

2020-2021

COLLECTIVE BARGAINING CONTRACT

BY AND BETWEEN

THE

NORTH NEWTON SCHOOL CORPORATION

AND THE

NORTH NEWTON EDUCATION ASSOCIATION

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## ARTICLE I

### RECOGNITION

A. **RECOGNITION STATEMENT.** The Board hereby recognizes the North Newton Education Association as the exclusive representative of all teachers in the School Corporation.

B. **DEFINITIONS:**

1. The term "teacher," when used in this Agreement, shall refer to all certificated personnel employed by the Board except the Superintendent, Administrative Assistant, Principals, Assistant Principals, Athletic/Student Activity Director, Head Varsity Basketball Coach, Head Varsity Football Coach, Director of Student Services, and Speech and Hearing teachers.

Upon approval by IEERB of the Agreed Unit Change filed 2020, the definition will read as follows:

The term "teacher", when used in this agreement, shall refer to all certificated personnel employed by the Board except the Superintendent, Administrative Assistant, Principals, Assistant Principals, Athletic/Student Activity Director, Head Varsity Basketball Coach, Head Varsity Football Coach, Director of Student Services, Director of Technology/Technology Integration Specialist, and Speech and Hearing teachers.

2. The term "School Corporation," when used in this Agreement shall mean North Newton School Corporation of the County of Newton, State of Indiana.

## ARTICLE II

### EFFECT OF AGREEMENT

A. **ENTIRE AGREEMENT CLAUSE.** This Agreement supersedes and cancels all previous agreements, whether verbal or written, between the School Corporation and the Association, as well as any alleged past practice of the School Corporation. This contract constitutes the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in an amendment hereto.

B. **SUPREMACY PROVISION.** The parties agree that this Agreement shall supersede any rules, regulations, policies or practices of the Board which would be contradictory or inconsistent with the terms of this Agreement. Any individual contracts between the

Board and an individual member of the bargaining unit shall be made subject to this Agreement.

- C. SUPREMACY OVER INDIVIDUAL CONTRACTS. If any such individual agreement made during the term of this Agreement contains any language inconsistent with this Agreement, this Agreement shall prevail.
- D. AMENDMENT. Any amendment or agreement adding to, subtracting from, or supplemental to this Agreement shall not be binding upon either party unless it is in writing and signed by each party.
- E. SEVERABILITY CLAUSE. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or applications shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. If any clause is found to be contrary to law, a mutually agreed date to bargain new language will be set by both parties.

### ARTICLE III

#### ASSOCIATION AND BOARD RIGHTS

##### A. PAY DEDUCTIONS

1. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for I-PACE, annuities, credit union or insurance. The North Newton School Corporation will place the deduction in the mail to the credit union and/or annuity company on or before the fifth (5th) weekday following the pay day the credit union and/or annuity deduction is withheld from the teacher's paycheck. A teacher may change once per quarter the amount of their previously authorized annuity deduction by submitting a written copy of their annuity deduction form or contract to the Superintendent's Office. Upon written notice by the teacher to the Superintendent's Office, the School Corporation will change the credit union deduction and annuity amount as instructed in the written notice. Any changes made pursuant to this subsection will take effect for the pay check immediately following the ten (10) calendar day period commencing with receipt by the Superintendent's Office of the written notice. The teacher, as in the case with any pay deduction, may cease such deductions at any time by written revocation to the School Corporation.

##### B. ASSOCIATION PRESIDENT LEAVE

The Association President or his/her designee shall be entitled to nine (9) days of absence each school year with pay for the purpose of conducting Association

business. If the Association has co-presidents, they will share the nine (9) day leave allotment. However, no more than two (2) days of absence will be used in any one building on the same work day, nor will there be more than five (5) teachers using such leave on any one day. By written mutual agreement between the Superintendent and the Association (Co) President(s), the total number may be increased and/or the daily limit may be modified.

#### ARTICLE IV

##### PERSONAL AND PROFESSIONAL LEAVE

###### A. PERSONAL LEAVE

Each full-time teacher employed under regular contract shall be entitled to four days of absence per school year without loss of pay for the transaction of personal business and/or the conduct of personal or civic affairs. If in any one school year the teacher shall be absent for reasons covered in this provision for fewer than four days, the remaining days shall be allowed to accumulate as sick leave days. A written statement shall be submitted to the office of the principal prior to the occurrence of such leave. The only reason that needs to be given is personal business except when personal business is requested on an emergency basis.

Use of personal business leave days preceding or following any school vacation, vacation days defined as the following: (a) Fall Break; (b) Winter Break; (c) Spring Break; (d) Thanksgiving weekend and; (e) Easter weekend when Good Friday has been designated as a school holiday, including the first and last day of the school year is only allowed when (1) a written request is submitted to the Office of the Superintendent; (2) along with documentation that the teacher will be or has been actually engaged in personal business that cannot be conducted at another time.

###### B. FAMILY BEREAVEMENT LEAVE

In the case of death in the immediate family of a regularly employed teacher, the teacher shall be entitled to be absent without loss of compensation for a period extending not more than five (5) consecutive school days, the first day being the day of death if the teacher is absent from school on such day, otherwise the first day shall be the day following the day of death. If the funeral or memorial service is not held within this five (5) day consecutive period, two (2) of the bereavement leave days may be utilized to attend the funeral or memorial service. Such absence shall be for the purpose of attending the last burial rites and attending to other personal matters of the immediate family member. "Immediate family" is interpreted as including only parent, child, spouse, brother, sister, mother-in-law, father-in-law, grandchild, legal dependent and any other member of the teacher's family who at the time of death was living as a member of the teacher's household, including miscarriage.

In the case of death of a spouse or child, an additional five (5) consecutive school days shall be granted.

However, a teacher who uses less than the aforementioned bereavement leave days for the teacher's immediate family may within one (1) year of the death use up to two (2) of any unused days to attend to business and legal matters arising from the death.

In the case of death of a grandmother, grandfather, brother-in-law, sister-in-law, uncle, aunt, niece, nephew, cousin, or any other person not a member of the teacher's family who at the time of death was living as a member of the teacher's household, the employed teacher will be entitled to be absent without loss of pay for two (2) consecutive school days. Days shall include the day of burial and the day immediately before or following, unless written permission given by superintendent.

In cases of significant travel needed to attend the funeral or memorial service that cannot be accomplished in the two-day period, the teacher may utilize up to two of any sick leave days which the teacher has accrued.

C. FUNERAL LEAVE

A teacher asked to serve as a pallbearer or participate in the services for a funeral will be excused without loss of compensation and such absence shall not be charged against sick leave.

D. JURY DUTY

A teacher called for grand or petit jury duty shall, during the required period of absence from duty assigned by the Board, be paid full regular salary; provided, the teacher transfers to the School Corporation the per diem amount earned by such teacher for jury duty.

E. EMERGENCY DAYS

The Superintendent may grant additional emergency days for valid reason subject to Board approval.

F. COURT LEAVE

A teacher subpoenaed to appear as a defendant in court resulting from activities relating to the teacher's employment with the School Corporation during the required period of absence from assigned duty, shall receive his/her full salary.

G. PROFESSIONAL LEAVE

In the belief that attendance at conferences, workshops, conventions and visitations to other systems or schools is desirable to maintain and improve professional

competence and proficiency, and enhance the educational program of the school district, teachers may be allowed to participate in such meetings. Teachers should request permission to attend the aforementioned functions as early as possible. Authorization to attend will be recommended to the Superintendent by the principal. If such a request is allowed the Board shall pay the teacher's regular salary and hire an appropriate substitute. Additionally, the Board, at its discretion, may reimburse teachers for appropriate expenses such as meals, lodging and registration fees. Teachers who are requested by the Board to attend conferences outside the School Corporation shall be reimbursed for appropriate expenses such as meals, lodging and registration fees.

#### H. FAMILY AND MEDICAL LEAVE ACT

Provisions Implementing the Family and Medical Leave Act. Teachers shall have the right to both the appropriate family and medical leave and the appropriate designated benefits provided by the Family & Medical Leave Act ("FMLA"). Any provision of this Contract which restricts any mandatory leave and/or mandatory benefit(s) of the FMLA will not have any effect for any teacher who has a right to a leave and/or benefit under the Act. The School Corporation may require a teacher to verify and/or certify any information which an employer may require under the FMLA and it may further elect any option available to it under that Act for any leave or benefit for which a teacher qualifies for under the FMLA but for which the teacher is not entitled under the specific language of this Contract. A teacher (1) who uses any paid leave other than the sick leave bank or unpaid leave available under this Collective Bargaining Agreement and (2) who also qualifies for FMLA leave will have such leave deducted concurrently from the leave to which they are entitled under the FMLA unless the teacher specifically requests in writing that the leaves not run concurrently. The teacher may elect to have the FMLA leave run separately commencing before the paid/unpaid leave begins, after the exhaustion of the paid/unpaid leave, or at any point in-between. For the purposes of FMLA, a year shall be defined as a rolling year.

### ARTICLE V

#### ILLNESS AND DISABILITY LEAVE

##### A. PAID LEAVE

1. SICK AND FAMILY ILLNESS LEAVE - Each full time teacher employed under regular contract shall be entitled to be absent from work due to personal illness, quarantine or serious illness of a member of the immediate family for a total of twelve (12) days the first year of employment and nine (9) days in each succeeding year without loss of compensation. If in any one school year the teacher shall be absent for such illness or quarantine less than the prescribed number of days, the remaining days shall be accumulative to a total of One Hundred Eighty (180) days. A teacher in any school year will be entitled to

utilize their annual entitlement of Sick and Personal Leave in addition to any accumulated Sick Leave days from previous year(s). At the end of the school year, the annual entitlement will be added to the accumulation up to the maximum limit of One Hundred Eighty (180) days for either transfer to another school corporation or use in the school corporation the next year. Immediate family for purposes of this paragraph shall mean only parent, child, spouse, or any other relative living at the time of illness as a member of the teacher's household.

2. **SUMMER EMPLOYMENT SICK LEAVE** - Teachers on summer employment as teachers with the School Corporation shall be eligible to use accumulated sick leave on the same basis as is used during the regular school year and shall be eligible to use any personal leave day(s) or family illness day(s) not used during the previous school year. Teachers who utilize sick leave for a summer school day that is scheduled for three or fewer hours, will have their sick leave charged by a half day unit.
3. **WORKMEN'S COMPENSATION LEAVE** - A teacher who is absent from work because of injury received on the job, which is covered by Workmen's Compensation, receives regular pay from his/her accumulated sick leave during the first five (5) days (chargeable against sick leave). After the first five (5) days the teacher will be paid by the School Corporation the difference between Workmen's Compensation and his/her regular pay, not to exceed the total dollar value of his/her total accumulated sick leave.
4. **CHILDHOOD COMMUNICABLE DISEASE LEAVE** - A teacher absent from work due to complications resulting from a childhood disease contracted in the course of the teacher's employment may request additional sick leave days. The Superintendent may, but shall not be required, to grant each request in part or in its entirety so that the teacher should not suffer a diminution of compensation before receiving Sick Leave Bank benefits.

## **B. SICK LEAVE BANK**

### **1. ADMINISTRATION**

During the term of the current agreement, a sub-committee made up of the parties respective bargaining teams will meet to address the current provisions of the sick leave and consider issues and concerns brought forward by either party for the purpose of revising the current program or implementing new language to improve the use and/or administration of the sick leave bank. The recommendation(s) of the sub-committee will be brought to the respective full bargaining teams for final approval and agreement, and if appropriate, implementation via a Memorandum of Agreement.

The purpose of the Sick Leave Bank is to relieve its members from undue financial burdens due to absence from work on a long term basis due to illness, injury or incapacitation sufficiently severe that it would make their presence in school inadvisable.

Employees seeking to utilize the Sick Leave Bank must fill out a Sick Leave Bank Form (Appendix E).

The Sick Leave Bank shall be Administered by a Committee of four (4) members, two of which will be appointed by the President of the Association, and two by the Superintendent.

- a. Each committee member shall be appointed for one (1) year and may be reappointed to each succeeding year.
- b. Vacancies on the Committee shall be filled before the next meeting.
- c. The entire membership of the Committee shall select one of their members to act as chairperson for the duration of the year.
- d. The Committee shall meet by October 1st and during the school year as needed. Special meetings may be called by the chairperson or at the request of the Committee members. A majority will be required to be present for any official action of the Committee.
- e. The Committee shall prepare, in conjunction with the Corporation Treasurer, an annual report of days contributed by each teacher, days used, and days accumulated in the Bank, and distribute this report to the President of the Association and the Superintendent. All records and information concerning the Sick Leave Bank must be kept at the central office.

## 2. CRITERIA FOR USE OF THE BANK

The Committee shall use only the following criteria for granting use of the Bank:

- a. All sick leave previously accumulated by the individual must be exhausted.
- b. The applicant must be a current participant in the Bank.
- c. Upon request, the applicant shall submit a certified review of his/her medical history and prognosis for return to work by the appointed or attending physician.

- d. Illness must be of serious nature. Seriousness will be determined by the Committee with the recommendation of the appointed or attending physician.
- e. Only one (1) request per teacher shall be granted during each contract year, unless approved by the Sick Bank Committee. The Sick Bank Committee may extend approved leave requests with additional documents as required under Art. V, Sec. B(2)(c). All requests submitted for use of Sick Bank and for donations of days to the Sick Bank must be on official forms. (Forms will be in the Central Office.)
- f. Days drawn from the Sick Bank must be used within 365 days from the day of incapacitation.

### 3. ELIGIBILITY FOR USE OF THE BANK

- a. Any full time, certified employee is eligible to participate in the Bank.
- b. Any teacher who is receiving any public funds or benefits derived from public funds as partial or full compensation for the illness or disability causing the absence, shall not be eligible for Sick Leave Bank credits.
- c. Any teacher who otherwise becomes eligible to receive Long-Term Disability Benefits shall not be eligible to use Sick Leave Bank days.

### 4. COMPOSITION OF THE BANK

- a. At the beginning of each school year, the Superintendent's office shall distribute a form on which donations of any number of days to the Bank can be made by certified employees. A minimum of one (1) day contributed is required to participate in the Bank.

A participating member of the Sick Bank, at any time, may contribute days to the Bank by obtaining an official form from the Central Office.

- b. Sick leave days donated to the Bank by a teacher are considered a permanent contribution to the Bank and are not transferable to another school corporation should the teacher leave the North Newton School Corporation.
- c. Any participating teacher finding it necessary to borrow Sick Leave days and subsequently electing not to return to active employment (should his/her health permit, eligibility to be determined by appointed or approved physician) with the North Newton School Corporation, or electing to accept employment elsewhere immediately following illness,

shall repay the North Newton School Corporation in cash for the Sick Leave Bank days borrowed in an amount equal to that paid his/her respective substitute during the time the teacher borrowed from said Bank, but in no case more than the teacher would have earned. In the event the teacher elects not to return to active employment (should his/her health permit), he/she shall repay this cash amount per year for five (5) years immediately following his/her eligibility to return to active employment. All unpaid balance shall be due at the end of the fifth (5th) year.

This requirement may be waived if the individual is terminated.

- d. The Committee may grant up to the number of days requested provided this request does not exceed ninety (90) days.
  - i. At no time may an individual member of the Bank be granted more than a total of one hundred eighty (180) days in any given three (3) year period.
  - ii. At no time may the Committee grant more days than currently available.
  - iii. If at any time the Bank falls below one hundred fifty (150) days, the Committee shall request contributions to the Bank. Every participating member must donate a day to remain a member. In the event that any member of the Sick Bank who has no sick days left when a contribution call is made, he/she will be allowed to finish that year as a member of the Sick Bank but "must" donate a day at the beginning of the next school year to remain a member.

## 5. MISCELLANEOUS PROVISIONS

- a. The granting of days is subject to availability but never shall be less than one's current contribution.
- b. In cases of emergency by mutual consent of the Board and the Association, any provision of this Agreement may be waived. The Committee shall determine the nature of the emergency.
- c. If appeal of any Committee decision becomes necessary, the final appeal will be to the membership of the Bank.
- d. Any cost other than administrative cost shall be borne by the participants. (These costs are limited to appointed physician's costs only.)

- e. Application for the granting of Sick Bank days may be made by the personal representative in cases where the individual employee is unable to do so.
- f. The total number of days contributed by any individual shall be a determining factor in granting use of the Bank.

C. LEAVES WHICH ARE A SALARY AND WAGE BENEFIT

1. SERIOUS FAMILY ILLNESS - A leave of absence without pay or increment of up to one (1) year may be granted for the purpose of caring for a sick member of the teacher's immediate family.
2. TEACHING IN A FOREIGN COUNTRY - Teachers may be granted a leave of absence to teach in a foreign country for up to one (1) year. Such teacher will be advanced accordingly on the salary schedule upon return to North Newton School Corporation. The leave may be extended for one (1) additional year by the Board of Education.
3. ADOPTIVE LEAVE - A teacher, who legally adopts a child or where such a leave is required for a teacher to be eligible for adoption, may request and will receive adoption leave, without pay, for a period not to exceed one (1) school year. The period of leave shall commence when the child is entrusted to the teacher or when the adoption is finalized. Back-to-back adoption leaves will not be granted. Both spouses may not receive adoption leave for the same child. Back-to-back adoptive leaves for the same child will not be granted and only one adoption leave will be granted a teacher in the event of adoption by the teacher of the spouse's children.
4. ASSOCIATION LEAVE - A leave of absence of up to four (4) years may be granted to any teacher upon application for the purpose of serving as an officer or staff member of the Association (local, state, and/or national). Upon returning from such leave, such teacher shall be placed at the next level on the salary schedule from their last year of employment and the teacher's other rights will continue from the point that the teacher commenced his/her leave.
5. UNPAID LEAVE - OTHER - The School Board may, in its discretion, approve an unpaid leave up to one school year. Approval will be on a case by case basis. Application for such leave shall be submitted to the Superintendent.

D. DISABILITY LEAVE

The following shall apply to leave in all cases where a teacher is unable to teach because of a disability substantial in nature or duration. Such physical disability shall include, among other items, disability arising from major surgery, physical illness,

mental illness or severe emotional disturbance, causing a disability for more than three (3) weeks.

1. **ANTICIPATED DISABILITY** - Where disability can reasonably be anticipated, as in the case of a scheduled operation, the following rules shall apply. (a) The teacher requesting leave shall notify the Office of the Superintendent of the expected time of leave as soon as reasonably possible. (b) The leave of absence shall begin at the end of a grading period, whenever possible, and (c) where the teacher's condition raises any serious problem to the teacher's health in the period prior to the beginning of leave, the School Corporation may request a statement from a teacher's physician as to the teacher's ability to continue teaching, and base the time leave begins on that statement.
2. **TIME OF RETURN TO TEACHING DUTIES** - Subject to the notice and other requirements set out in subparagraph 3 of this paragraph D, the teacher may resume teaching duties at such time as in the opinion of the teacher and the teacher's physician that the teacher is able to resume teaching. The School Corporation may, at its option, require the certificate of the physician to this effect.
3. **NOTICE OF RETURN TO TEACHING DUTIES** - As soon as reasonably determinable after the commencement of the disability leave, the teacher shall notify the Office of the Superintendent of the estimated time of return to teaching, or of the fact that the teacher does not intend to resume teaching duties, and shall, if intending to return to teaching, keep the School Corporation advised of any change in such estimated time. Teachers intending to resume teaching duties shall so notify the Office of the Superintendent as soon as they have recovered from their disability, and shall furnish the School Corporation proof of their continued disability at any time during such disability, if required by the Superintendent of Schools. Unless waived by the School Corporation, the teacher shall not be entitled to return to teaching duties unless at least thirty (30) days notice is given by the teacher of the intention to return to work.
4. **LIMITATIONS** - No leave under this policy may be granted for a period exceeding one (1) year. The School Corporation may grant consecutive leaves.
5. **SICK LEAVE** - Any teacher taking leave of absence under this policy may use any days of sick leave which the teacher has accumulated under I.C. 20-28-9-9 and 10 or under the School Corporation's sick leave policy, but shall be required, at the option of the School Corporation, to present a doctor's certificate of disability to justify such use of accumulated sick leave days.

#### E. PREGNANCY AND CHILDBIRTH LEAVE

1. **MAXIMUM LEAVE** - A teacher who is pregnant shall be entitled, upon request, to a leave of absence for a period commencing at the time of the physician's

certification of pregnancy through one (1) year following birth of the child subject to this section.

2. **MINIMUM LEAVE** - The leave shall begin no later than the date the teacher and the teacher's attending physician determine that she is no longer able to fulfill the requirements of her position.
3. **TIME AND NOTICE OF LEAVE** - Teachers are encouraged to commence and terminate such leaves to coincide with the end of the grading period. A teacher should notify the Superintendent in writing of the intention to take such leave as soon as possible and shall give such notice at least thirty (30) days prior to the date on which the leave is to begin or on the date that the teacher believes the leave will begin except in case of medical emergency. A teacher who provides notice of his/her intent to take leave may provide notice of a specific date that the leave would begin or notice that the teacher desires to work as long as possible. If a teacher provides notice that the teacher will work as long as possible, the teacher will continually consult with her principal as to the date that the leave probably could commence. Such notification shall also state the time of the intended return to teaching, or of the fact the teacher does not intend to resume teaching duties.

In case of the teacher desiring to extend her intended time of return to teaching, such intended time to return to teaching shall be extended providing the teacher makes her request to the Superintendent in writing and at least thirty (30) days prior to her intended time of return, unless a teacher is still disabled. In the event the request for an altered time to return is not made as designated herein the teacher may nevertheless make a request for an altered time to the Superintendent in writing, and such request may be granted at the Superintendent's discretion.

In the case of a teacher not intending to resume teaching duties, the notice shall set forth the effective date of the teacher's resignation.

4. **USE OF SICK LEAVE** - Any teacher taking leave of absence under this policy may use, by requesting in writing, any days of sick leave which the teacher has accumulated under the School Corporation's sick leave policy but shall be required, at the option of the School Corporation, to present a doctor's certificate of disability and/or personal physical inability to teach to justify such use of accumulated sick leave days. Such use of sick leave shall be listed to the teacher's personal disabilities directly related to her pregnancy and/or birth of the child. Even though a teacher is receiving sick leave benefits, the teacher shall be considered to be on unpaid leave.
5. **RENEWED LEAVE** - A teacher who is on leave pursuant to this paragraph, who becomes pregnant, may request an additional period of leave in accordance with the provisions of this paragraph.

F. GENERAL PROVISIONS RELATING TO DISABILITY LEAVE AND PREGNANCY AND CHILDBIRTH LEAVE

1. BENEFITS - Any teacher shall continue all insurance benefits while receiving pay from the School Corporation. In addition, the teacher shall have the option, if permitted by the applicable insurance carrier, to continue any insurance benefit at such teacher's own cost during any unpaid period of leave.
2. RIGHTS OF TEACHERS - No Disability Leave or Pregnancy and Childbirth Leave granted under this Agreement shall change the rights of a permanent, semi-permanent or non-permanent teacher. With respect to a non-permanent teacher, if the leave extends beyond the first day of May of any year, the School Corporation, if it desires not to renew the teacher's contract for the new school year, shall give the teacher notice on or before May 1 that the teacher's contract will not be renewed. In addition, credit for purposes of tenure for placement on the salary schedule shall be applied to such teacher as if the teacher had taught in the School Corporation throughout the leave period.
3. POSITION TO WHICH TEACHER RETURNS - Upon a teacher's return to work, the School Corporation shall assign the teacher to the same position held by such teacher when leave commenced or to a substantially similar position, except in the following instances: (a) where the position and such substantially similar position have been filled by a teacher pursuant to a temporary or regular teaching contract and in the case of a temporary contract, this exception applies only during the term of the temporary contract; (b) where the return is within three (3) weeks of the end of the semester. In either such event, the teacher shall be assigned a teaching position in the following order of preference: to any available position for which the teacher is qualified, or to a position as a full-time substitute. Such alternate assignment shall extend solely to the end of any current semester if the disability began within such semester. In any case, the teacher, if otherwise entitled to a contract at the commencement of the next school year, shall be assigned in accordance with the policies and applicable law governing reassignment as though the teacher had taken no leave, subject, however, to dismissal for reduction of staff in accordance with the procedures under applicable law.

G. NON-BIRTHING PARENT LEAVE

When a child is born, the non-birthing parent shall be afforded leave as dictated by the Family and Medical Leave Act ("FMLA"). Paid accumulated sick leave days may be used while a teacher is on FMLA leave.

H. MILITARY LEAVE

Military leave and protections for teachers who are absent due to military service shall be granted to any teacher consistent with federal and state law. This includes paid leave, unpaid leave, preservation of pay while on military leave, extension of benefits, and leave before returning to work, as dictated by law and for qualifying leave. Teachers must also properly notify the School Corporation as required by law.

## ARTICLE VI

### FRINGE BENEFITS

#### A. HEALTH INSURANCE

Any excess premium over the amount that the Board is to pay will be paid by the teacher. Any difference in premium shall be deducted from the teacher's salary twice a month in twenty-six (26) equal deductions.

- (a) Effective January 1, 2015 the School Corporation has become a member of the MASE Insurance Trust and the plans offered to teachers will be those benefit plans of the MASE Insurance Trust.
- (b) Effective with the January 1, 2021 premiums, the School Corporation will contribute the following annual amounts towards the premiums:

	<b>Single</b>	<b>Family</b>
Plan 1	\$7464	\$17472
Plan 2	\$6564	\$15240
Plan 3	\$5820	\$13392

- (c) Effective January 1, 2015 a "spousal carve-out provision" will be effective for any teacher participating in the School Corporation's group health insurance plan.
- (d) If employed the preceding year, coverage shall be continuous. Teachers are eligible for health insurance benefits effective the first day of the month following their first teacher day with the school corporation for which they receive a base contract payment.

#### 2. A Retiring Teacher's Right to Continue In the School Corporation's Group Health Insurance Plan

Immediately following retirement, the teacher and his/her spouse, if any, shall have the option of remaining in the Corporation's current hospital/major medical

insurance program, hereinafter referred to as group health plan, if all of the following conditions are met as of the date of retirement and thereafter.

- A. While the retired teacher and spouse, if any, are enrolled in the group health plan, the retired teacher and spouse shall pay the entire insurance premium applicable to the insurance coverage, with the annual payment to be made on or before the September 1 for the succeeding year or make arrangements for monthly payment of the premium; and
- B. Within ninety (90) days of the retirement date, the teacher has provided a written request to the School Corporation for participation in the group health plan coverage for the teacher and spouse, if any.
- C. A teacher has ten years of service and is at least 55 years old.

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

#### B. LIFE INSURANCE

The Board shall pay the full cost except One Dollar (\$1.00) (which will be paid by the teacher) of the Fifty Thousand Dollars (\$50,000) group term life insurance policy with a One Hundred Thousand Dollars (\$100,000) accidental death benefit for each teacher. The insurance carrier shall be selected by the Board. The benefit shall provide for "paid up life coverage" as set forth in the Memorandum of Agreement dated August 10, 1992 and shall be subject to the limitations outlined in the agreed to provider's master policy.

#### C. LONG TERM DISABILITY INSURANCE

The Board will pay all but One Dollar (\$1.00) (which shall be paid by the teacher) for a Long Term Disability Insurance Policy with a sixty-six and 2/3% of salary after a 90 day period of disability. Effective date of such insurance shall be January 1 of each year for teachers not employed in the School Corporation the preceding year. If employed the preceding year, coverage shall be continuous.

D. VISION INSURANCE

The Board will establish a group vision plan for all teachers who will be enrolled and participate in the vision plan. The teacher will have the option of either single or family coverage with a composite rate. The Board will pay all but one dollar of the composite rate for either the single or family plan, with the teacher paying the difference.

E. DENTAL INSURANCE

The board will establish a group dental insurance plan. The board will pay an amount respectively toward a single or family plan for each teacher who chooses to enroll equal to seventy-five percent (75%) of the dental insurance premium. The Board contribution to the single and family plan will be defined in terms of specific dollar amounts and that dollar amount will become the status quo between the parties.

F. LIABILITY INSURANCE

The Board shall continue in force through the term of this Agreement a liability policy with the dollar coverage for liability equal to or greater than the coverage for the 1986-87 school year.

1. Legal counsel is provided to advise the teacher of his/her rights and obligations with respect to assault or assault and battery and shall promptly render all necessary assistance to the teacher in connection with handling the incident by law enforcement and judicial authorities.

G. INSURANCE REFUNDS

In the event of any refunds by insurance companies of premiums paid by a teacher on a teacher related policy, such refund shall either be paid to the teacher who paid the premiums on a pro-rate basis or be applied to adjusted future premium payments on such insurance plan.

H. SOCIAL SECURITY/MEDICARE BRIDGE BENEFITS

1. Option To Elect Prior Existing Retirement Benefit
  - a. Teachers who will be eligible for retirement prior to the 2006-2007 school year with fifteen (15) years of teaching experience with the North Newton School Corporation, and will have attained the age of fifty-five (55), will be allowed to elect whether their retirement will be calculated using the Buy-out Replacement method or the prior retirement plan contained in Article X of the 2003-2004 Collective Bargaining Agreement with the understanding that the teacher will retire at the end of a school year and no later than the start of the 2006-2007 school year. The teacher must notify the Superintendent in writing of the teacher's retirement by no later

than November 12, 2004. There are a total of twenty-three (23) teachers who could be eligible to retire before the start of the 2006-2007 school year and be eligible for this option. Should less than that number elect the option under this section, then the number of teachers who do make an election will be subtracted from the number twenty-three (23) and that difference will be the number of teachers who may elect a similar election by retiring at the end of the 2006-2007 school year but before the 2007-2008 school year. If there are available slots, teachers must make this election by notifying the Superintendent in writing of the teacher's retirement by no later than November 19, 2004. Should more teachers decline this opportunity than the maximum number of teachers eligible then this opportunity will be provided by the most senior.

- b. Teachers who do not qualify for letter a. above and do not qualify for the North Newton Replacement Retirement Savings Plans, Article X, Section J , and who will qualify for Article X, H. Terminal Leave will be allowed to elect that option. The teacher must notify the Superintendent in writing of this election by no later than November 12, 2004. This election does not have to establish a retirement date.
- c. An individual who was last employed prior to June 30, 2004 and is a bargaining unit member at the time of retirement from employment who does not qualify or elect the retirement option contained in the preceding paragraph will be eligible for the following retirement benefits provided the teacher has otherwise satisfied the requirements and conditions described below.

## 2. Early Retirement Incentive Benefits Buy-out

Effective Date: The following amendments are made to the Contract Agreement between the North Newton Board of School Trustees and the North Newton Teachers Association, signed the 1st day of November, 2004. These amendments shall be effective with respect to any teacher retiring on or after the 1st day of November, 2004. Any teacher who has retired before the effective date will only be entitled to those benefits contained in the Contract Agreement as of the time of his or her retirement, but as may be otherwise revised from time to time.

## 3. Early retirement buy-out

An individual who was last employed during the 2003-2004 school year, did not retire prior to the start of the 2004-2005 school year, and is a bargaining unit member at the time of retirement from employment will be eligible for the following retirement benefits provided the teacher has otherwise satisfied the requirements and conditions described below.

#### 4. Buy Out of Retirement Benefits Methods

##### (a) Elimination of Prior Agreement's Retirement Benefit

The Board and the Association specifically reserved the authority to revise or terminate the retirement benefits contained in earlier agreements. Exercising this authority, the Board and the Association now confirm that Article X, I. SOCIAL SECURITY/MEDICARE BRIDGE BENEFITS in the Agreement immediately before this amendment's effective date is terminated and shall not apply to any teacher retiring or severing employment with the school corporation on or after this amendment's effective date, except as otherwise specifically provided in Section I(1)(a) and (b) of this Article. Those teachers who retired or severed employment before the effective date shall only be entitled to the retirement benefits contained in the prior agreement as of the time of his or her retirement, but as may be otherwise revised from time to time.

##### (b) Entitlement to Retirement Benefits and Vesting Requirements

Upon retirement from the North Newton School Corporation, a teacher who was last employed prior to June 30, 2004, shall be fully vested in the retirement benefits described in this Article if the retiring teacher has satisfied the following requirements:

- i) The teacher was last employed and worked prior to June 30, 2004 and is still employed in the 2004-2005 school year.
- ii) The teacher has attained the age of fifty-five (55).
- iii) The teacher has been employed for at least fifteen (15) years at the North Newton School Corporation.
- iv) The retiring teacher must notify the superintendent in writing prior to March 1st of the year when retirement is to begin. However, in the event a teacher is unable to give the required notice because of an accident, ill health, or for another unforeseen reason, the Board shall accept the teacher's late letter of resignation.

##### (c) Actuarial Determination of Value of the Current Retirement Bridge and Benefits

The Educational Services Company, (ESC) has been selected to determine the present value of the unfunded benefits and retirement bridge benefits described in the prior agreement. In making this present value determination, ESC shall use the following assumptions:

- i. The assumed interest rate for the purpose of determining the present value is 4.0 percent (4.0%) for the first two years, 6.0 percent (6.0%) for the following two years, and 7.50 percent (7.5%) thereafter. However, for post-retirement cash flow purposes, a 4.00 percent (4.0%) interest rate shall be used.
- ii. It is assumed that an employee terminates employment at the end of the school year in which the employee attains age fifty-eight (58) or at the end of the current year if the individual is already age fifty-eight (58) or older. If an employee continues employment after the attainment of age fifty-eight (58), the employee does continue to receive all ongoing board contributions to the 401 (a) and VEBA, to the extent that the teacher is otherwise eligible for any other ongoing contribution under this contract and the employee does continue to share in any future forfeitures.
- iii. The board's contribution to the annual post-retirement single or family health insurance premiums will be assumed to be Four Thousand four hundred fifteen dollars (\$4,415.00) ) and may grow at an assumed interest rate of 10% annually, not to exceed seven thousand one hundred twenty six dollars (\$7,126.00). Irrespective of the teacher's anticipated date of retirement, no further increase in this annual cost is to be assumed. Furthermore, payments will be deemed to terminate when the individual would otherwise be eligible for Medicare.
- iv. The anticipated amount of the retirement bridge shall be determined using the amount of annual benefit described in Section I. 6. of Article X of the prior agreement. However, it is assumed that individuals do not retire until the later of: (a) the attainment of age fifty-eight (58), or (b) satisfaction of the eligibility requirements of Section I (5)(b) of this Article X.
- v. Using the method of calculation described in Article X of the prior agreement, the benefit for each employee will be determined, subject to the following adjustments:
  - a.) The removal of FICA.
  - b.) The employee's years of service will be increased by 1 year for each year prior to attainment of the age of 58.
- vi. The present value of the future benefits payments will be reduced by the Social Security and Medicare taxes (FICA) that would have

been payable if the benefits and retirement bridge had been paid directly to the employee.

- vii. The turnover rate assumption shall be 4.1 percent (4.1%).
- viii. Amounts forfeited upon termination of employment because of the failure to meet the applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently rehired or re-employed by the school corporation. However, if the Board approves a leave of absence for an employee, such period of leave shall not result in forfeiture, provided the employee shall promptly return to employment following the expiration of the period of leave.
- ix. The present value of the benefits and early retirement under the prior agreement shall be calculated, effective as of June 30, 2004.
- x. To confirm the accuracy of the underlying information to be used in the present value calculations, each teacher shall be provided with his or her basic data that will be used in the calculations, including, but not limited to, the following information as of the June 30, 2004: base salary, age and years of service. The ESC shall assist in the preparation of this verification sheet for each teacher. However, the Board will have the responsibility to forward the verification sheets to the respective teachers. Any corrections must be returned to the Board within fourteen (14) calendar days as final calculations will be prepared and the contributions hereinafter described will be commenced after such date. Corrections not returned to the Board within fourteen (14) calendar days shall be disregarded.

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

(d) Buy Out Contributions.

- i) VEBA.  
The school corporation shall contribute to a voluntary employees' beneficiary association ("VEBA") as described in section 501(c)(9) of the Code, that amount representing the present value of the group health insurance benefits as calculated for all employees under subsection c above. The organization administering the VEBA account shall be made by mutual agreement. The terms and conditions for the administration and operations of the VEBA shall be as follows:

- a) The amount calculated for each employee will be invested in a separate VEBA account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the vendor for the VEBA.
- b) The employee shall have access to the assets held in his or her separate VEBA account.
- c) Following retirement and the satisfaction of the requirements set forth in Section 3 of this Article, a retired employee may use the amounts held in his/her separate VEBA account to pay health insurance premiums, and to be reimbursed for unreimbursed medical expenses of the employee, spouse, and dependents. Furthermore, following the death of an employee who had otherwise satisfied the requirements of Section 3 of this Article, any amounts remaining in the deceased employee's VEBA account may continue to be used to pay these premiums and expenses of the employee's spouse and dependents. At no time may the VEBA make loans to an employee, his/her spouse, or his/her dependents.
- d) If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in Section I(4)(b) of this Article, the terminated employee's VEBA account shall be forfeited.
- e) The forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA accounts in a manner similar to that used in initially determining the present value calculations. Therefore, the VEBA accounts of the following employees will not share in the reallocation of a forfeiture of a VEBA account:
  - (i) Employees who forfeited their VEBA accounts in the same year; or
  - (ii) Employees who previously forfeited their VEBA accounts.

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

- (f) All costs incurred in the administration of the VEBA and investment fees shall be paid from the VEBA assets.

- ii) 401(a) Plan.

The school corporation shall establish a qualified retirement plan as described in section 401(a) of the Code. The total sum of the amount calculated by ESC as the present value for the retirement pay and benefits shall be contributed by the school corporation to the 401(a) plan will be within thirty (30) days of the receipt of the Bond proceeds and establishment of the 401 (a) plan. The organization administering the 401 (a) account shall be made by mutual agreement. The 401(a) plan's terms and conditions for the administration of the 401(a) plan shall be as follows:

- a. The amount calculated for each employee will be invested in a separate account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the 401(a) Plan.
- b. Until such time that an employee has retired and satisfied the eligibility requirements set forth in Section 3 of this Article, the employee shall have no access to the assets held in his or her separate 401(a) plan account.
- c. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in Section 1(4)(b) of this Article, the terminated employee's 401(a) plan account shall be forfeited.
- d. The forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate 401(a) plan accounts in a manner similar to that used in initially determining the present value calculations. Therefore, the 401(a) plan accounts of the following employees will not share in the reallocation of a forfeiture of a 401(a) plan account:
  - i. Employees who forfeited their 401(a) plan accounts in the same year; or
  - ii. Employees who previously forfeited their 401(a) plan accounts.

Furthermore, 401(a) plan accounts of employees who have attained the age of fifty-nine (59) or older, but have not

terminated employment may share in the reallocated forfeiture, but on a reduced basis.

- e. Following retirement and the satisfaction of the requirements set forth in Section 3 of this Article, a retired employee may elect to commence distributions from his 401(a) plan account. If an employee dies after having satisfied the requirements of Section I(4)(b) of this Article, the deceased employee's 401(a) plan account shall be distributable to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made. At no time may a participant borrow from his 401(a) plan account.
- f. All costs incurred in the administration of the 401(a) plan and investment fees shall be paid from the 401(a) plan assets.

(e) Future Adjustments

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

I. NORTH NEWTON REPLACEMENT RETIREMENT SAVINGS PLANS

1. Board Contribution

Teachers whose first day of work for the North Newton School Corporation was after June 30, 2004, THAT ARE NOT PART OF THE BUY-OUT GROUP will receive an on-going contribution of 1.25% of their base salary in equal monthly payments by the first of each month commencing October 1st. The initial retroactive payment for the 2004-2005 school year will be made the month following thirty days of the establishment of the 401(a) and VEBA Program. The NNEA and the Administration agree the 1.25% contributions will be apportioned with .50% deposited into the VEBA and .75% deposited into the 401(a).

2. Vesting

Teachers receiving contributions under this section will be fully vested in the program after ten (10) years of experience in North Newton. Teachers who leave employment prior to being vested will have the value of their accounts forfeited. Any forfeiture amounts will be transferred from the teacher individual account but will remain in the respective plan(s) to be used on an offset for the school corporation's future annual contribution(s) to that plan.

J. SECTION 125 FLEXIBLE FRINGE BENEFIT PLAN

At the time of the execution of this current contract, the School Corporation is providing for teachers a Section 125 Flexible Fringe Benefit Plan of which the legal maximum amount of the regular teacher salary will be diverted into the Flexible Fringe Benefit Plan. The Flexible Fringe Benefit Plan will contain a second generation program with the individual teacher paying the administrative cost and the School Board paying the annual fee which is less than Three Hundred Dollars (\$300.00) per year for the Flexible Fringe Benefit Plan. The School Corporation will amend its Section 125 Plan to include retired teachers who receive terminal leave or Social Security/Medicare Bridge Benefits payments.

K. TEACHER'S CONTRIBUTION TO THE TEACHERS RETIREMENT FUND

The Board shall pay the teacher's contribution of an amount equal to three percent (3%) of the teacher's salary to the Indiana State Teachers Retirement Fund ("ISTRF"), and in addition to the amounts usually considered teacher's salary, the first \$2,000 of any benefit which accrues to a teacher under either the Terminal Leave provision or Social Security/Medicare Bridge Benefits provision of this Agreement.

L. SERVING AS A SUBSTITUTE TEACHER DURING RETIREMENT

A teacher who retires from the North Newton School Corporation may work as a substitute teacher at North Newton without affecting any of their retirement benefits under this or former Collective Bargaining Agreements.

M. TEACHER LONGEVITY/LOYALTY INCENTIVE

The Board shall provide a teacher longevity/loyalty incentive for continuous employment as a teacher in the district. For teachers who reach the 5<sup>th</sup> year of continuous full time employment in the district, during or after the 2019-2020 school year, the teacher will receive a \$500 contribution to the teacher's 401(a) account in the following year. Upon completion of each additional 5 years of continuous full time employment with NNSC, teacher will receive an additional \$500. For example, in the 6<sup>th</sup> year for the first 401(a) payment of the school year, the teacher will receive \$500 401(a) contribution, in the 11<sup>th</sup> year the teacher will receive \$500 401(a) contribution, etc. This contribution is subject to 401(a) vesting rules and all other 401(a) rules.

ARTICLE VII

## COMPENSATION AND EXPENSES

### A. SALARY

#### 1. Performance Based Compensation

For the 2019-2020 contract year, teachers who meet the following factors will advance one level on the Salary Scale (Appendix A). The factors for advancement on the Salary Scale are as follows:

- a) Evaluation – To be eligible for placement on the Salary Scale, the teacher must have received an evaluation rating of “highly effective” or “effective” for the prior school year. Evaluation rating contributes \$600 towards the teacher’s base salary increase.
- b) Experience – Teachers who were employed by the School Corporation worked for at least 120 days in the previous school year and were employed on December 1, 2020 are eligible for a base salary increase that equals \$200 .
- c) Teachers who receive an evaluation ranking of “needs improvement” or “ineffective” for the prior school year are ineligible for any raise or increase for the current school year.

The status quo for teachers' respective salaries at the end of this Agreement will be their salary set under this Agreement.

Teachers who were employed with the School Corporation at least 120 days in the previous school year will receive a stipend in the amount of \$1,000 pro rata based upon periods taught.

Any increase to the salary base for teachers will be retroactive to the start of the current school year.

*Redistribution.* The Board and the Association do not anticipate a need to redistribute monies allocated for teachers who need improvement or are ineffective. However, if redistribution of monies paid to teachers rated “ineffective” or “needs improvement” is required, then the School Corporation will equally redistribute the amount among the highly effective and effective teachers by way of a stipend paid out no later than May 1, 2020.

*Salary Range.* The salary range is \$34,000 to \$67,600, not including current year increases or TRF contributions.

- 2. Starting Salary Teachers new to teaching and North Newton employment will be paid initially his/her first year \$34000. Those teachers will not be eligible to

receive any increase for the current school year based on Section A(1) above. The Superintendent shall have the authority to place a teacher on the Salary Scale (Appendix A) at no more than three levels above or below his/her salary at his/her previous school employer. A teacher with no experience shall be placed at Level A. If a shortage of qualified applicants occurs, the Superintendent, after meaningful discussion with the Association President may go beyond the parameters listed above but shall not exceed the maximum salary in that school year.

3. The first payday shall be the second Friday of the school year. Teachers shall receive their checks at their regular building on regular school days every two weeks during the regular school term. Teachers contracted salary shall be divided into 26 payments. Except as otherwise specifically provided in this section, but otherwise in accordance with section 409A of the Internal Revenue Code and the Treasury Regulations thereto ("409A"), the time or schedule of any payment of salary will not be accelerated.

Teachers retiring pursuant to Indiana State Teacher Retirement Fund at the end of the school year will receive their remaining pay before the end of June. Teachers resigning at the school year but not retiring pursuant to Indiana State Teacher Retirement Fund will receive their pay on either the 26 paycheck schedule or if the teacher qualifies for early payout pursuant to subsection 3 below, payment before June 15<sup>th</sup>.

A teacher who dies or who resigns from employment during the school year will receive their remaining pay in the pay check for the pay period immediately following the pay period in which the teacher died or had their last paid day.

It is intended that the foregoing provisions will comply with the provisions of 409A, so as to prevent the inclusion in gross income of any benefit accrued hereunder in a taxable year that is prior to the taxable year in which such amount would otherwise be actually distributed or made available to the teacher. The foregoing provisions of this section shall be construed and administered in a manner to comply with 409A and shall not be amended or terminated in a manner that would cause a teacher's salary to be subject to early inclusion in income as provided in 409A.

4. Summer checks shall be mailed to the address designated by the teacher or picked up by the teacher at the central office.
5. Up to thirty teachers may have an option of receiving summer payments in a lump sum payment. The lump-sum payment will be paid on or before June 15. Teachers who have opted for the lump sum payment for the 1999-2000 school year will be grandfathered as long as the teacher does not elect to discontinue receiving their lump sum payment by providing written notice on or before July 1 that the teacher no longer desires to continue receiving their lump sum payment

for that coming school year. Teachers who are not grandfathered have an option for such lump sum payment by notifying in writing to the School Corporation on or before July 1 of the school year for which the actual lump sum payment is desired or one week after hiring, whichever is later. Should there be more than thirty teachers who are (1) grandfathered and receiving such lump sum payment and (2) request a lump sum payment for that school year, the thirty teacher limit will be applied as follows:

- a. First, all grandfathered teachers who receive a lump sum payment the prior year will be eligible for the lump sum payment;
  - b. Second, teachers who are not grandfathered and provide written irrevocable notice to the School Corporation by July 1 for the coming school year that the teacher desires to opt for such a payment will be eligible if the total (including requesting and grandfathered teachers) does not exceed thirty teachers. Notices are irrevocable for that particular school year and are subject to the payout provisions for death and employment termination in mid-contract as provided in subsection 1 above. Should in any year the total of (1) the grandfathered teachers and (2) those electing to have a lump sum payment for that year exceed the maximum of thirty teachers, the number of those non-grandfathered teachers eligible will be the difference between the number of grandfathered teachers and the maximum limit of thirty. In such a case, the eligible non-grandfathered teachers will be determined by the most senior based on their contractually defined seniority.
6. All teachers will be paid by direct deposit.
  7. Per diem shall be defined as annual salary divided by one hundred eighty three (183).
  8. Only public school teacher experience under a regular teacher contract will be recognized for initial placement on the salary grid.

#### B. NEGOTIATED EXTRACURRICULAR PAID ACTIVITIES

The pay for certain negotiated extracurricular activities during the term of this Agreement shall be as set forth in Appendix "B" attached hereto. The parties understand that the provisions of this paragraph in no way limit the payment for and the establishment of other extracurricular activities not designated in Appendix "B". The parties further understand that the Board retains its sole authority to hire, promote, assign, transfer, retain or remove any person from any or to any position for which additional compensation is paid.

#### C. PAYMENT FOR EXTRACURRICULAR DUTIES

Payment for extracurricular duties shall be paid in a lump sum to the teacher performing such duties at the completion of such duties in accordance with the following schedule:

Cross Country,	- 2 <sup>nd</sup> pay check in November
Football,	
Girls Volleyball,	
Girls Golf	
Academic Competitions, if completed	
Wrestling,	- 2 <sup>nd</sup> pay check in March
Boys and Girls Swimming,	
Boys Basketball,	
Girls Basketball,	
Cheerleading Sponsor,	
Cheerblock Sponsor,	
Junior High Cheerleading Sponsor	
Spartanette Sponsor	
Academic Competitions, if completed	
Boys and Girls Track,	- 1 <sup>st</sup> pay check in June
Baseball, Golf,	
Junior High Swimming	
and all other	
extracurricular activities	
Summer Band	- 1 <sup>st</sup> pay check in August

The payment for Play Sponsor will be made within thirty (30) days of the written notification by the Sponsor of the completion of his/her duties attendant to the approved play.

This payment will be made to teachers in the same check as their regular payroll check for their regular teaching salary, with the summary indicating the amount for extracurricular pay and the regular teaching salary pay separately.

#### D. CAR ALLOWANCE

A teacher who is not provided with a car by the School Corporation and who is authorized by a designee of the Board in writing to use his/her own automobile in pursuance of assigned school duties, shall be reimbursed at the Internal Revenue Service reimbursement rate.

#### E. CREDIT FOR MILITARY SERVICE

Credit on the Salary Schedule for military experience shall be calculated as follows:

1. Eight (8) months of either military service or military service combined with teaching experience shall be equivalent to one year teaching experience,

provided such service shall occur within the school year beginning July 1 and ending June 30.

2. Military experience substituted shall not exceed four years.
3. The provisions of this section shall apply to all veterans who took the oath of allegiance, wore the uniform, served in either combat or non-combat units, and were discharged under honorable conditions.

Teachers who have been granted salary schedule experience for military experience prior to the 1987-88 school year on a basis which is more favorable than the above calculation will maintain that salary experience granted by other calculation methods.

In order to receive credit on the salary schedule for military service, a teacher must provide the School Corporation with the requisite verification by September 1st or thirty (30) days after employment in order to receive credit for military service. If verification is provided after the deadline, the teacher will receive salary schedule credit the following school year. Once a teacher has provided the requisite information, the teacher does not have to provide the verification each school year.

#### F. SALARY REOPENER

Should the terms of this negotiated collective bargaining agreement, due to funding reductions, decreased enrollment, benefit cost increases and/or other increased expenditures on the school corporation, create the possibility to deficit finance as that term is defined by IC 20-29-6-3, the parties will at the earliest opportunity meet to bargain for the purpose of avoiding the deficit and reducing and/or altering other controllable expenditures.

#### G. CRIMINAL BACKGROUND CHECK

The School Corporation shall pay the cost of any and all expanded criminal history checks and expanded child protection index checks that are required by the School Corporation or per IC 20-26-5-10.

#### H. NEW TEACHER ORIENTATION

A teacher required to attend new teacher orientation shall receive a \$100 stipend.

#### I. ATHLETIC SPORTS PASS

All teachers will be provided one (1) single athletic sports pass to attend North Newton home games, to be used during the 2020-2021 school year. Athletic passes are not good for sectional play and/or conference tournaments.

### ARTICLE VIII

## GRIEVANCE PROCEDURE

### SECTION 1. DEFINITIONS

1. A grievance is an alleged violation or claimed misinterpretation of a specific article or section of this Agreement.
2. The terms "teacher" and "grievant" include any individual or group of individuals in the bargaining unit.
3. The term "day" when used in this Article shall mean teacher days (as that term is used in the school calendar or 182 days for the 1992-93 school year). During the summer recess, the term shall mean weekdays (Monday through Friday).

### SECTION 2. GRIEVANT AND REPRESENTATION

An individual teacher, or group of teachers, may present a grievance and may do so through the exclusive representative, and the exclusive representative may thus be given an opportunity to be present at all stages of the grievance machinery. The adjustment of all grievances shall not be inconsistent with the terms of this contract.

### SECTION 3. PROCEDURE

#### Step One

A grievance may be initiated in one (1) of the following ways:

1. The teacher may approach the building principal concerned and discuss the matter in his/her own behalf.
2. The teacher may request that a representative of the Association accompany the teacher and in such case the building supervisor shall not initiate any consultation with the grievant prior to any scheduled meeting at which the representative is to be present.

#### Step Two

In the event the grievance is not resolved in Step One, the grievant may file a formal grievance in writing with the building principal on the form shown in Appendix "C".

1. The grievance form shall be filed in quadruplicate with one (1) copy for the Association, the grievant, the building principal, and the school central offices.
2. The grievance shall (1) name the other individual(s) involved, if any, (2) state the facts giving rise to the grievance, (3) identify the specific provisions of this

Agreement alleged to have been violated or misinterpreted, (4) state the contention of the grievant with respect to the grievance, (5) indicate the specific relief requested, and (6) be signed by the grievant(s).

3. The form of grievance should be filed as soon as possible, but any grievance not presented in writing in Step Two within twenty (20) days of the time the grievant knew, or reasonably should have known, of the grievance shall be deemed waived and shall not be processed.
4. The teacher may request a meeting with the building principal and the Association representative may accompany the grievant. In any event, within five (5) days after receiving the written grievance, the building principal shall communicate his/her answer in writing to the grievant and the Association representative, and said answer shall be attached to the grievance.

### Step Three

1. If the grievance is not resolved in Step Two, the teacher may, within five (5) days of receipt of the building principal's answer, appeal to the Superintendent, or his/her designee, by filing the grievance and the principal's answer, along with a written response of the teacher, if desired, with the Office of the Superintendent, which shall receipt therefore. Any such response by the grievant shall be attached to the grievance.
2. The teacher may request a meeting with the Superintendent, or his/her designated representative, and the Association representative may accompany the grievant. The Superintendent, or his/her designated representative, shall give the teacher an answer in writing no later than ten (10) days after receipt of the written grievance properly filed in the Office of the Superintendent. Such answer shall be attached to the grievance.

### Step Four

If the grievance is not satisfactorily resolved in Step Three, or if the Superintendent fails to answer the grievance as required, the grievant and/or Association may within ninety (90) working days of the date the decision should have been rendered, appeal to a court of competent jurisdiction. Failure of the grievant and/or Association to file such an appeal within ninety (90) working days shall result in waiver of the grievance and any appeal thereof.

## SECTION 4. OTHER PROVISIONS RELATING TO THE GRIEVANCE PROCEDURE

1. At his/her option, a teacher may bypass Step One of this procedure.
2. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

3. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant(s) and are not valid bases for evaluations.
4. Time limits herein may be extended only by mutual agreement, signed by the parties.
5. Time limits herein apply to teachers on leave of absence, other than sick leave, as if such teachers were present and working.
6. All steps of the grievance procedure shall be conducted during a time that is mutually convenient to both parties.
7. If there is a failure at any step to communicate the decision on a grievance within the specified time limit, the grievant shall then have the right to appeal at the next step of the procedure.
8. Any grievance not advanced from one step to the next within the time limits, shall be deemed resolved by the answer at the previous step.
9. The local Association may file a system wide grievance at Step 3 subject to the time limit designated in Step 2, paragraph 3.

ARTICLE IX

TERM OF AGREEMENT

This Agreement shall be effective as of July 1, 2020, and shall continue in effect through June 30, 2021, with the exception of those provisions which specifically go into effect or expire by their terms at such other date.

THE BOARD OF SCHOOL TRUSTEES  
OF THE NORTH NEWTON SCHOOL  
CORPORATION

By: [Signature]  
President

By: [Signature]  
Secretary

By: [Signature]  
Chief Negotiator

Date Ratified by the Board of School  
Trustees

November 9, 2020

THE NORTH NEWTON  
EDUCATION ASSOCIATION

By: [Signature]  
President

By: [Signature]  
Bargaining Team Member

By: [Signature]  
Bargaining Team Member

Date Ratified by the North Newton  
Education Association

October 20, 2020

## APPENDIX A

Level	BS	BS15	MS OR BS30	MS15 OR BS45	MS30 OR BS60
A	34000	35600	37200	38800	40400
B	34800	36400	38000	39600	41200
C	35600	37200	38800	40400	42000
D	36400	38000	39600	41200	42800
E	37200	38800	40400	42000	43600
F	38000	39600	41200	42800	44400
G	38800	40400	42000	43600	45200
H	39600	41200	42800	44400	46000
I	40400	42000	43600	45200	46800
J	41200	42800	44400	46000	47600
K	42000	43600	45200	46800	48400
L	42800	44400	46000	47600	49200
M	43600	45200	46800	48400	50000
N	44400	46000	47600	49200	50800
O	45200	46800	48400	50000	51600
P	46000	47600	49200	50800	52400
Q	46800	48400	50000	51600	53200
R	47600	49200	50800	52400	54000
S	48400	50000	51600	53200	54800
T	49200	50800	52400	54000	55600
U	50000	51600	53200	54800	56400
V	50800	52400	54000	55600	57200
W	51600	53200	54800	56400	58000
X	52400	54000	55600	57200	58800
Y	53200	54800	56400	58000	59600
Z	54000	55600	57200	58800	60400
AA	54800	56400	58000	59600	61200
AB	55600	57200	58800	60400	62000
AC	56400	58000	59600	61200	62800
AD	57200	58800	60400	62000	63600
AE	58000	59600	61200	62800	64400
AF	58800	60400	62000	63600	65200
AG	59600	61200	62800	64400	66000
AH	60400	62000	63600	65200	66800
AI	61200	62800	64400	66000	67600

AJ	62000	63600	65200	66800	68400
AK	62800	64400	66000	67600	69200
AL	63600	65200	66800	68400	70000
AM	64400	66000	67600	69200	70800
AN	65200	66800	68400	70000	71600

## APPENDIX B

### NEGOTIATED EXTRACURRICULAR ACTIVITIES

#### Extracurricular Activities

H.S. Academic Competition (Per Coach)	600
J. H. S. Academic Competition (Per Coach)	600
Elementary Academic Coach	600
National Honor Society	1,519
National Junior Honor Society	600
Senior Class Sponsor	759
Junior Class Sponsor	1,139
Sophomore Class Sponsor	456
Freshman Class Sponsor	456
Yearbook Sponsor: High School	1,822
Newspaper Sponsor	1,443
H.S. Varsity Cheerleader Sponsor	2,126
H.S. JV. Cheerleader Sponsor	1,367
Junior High Cheerleader Sponsor	1,215
Drama Club	1,367
Spanish Club	600
French Club	456
SADD Sponsor	516
Little Hoosier - Per School	516
Corporation Band Director	2,581
Summer Band Director	638
Environmental Team - Per Approved Contest	364
High School Choral Director	1,063
Elementary Choral Director	759
Math Contest Sponsor: Per Approved Contest	364
BPA	1,063
FFA (2 Positions – for information purposes only and not bargained)	2,581
High School FCCLA	2,581
Junior High FCCLA	1,777
Science Olympiad	600
Speech and Debate: Per Approved Contest - Limit 4	364
Student Council	2,581
Junior High Student Council	1,063
Elementary Student Council	850

Media/Web Specialist – High School (1 position – for informational purposes only and not bargained) 2020-2021 school year only	1200
Media/Web Specialist – Elementary (3 positions – for informational purposes only and not bargained) 2020-2021 school year only	800
Media/Web Specialist starting June 15, 2021	800
DEPT. HEADS {see note at the end }	
Career and Technical Education (Ag, IT, FACS, Business)	574
Fine Arts (Choir, Band, Art, Physical Education)	574
Language Arts (English/Language Arts, Foreign Lang.)	574
Mathematics	574
Science	574
Special Education	574
Social Studies	574
Spartanette Sponsor	1,063
New Club (For Each Approved Pilot Program	550
Varsity Football	
Head Varsity Assistant	3,644
Varsity Assistant	2,430
Varsity Assistant Fresh/Soph Football	1,746
Head Junior High	1,822
Assistant J.H./7th Grade	1,519
Conditioning (3 Positions - Fall, Spring, Summer-for informational purposes only and not bargained)	638
Cross Country (Co-Ed)	
High School	3,644
Junior High	1,746
Swimming (Co-Ed)	
Varsity Head Coach (Co-ed)	3,644
Varsity Assistant (Co-ed)	1,898
Junior High (Co-ed)	1,822
Basketball - Boys	
Junior Varsity	3,644
Freshman	2,581
8th Grade	2,171
7th Grade	2,171
Elementary Boys Intramural (Per Approved Position)	941
Basketball- Girls	
Varsity Head Coach	5,740

Junior Varsity	3,644
Freshman	2,581
8th Grade	2,171
7th Grade	2,171
Elementary Per Approved	941
Softball - Girls	
Varsity Head Coach	3,644
Varsity Assistant	2,202
Junior Varsity	1,974
Wrestling	
Varsity Head Coach	3,644
Junior Varsity	2,202
Junior High	1,519
H.S. Track (Boys)	
Varsity	3,644
Assistant Varsity	2,430
H.S. Track (Girls)	
Varsity	3,644
Assistant Varsity	2,430
J.H. Track (Co-Ed)	
Junior High Head Boys & Girls Track	1,670
Junior High Assistant	1,139
Baseball	
Varsity	3,644
Assistant Varsity	2,202
Junior Varsity	1,974
Golf Boys	2,126
Golf GIRLS	2,126
Volleyball	
Varsity	3,644
Junior Varsity	2,202
Freshman	1,215
8th Grade	1,746
7th Grade	1,746
Elementary Per Approved Position	941
Tennis	2,126
Summer Enrichment Program (\$15.00/HR./Person)	
ISTEP Summer School ( Per Diem)	
Saturday School (Per Diem)	
Driver Education (\$25.00/HR.)	

\*\* The salary for each department head position will increase to \$650 during the year assigned to textbook and curricular materials adoption for one year only

**APPENDIX C**

Date Filed: \_\_\_\_\_

Number: \_\_\_\_\_

**GRIEVANCE FORM**

**NORTH NEWTON SCHOOL CORPORATION**

Name of Teacher(s) Seeking Relief:

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Name of Other Employee(s) Involved, If Any:

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Identification of Specific Provisions of Agreement Violated or Misinterpreted:

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Statement of Facts Giving Rise to the Grievance and Contention of the Grievant with Respect to the Grievance:

---

---

Specific Relief Requested:

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---

---

Signature of Teacher(s) Seeking Relief:

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## APPENDIX D

**Appendix D is included for informational purposes only and  
was not bargained during the 7 bargaining season**

### NO REPRISALS

*The Board and the Association agree that there will be no actions, litigation, complaints or other forms of reprisal initiated by or supported by either party against the other party, or against any other employee of the North Newton School Corporation, a parent, a student, student athlete, or any other person or organization arising as a result of any action related to or in response to the negotiation of a collective bargaining agreement between the parties during the period from October 19 through November 12, 1989.*

*The Board and Association agree to file motions to dismiss for all complaints filed between the period January 1, 1989 to November 12, 1989.*

## APPENDIX E

### Sick Leave Bank Request Form

The purpose of the *Sick Leave Bank* is to provide sick leave to contributors to the Bank in the event of an illness, injury, disability, or quarantine of the member and provided their available sick leave or any other applicable leave (vacation days and personal days) has been exhausted. All requests to draw from the bank must be accompanied by a physician's statement on the approved form confirming the cause of illness or injury and must be signed by the physician. A participant shall not receive any sick leave from the bank until after having exhausted all accumulated sick leave, vacation days, or personal leave.

Employee Name: \_\_\_\_\_  
Home Address: \_\_\_\_\_  
Home Phone Number: \_\_\_\_\_  
Position: \_\_\_\_\_ School/Department: \_\_\_\_\_  
\_\_\_\_\_

.....  
Circle One:    Original Request    or    Extension

Number of Days Requested : \_\_\_\_\_

I certify that the information is true, correct and complete. I further certify that any false or misleading information or omission of factual information may result in the denial or revocation of sick leave bank days and automatic expulsion from the sick leave bank. If I do not use all days advanced from the Bank, the unused days will be returned to the Bank.

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

#### For Office Use ONLY

Date of Receipt: \_\_\_\_\_  
Received by: \_\_\_\_\_

#### Approval

#### TO BE COMPLETED BY COMMITTEE OF TRUSTEES

#### Request Approved

Yes \_\_\_\_\_ No \_\_\_\_\_

Chairperson Signature: \_\_\_\_\_

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

Number of Days Approved \_\_\_\_\_

Effective Dates From: \_\_\_\_\_ To: \_\_\_\_\_

Comments:

\*This form needs to be sent to the office of the Superintendent.

**Sick Leave Bank Physician's Statement**  
**Employee must Submit Completed Forms Office of the Superintendent**

**PART A - TO BE COMPLETED BY EMPLOYEE**

Employee's Name \_\_\_\_\_

Employee's Address \_\_\_\_\_

Employee's Phone Numbers \_\_\_\_\_

**AUTHORIZATION TO RELEASE INFORMATION**

I hereby authorize the undersigned physician to release any information acquired in the course of my examination or treatment.

Signature of Employee : \_\_\_\_\_

Printed Name of employee : \_\_\_\_\_

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

\*\*\*\*\*

**PART B - ATTENDING PHYSICIAN'S STATEMENT**

Patient Name: \_\_\_\_\_

1. Diagnosis and Concurrent Conditions \_\_\_\_\_
2. Is condition due to illness, injury, disability, or quarantine arising out of patient employment? Yes \_\_\_\_ No \_\_\_\_
3. Has this condition caused illness, injury, disability, or quarantine of patient? Yes \_\_\_\_ No \_\_\_\_
4. Anticipated length of illness, injury, disability, or quarantine? \_\_\_\_\_
5. Date of disability: From \_\_\_\_\_ To \_\_\_\_\_
6. Is patient able to attend to any full-time work during illness, injury, disability, or quarantine? Yes \_\_\_\_ No \_\_\_\_
7. Is patient still under your care for this condition? Yes \_\_\_\_ No \_\_\_\_ If no, date last seen \_\_\_\_\_

Physician's Printed Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_

Physician's Signature \_\_\_\_\_ Date \_\_\_\_\_

**For Office Use ONLY**

Date of Receipt: \_\_\_\_\_ Received by: \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING

WHEREAS, the North Newton School Corporation ("School Corporation") entered into a collective bargaining agreement ("CBA") with the North Newton Education Association ("Association") on November 9, 2020, that became effective July 1, 2020, and extends until June 30, 2021;

WHEREAS, after the 2020 bargaining season had concluded, President Trump signed the Consolidated Appropriations Act, 2021, which expanded available Elementary and Secondary School Emergency Relief Fund ("ESSER") monies;

WHEREAS, additionally, President Biden signed the American Rescue Plan Act, which released a third round of available ESSER III monies;

WHEREAS, ESSER funds are intended to fund activities to, among other things, address the unique needs of low-income children or students, children with disabilities, English learners, racial and ethnic minorities;

WHEREAS, the School Corporation wishes to reimburse teachers who obtain certification as English Learners Teachers of Record to address topics relating to EL Education, language education and the improvement of instruction for English Learners at all levels;

NOW THEREFORE, and subject to the School Corporation and Association agreeing as follows:

1. Article VII of the CBA is amended to include the following:

### I. ENGLISH LEARNERS TEACHER OF RECORD

A teacher who enrolls in coursework to meet necessary English Learners Teacher of Record requirements will be reimbursed for the costs of the course. Teachers must submit sufficient documentation of these expenses. This provision shall remain as status quo of this Agreement and expire on December 31, 2021.

This Memorandum of Understanding ratified on the dates entered below.

NORTH NEWTON SCHOOL CORPORATION

By: Dr. Cathy L. Lowe

Name: Dr. Cathy L. Lowe

Title: Superintendent

Date: 6-15-21

NORTH NEWTON EDUCATION ASSOCIATION

By: Monica Dewes

Name: Monica Dewes

Title: President

Date: 5/14/21



## MEMORANDUM OF UNDERSTANDING

WHEREAS, the North Newton School Corporation ("School Corporation") entered into a collective bargaining agreement ("CBA") with the North Newton Education Association ("Association") on November 9, 2020, that became effective July 1, 2020, and extends until June 30, 2021;

WHEREAS, after the 2020 bargaining season had concluded, President Trump signed the Consolidated Appropriations Act, 2021, which expanded available Elementary and Secondary School Emergency Relief Fund ("ESSER") monies;

WHEREAS, additionally, President Biden signed the American Rescue Plan Act, which released a third round of available ESSER III monies;

WHEREAS, ESSER funds are intended to fund activities related to COVID-19 and its effects on the education system, including, among other things, stipends to employees who have documented additional duties, the documentation follows all applicable time and effort guidance, and the duties relate to the COVID-19 pandemic;

WHEREAS, the School Corporation believes that such stipends are justified by additional duties in the form of additional protocol compliance and added effort to combat learning loss, each of which are related to COVID-19; and

WHEREAS, the School Corporation must also address payroll complexities for this unique season and adjust certain pay dates.

NOW THEREFORE, and subject to the School Corporation and Association agreeing as follows:

1. Article VII of the CBA is amended to add the following subsection:

### J. ESSER Stipend

A teacher who is employed on August 11, 2021 and who worked at least 120 days during the 2020-2021 school year will receive a stipend in the amount of \$1,400 upon completion of a verification of additional duties worked during the pandemic, payable on October 8, 2021, including any teachers who officially retired by July 1, 2021. This provision shall remain as status quo of this Agreement and expire on December 31, 2021.

2. Article VII(A)(3) is amended to read as follows (additions and ~~deletions~~):

3. The first payday shall be the second Friday of the school year. Teachers shall receive their checks at their regular building on regular school days every two weeks during the regular school term. Teachers contracted salary shall be divided into 26 payments. Except as otherwise specifically provided in this section, but otherwise in accordance with section 409A of the Internal Revenue Code and the Treasury Regulations thereto ("409A"), the time or schedule of any payment of salary will not be accelerated.



Teachers retiring pursuant to Indiana State Teacher Retirement Fund at the end of the school year will receive their remaining pay before the end of June. Teachers resigning at the school year but not retiring pursuant to Indiana State Teacher Retirement Fund will receive their pay on either the 26 paycheck schedule or if the teacher qualifies for early payout pursuant to subsection 3 below, payment before June 15th.

A teacher who dies or who resigns from employment during the school year will receive their remaining pay in the pay check for the pay period immediately following the pay period in which the teacher died or had their last paid day.

It is intended that the foregoing provisions will comply with the provisions of 409A, so as to prevent the inclusion in gross income of any benefit accrued hereunder in a taxable year that is prior to the taxable year in which such amount would otherwise be actually distributed or made available to the teacher. The foregoing provisions of this section shall be construed and administered in a manner to comply with 409A and shall not be amended or terminated in a manner that would cause a teacher's salary to be subject to early inclusion in income as provided in 409A.

For the 2021-2022 school year, the current payday for October 22, 2021 only will be delayed to October 29, 2021 and paid every two weeks to adjust the payday schedule to comply with payment occurring in twenty-six (26) equal installments in the calendar year 2021.

This Memorandum of Understanding ratified on the dates entered below.

NORTH NEWTON SCHOOL CORPORATION

By: Patricia K Reyes  
Name: Patricia K Reyes  
Title: NNSC president  
Date: 7/12/2021

NORTH NEWTON EDUCATION ASSOCIATION

By: Monica Dewes  
Name: Monica Dewes  
Title: NNEA President  
Date: 7/2/21

