

**COLLECTIVE BARGAINING AGREEMENT**

**2021 – 2023**

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

**and**

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

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# CONTRACT

THIS CONTRACT is entered in this 9<sup>th</sup> day of November, 2021 by and between the NINEVEH-HENSLEY-JACKSON UNITED SCHOOL CORPORATION, hereinafter called "the Board," and the NINEVEH-HENSLEY-JACKSON UNITED TEACHERS ASSOCIATION, AN AFFILIATE OF THE INDIANA STATE TEACHERS ASSOCIATION AND THE NATIONAL EDUCATION ASSOCIATION, hereinafter called "the Association."

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

## ARTICLE I RECOGNITION AND DEFINITIONS

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

The Parties agree to the following definitions:

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

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

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

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

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

Days means calendar days unless otherwise specified. "Daily Rate" when used in this Agreement shall mean the teacher's annual salary in effect for the 2021-22 school year divided by the number of days in the teacher's regular contract year. "Hourly Rate," when used in this Agreement, shall mean the teacher's daily rate divided by seven (7).

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

## **ARTICLE II REPRESENTATIVES**

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

## **ARTICLE III COMPENSATION**

Section 1: Salary. The parties agree that salaries and wages to be affected by this contract are accurately reflected in the Appendices (A & B) attached hereto and made a part of this contract and shall be in effect from July 1, 2021, until June 30, 2023, provided however, that the contract will be reopened for the 2022-2023 school year to negotiate the amount of revenue to be applied to the 2022-2023 Compensation Model.

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

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

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

Section 4. Payment Options. The Board will pay the base salary increases and redistribution stipends described herein not later than 60 days after both parties ratify the contract. Base salary increases will be applied retroactively to the start of the 2021 - 2022 school year.

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

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

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

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

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

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

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

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

Section 9. Covering Another Colleague's Classroom. A teacher who is assigned the ancillary duty of covering another teacher's classroom when a substitute is not provided shall be paid at the rate of fifteen dollars (\$15.00) per hour.

## **ARTICLE IV INSURANCE**

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

### **HEALTH INSURANCE**

<b>School Year</b>	<b>Plan</b>	<b>Board Contribution</b>
2021-2022	Employee	\$6,712.80
2021-2022	Employee + Children	\$11,226.48
2021-2022	Employee + Spouse	\$13,226.64
2021-2022	Family	\$16,634.40

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

### **DENTAL INSURANCE**

<b>School Years</b>	<b>Plan</b>	<b>Board Contribution</b>
2021-2022	Single	\$383.04
2021-2022	Family	\$771.84

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

Section 4. Long-Term Disability Plan. The Board will provide a long-term disability insurance plan for each teacher properly enrolled in the plan. For each teacher covered by this Agreement, the Board shall pay \$130.00 toward the premium cost of the plan. All teachers shall enroll in the plan and shall share equally the cost of the plan to the group. The Board shall have the plan contracted and implemented not later than January 1, 1991.

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

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

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

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

## **ARTICLE V RETIREMENT BENEFITS**

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

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



- (d) Each teacher's 401(a) account will be vested (i) when the teacher completes twelve (12) years of service with the School Corporation, or (ii) if the teacher dies while employed at the School Corporation.

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

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

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

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

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

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

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

If accumulated sick day balance at retirement is 70 days or more \$2,000

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

Section 4. Buy-Out of Retirement Bridge.

- (a) This Section applies only to teachers employed in the 2002/2003 school year who, on or before June 30, 2018:
  - (i) will be at least age fifty-five,
  - (ii) will have completed at least twelve years of service with the School Corporation, and
  - (iii) will have completed at least fifteen years of teaching service.

- (b) The School Corporation agreed to deposit the amount calculated into a 501(c)(9) VEBA trust in 2003, upon receipt of the SB 199 bond proceeds.
- (c) A teacher eligible under this Section who actually retires from teaching shall be entitled to payment or reimbursement of health premiums and/or medical expenses, but not to exceed \$4,750 per calendar year. Payment starts from the calendar year in which actual retirement occurs and continues until the earlier of: (i) the calendar year in which the teacher becomes Medicare eligible, or (ii) the calendar year in which the teacher signs a regular teacher contract with any public school corporation in Indiana. In the event the retired teacher does not use the entire \$4,750 in one calendar year, the remaining portion may be carried over to the next calendar year.

An example of this Section is as follows:

- (i) An eligible teacher actually retires in 2005 at age 59. In 2005, following retirement, the retiree may submit claims for up to \$4,750 to the VEBA. If the retiree actually submits \$2,000 in claims, the remaining \$2,750 will carry over to 2006.
  - (ii) In 2006, the retiree may submit claims for up to \$7,500 (\$4,750 plus \$2,750) to the VEBA. If the retiree actually submits \$5,000 in claims in 2006, the remaining \$2,500 (\$7,500 less \$5,000) will carry over to 2007.
  - (iii) In 2007, the retiree may submit claims for up to \$7,250 (\$4,750 plus \$2,500) to the VEBA. If the retiree actually submits \$6,000 in claims, the remaining \$1,250 will carry over to 2008.
  - (iv) In 2008, since the retiree is at eligibility for reduced Social Security entitlement, the total available to pay claims in 2008 is the \$1,250 carry over amount.
  - (v) No amounts are available in 2009 and thereafter.
- (d) This subsection applies if (i) a teacher who is eligible under this Section retires from teaching and then dies before the earlier of: (1) the calendar year in which the teacher qualifies for partial Social Security entitlement, or (2) the calendar year in which the teacher signs a regular teacher contract with any public school corporation in Indiana, or (ii) a teacher eligible under this Section dies while still employed by the School Corporation, but before the earlier of: (1) the calendar year in which the teacher qualifies for partial Social Security entitlement, or (2) the calendar year in which the teacher signs a regular teacher contract with any public school corporation in Indiana.

If a teacher dies in either of those circumstances with a surviving spouse, the surviving spouse shall be entitled to payment or reimbursement of health premiums and/or medical expenses, in the same amounts and at the same times as the teacher would have been eligible for under Section 4(c) had the teacher lived. If the surviving spouse dies while entitled to benefits under this subsection or if there is no surviving spouse, but there is one or more surviving dependents within the meaning of the Internal Revenue Code, the surviving dependent(s) shall be entitled to payment or reimbursement of health premiums and/or medical expenses, in the same amounts and at the same times as the teacher would have been eligible for under Section 4(c) had the teacher lived.

- (e) In the event two individuals who are married to each other are both eligible teachers under this Section, they shall each have their own benefit under this Section.

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

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

Section 6. 457 Plan

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

## **ARTICLE VI LEAVES**

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

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

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

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

(e) Any teacher who uses more than five (5) consecutive workdays of leave must file a doctor's statement with the Superintendent's Office upon the teacher's return to work. Teachers who must miss more than five (5) consecutive days due to illness in the family, a natural disaster, or appearance in court may be exempt from the preceding requirement by mutual agreement of the Superintendent of Schools and the Association President. Teachers who exceed the (5) days and do not qualify under the above provisions will be docked pay accordingly for the days exceeding the 5 that are permissible.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 10. Assault Leave. A teacher injured by any individual during a job-related activity shall be compensated by the School Corporation for any loss of pay due to any injury resulting from that assault. When the teacher qualifies for Workers' Compensations and/or Long-Term Disability benefits, the School Corporation will pay the differential between Workers' Compensation and/or Long-Term Disability benefits. Such compensation paid to the teachers as a result of any loss of work due to the teacher being unable to work because of an injury resulting from the assault will be paid up to a maximum of twelve (12) months following the assault. Such compensation paid to the teacher will not be charged to the teacher's

compensatory leave days. However, the absences must be related to an injury caused by the assault, and if the injury results in the teacher's absence of significant duration to comply with the waiting period for Workers' Compensation and/or Long-Term Disability insurance, the teacher must qualify for Workers' Compensation or Long-Term Disability benefits. The teacher, in order to qualify for this compensation, must report such assault within twenty-four (24) hours of the assault or twenty-four (24) hours of the time the teacher was capable of reporting the assault. If a teacher is incapable of reporting, the Building Administration shall report such incident. The teacher must cooperate with the School Corporation in providing information in the School Corporation's disciplining any student and/or prosecuting the individual who committed the assault. The teacher must also cooperate with the School Corporation in connection with verification of the teacher's disability arising from the assault. (Assault leave does not apply to injury resulting from assault by spouses, ex-spouses, or other relatives.)

## **ARTICLE VII WAIVER**

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

## **ARTICLE VIII SEPARABILITY**

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

**ARTICLE IX  
PUBLIC HEARING AND PUBLIC MEETING ATTESTATIONS**

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

A public hearing was held in compliance with I.C. 20-29-6-1(b) on August 24, 2021, and electronic participation from the parties and/or public was not permitted. For the 2022-23 re-opener language, a public hearing was held in compliance with I.C. 20-29-6-1 (b) on August 25, 2022, and electronic participation from the parties and/or public was not permitted.

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

A public meeting in compliance with I.C. 20-29-6-19 was held on October 21, 2021, to discuss the tentative agreement and electronic participation from the governing body and/or public was not permitted. For the 2022-23 re-opener language, a public meeting in compliance with I.C. 20-29-6-19 was held on October 20, 2022, to discuss the tentative agreement and electronic participation from the governing body and/or public was not permitted.

**ARTICLE X  
TERM AND EFFECT OF AGREEMENT**

Section 1. Term of Agreement. This contract is from **July 1, 2021** until **June 30, 2023**. This contract will be reopened for the 2022-23 school year to negotiate the amount of revenue to be applied to the 2022-23 Compensation Model.

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract this 9<sup>th</sup> day of **November, 2021**. For the re-opener language, the parties hereto have duly executed this Contract amendment this 27<sup>th</sup> day of **October, 2022**.

NINEVEH-HENSLEY-JACKSON UNITED SCHOOL CORPORATION

Signed: \_\_\_\_\_  
Greg Waltz

Signed: \_\_\_\_\_  
Ed Harvey

Signed: \_\_\_\_\_  
Thomas Burgett

Signed: \_\_\_\_\_  
Ben Swopes

Signed: \_\_\_\_\_  
Judy Misiniec

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

Signed: Alison Randolph  
Alison Randolph

Signed: Erin Davis  
Erin Davis

Signed: Laura Summers  
Laura Summers

Signed: Danielle Dale  
Danielle Dale



## APPENDIX A 2021 - 2023 COMPENSATION MODEL

### A. 2021 - 2022 Base Salary Increases

Teachers who meet the eligibility requirements and the factors as defined below will be entitled to a base salary increase for the 2021 - 2022 school year.

### B. Funds Available for 2021 - 2022 Base Salary Increases

For the 2021 - 2022 academic year, the negotiated amount available to fund base salary increases for teachers is approximately \$800,000. The total negotiated amount for increases to base salaries for the 2021 - 2022 school year will be calculated using the following factors for all eligible teachers to determine a per dollar point value.

For the 2022-23 academic year, the negotiated amount available to fund base salary increases for teachers is \$446,093.09. The total negotiated amount for increases to base salaries for the 2022-23 school year will be calculated using the following factors for all eligible teachers to determine a per dollar point value.

### C. Eligibility Statement

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

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

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

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

### D. Factors and Definitions

1. Evaluation – The teacher received an evaluation rating of Highly Effective or Effective on the 2020 - 2021 annual performance evaluation tool.
2. Experience – The teacher's total and completed years of teaching experience of at least one hundred twenty (120) days per year, as determined by the Indiana Public Teacher Retirement System, during their teaching career. Experience outside of the Indiana Public Teacher Retirement System may be recognized at the sole discretion of the Superintendent.

3. Education – To be eligible, a teacher must possess a content area Master's Degree, which is beyond the requirements for employment. Content area is defined by the Indiana Department of Education and can be found on IEERB's website. A teacher must notify in writing and verify to the Superintendent a new/additional content area Master's degree earned and/or possessed that qualify the teacher for these salary points no later than August 31<sup>st</sup>.

E. Weight Assigned to Factors and Distribution Description

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

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

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

3. Education – 2 points
  - The available funds will be divided by the sum of points earned by all eligible teachers to determine the dollar value per point.
  - Salary increase amounts are determined by multiplying each teacher's points by the dollar value per point.
  - The maximum number of points a teacher can earn = 14 points.
  - The combination of education and experience account for 50% of the maximum available salary increase.
  - Beginning with the 2021 – 2022 school year, a maximum salary cap of \$75,000 will go into effect. Any teacher at the salary cap will not be eligible for a raise.

F. Redistribution

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

G. Salary Range

The salary range for returning, full-time teachers is \$42,000 to \$75,000, not including TRF contributions.

H. New Hires

The base salary for teachers newly hired to NHJUSC for the 2021 - 2022 school year will be set within the salary range set forth above and as determined at the discretion of the Superintendent. The newly-hired teacher's initial base salary will include the negotiated base salary increase provided to returning staff.

I. One-Time Stipends

In addition to base pay allocations, NHJUSC will allocate approximately \$92,000 to pay one-time stipends. Funds will be distributed by the same factors as the NHJUSC Compensation Model. Criteria for Stipend eligibility is the same as the NHJUSC Compensation Model. New teachers to the school corporation are eligible for this stipend. Teachers must be employed by NHJUSC School Corporation on the date of stipend payment in order to receive the stipend. Stipends will not be pro-rated.

J. Academic Needs Stipends

1. Dual Credit Stipend - The parties agree that the Superintendent shall have the discretion to offer a one-time stipend of \$500 per semester, not to exceed \$1,000 for an entire school year to eligible teachers for meeting academic needs of students. "Meeting academic needs of students" is defined as teaching dual-credit or AP courses. Secondary teachers who teach an AP course will be eligible to receive a \$100 stipend for every student who receives an AP score of a 3 or higher on the end-of-the-course AP exam. These two stipends will be paid on the last pay in June 2022 (dependent upon AP scores being received in a timely manner).
2. Content-Area Coursework Stipend – A teacher who enrolls in a graduate level course at an accredited college or university in the teacher's content area, subject area, or other content area approved by the principal in the 2021-22 school year will be eligible to receive reimbursement for these graduate level courses in an amount not to exceed \$330 per credit for up to a maximum of nine (9) credit hours during the 2021-22 school year. This reimbursement stipend will be payable before or by the last pay in June 2022 upon submission of a transcript and a final grade no lower than a B-.

3. Mentor Stipend – A teacher who is selected by administration to serve as a year-long mentor for our new teachers will receive a one-time stipend of \$1,000. This stipend will be paid on the last pay in June 2022.

K. Dual Credit Stipend and Reimbursement. Teachers who are taking courses to become credentialed to teach dual credit courses in specific content areas requiring eighteen (18) additional content area credit hours will be eligible for tuition reimbursement in the amount \$2,250 or twenty-five percent (25%) of their coursework expense, whichever is less, per year for up to four (4) years if the teacher meets all of the following requirements:

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

**APPENDIX B**  
**2021-23 EXTRA-CURRICULAR ACTIVITY COMPENSATION SCHEDULE**

E C A AREA	SALARY
<b>BASKETBALL – BOYS</b>	
RESERVE	\$ 3,380.00
ASSISTANT	\$ 2,400.00
FRESHMEN/ASSISTANT	\$ 2,400.00
SUMMER BB LEAGUE	\$ 2,000.00
8TH GRADE	\$ 2,440.00
7TH GRADE	\$ 2,230.00
6TH GRADE	\$ 1,270.00
<b>BASKETBALL - GIRLS</b>	
RESERVE	\$ 3,380.00
ASSISTANT	\$ 2,400.00
FRESHMEN/ASSISTANT	\$ 2,400.00
SUMMER BB LEAGUE	\$ 2,000.00
8TH GRADE	\$ 2,440.00
7TH GRADE	\$ 2,230.00
6TH GRADE	\$ 1,270.00
<b>BASEBALL – BOYS</b>	
VARSITY	\$ 3,300.00
ASSISTANT	\$ 1,680.00
RESERVE	\$ 1,680.00
<b>SOFTBALL - GIRLS</b>	
VARSITY	\$ 3,300.00
ASSISTANT	\$ 1,680.00
RESERVE	\$ 1,680.00
<b>FOOTBALL – BOYS</b>	
ASSISTANT	\$ 3,280.00
ASSISTANT	\$ 3,280.00
ASSISTANT	\$ 3,280.00
RESERVE	\$ 2,770.00
SUMMER FB	\$ 2,000.00
MIDDLE SCHOOL HEAD	\$ 2,090.00
MIDDLE SCHOOL ASSISTANT	\$ 1,610.00
MIDDLE SCHOOL ASSISTANT	\$ 1,610.00
<b>VOLLEYBALL - GIRLS</b>	
VARSITY	\$ 3,370.00
ASSISTANT	\$ 1,930.00

RESERVE	\$ 1,500.00
SUMMER VB	\$ 1,000.00
8TH GRADE	\$ 1,680.00
7TH GRADE	\$ 1,680.00
<b>TRACK – BOYS &amp; GIRLS</b>	
VARSITY	\$ 3,580.00
ASSISTANT	\$ 1,460.00
ASSISTANT	\$ 1,460.00
ASSISTANT	\$ 1,460.00
ASSISTANT	\$ 1,460.00
MIDDLE SCHOOL HEAD	\$ 1,670.00
MIDDLE SCHOOL ASSISTANT	\$ 1,210.00
MIDDLE SCHOOL ASSISTANT	\$ 1,210.00
<b>CROSS COUNTRY – BOYS</b>	
VARSITY	\$ 2,150.00
<b>CROSS COUNTRY – GIRLS</b>	
VARSITY	\$ 2,150.00
<b>CROSS COUNTRY</b>	
MIDDLE SCHOOL	\$ 1,180.00
<b>GOLF – BOYS</b>	
VARSITY	\$ 2,420.00
<b>GOLF – GIRLS</b>	
VARSITY	\$ 2,020.00
<b>GOLF – MIDDLE SCHOOL – BOYS</b>	
	\$ 1,270.00
<b>GOLF – MIDDLE SCHOOL – GIRLS</b>	
	\$ 1,270.00
<b>SOCCER - BOYS</b>	
VARSITY	\$ 3,370.00
ASSISTANT	\$ 1,900.00
<b>SOCCER – GIRLS</b>	
VARSITY	\$ 3,370.00
ASSISTANT	\$ 1,900.00

<b>SWIMMING</b>	
HEAD BOYS & GIRLS H.S.	\$ 3,810.00
ASSISTANT BOYS & GIRLS H.S.	\$ 1,290.00
ASSISTANT BOYS & GIRLS H.S.	\$ 1,290.00
MIDDLE SCHOOL BOYS & GIRLS	\$ 1,540.00
ASSISTANT MIDDLE SCHOOL	\$ 1,020.00
ASSISTANT MIDDLE SCHOOL	\$ 1,020.00
<b>TENNIS – BOYS</b>	
VARSITY	\$ 2,420.00
<b>TENNIS – GIRLS</b>	
VARSITY	\$ 2,420.00
<b>TENNIS - MIDDLE SCHOOL</b>	
BOYS	\$ 1,270.00
GIRLS	\$ 1,270.00
<b>WRESTLING</b>	
HIGH SCHOOL	\$ 2,530.00
MIDDLE SCHOOL	\$ 1,570.00
ASSISTANT	\$ 1,650.00
RESERVE	\$ 1,500.00
<b>WEIGHT LIFTING SUPERVISOR</b>	
FALL	\$ 1,650.00
WINTER	\$ 1,650.00
SPRING/SUMMER	\$ 1,650.00
<b>CHEERLEADER SPONSOR</b>	
HIGH SCHOOL	\$ 3,300.00
SUMMER CHEER	\$ 1,000.00
FRESHMEN	\$ 1,100.00
MIDDLE SCHOOL	\$ 1,400.00
ASSISTANT	\$ 560.00
<b>ELEMENTARY ATHLETICS</b>	
HEAD INTRAMURALS	\$ 1,180.00
BASKETBALL YOUTH LEAGUE SUPERVISOR	\$ 500.00
BASKETBALL YOUTH LEAGUE SUPERVISOR	\$ 500.00
<b>UNIFIED ACTIVITIES</b>	
	\$ 1,650.00
<b>UNIFIED SOUND</b>	\$ 550.00
<b>UNIFIED SOUND</b>	\$ 550.00

<b>DEPARTMENT CHAIRPERSONS</b>	
<b>HIGH SCHOOL</b>	
HEALTH / PHYS ED	\$ 330.00
ENGLISH	\$ 330.00
FINE ARTS	\$ 330.00
FOREIGN LANGUAGE	\$ 330.00
MATH	\$ 330.00
CTE – BUSINESS, FACS, AG, & INDUST. TECH	\$ 330.00
SCIENCE	\$ 330.00
SOCIAL STUDIES	\$ 330.00
SPECIAL EDUCATION	\$ 330.00
<b>MIDDLE SCHOOL</b>	
FINE ARTS / PRACTICAL ARTS/RELATED ARTS	\$ 330.00
HEALTH / PHYS ED	\$ 330.00
MATH	\$ 330.00
SCIENCE	\$ 330.00
SOCIAL STUDIES	\$ 330.00
LANGUAGE ARTS	\$ 330.00
<b>INTERMEDIATE TEAM LEADERS</b>	
GRADE 3	\$ 330.00
GRADE 4	\$ 330.00
GRADE 5	\$ 330.00
<b>ELEMENTARY TEAM LEADERS</b>	
KINDERGARTEN	\$ 330.00
GRADE 1	\$ 330.00
GRADE 2	\$ 330.00
<b>CLASS SPONSORS</b>	
SENIOR CLASS	\$ 850.00
SENIOR CLASS	\$ 850.00
JUNIOR CLASS	\$ 850.00
JUNIOR CLASS	\$ 850.00
SOPHOMORE CLASS	\$ 500.00
SOPHOMORE CLASS	\$ 500.00
<b>MILE CLUB - ICIS</b>	\$ 170.00
<b>VIDEO CLUB - ICIS</b>	\$ 170.00
<b>VIDEO CLUB - ICIS</b>	\$ 170.00
<b>MATH BOWL - ICIS</b>	\$ 170.00
<b>SCIENCE BOWL</b>	\$ 170.00
<b>SPELL BOWL</b>	\$ 170.00
<b>STUDENT COUNCIL</b>	
HIGH SCHOOL	\$ 790.00
MIDDLE SCHOOL	\$ 380.00



<b>BAND DIRECTOR</b>		
HIGH SCHOOL	\$	3,830.00
WINTER GUARD	\$	1,070.00
MIDDLE SCHOOL	\$	1,900.00
6TH GRADE	\$	660.00
COLOR GUARD	\$	1,840.00
SUMMER MARCHING BAND	\$	1,840.00
MARCHING BAND - ASSISTANT	\$	1,100.00
PERCUSSION	\$	550.00
<b>CHOIR DIRECTOR</b>		
HIGH SCHOOL	\$	1,450.00
MIDDLE SCHOOL	\$	1,450.00
SHOW CHOIR	\$	1,450.00
INTERMEDIATE CHOIR	\$	600.00
<b>CHOREOGRAPHER</b>		\$ 1,320.00
<b>CHORAL ACCOMPANIST</b>		
HIGH SCHOOL	\$	800.00
MIDDLE SCHOOL	\$	800.00
<b>DANCE TEAM ICHS</b>		\$ 1,180.00
<b>DANCE TEAM ICMS</b>		\$ 660.00
<b>NATIONAL FFA ORGANIZATION</b>		\$ 840.00
<b>NATIONAL FFA ORGANIZATION</b>		\$ 840.00
<b>YEARBOOK</b>		
HIGH SCHOOL YEARBOOK	\$	1,870.00
MIDDLE SCHOOL YEARBOOK	\$	400.00
INTERMEDIATE YEARBOOK	\$	330.00
ELEMENTARY YEARBOOK	\$	330.00
<b>FOREIGN LANGUAGE CLUB</b>		\$ 170.00
<b>NATIONAL HONOR SOCIETY</b>		\$ 330.00
<b>NATIONAL HONOR SOCIETY</b>		\$ 330.00
<b>FELLOWSHIP OF CHRISTIAN ATHLETES</b>		\$ 170.00
<b>DRAMA DIRECTOR</b>		
MUSICAL	\$	1,210.00
PLAY	\$	810.00
ASSISTANT – HIGH SCHOOL	\$	80.00
<b>MIDDLE SCHOOL DRAMA DIRECTOR/SPLIT</b>		\$ 800.00
ASSISTANT – MIDDLE SCHOOL	\$	80.00

<b>ART ENRICHMENT - ICIS</b>	\$ 330.00
<b>MIDDLE SCHOOL ART CLUB</b>	\$ 330.00
<b>CTIA CLUB</b>	\$ 170.00
<b>ROBOTICS CLUB - ICHS</b>	\$ 330.00
<b>ROBOTICS CLUB - ICHS</b>	\$ 330.00
<b>ROBOTICS CLUB - ICMS</b>	\$ 330.00
<b>ROBOTICS CLUB - ICIS</b>	\$ 330.00
<b>ROBOTICS CLUB - ICIS</b>	\$ 330.00
<b>ACADEMIC COACHES</b>	
HIGH SCHOOL	\$ 570.00
HIGH SCHOOL	\$ 570.00
HIGH SCHOOL	\$ 570.00
HIGH SCHOOL	\$ 570.00
HIGH SCHOOL	\$ 570.00
MIDDLE SCHOOL	\$ 570.00
MIDDLE SCHOOL	\$ 570.00
MIDDLE SCHOOL	\$ 570.00
MIDDLE SCHOOL	\$ 570.00
<b>8<sup>TH</sup> GRADE TRIP SPONSOR</b>	\$ 200.00
<b>8<sup>TH</sup> GRADE TRIP SPONSOR</b>	\$ 200.00