

**MASTER CONTRACT  
BETWEEN  
THE BOARD OF EDUCATION  
OF THE  
NORTH MONTGOMERY  
COMMUNITY SCHOOL CORPORATION  
AND THE  
NORTH MONTGOMERY  
TEACHERS ASSOCIATION**

**July 1, 2020 – June 30, 2021**

**Board approved October 9, 2020**

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## **ARTICLE I. Recognition and Definitions**

### **Section A. Recognition**

The North Montgomery Community School Corporation hereby recognizes the North Montgomery Teachers Association as the exclusive bargaining representative of all certificated employees in the School Corporation pursuant to I.C. 20-29-6-4. Such representation shall exclude the Superintendent, Principals, and any other administrative position deemed appropriate for operating the school corporation.

### **Section B. Definitions**

1. The term "Teacher," shall refer to all certified personnel employed by the North Montgomery Community School Corporation.
2. The term "School Corporation," when used in the agreement, shall mean the North Montgomery Community School Corporation (NMCSC) of the County of Montgomery, State of Indiana.
3. The terms "Board" and "Association" shall include the authorized officers and representatives. The term "Board" shall also mean their Designee.
4. The term "NMTA" Executive Board is the elected governing body of the NMTA.
5. The "Superintendent" can also mean his/her Designee.

## **ARTICLE II. Leaves of Absence**

### **Section A. Paid Leaves of Absence**

1. **Personal Illness.** Teachers are entitled to be absent from work a total of ten (10) days each year in the School Corporation thereafter for personal illness. These days shall accumulate to one hundred twenty (120) days available to use as sick leave only. In the event a Teacher shall have accumulated one (1) or more days of sick leave in another School Corporation and shall become employed in this School Corporation, up to three (3) days of sick leave shall be added each year until the sixth (6) year when all remaining outside personal illness days may be transferred to the Teacher's personal illness bank. Teachers, who accumulated less than one hundred twenty (120) days by August 12, 2001, will accumulate to one hundred twenty (120) personal illness days and no more. Teachers who have more than one hundred twenty (120) days will be allowed to continue accumulating to the maximum of one hundred eighty-three (183) personal illness days.
  - A. If a Teacher has a catastrophic illness that does not allow him/her to enter into the long-term disability plan, he/she may appeal to the Superintendent for approval for up to an additional thirty (30) days of sick leave and/or tap the Personal Illness Bank.
  - B. Any certified employee who has accumulated a minimum of ninety-three (93) personal illness days, may, with a completed form to the Central Office, once in a twelve (12) month period exchange three (3) personal illness days with the School Corporation for a voucher amounting up to a dollar amount that is equal to two and half (2-1/2) times the highest current daily sub-rate toward an annual individual membership fee at the Health/Fitness Center of the employee's choice or participate in the NMCSC Comprehensive Health Improvement (CHIP) program. This membership may be used by the employee only and must be reapplied for each year with the same guidelines. Voucher checks will be written directly to the health club of choice. (This clause includes facilities

that enhance overall health, fitness, and cardiovascular conditioning that helps employees achieve a more healthful life. It is not the intent of this clause to include facilities or clubs such as weight loss, golfing, or similar recreational or therapeutic enterprises.)

2. Personal Leave. Teachers shall be granted three (3) days of personal leave with pay during the school year. Personal leave shall not be considered as personal illness days. The Teacher must give written notification to the Superintendent of Schools. Any unused personal leave days shall accumulate with the Teacher's unused personal illness days. A family illness day may be transferred to a personal leave day if needed, with prior authorization by the Superintendent.
3. Family Illness. A Teacher shall be entitled to be absent for reasons of family illness for a total of four (4) days during a school year. Family shall be defined as immediate family (mother, father, spouse, son, daughter, and guardianships). These days shall not be charged against personal illness days. An immediate family member who is ill is the only use for these days. They are not taken from personal illness days, nor do they accumulate. These are not "personal" leave days. A family illness day may be transferred to a personal leave day if needed. Teachers who believe they have a similar relationship established by marriage or a relative or dependent who at the time is a member of their household may initiate an Emergency Leave provision request. In extreme cases, Teachers who are in need of additional Family Illness days, without loss of compensation, may submit a Letter of Request via email to the Superintendent, for the consideration of a maximum of four (4) additional Family Illness days per year. If approved, these days may be moved from any accumulated Personal Illness days related to the individual Teacher of request and if not used by years' end, will move back into the Personal Illness account for the Teacher. If Personal Illness days are depleted, then the requested days, if approved, would be taken from the Personal Illness Bank, as provided by the Master Contract. (Personal Leave days must have been exhausted before this request may become valid.)
4. Death and Bereavement. A Teacher shall be granted bereavement days in the case of each death in the immediate family without loss of compensation. This leave, at the Teacher's discretion, shall not extend more than five (5) consecutive school days for each death during that school year. Immediate family shall be father, mother, brother, sister, husband, wife, child, and other similar relationship established by marriage, as well as any other relative or dependent who at the time of the death, was a member of the household of the Teacher. Each Teacher shall be granted one (1) day of leave for deaths of other family members and friends; usually the day of the funeral. Days shall not be charged against personal illness days and do not accumulate.
5. Emergency Leave. A Teacher may be granted, with the Superintendent's approval, an emergency leave during the school year. Emergency is defined as a sudden need for immediate attention. Therefore, foreknowledge of an event is not, an emergency. If a crisis does not exist, a personal leave day would be the appropriate choice of a day not an emergency day. If a Teacher granted emergency leave has not used all available personal leave days, the day(s) will be charged to personal leave. If a Teacher granted an emergency leave has used all personal leave days but has not used all illness days, the day will be charged to illness.
6. Professional Leave. A Teacher may be entitled to curricular professional leave during either the school year or summer months. The leave shall be for the betterment of the staff/Teacher, students, or School Corporation. The Principal and/or Superintendent shall approve professional leave days. The Principal has the right to approve or not approve professional leave days; however, if a request is denied, the Teacher may appeal the decision to the Superintendent. Costs of professional leave shall be borne by the School Corporation. After an approved leave has been made, an itemized statement of expenses attached to the claim which is submitted for reimbursement (receipts for lodging, transportation, and any miscellaneous expenses). The Teacher shall be responsible to give a brief overview of his/her new learning to the Principal after his/her return and/or at the next regularly scheduled faculty meeting.

7. Educational Leave. A Teacher recommended or appointed to represent a school, an area of instructional service or the School Corporation may be granted a leave with pay to attend an educational conference or convention for a period not to exceed five (5) days and shall be allowed the expenses associated with the attendance and travel fare. Application for educational leave must be made in advance for Board approval. After an approved trip has been made, the Teacher must file an itemized statement of expenses and attach to the claim all receipts for lodging, transportation and any other miscellaneous expenses, if applicable.
8. Jury Duty. Teachers subpoenaed for jury duty shall be entitled to a leave during the necessary period and shall be paid by the Board the difference between jury duty and regular salary.
9. Discretionary Leaves. The Superintendent has the power to grant any additional leaves as deemed necessary. These days do not accumulate and are not to be taken from any personal illness days.

#### **Section B. Maternity Leave**

- A Teacher who is pregnant may continue in active employment as late into the pregnancy as she wishes, if she can fulfill the requirement of her position. Temporary disability caused by pregnancy shall be governed by the following:
- (1) Any Teacher who is pregnant shall be granted a leave of absence any time between the commencement of her pregnancy and one (1) year following the birth of her child, if she notifies the Superintendent at least thirty (30) days before the date on which she wishes to start her leave. She shall notify the Superintendent of the expected length of this leave, including with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. However, in case of medical emergency caused by pregnancy, the Teacher shall be granted a leave, as otherwise provided in this section, immediately on her request and the certification of the emergency from an attending physician. The leave of absence shall begin at the end of a grading period to the greatest extent possible allowed under the circumstances. Where the teacher's condition raises any serious problem to the teacher's health in the period prior to the beginning of leave, the corporation may request a statement by the teacher's physician as to the teacher's ability to continue teaching including a diagnosis and prognosis. The initial doctor's statement shall be provided at the teacher's expense. Any subsequent opinion requested by the Board shall be from a mutually agreed to doctor at the Board's expense.
  - (2) All or part of a leave taken by a Teacher because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available personal illness days. However, the Teacher is not entitled to take accumulated sick leave days when the Teacher's physician certifies that the Teacher is capable of performing the Teacher's regular teaching duties. The Teacher is entitled to complete the remaining leave without pay.

NOTE - This leave may be taken when a doctor certifies the need--either before or "directly" following the birth of the child. This is directly related to the birth of the child not after a period of vacation time. Personal illness days can only be taken when a doctor certifies temporary disability/recuperation time from the onset of the pregnancy to the birth and following recuperation time.

#### **Section C. Paternity Leave**

When a child is born to the wife of a male Teacher, he will be granted two (2) school days paternity leave with pay. These days must be taken within ten (10) school days following the birth of the child. Additional paternity leave

shall be granted for up to a period of one (1) year without pay. The Teacher shall notify the Superintendent of the expected length of the leave at least thirty (30) days before he wishes to start his leave.

#### **Section D. Adoptive Leave**

A Teacher who adopts a child shall be granted two (2) school days adoptive leave with pay. These days must be taken within thirty (30) days of the placement of the child. Additional adoptive leave shall be granted for up to a period of one (1) year without pay. If the necessity for leave is foreseeable based on the expected birth or placement, the Teacher shall provide the Superintendent with not less than thirty (30) days notice before the leave is to begin, except that the date of birth or placement requires the leave to begin in less than thirty (30) days, the Teacher shall provide such notice as is practicable.

### **ARTICLE III. Professional Compensation**

#### **Section A. Salaries**

1. NMCS teachers employed during school year 2019-2020 who continue employment with NMCS in 2020-2021 (factor 1- experience) and earn a teacher effectiveness rating of Effective or Highly Effective (factor 2 – evaluation based on preliminary 2019-2020 evaluation results) shall receive an additional base salary increase for 2020-2021 of one thousand dollars (\$1,000.00). Teachers rated ineffective or improvement necessary in the prior school year are not eligible for any salary increase in the current year and remain at their yearly salary.

<b>Factor</b>	<b>Weight</b>
-Experience	20%
-Evaluation Results	80%

Teachers will receive a prorated sum reflecting the base increase accrued from the start of the new contract term within two (2) payroll cycles of the ratified contract. The remaining increase will be evenly distributed throughout the 2020-2021 payroll.

1. Teachers shall receive their pay by direct deposit on alternating Fridays. For those electing twenty-six (26) payments, the first (1st) payday of each school year shall be the second (2nd) Friday following the last payday of the previous school year. A Teacher will be paid in twenty-two (22) payments unless the Teacher notifies the Central Office in writing of his/her desire to receive twenty-six (26) payments. A Teacher may receive the remaining portion of his/her Contract the first (1st) pay of June if the Teacher notifies the Central Office, in writing, by May 1.
2. Salary range is \$38,000.00- \$69,500.00.
3. Any funds that would have been distributed to teachers who were rated ineffective or needs improvement for the prior year, will be equally distributed as a base salary increase for all returning teachers receiving an effective or highly effective evaluation.

#### **Section B. Establishing the Base Salary of a New Teacher**

IC 20-29-6 requires that salary is a mandatory subject of collective bargaining. A teacher's beginning salary at NMCS has been discussed by NMCS and NMTA.

2. Experienced teachers who are hired by NMCSC shall be paid a starting salary that is comparable to a current employee with similar years of experience and education level. If deviation from this amount is necessary to hire a teacher in a high-need area due to the academic needs of students, then the employee may, at the discretion of the Superintendent, be paid an amount up to three (3) salary steps higher than the comparable current employee.
3. If a teacher is hired from another district with a previous performance rating of Highly Effective, the base will increase by one thousand dollars (\$1,000.00).

### **Section C. Deductions for Absences**

Deductions for Teacher personal absences, which are not covered by the Master Contract, shall be done on a daily basis (annual school year salary less extra-curricular paid assignments divided by the number of days in the school calendar).

### **Section D. Ancillary Duties**

Teachers conducting ancillary duties (for example, summer school teaching, curriculum planning/work beyond the contract, training that takes place outside of contracted time) may be compensated with a one-time, non-recurring stipend.

## **ARTICLE IV. Fringe Benefits**

### **Section A. Life Insurance**

The Board shall provide for Teachers a group life insurance protection plan which shall pay the Teacher's designated beneficiary the sum of fifty thousand dollars (\$50,000.00) in the event of death; and in the event of accidental death, a sum of not less than two (2) times that amount shall be paid. The Board shall pay all premiums except for one dollar (\$1.00) per year, which shall be paid by the Teacher.

### **Section B. Medical Insurance**

Teachers may participate in a group health insurance program. The group health insurance program shall provide for twelve (12) months' coverage and shall include full service medical and hospitalization, surgical and major medical provisions. Effective January 1, 2021, the Board will contribute up five thousand nine hundred and zero cents (\$5,900.00) toward the annual premium of a single membership plan. The Board will contribute up to seven thousand two hundred dollars seventy dollars and zero cents (\$7,270.00) toward the annual premium of an employee plus child or employee/spouse membership plan. The Board will contribute up to ten thousand one hundred and fifty dollars and zero cents (\$10,150.00) toward the annual premium of a family/double family membership plan. Should both a husband and wife be entitled to participate in this group health insurance program, such persons may, as group insurance participants, elect either (1) to enroll in separate plans, (2) enroll as an employee/spouse (3) to enroll in one family/double family membership plan. The NMTA Insurance Committee has the full authorization to make changes to the health insurance program in conjunction and approval with the Board's designee without the need to vote on the changes with the entire NMTA membership or the full Board.

Teachers who do not apply for coverage when initially eligible may only apply during the open enrollment period. The open enrollment period is the month of October for coverage to begin January 1. When Medical, Dental, and/or Vision insurance is selected, it will take effect on the first day of employment and will terminate on the last day of employment. Retiree coverage will continue through August 30 to coincide with the twenty-six (26) pay periods.

Members of the medical plan will have access to the Health and Wellness Center.

### **Section C. Dental Insurance**

Teachers may participate in a group dental plan. The group dental plan shall provide for twelve (12) months' coverage. The Board will contribute up to two hundred dollars and zero cents (\$200.00) toward the annual premium of a single membership plan. The Board will contribute up to four hundred dollars and zero cents (\$400.00) toward the annual premium of an employee plus child or employee/spouse membership plan. The Board will contribute up to six hundred dollars and zero cents (\$600.00) toward the annual premium of a family/double family membership plan. Should both a husband and wife be entitled to participate in this group health insurance program, such persons may, as group insurance participants, elect either (1) to enroll in separate plans, (2) enroll as an employee/spouse (3) to enroll in one family/double family membership plan.

Teachers who do not apply for coverage when initially eligible may only apply during the open enrollment period. The open enrollment period is the month of October for coverage to begin January 1.

### **Section D. Vision Insurance**

The Board shall provide a group vision plan with the same plan options as health and dental.

The Board will contribute twenty-five dollars (\$25.00) toward the premium of any group plan (single, employee plus child, employee plus spouse, or family) approved per ARTICLE IV., Section H. of this Master Contract.

### **Section E. Workman's Compensation**

The Board shall provide Workman's Compensation insurance for each Teacher under Contract. This insurance will cover medical expenses for accidents occurring while on duty. In the event of an accident, the building Principal or Superintendent must be notified immediately or within forty-eight (48) hours of the accident.

### **Section F. Income Protection Plan**

The Board shall provide an Income Protection Plan (Long Term Disability Plan) in which each Teacher will participate. The Board shall pay fifty dollars (\$50.00) per year toward the premium. The remaining cost shall be shared equally by the participants. The plan shall provide an amount equal to sixty-six and two-thirds percent (66 2/3%) of the Teacher's salary. The qualification period shall be ninety (90) calendar days. The LTD policy will reflect language allowing the employee to receive LTD benefits at the end of ninety (90) calendar days, regardless of the number of personal illness days the employee has accumulated. Teachers who are absent due to illness or injury for more than ninety (90) calendar days must apply for LTD coverage until they return to work. Every certified staff member must enroll in this LTD program.

### **Section G. Liability Insurance**

The North Montgomery Community School Corporation shall maintain insurance to protect the School Corporation, its Board, its employees, and its students from liability arising from acts in the course of their duties subject to the terms and conditions of the provisions of the applicable policies.

### **Section H. Insurance Coverage During Approved Leave of Absence**

Any Teacher taking an approved leave of absence under this Contract may maintain coverage in the group insurance plans held by the School Corporation, subject to: (1) paying the School Corporation, so as to be current at all times and (2) any applicable rules of the insurance carriers.



## **Section I. Change in Benefits**

The Joint Insurance Committee shall be composed of the Superintendent or designee, the NMCSC Treasurer or the Deputy Treasurer, another administrator in the district, a classified member of the health insurance plan, the NMTA President or his/her designee, and three (3) members of the NMTA chosen by the NMTA. This committee shall be responsible for identifying, analyzing, and evaluating improvements in the insurance benefits provided for employees of the School Corporation.

All health insurance decisions/changes will be made by consensus of at least five (5) of the eight (8) members of the Joint Insurance Committee. No NMCSC Board or NMTA action is required.

## **Section J. Other Responsibilities**

It shall be the responsibility of the Board to notify the Teacher for the need of more information when requested by the insurance company. It shall be the responsibility of the Teacher to notify the Board and fill out the appropriate forms indicating any change in the status of coverage.

It is then the responsibility of the Board to make any Contractual changes relating to the status of the employee coverage. It is the responsibility of the Central Office to see that benefits are in place.

## **Section K. Indiana State Teacher's Retirement Fund**

Effective January 1, 1995, the Board will pay the certified employees' contribution to the Indiana State Teacher's Retirement Fund.

## **Section L. Expanded Criminal History Checks**

North Montgomery Community School Corporation will conduct an expanded criminal history check on each employee once every five (5) years and bear the cost of the expanded checks for teachers.

## **ARTICLE V. 1997-1998 Early Retirement Benefits (Old Plan)**

This Article refers to those Teachers who were employed during the 1997-1998 school year and who elected, prior to January 1, 1999 to continue their eligibility in the 1997-1998 Master Contract.

### **Section A. Purpose**

The purpose of this early retirement plan of the NMCSC has been from its inception and continues to be to provide benefits that create a bridge of benefits until a qualifying Teacher is eligible for unreduced Social Security benefits.

### **Section B. Qualification for Early Retirement Benefits**

To qualify for early retirement benefits, a Teacher must be fifty (50) years of age and must be credited with twelve (12) years of full-time teaching experience in the NMCSC district no later than the first day of school of the year of the retirement; and must retire from public school full-time teaching employment in the State of Indiana. All such retirements must commence no later than the first day of school of the year of retirement. The first day of school is defined as the first day of student attendance. Teachers who elect to take early retirement are not eligible for unemployment benefits.

### **Section C. Schedule of Benefits**

Any Teacher under the old retirement plan, as defined above, will receive, until they are eligible for unrestricted Social Security benefits, an amount of five thousand dollars (\$5,000.00) per year beginning in October of the first year that they begin retirement. This five thousand dollars (\$5,000.00) amount will be paid once per year in October of each year until a final benefit is received in the calendar year prior to the year the retiring Teacher is eligible for full Social Security benefits. In the event a retired Teacher applies for reduced Social Security benefits at an earlier age, the Teacher will continue to receive this annual benefit until a final benefit is received in the calendar year prior to the year that Teacher reaches the age that he/she would normally qualify for full Social Security benefits.

### **Section D. Insurance Provision**

A retiring Teacher may elect to participate in any insurance program the School Corporation offers its Teachers, until the teacher reaches Medicare age, provided he/she pays 100% of the premium for each insurance program in which he/she elects to participate. To be eligible for this provision, the retiree of the NMCSC must have been covered under the health plan for at least one (1) year January-December immediately prior to retirement and through final day of employment, retirees may not opt in and out of plan. After a retiree exits the plan, they are no longer eligible for open enrollment.

## **ARTICLE VI. January 1, 2002 Retirement Plan (New Plan)**

Effective with the 2007-2008 school year, all Teachers under the new retirement plan that took effect on January 1, 1999 will receive a School Corporation matching 403B annuity plan in the amount of one thousand dollars (\$1,000.00) per Teacher who elects to participate in the 403B School Corporation match program. Any Teacher who elects to participate in the 403B plan owns 100% of the money placed into the plan plus any accrued interest earned in the plan. This program negates any prior agreement with the NMTA with regards to the 403B plan previously in effect. However, all benefits of the money in each Teacher's 403B accounts remains with each Teacher and the School Corporation has no rights to the money in any 403B accounts past, present or future. Furthermore, Teachers, who are under the new retirement plan, have no rights to any provisions outlined under the early retirement plan outlined in Article V.

### **Section A. Purpose**

The purpose of the "new" retirement plan (defined as those Teachers not in the old retirement plan as outlined in Article V) is to establish a 403B annuity plan in lieu of any early retirement incentives for those under the old retirement plan.

### **Section B. Qualification**

All Teachers not covered under the old retirement plan as outlined in Article V.

### **Section C. Schedule of Benefits**

Each Teacher under this plan will be entitled to a 403B matching annuity plan. In order to qualify, a Teacher must place a minimum of one thousand dollars (\$1,000.00) into the plan, and the NMCSC will match the one thousand dollars (\$1,000.00) as a part of this 403B plan. A Teacher can put more than one thousand dollars (\$1,000.00) into his plan but School Corporation monies will not match the amount over the one thousand dollars (\$1,000.00).

## **Section D. Insurance Provision**

A retiring Teacher may elect to participate in any insurance program the School Corporation offers its Teachers until the Teacher reaches Medicare age, provide he/she pays 100% of the premium for each insurance program in which he/she elects to participate. To be eligible for this provision, the retiree of the NMCSC must have been covered under the health plan for at least one (1) year January-December immediately prior to retirement and through final day of employment - retirees may not opt in and out of plan. After a retiree exits the plan, they are no longer eligible for open enrollment.

## **ARTICLE VII. Personal Illness Bank**

### **Section A. Purpose**

The purpose of the Personal Illness Bank is to relieve Teachers from undue financial burdens due to their extended absences from work due to illness, injury, or incapacitation sufficiently severe to make their presence at school inadvisable. The Bank is designed to help teachers with catastrophic illness that is out of the ordinary and not customary. Maternity leave or illness is not an intended purpose for using the Personal Illness Bank unless an unusual circumstance arises with the pregnancy that results in a catastrophic illness.

### **Section B. Structure**

1. The Personal Illness Bank will accumulate to two hundred (200) days. If a Teacher has a catastrophic illness that does not allow them to enter into the long term disability plan, he/she may appeal to the Superintendent and Board for up to thirty (30) days of sick leave and/or tap the Personal Illness Bank.
2. Teachers shall have the opportunity to contribute on a voluntary basis a minimum of one (1) day each year. An enrollment period for Teachers to contribute shall be held during May and must be completed by May 31.
3. Once days have been exhausted from the Personal Illness Bank for that school year, they cannot be replenished until the next school year. The Personal Illness Bank will, however, carry over from one (1) year to the next without loss of accumulated days.
4. Once the Personal Illness Bank maximum number of days has been reached, no more voluntary days will be requested from Teachers at the end of the year.
5. New Teachers shall have the opportunity to voluntarily contribute one (1) day per year beginning with the first year of employment.
6. The Personal Illness Bank will not provide days beyond those necessary for the Teacher to meet the requirements to be eligible for Long Term Disability.

### **Section C. Eligibility**

1. The Teacher must have exhausted all personal illness leave and personal leave.
2. The Teacher shall make application in writing to the chairperson of the Personal Illness Bank Committee (Section D). The Committee shall be furnished with medical documentation.
3. Application for days may be made by an authorized representative if the staff member is unable to do so.

4. Days awarded shall commence immediately upon the exhaustion of all personal illness leave and personal leave accumulated.
5. A Teacher may only apply to the Personal Illness Bank if they have taught in the NMCSC for a minimum of six (6) years and have accumulated at least thirty-five (35) personal illness days prior to making application to the Personal Illness Bank due to an expected lengthy absence due to illness.

Additional days desired:

6-10 years of service to NMCSC can apply and receive up to five (5) additional days

11-15 years of service to NMCSC can apply and receive up to ten (10) " "

16-20 years of service to NMCSC can apply and receive up to fifteen (15) " "

21-25 years of service to NMCSC can apply and receive up to twenty (20) " "

25 + years of service to NMCSC can apply and receive up to twenty-five (25) " "

#### **Section D. Administration**

1. Supervision of the Bank shall be administered by a committee comprised of three (3) NMTA members, one (1) from the elementary level, middle school level, and high school level, appointed by the president of the Association, and two (2) administrative team members appointed by the Superintendent.
2. In the case of a tie vote on a Teacher's request for use of the bank, such request shall be automatically denied. All votes will be made by secret ballot.
3. The members of this Committee shall elect a Committee Chairperson and a Secretary. The Superintendent shall be exempt from these offices.
4. The Committee shall meet as needed.
5. A majority of the members must be present for official business to be conducted.
6. The Personal Illness Bank Committee may grant, deny, or suspend use of days from the Bank. Teachers and administrators shall receive in writing the reason(s) for denial and shall be allowed to appeal the decision within two (2) weeks (10 working days) of notification. The Committee's decision shall be final after the appeal process, if necessary. Any grants shall be retroactive, except in the cases of hospitalization, nursing home confinement, or similar types of confinement, in which case the committee may grant days in advance when supported by appropriate medical evidence.
7. Those receiving days will be reimbursed no later than thirty (30) days after application.

#### **ARTICLE VIII. Evaluation**

See RISE Teacher Evaluation Rubric on the NMCSC Google Drive NMNET folder.

#### **ARTICLE IX. The Agreement**

##### **Section A. Terms of the Agreement**

The agreement will be made available on the Google Drive NMNET folder for North Montgomery teachers to review and shall be posted on the Corporation website after the agreement is signed and presented to all Teachers now employed and hereafter employed. Those considered for employment shall be made aware of the contents before employment.

## **Section B. Entire Agreement**

This Contract shall supersede all other Contracts and/or applicable policies in their entirety. This Contract cannot be amended verbally. All other changes, amendments, or alternations must be agreed upon by both the Board and by the Association Membership.

## **Section C. Severability**

If any provision of the Agreement or any application of the Agreement to any Teacher or group of Teachers is now or at any time held contrary to the law, then such provision or application shall not be deemed valid except to the extent permitted by the law, but all other provisions or applications shall continue in full force.

## **Section D. Printing Agreement**

The agreement shall be posted on the Corporation website and Google Drive NMNET folder within 10 (ten) days after the agreement is signed and presented to all Teachers now employed and hereafter employed. Those considered for employment shall be made aware of the contents before employment.

**Appendix 1  
EXTRA-CURRICULAR SCHEDULE  
2020-2021 SCHOOL YEAR**

The number of positions were not bargained but were included for informational purposes only.

<b>Elementary Schools</b>		
<b>Sport/Activity</b>	<b># of Positions</b>	<b>Contract Amount</b>
Academic Team	6	550.00
Art Show	3	315.00
Backdrop	6	265.00
Battle of the Books	6	300.00
Circle the State/Choral Festival	3	100.00
Music Accompanist	3	315.00
Musical Club	3	315.00
Musical Performances	6	315.00
Overnight Camping Trips	each teacher	150.00
Robotics Club	3	355.00
SST/RTI	15	365.00
Science Fair	3	315.00
Student Council	6	375.00
Volleyball	3	200.00

<b>North Montgomery Middle School</b>		
<b>Sport/Activity</b>	<b># of Positions</b>	<b>Contract Amount</b>
Academic Team	6	800.00
Art Club	1	305.00
Art Show	1	325.00
Athletic Director, Asst.	2	1300.00
Band		
Accompanist	1	300.00
Performance	2	515.00
Instructional Assistance	1	500.00
Basketball 6th Boys	1	1750.00
Basketball 6th Girls	1	1750.00
Basketball 6th Boys Asst.	1	1050.00
Basketball 6th Girls Asst.	1	1050.00
Basketball 7th Boys	1	1890.00
Basketball 7th Girls	1	1890.00
Basketball 7th Boys Asst.	1	1220.00
Basketball 7th Girls Asst.	1	1220.00
Basketball 8th Boys	1	1890.00
Basketball 8th Girls	1	1890.00
Basketball 8th Boys Asst.	1	1220.00
Basketball 8th Girls Asst.	1	1220.00
Cheerleaders 6th	2	360.00
Cheerleaders 7th	1	600.00
Cheerleaders 8th	1	600.00
Circle the State	1	100.00

Cross Country	1	760.00
Depart. Chair English	1	315.00
Depart. Chair Mathematics	1	315.00
Depart. Chair Health/PE	1	315.00
Depart. Chair Related Arts	1	315.00
Depart. Chair Science	1	315.00
Depart. Chair Social Studies	1	315.00
Depart. Chair Special Services	1	315.00
FCA	1	305.00
Football 7th	1	1990.00
Football 7th Asst.	1	1220.00
Football 8th	1	1990.00
Football 8th Asst.	1	1220.00
Golf	1	665.00
Honor Society	2	305.00
Music Performances	2	515.00
Musical Accompanist	1	400.00
Musical/Play Director	1	1000.00
Musical/Play Director Asst.	1	675.00
Musical Theater Instrumental Support	1	800.00
Pep Club	1	305.00
Soccer Boys	1	1200.00
Soccer Girls	1	1200.00
Student Council	1	1000.00
Swimming	1	1090.00
Swimming Asst.	1	580.00
Swimming Dive	1	300.00
Tennis Boys	1	620.00
Tennis Girls	1	620.00
Track Boys	1	1010.00
Track Girls	1	1010.00
Track Boys Asst.	1	665.00
Track Girls Asst.	1	665.00
Volleyball 6th	1	1750.00
Volleyball 7th	1	1890.00
Volleyball 8th	1	1890.00
Wrestling	1	1145.00
Wrestling Asst.	1	750.00
Yearbook	2	545.00

North Montgomery High School		
Sport/Activity	Personnel	Contract Amount
Academic Team-Coordinator	1	800.00
Academic Team-Social Studies	1	800.00
Academic Team-Fine Arts	1	800.00
Academic Team-Spell Bowl	1	800.00
Academic Team-English	1	800.00
Academic Team-Math	1	800.00
Academic Team-Science	1	800.00
Art Club	1	305.00

Athletic Director, Asst.	2	3360.00
Baseball, Freshman	1	1725.00
Baseball, Varsity	1	5180.00
Baseball, Varsity Asst.	1	2670.00
Basketball, Freshman Boys	1	2700.00
Basketball, Freshman Girls	1	2700.00
Basketball, Varsity Boys	1	7800.00
Basketball, Varsity Girls	1	7800.00
Basketball, Varsity Asst. Boys	2	4840.00
Basketball, Varsity Asst. Girls	2	4840.00
Cheerleading Coach	2	1985.00
Class Sponsor 9	1	305.00
Class Sponsor 10	1	305.00
Class Sponsor 11	1	1465.00
Class Sponsor 12	1	1600.00
Creative Writing	1	740.00
Cross Country, Varsity	1	2060.00
Dance Team	1	1550.00
Dept. Members	\$120 per dept. member	
Dept. Chair, Special Services	1	
Dept. Chair, English	1	
Dept. Chair, Foreign Language	1	
Dept. Chair, Mathematics	1	
Dept. Chair, Social Studies	1	
Dept. Chair, Technical	1	
Dept. Members	\$145 per dept. member	
Dept. Chair, Business	1	
Dept. Chair, Fine Arts	1	
Dept. Chair, Health/P.E.	1	
Dept. Chair, Science	1	
Dept. Chair, Technical Ed.	1	
Drama Club	1	305.00
FCA	2	305.00
FFA Asst.	1	2110.00
FFA Director	1	3800.00
Football, Freshman	1	2700.00
Football, Varsity	1	7800.00
Football, Varsity Asst.	4	4840.00
Football Spring Youth	2	860.00
French Club	1	305.00
Golf Varsity Boys	1	2520.00
Golf Varsity Girls	1	2520.00
Gymnastics	1	1000.00
Honor Society	2	355.00
Instrumental Bands	1	2700.00
Instrument Band Accompanist	1	300.00
Instrumental Assistance	1	500.00
Marching Band	1	1825.00
Mass Media	1	2050.00
Musical, Accompanist	1	400.00
Musical Choreographer	1	435.00
Musical/Play, Director-Fall	1	1000.00



Musical/Play, Director-Spring	1	1000.00
Musical/Play, Director Asst.-Fall	1	675.00
Musical/Play, Director Asst. Spr.	1	675.00
Music - Show Choir Choreographer	1	800.00
Music Vocal (Spring and Fall Perf.)	2	875.00
Robotics (former HMVE)	4	355.00
SADD	1	800.00
Soccer, Varsity Boys	1	4840.00
Soccer, Varsity Girls	1	4840.00
Softball, Freshman	1	1775.00
Softball, Varsity	1	5180.00
Softball, Varsity Asst.	1	2670.00
Student Council	2	1050.00
Sunshine Society	2	345.00
Swimming, Varsity Asst.	1	1990.00
Swimming, Varsity Boys	1	4070.00
Swimming, Varsity Girls	1	4070.00
Tennis, Varsity Boys	1	2370.00
Tennis, Varsity Girls	1	2370.00
Tennis, Varsity Asst. Boys	1	1425.00
Tennis, Varsity Asst. Girls	1	1425.00
Track, Varsity Boys	1	4840.00
Track, Varsity Girls	1	4840.00
Track, Varsity Asst.	1	2420.00
Track, COED Asst.	1	2420.00
Varsity Letter Winners	1	305.00
Volleyball, Varsity	1	7800.00
Volleyball, Varsity Asst.	2	4840.00
Wrestling, Varsity	1	7800.00
Wrestling, Varsity Asst.	1	2420.00
Yearbook	1	2550.00

**Signed Agreement:**

Executed at Crawfordsville, Indiana, on this date: October 9, 2020

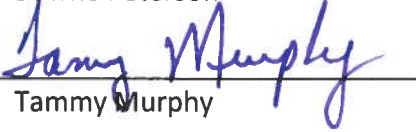
BOARD OF TRUSTEES by Dr. Colleen Moran, Chief Negotiator

**NORTH MONTGOMERY TEACHERS ASSOCIATION**

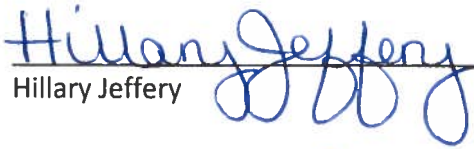
  
\_\_\_\_\_  
Nancy Bell

  
\_\_\_\_\_  
Dawne Peterson

  
\_\_\_\_\_  
Erin Yeager

  
\_\_\_\_\_  
Tammy Murphy

**NMTA Co-Presidents**

  
\_\_\_\_\_  
Hillary Jeffery

  
\_\_\_\_\_  
Jamie Sankey

**NMCSC BOARD OF SCHOOL TRUSTEES:**

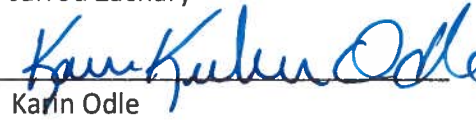
  
\_\_\_\_\_  
Gary Bonlander, President

  
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Terresa Hatke, Vice President

  
\_\_\_\_\_  
Jess Cain, Secretary

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Jarrod Zachary

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Michael Shepherd

  
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Karin Odle

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Kathy Crawford