principal for his/her approval;
        2. Upon request, a reason for refusal must be given in writing to the certified staff member.
        3. after being approved by the building principal, the request must be forwarded electronically by email to the Superintendent and received at least seven (7) days prior to the regular board meeting, which precedes the date of the conference or workshop.

SECTION 12: LEGISLATIVE LEAVE

A. When the Indiana General Assembly is in session a maximum of three (3) teacher days per year may be allowed for teachers to attend sessions.
B. Maximum of two (2) teachers may be absent on any one (1) school day to attend a legislative session.

C. The Association President shall submit written requests to the involved Building Principals and the Superintendent, naming the teachers who will be attending and the date(s) of attendance.

SECTION 13: ADOPTIVE LEAVE

A. A teacher shall be granted an adoptive leave, without pay, for one (1) year after receiving the child.
    a. If necessary to fulfill requirements of the adoption agency, the leave may start earlier.
B. The teacher shall notify his/her Building principal in writing at the time initial application for adoption is filed.
C. The Superintendent and Board of School Trustees shall be notified, in writing, at the earliest possible time (that the teacher can reasonably know) the date the leave shall begin and date of the teacher's intent to return to teaching.
D. If both adoptive parents are employed by the Corporation, only one (1) parent will be granted an adoptive leave.
    a. In the event of adoption by a teacher of his/her spouse's child(ren), adoptive leave will be granted to only one (1) parent.
E. If the teacher desires to alter his/her intended date of return to teaching, he/she shall notify the Superintendent in writing at least thirty (30) days prior to the beginning of the semester.

SECTION 14: MILITARY LEAVE

A. Law grants a military leave to any teacher for a period of time not to exceed four (4) years.
B. Corporation experience credit will be given for each year of military service, but may not exceed four (4) years of experience credit.
    a. Indiana Department of Education reads: "all military service, not in excess of four (4) years shall be counted at the rate of one (1) year of teaching service for every eight-month period between August 1 of any year and July 31 of the following year."
C. All teachers who are members of a recognized reserve component of the United States Armed Forces or the National Guard shall be entitled to unpaid leave of absence from his/her teaching assignment if he/she is ordered into duty.
D. If his/her absence will create a hardship on the Corporation's educational program, the teacher and the Corporation will join in requesting to be excused from military duty.

SECTION 15: SABBATICAL LEAVE

A. A sabbatical leave may be granted to a permanent teacher for the purpose of:
   a. engaging in a professionally related experience which will enhance the teacher's opportunity to contribute to educational programs of Corporation students, or

B. Application for sabbatical leave shall be made in writing to the Superintendent on or before May 1, of the school year preceding the year for which the leave is being requested.
   a. Such requests must have the approval of: (1) the involved Building Principal; (2) the Superintendent and (3) the Board.

C. Unless prohibited by terms of the insurance policy, a teacher on sabbatical leave may continue participation in any group insurance program to which the teacher was entitled as a full time teacher.
   a. The teacher will pay the full premium for such insurance coverage.

C. A teacher on sabbatical leave shall not accumulate seniority, sick leave, or experience credit toward retirement.

E. A teacher on sabbatical leave shall notify the Superintendent by May 1, of the year he/she is on sabbatical leave of his/her intent to return to teaching with the Corporation.

SECTION 16: SCHOOL CLOSINGS DURING LEAVES OF ABSENCE

If the school is closed by Administration during the time a teacher is on an approved leave, the day(s) schools are closed shall not be charged as absences during his/her approved leave, except for leave listed under Sections 6,7,13,14, and 15.

SECTION 17: LEAVE RIGHTS FOR PERMANENT, NON-PERMANENT, AND SEMI-PERMANENT TEACHERS

A. No leave granted under Article X shall change the rights of a permanent teacher, except those affected by applicable State or Federal law.

SECTION 18: TEACHERS RETURNING FROM LEAVE OF ABSENCE

A. Whenever possible, it shall be the policy of the Board to return a teacher to his/her former position or substantially equivalent position upon return from leave.

SECTION 19: "RETURN OR RESIGN" DECISION

A. The administration and the Association mutually agree that, in an effort to obtain quality teachers for the next school year, it is necessary for a teacher to inform the Corporation of their intent to return or resign by May 1 of the year the leave was taken.

SECTION 20: LEAVE TIME FOR ASSOCIATION PRESIDENT

A. The Association President or Designee shall be granted one (1) paid leave day per semester to conduct Association business.
B. The maximum number of such days for anyone school year is two (2).
C. These days are not cumulative or transferable.

ARTICLE XI
SICK LEAVE BANK

SECTION 1: PURPOSE

A. The intent of the Sick Leave Bank is to provide extended sick leave to those members of the Sick Leave Bank who incur a period of prolonged illness or hospitalization.

SECTION 2: ELIGIBILITY

A. Membership in the Sick Leave Bank is available to all eligible certified employees whose positions require a signed teacher contract with the Corporation.

B. Each teacher wanting to enroll in the Sick Leave Bank will donate one (1) day of his/her credited sick leave to the Bank at the beginning of a school year.

C. To be eligible for use of days from the Sick Leave Bank, the applicant must meet the following criteria:
   a. The applicant must have used all of his/her sick and personal leave days.
   b. The applicant shall have been absent due to illness or hospitalization at least five (5) consecutive school days.
   c. Use of days from the Sick Leave Bank is not intended to provide or extend paid days for pregnancy-related illness or leave unless,
      1. the pregnancy results in a long-term disability, which will be covered by the Corporation's long-term disability insurance.

D. Use of approved Sick Leave Bank days shall take effect following exhaustion of the teacher's personal and sick leave days.
   a. After the applicant has been approved for use of days from the Sick Leave Bank, he/she will receive retroactive pay for the initial five (5) required days as per C-b.

E. Sick Leave Bank days shall be granted only for days prior to the date when a teacher first becomes eligible for payment of long-term disability insurance.

SECTION 3: REQUEST FOR EXTENDED RECUPERATION/ILLNESS

A. In case of an extended period for recuperation or illness, a request for exception to the above guidelines will be given consideration by the Superintendent, or his designee.

SECTION 4: MEMBERSHIP WITHDRAWAL FROM THE SICK LEAVE

A. A person withdrawing from membership with the Sick Bank will not be able to withdraw the day(s) he/she had contributed to the Sick Leave Bank.

SECTION 5: CONTRIBUTION OF ADDITIONAL DAYS TO THE SICK LEAVE BANK

A. Contributions of additional days from Sick Leave Bank members will not be required as long as the number of days in the Sick Leave Bank remains above one hundred fifty (150) days.
    a. If the number of days in the Sick Leave Bank falls below one hundred fifty (150) days teachers may be requested to contribute additional days on a voluntary basis.

SECTION 6: ADMINISTRATION OF THE SICK LEAVE BANK

The Superintendent, or his designee, shall administer the Sick Leave Bank.

A. Applicants shall use the approved application form when requesting days from the Sick Leave Bank.
    a. Application forms for Sick Leave Bank days may be obtained from the Superintendent or his designee.

B. The Association shall be notified that each time days are requested from the Sick Leave Bank.

C. Upon request, the Superintendent's Office shall notify the Association two (2) times per year of the current number of days in the Sick Leave Bank and the number of staff members who have joined the Sick Leave Bank.

ARTICLE XII
RETIREMENT SEVERANCE BENEFITS

The following amendments made to the Agreement between the Northwest Allen County Schools Board of School Trustees and the Northwest Allen County Education Association (the "Association"), adopted by the School Board August 18, 2003, (the "Agreement") shall be effective with respect to any teacher retiring on or after July 1, 2003 (the "Effective Date"). Except as otherwise specifically provided herein, any teacher who has retired before the Effective Date will only be entitled to those benefits contained in the Agreement as of the time of his or her retirement, but as may be otherwise revised from time to time.

SECTION 1: REVISION OF PRIOR AGREEMENT'S RETIREMENT SEVERANCE COMPENSATION

The Board and Association reserved the authority to revise or terminate the retirement benefits contained in earlier agreements. Exercising this authority, the Board and Association confirm that Article XII, entitled "Retirement Severance Benefits" in the master contract, in effect prior to the adoption of the Agreement, (the "Prior Agreement") shall not apply to any teacher retiring or severing employment with the Corporation on or after the Effective Date. Those teachers who retired or severed employment before the Effective Date shall only be entitled to the retirement benefits contained in the Prior Agreement, or an earlier master contract in effect as of the time of his or her retirement, but as may be otherwise revised from time to time.

SECTION 2: BASIC CONDITIONS

A. <u>VESTING</u> Except as otherwise specifically provided herein, upon retirement from the Northwest Allen County Schools (the "Corporation"), a teacher shall be fully vested in the benefits described in this amended Article XII ("Retirement Severance Benefits") if the retiring teacher has satisfied the following requirements in the fiscal year (July 1 through June 30) of the teacher's retirement. Prior to the completion of these requirements, a retiring teacher is not even partially vested in the benefits described hereinafter.

a. Common Requirements. With respect to the Retirement Severance Benefits described in this amended Article XII, vesting is dependent upon the age and employment status of the retiring teacher as of January 1, 2000.

i. A retiring teacher who was less than age 40 on January 1, 2000, or a retiring teacher hired or rehired on or after January 1, 2000, irrespective of age on such date, must have consecutively completed not less than fifteen (15) full years of service as a professional educator with the Corporation to be fully vested in the Retirement Severance Benefits.

ii. A retiring teacher who was at least age 40 on January 1, 2000 and who was employed by the Corporation on such date must have continued employment with the Corporation after such date until retirement and have also consecutively completed not less than ten (10) full years of service as a professional educator with the Corporation to be fully vested in the Retirement Severance Benefits.

b. Additional Requirement. With respect to the Accumulated Sick Leave Benefit described in Section 3 (the "Severance Amount"), but not the 401(a) Plan benefits described in Section 4, the retiring teacher must also qualify for normal (unreduced) retirement benefits from the Indiana State Teachers' Retirement Fund ("ISTRF").

B. <u>COMMENCEMENT OF DISTRIBUTIONS/PAYMENTS</u>

a. Subject to any limitations described herein, vested Retirement Severance Benefits of a retiring teacher shall generally be contributed and/or otherwise be available for distribution within sixty (60) days following the end of the school year in which the teacher retires or within a reasonably practicable time thereafter.

b. A retiring teacher must submit a written unconditional letter of resignation to the Superintendent's office no later than June 1 prior to the last intended year of teaching. If the retiring teacher fails to timely provide this letter of resignation, commencement of the distribution of the retiring teacher's vested Retirement Severance Benefits shall not be available for contribution and/or distribution until after the commencement of the next calendar year. However, in the event a retiring teacher is unable to give the required notice because of an

accident, ill health, or for another unforeseen reason, the teacher may petition the Board to not delay the commencement of any contribution and/or distribution otherwise allowed under this Article XII.

C. ADJUSTMENTS

Funds raised from the severance retirement bond issue, made in accordance with legislation commonly referred to as "Senate Enrolled Act 199," shall be used to fund, in part, the Retirement Severance Benefits. However, the remaining contributions to and distributions of the Retirement Severance Benefits will be funded from and by means of negative adjustments to the teachers' portion of the General Fund allocation from the State legislature available to the Corporation for the length of the Agreement, as amended.

SECTION 3: ACCUMULATED SICK LEAVE BENEFIT

A. SEVERANCE AMOUNT A retired teacher who has otherwise satisfied the applicable vesting requirements described in Section 2 above shall be entitled to payments and/or contributions for sick leave days that are unused and accumulated as of the end of the school year in which retirement occurs equal to the product of the following (the "Severance Amount"):

a. One-half (1/2) times

b. The lesser of: (i) total number of the retiring teacher's accumulated, unused sick leave days or (ii) one hundred twenty (120) times

c. Three hundred dollars ($300.00)

However, notwithstanding the foregoing, if the retiring teacher's total number of accumulated, unused sick leave days as of the end of the school year of the teacher's retirement is twenty (20) or less, the retiring teacher shall not be entitled to any payment for accumulated sick leave.

B. RETIREMENT INCREMENT Up to two thousand dollars ($2,000.00) of the vested Severance Amount [or such larger amount as may be subsequently allowed as additional compensation for ISTRF purposes] shall be paid to the retiring teacher, less applicable withholdings, in the year of retirement. (This

payment is not intended to exceed the maximum Severance Amount calculated under Subsection 3A above.)

C. **V**OLUNTARY **E**MPLOYEES' **B**ENEFICIARY **A**SSOCIATION (VEBA)

a. **Establishment and Funding** The Corporation shall contribute to a voluntary employees' beneficiary association ("VEBA") as described in section 501(c)(9) of the Internal Revenue Code (the "Code") the remainder of the vested Severance Amount not paid as a retirement increment to the retired teacher. Except as otherwise provided herein, a committee of the Board and the Association shall select the organization administering the VEBA, the single investment vendor for the VEBA, and the terms and conditions for the administration and operations of the VEBA.

b. **Separate Account** The contributed amount will be invested in a separate account for the retired teacher. There will be no commingling of accounts and each retired teacher may determine how his or her account shall be invested among the investment options made available by the selected investment vendor for the VEBA.

c. **Distributions** A retired teacher may use the amounts held in his/her separate VEBA account to pay health insurance premiums and unreimbursed medical expenses of the teacher, spouse, and dependents. Furthermore, following the death of a teacher, who had otherwise satisfied the vesting requirements before his or her death, any amounts remaining in the deceased teacher's VEBA account may continue to be used to pay the health insurance premiums and medical expenses of the teacher's spouse and dependents. Any amounts not eventually distributed to or for the benefit of the teacher, spouse and/or dependents will be forfeited and used to reduce future contributions due from the Corporation to the VEBA. (At no time may the VEBA make loans to an Administrator, his/her spouse, or dependents.)

d. **Costs** The Corporation shall not be paid any compensation for its services performed on behalf of the VEBA. However, to the extent allowed by applicable law, the Corporation shall be reimbursed for its reasonable expenses incurred in the administration of the VEBA and any related plans. All costs incurred in the administration of the VEBA and investment fees shall be paid from the VEBA assets in a reasonable manner as determined by the Corporation.

SECTION 4: QUALIFIED RETIREMENT PLAN

A. SECTION 401(a) PLAN

Pursuant to the Prior Agreement, the Corporation maintained and funded a qualified retirement plan, as described in Code section 401(a) (the "401(a) Plan"). Contributions to the 401(a) Plan will continue to be made in the future, but the amount and rights thereto will be dependent upon the age and employment status of teachers as of January 1, 2000, with the different classes defined as follows:

a. Recent Teachers One group of teachers shall be referred to as the "Recent Teachers," representing those teachers who were less than age 40 on January 1, 2000 or were hired or rehired on or after January 1, 2000, irrespective of actual age on January 1, 2000.

b. Older Teachers The other group of teachers shall be referred to as the "Older Teachers," representing those teachers who were at least age 40 and employed by the Corporation on January 1, 2000.

B. ANNUAL CONTRIBUTIONS FOR RECENT TEACHERS

a. Installments. The Corporation shall annually make contributions to the 401(a) Plan on behalf of each Recent Teacher. Contributions shall be made in ten (10) substantially equal installments throughout the school year.

b. Amount. The amount contributed for each Recent Teacher shall equal a fixed percentage of the Recent Teacher's base salary actually paid to the teacher during the applicable school year. For Recent Teachers with less than ten (10) consecutive years of service with the Corporation, the fixed percentage will be one-fourth percent (1/4%), and for Recent Teachers with ten (10) or more consecutive years of service with the Corporation, completed before the beginning of the applicable school year for which the contribution is made, the fixed percentage will be one-half percent (1/2%).

C. BUYOUT OF OLDER TEACHERS' TARGET BENEFIT Pursuant to Article XII, Section 3 of the Prior Agreement, the Corporation agreed to make

contributions on behalf of the Older Teachers in amounts necessary to pay each Older Teacher upon retirement a specified "Target Benefit". Pursuant to the terms and conditions of these amendments to Article XII, the Corporation shall buyout the present value of the unfunded Target Benefit and contribute such amounts to the 401(a) Plan on behalf of each eligible Older Teacher.

a. Actuarial Determination of Present Value. Educational Services Company, Inc. ("ESC") will determine the **present value** of the unfunded Target Benefit of each teacher. In making the present value determinations, ESC shall use those assumptions that were used in preparing the referenced Target Benefit Buyout Spreadsheets, including, but not limited to, the following:

i. **Mortality** For discounted values, the UP 1994 (Uninsured Pensioner Mortality) tables will be used.

ii. **Turnover Rate** Not all retiring Older Teachers will satisfy the applicable 401(a) Plan vesting requirements. Accordingly, the present value calculations include a table of assumed rates for termination of employment prior to vesting.

iii. **Interest Rate** The assumed interest rate for purposes of determining the present value is 2.5%. However, the assumed rate of earning described in Item vi below shall apply in determining the value of the previous contributions made to the Target Benefit Plan for purposes of the offset.

iv. **Retirement Age** It is assumed that an employee terminates employment at the end of the school year in which the employee attains age sixty (60) or on the calculation date, if the individual is then age sixty (60) or older. However, Item v may further limit the number of years of service that are considered in determining an Older Teacher's target benefit.

v. **Years of Service** Following the Effective Date, Older Teachers will be assumed to have completed additional years of service, but not beyond the attainment of age fifty-six (56) or for more than thirty-five (35) years.

vi. **Prior Contributions** The Target Benefit shall be reduced by the contributions previously made by the Corporation plus the following assumed rate of earnings:

1. nine percent (9%) until March 31, 2003; and
2. five and one-half percent (5.5%) after March 31, 2003.

vii. **Exclusion of Recent Teachers** No buyout contribution shall be made for Recent Teachers as they were not entitled to the Target Benefit.

viii. **Rehired Employees** Amounts forfeited upon termination of employment because of the failure to meet the applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently rehired or re-employed by the Corporation. However, if the Board shall have approved a leave of absence for an employee, such period of leave shall not result in forfeiture provided the employee shall promptly return to employment following the expiration of the period of leave.

ix. **Calculation Date** The present value of the unfunded Target Benefits under the Prior Agreement shall be calculated, effective as of March 31, 2003.

x. **Verification of Information** The Board and Association acknowledge that the amounts shown on the referenced Target Benefit Buyout Spreadsheets are deemed accurate and correct with respect to each Older Teacher.

b. Contributions for Older Teachers

i. **Buyout Contributions** Within a reasonable period of time after ESC has confirmed the present value of the unfunded Target Benefits, the Corporation shall contribute such amounts to the 401(a) Plan on behalf of the Older Teachers. Such contributions shall be made from the SEA 199 bond funds raised by the Corporation.

ii. **Annual Contributions** After March 31, 2003, no additional contributions will be made by the Corporation with respect to the Target Benefit of an Older Teacher. However, subject to satisfaction of the applicable vesting requirements, each Older Teacher shall be entitled to his or her 401(a) Plan account, which represents the previously-made Target Benefit contributions and earnings or losses thereon.

D. TERMS AND CONDITIONS The 401(a) Plan's terms and conditions for the administration of the 401(a) will be determined by the Corporation, except as hereinafter provided.

a. **Vendor** A committee of the Board and the Association shall select the single investment vendor for the 401(a) Plan.

b. **Separate Accounts** Contributions made to the 401(a) Plan shall be held in separate accounts for each teacher, Recent Teacher or Older Teacher, for whom a contribution is made. In general, there will be no commingling of accounts among the teachers. Furthermore, each Older Teacher shall have a separate account for the buyout contributions made for the Older Teacher ("Buyout Account") and another account for the Target Benefit contributions previously made for an Older Teacher ("Target Benefit Account"), with earnings or losses allocable to the particular account generating the return. Each teacher may determine how his or her 401(a) Plan account(s) shall be invested among the investment options made available by the selected investment vendor for the 401(a) Plan.

c. **Vesting/Forfeiture** Until such time that a teacher has terminated employment with the Corporation and otherwise satisfied the applicable vesting requirements, the teacher shall have no access to the assets held in his or her separate 401(a) Plan account. If a teacher retires or otherwise terminates employment before satisfaction of the applicable vesting requirements, for any reason, the terminated teacher's 401(a) Plan account(s) shall be forfeited. The forfeited amounts shall **not** be returned to the Corporation. Instead, forfeited Buyout Accounts shall be reallocated at the end of each plan year only among the then remaining separate Buyout Accounts of the Older Teachers in the same manner as was used by ESC in originally determining the present value of the unfunded Target Benefits. Forfeited Target Benefit accounts and other forfeited 401(a) Plan accounts shall be reallocated in such manner as established in the underlying 401(a) Plan.

d. **Distributions** Following retirement and the satisfaction of the applicable vesting requirements, a teacher may elect to commence distributions from his or her 401(a) Plan account(s). If a teacher shall die after having satisfied the applicable vesting requirements, the remainder of the deceased teacher's 401(a) Plan account(s) shall be

distributable to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made. (At no time may a teacher borrow from his 401(a) Plan account.

e. **Costs** The Corporation shall not be paid any compensation for its services performed on behalf of the 401(a) Plan. However, to the extent allowed by applicable law, the Corporation shall be reimbursed for its reasonable expenses incurred in the administration of the 401(a) Plan. All costs incurred in the administration of the 401(a) Plan and investment fees shall be paid from the 401(a) Plan assets in a reasonable manner as determined by the Corporation.

E. ADDITIONAL PLANS

a. **Other 401(a) Plans** The Corporation may establish other qualified plans as described in section 401(a) of the Code, subject to such terms and conditions as the Corporation shall determine, in its sole discretion, to be appropriate. Such additional plans may be maintained separate from the 401(a) Plan or for administrative convenience maintained as part of the 401(a) Plan.

b. **Salary Reduction Elections** A teacher may also elect to make tax deferred contributions, i.e., salary reduction contributions, to plans described in Code section 403(b) and/or 457 up to the maximum limits allowed by the Code. Such contributions shall be 100% vested at all times. (The School Corporation shall maintain a list of approved investment vendors for the salary reduction contributions made to any Code section 403(b) plan or Code section 457 plan.)

F. LIMITED EXCEPTION Notwithstanding any contrary provisions contained herein, the Board and Association may agree to allow all teachers who have retired during the 2001-2002 or 2002-2003 school year to participate in the Target Benefit buyout, in addition to maintaining their Retirement Severance Compensation benefits under the Prior Agreement. Such previously retired teachers shall not be entitled to any other Retirement Severance Benefits under this Agreement, and the buyout of such Target Benefit buyout shall be paid to or for the benefit of these teachers.

SECTION 5: FUTURE ADJUSTMENTS

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

ARTICLE XIII
GROUP INSURANCE

SECTION 1: HEALTH INSURANCE

A. Full time teachers may participate in the Group Health Insurance program.
   a. Full time teachers will receive credit for the full Corporation contribution (as Board approved for the current school year) toward the health insurance premium.

B. Part-time teachers may participate in the Group Health Insurance program on the following basis:
   a. part-time teachers will receive a percentage of the Corporation's contribution equal to his/her FTE.

C. If the corporation employs both a teacher and spouse, each will be eligible for the Corporation's contribution toward the premium.
   a. The corporation will not contribute more than the full cost of the premium, less one dollar ($1.00) to be paid by each employee.

D. Open enrollment into the Group Health Insurance Program will be available every third year, effective October 1, 2007. To become eligible for the Corporation's contribution toward the Group Health Insurance Program the enrollment period will be the third (3^{rd}) and fourth (4^{th}) weeks of August.

E. A new employee, hired during the school year, will be offered the benefit of group health insurance the first of the month following the beginning date of employment on his/her contract.

F. Plan cancellations must be made prior to the twentieth (20^{th}) of the month in order to go into effect for the following month.

G. The Corporation will contribute the agreed upon share for a change in coverage due to a qualifying event, as defined under the Federal HIPAA, Cobra, and FMLA regulations. The Corporation must be notified within 30 (thirty) days of the qualifying event.

H. Retired teachers with ten (10) years of employment with the Corporation will be eligible to maintain the Group Health Insurance by paying the full premium until he/she is eligible for Medicare.
   a. If an employee has less than ten (10) years of employment at his/her time of retirement the Corporation will comply with COBRA; and, will make all employees aware of this law.
   b. A retired employee will be able to maintain coverage of his/her spouse as per Section 1-G until the spouse is eligible for Medicare.

SECTION 2: LONG-TERM DISABILITY INSURANCE

A. The Corporation agrees to make available to each full time, contracted teacher (50%-100%):
    a. Long-term disability insurance
B. Premium for long-term disability insurance will be paid by the Corporation, with the exception of one dollar ($1.00), which will be paid by the teacher.
    a. The one dollar ($1.00) will be deducted from the teacher's first paycheck in February of each school year.

SECTION 3: TERM LIFE INSURANCE

A. A group term life insurance policy has a face value of $35,000.
B. Premium for the $35,000 term life insurance policy will be paid by the Corporation with the exception of one dollar ($1.00), which is to be paid by the teacher.
    a. The one dollar ($1.00) will be deducted from the teacher's first paycheck in February of each school year.
C. Additional group term life insurance (above the $35,000 policy) may be purchased by the teacher, who must pay the full Corporation group-rate premium through payroll deduction, for the additional insurance.
D. When an employee leaves employment with the Corporation the $35,000 term life insurance policy will be cancelled.
    a. The employee will deal directly with the insurance company for continuance of term life insurance he/she may have above the base $35,000 policy.

SECTION 4: DENTAL/VISION INSURANCE

The Board will provide a group dental/vision insurance program for teachers.

SECTION 5: INSURANCE COVERAGE DURING LEAVE OF ABSENCE

A full time teacher on leave may maintain coverage by the Group Insurance Programs provided by the Master Contract, subject to:

A. The full time teacher paying the Corporation, at least one (1) month in advance of the Corporation's premium due date, the total premium (monthly, quarterly, semi-annually or annually) for the specific group insurance program the teacher wants to continue.
    a. Payment for such coverage will include the amount of the Corporation share of the premium.
    b. Continued insurance coverage during leave will be subject to any applicable rules of the insurance carriers.

B. The Corporation will comply with all requirements of the Family Medical Leave Act regarding an employee's leave and health insurance benefits.

SECTION 6: INSURANCE COMMITTEE

The purpose of the Insurance Committee is to investigate and study concerns with on-going changes in the Group Insurance Programs.

A. The Committee will make reports and recommendations to be presented to the Board.

B. The NACEA will have representatives from each school serving on the Committee.

ARTICLE XIV
COMPENSATION AND RELATED MATTERS

SECTION 1: REGULAR SALARY SCHEDULE

A. The regular "Teacher Salary Schedule" is agreed upon through negotiations and approved by the Board.
   a. It represents a contract for one (1) school year consisting of one hundred eighty four (184) working days.
   b. Certified staff members may choose to receive either twenty-two (22) or twenty-six (26) paychecks during the school year.

B. Some certified employees hold positions requiring more than one hundred eighty four (184) days per school year and is issued extended contracts.
   a. Certified employees on extended contracts will be on a twenty-six (26) paycheck schedule.

SECTION 2: STATUS QUO CONTRACTS

A. In years in which the Corporation and Association fail to reach agreement during negotiations prior to time for Contracts to be issued, Status Quo Contracts will be issued to certified personnel as follows:
   a. A teacher will be advanced on the experience level of the Salary Schedule used for the previous school year.
   b. His/her Status Quo Contract will be based on the salary figure at his/her advanced experience level.

B. When agreement has been reached through negotiations and Board approval has been granted, a new revised Contract based on the new salary schedule, will be issued to the teacher.

SECTION 3: EXTRACURRICULAR SALARY SCHEDULE

A. Salaries for extracurricular positions are based on an established Index times the current B-O salary figure.

B. Extracurricular duties include supervision of students while they are on school property, i.e. locker rooms, school buses, etc.

a. If the extracurricular coach or sponsor needs assistance with such supervision, it is his/her responsibility to make such arrangements without additional cost to the Corporation.

SECTION 4: PAYROLL DEDUCTIONS

A. The following payroll deductions (mandatory and/or optional) are available to teachers if such deductions are authorized by the individual teacher and in accordance with State or Federal law:

a. Federal income tax
b. State income tax
c. County tax
d. Social Security tax (OASDI)
e. Medicare tax
f. Teachers Retirement Fund
g. Group insurance programs:
    1. Health/dental/vision
    2. Long term disability
    3. Term life
h. Section 125
i. Deposits to financial institutions
j. United Way
k. Association dues, including dues to State or National affiliates of the Association
l. Tax-sheltered annuity
    1. Deductions for a tax sheltered annuity requires the teacher's agent to bring an "Amendment to Employment Contract", properly completed, to the Superintendent's Office no later than the second Friday in August of each school year.
    2. A teacher shall be limited to two (2) tax sheltered annuities, which must be with an approved company for payroll deductions.
        i. A company will be approved if six (6) , or more employees want to participate in its tax sheltered annuity plan.

B. The Corporation shall not be required to make any deduction, which is prohibited by State or Federal law, nor be obligated to make more deduction installments than the number of actual paychecks remaining to be issued to the teacher for the involved school year.

SECTION 5: NEWLY HIRED TEACHERS

Teachers new to the Corporation shall receive a paycheck for the number of days worked in the pay period, which ends prior to the start of the scheduled twenty-two (22), or twenty-six (26) pays for the school year.

SECTION 6: USE OF PERSONAL VEHICLES

A. A teacher who is required to drive his/her personal vehicle from one school building to another for his/her normal classroom assignment shall be reimbursed at the approved Corporation per-mile-rate.

B. He/she is required to keep a record of his/her daily mileage and submit an approved mileage claim to the Superintendent's Office for payment.

SECTION 7: "CONTROL BILL"

The Corporation and Association agree that, in the event the Corporation becomes subject to PL 45, Indiana Acts of 1973 sometimes referred to as "The Control Bill", that the Master Contract would be subject to the Control Bill and to possible action by the Tax Control Board of the State Tax Board altering the financial terms and conditions of the Master Contract.

SECTION 8: DEGREE CHANGE

A. A teacher, who completes his/her Master Degree during the fall semester, will be issued a new contract for the spring semester. The following criteria must be met:

   a. The teacher must notify the Superintendent's Office by June 1, of the Corporation's school year prior to the expected completion of his/her Master Degree work.

   b. If a transcript cannot be issued in time for contract preparation, he/she must ask his/her college advisor to send written verification of his/her successful completion of Master Degree requirements to the Superintendent's Office.

SECTION 9: CLASSES ABOVE THE MASTERS DEGREE

A. Up to one hundred dollars ($100.00) per credit hour will be paid as tuition reimbursement on approved extra classes above the Master's Degree. Criteria to be followed for reimbursement is as follows:
   a. Prior to enrolling for a class, the teacher must submit a written request, including a detailed description of the class, to the Superintendent for approval.
   b. Any class for which reimbursement is requested shall be in the teacher's teaching area.
   c. Reimbursement will be made to the teacher upon written proof that a grade of "B", or higher, was achieved for the course.
   d. The maximum amount of reimbursement for anyone (1) calendar year will be limited to no more than six (6) credit hours per teacher.

B. Teachers who request reimbursement for graduate work taken while on a leave of absence, will receive the reimbursement upon returning to a contracted teaching assignment with the Corporation, as per requirements of Section 9 .

SECTION 10: INDIVIDUAL CURRICULUM DEVELOPMENT & STUDIES

The School Board will continue to support curriculum development and related studies for the entire Corporation.

A. Upon receipt of a request for a committee to work on curriculum development and related studies, the Superintendent may consider release time or compensation for the committee members.
   a. If the Superintendent determines such a committee will be beneficial to the educational program for students, he/she will make a recommendation to the Board for their consideration.
   c. If approval is granted by the Board to pay stipends, the Corporation will determine the amount of the stipend.

SECTION 11: INDIANA STATE TEACHERS' RETIREMENT FUND CONTRIBUTIONS

A. The Corporation shall pay the mandatory contribution by the employees who are members of the Indiana State Teachers' Retirement Fund.

B. Contributions by the Corporation, even though designated as employee contributions for State law purposes, are being paid by the Corporation in lieu of contributions by the employee.

C. Contributions will not be included in the gross income of the employee for tax authority reporting purposes, for tax withholding, FICA or any other computation based on gross income, until distributed either through a retirement annuity or a lump sum payment.

D. An Employee shall not be entitled the option of choosing to receive the contributed amount directly instead of having it paid by the Corporation to the Indiana State Teachers' Retirement Fund.

SECTION 12: ATTENDANCE COMPENSATION

A. As a reward to teachers who have reached the maximum accumulation of Sick Leave Days by means of the Corporation allotment of Sick Leave, Personal and Family Illness Days attendance compensation will be paid as follows:

   a. A teacher who is not retiring;
   b. will be returning to teach in the Corporation for the coming school year;
   c. has accumulated the maximum number of one hundred twenty (120) sick leave days shall receive reimbursement on the first pay of the following school year for unused days.

B. Days in excess of the maximum, as approved under the Master Contract, will be added together to compute the amount of Attendance Compensation: Sick leave days may not exceed nine (9) days, Personal Days may not exceed four (4) days and Family illness days may not exceed three (3) days.

C. Payment for unused days will be determined as follows:

NUMBER OF UNUSED DAYS	**PAYMENT PER DAY**
13.0 through 15.0	$17.50
11.0 through 12.5	$10.00
9.5 through 10.5	$5.00
9.0 and under	- 0 -

D. Total expense of such reimbursements will be applied against the next year's financial package for negotiations.

SECTION 13: PART TIME MIDDLE AND HIGH SCHOOL TEACHER

A. Part-time middle school and high school teachers shall be compensated in direct proportion to their class load compared to a full-time teacher's class load.

a. The following formula will be used to compute the compensation ratio:

The number of classes taught by a part-time teacher will be divided by the number of classes taught by a full-time teacher.

SECTION 14: EXPERIENCE CREDIT

A. Experience credit for advancement on the pay scale and toward retirement benefits will be earned as follows:
If the teacher has worked during the school year for:

a. Less than sixty (60) days, no credit;
b. Sixty (60) days and over, but less than one hundred twenty (120) days, one-half (1/2) year's credit;
c. One hundred twenty (120) or over, one (1) year's credit.

B. If the teacher has worked less than one hundred twenty (120) days, the actual number of days he/she worked during the school year will be noted on his/her Service Record card.

SECTION 15: TEACHERS LEAVING DURING THE SCHOOL YEAR OR NOT RETURNING TO THE CORP. FOR THE NEXT SCHOOL YEAR

A. In an effort to obtain a quality replacement, the Association and administration urge the teacher to give written notification of his/her resignation at the earliest possible date.

ARTICLE XV
TERMS OF AGREEMENT

A. The Term of Agreement shall begin on July 1, 2010, and shall continue in full force until June 30, 2011.

   a. All sections relating to compensation, insurance and retirement will expire on June 30, 2011.

   b. Language changes may be addressed by adhering to the following criteria:

      1. A committee comprised of three (3) Association members and three (3) Corporation designees will be established to study existing language concerns.
      2. Four (4) committee members must vote in favor of addressing a particular language item in order to reopen language bargaining.

The Association and Corporation attest to this Agreement by the representatives listed below:

NORTHWEST ALLEN COUNTY EDUCATION ASSOCIATION

Alan Bodenstein, President

Nicholas Tigulis, Secretary

Steve Driver, Chief Negotiator

NORTHWEST ALLEN COUNTY BOARD OF SCHOOL TRUSTEES

Ronald Felger, President

Paul Sloffer, Secretary

Bill Mallers, Chief Negotiator