



**CONTRACT AGREEMENT
2010-2011**

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ARTICLE I
AGREEMENT

This agreement is made and entered into on September 7, 2010, by and between the Board of School Trustees of the Noblesville Schools (“Board”) and the Noblesville Teachers Forum (“Forum”).

ARTICLE II
RECOGNITION

The Board hereby recognizes the Forum, as exclusive bargaining representative for all certified employees, employed by the Board. Such representation shall exclude the Superintendent, assistant superintendents, director of operations, director of curriculum and instruction, director of student services, athletic directors, principals, assistant principals, director of technology, supervisor of curriculum and instructional technology, high school department chairpersons, nurses, substitute and temporary contract teachers, and aides. The term “teacher” when used hereinafter in this agreement shall refer to all employees represented by the Forum in the bargaining unit as defined.

ARTICLE III
TEACHING CONDITIONS

- A. The school year shall consist of one hundred eighty (180) student days, and one hundred eighty-four (184) teacher days for returning staff. Teachers new to Noblesville Schools will work one hundred eighty-six (186) teacher days.
- B. Parent teacher conference days shall be counted as student attendance days as allowed by state law.
- C. The teachers’ day shall consist of seven (7) hours and forty-five (45) minutes, including lunch, except that duties such as attendance at faculty, administrative, in-service and committee meetings (if such meetings must be scheduled outside the regular teachers’ day), and other duties traditionally performed outside of school hours (according to past practice) shall continue to be performed by teachers beyond the seven (7) hours and forty-five (45) minutes stipulated in this paragraph. Elementary teachers shall be required to attend no more than three (3) evening or weekend activities in any school year and secondary teachers shall be required to attend no more than one (1) evening or weekend activity in any school year, unless such activities are related to a voluntary assignment. A joint committee of three (3) administrators and three (3) Forum members will meet to suggest changes in this section.

- D. In-service meetings and service on committees relative to the instructional program of the Noblesville Schools shall be coordinated with teachers unless an in-service meeting must be scheduled on an emergency basis. The Corporation shall provide professional development opportunities to assist teachers in appropriately educating students. The teacher recognizes the responsibility to participate in these professional development opportunities during the school year.
- E. Teacher participation in extracurricular activities, paid or unpaid, shall be voluntary. No punitive measures will be taken against a teacher based solely upon the teacher's refusal to participate in extracurricular activities.
- F. The scheduling of building activities which involve an entire building faculty, such as an open house, will be scheduled by the building administrator after such scheduling has been discussed with the building faculty.
- G. In the event a teacher has an unavoidable conflict with a scheduled meeting or activity, he/she may be excused with the consent of the building principal.
- H. The teacher day shall be seven (7) hours and forty-five (45) minutes in length and shall extend a total of forty-five (45) minutes beyond the student day. Reporting and dismissal times for teachers shall be set by the Superintendent. A teacher may leave before the designated dismissal time with the permission of the building principal or his/her designee. Nothing in this paragraph is meant to contradict the understanding of the parties expressed in paragraph C of this Article or to prevent the building principal from assigning teachers to traditional supervisory duties during the forty-five (45) minute period specified above.
- I. All teachers shall have a thirty (30) minute, duty-free, uninterrupted lunch period between the hours of 10:00 a.m. and 2:00 p.m.
- J. The Board of School Trustees agrees to provide aides to assume elementary playground and lunchroom duty during the lunch period and recess. These aides will be assigned by the building principal and will assume supervisory duties on the playground, in the lunchroom, and in any other areas to which they may be assigned. Elementary teachers will be relieved of supervisory duties in areas and at times where aides are assigned but shall continue to escort students to the lunchroom. When an assigned aide(s) is unavailable, and another teacher does not volunteer, the building principal may assign a teacher to supervisory duty. This section applies to elementary schools only, and has no impact at the intermediate school, middle school, or high school levels.
- K. Beginning with the 2008-2009 school year, a joint committee of three (3) administrators and three (3) Forum members, individually at each building level under discussion, will meet prior to the development of proposed changes to the existing daily student instructional time schedule. Since the grade configuration for Noblesville Schools creates four distinct divisions, elementary schools,

intermediate school(s), middle school(s), or high school(s), the daily student instructional time schedule may have some unique demands at each level. If proposals made to the Board under this section are not supported by a majority vote of the officially named members of the joint committee, a joint proposal including the issues in question shall be submitted to the board at the same Board meeting for its consideration. The Board shall have final approval on any proposed daily student instructional time schedule changes. Teachers shall be assigned an average of at least 250 minutes per week for preparation except for the middle school which will have an average of at least 200 minutes per week when the daily student instructional schedule provides for individual and team preparation. Such average shall be calculated on a biweekly basis, excluding weeks with four (4) or less days. All or part of this time will be provided for elementary teachers when the teacher is relieved from classroom duties and the class is under the supervision of an art, music, or physical education teacher. Preparation time will be provided within the student day. Teachers who are assigned preparation time during a convocation or other educational program shall not be required to supervise students during their assigned preparation time. Teachers whose total program consists of study hall or alternative education may be assigned seven (7) teaching periods.

- L. Paragraph K of this Article does not apply to part-time teachers, teachers who teach less than a full school day or to teachers who serve as counselors, speech therapists, or reading consultants. Library media specialists' prep time will be provided throughout the contractual day in a flexible manner.
- M.
 - 1. Teachers who are required to travel from one building to another because of their teaching assignments shall under no circumstances be allowed less than twenty (20) minutes minimum from the end of one scheduled class to the beginning of the next class in another building. This time shall not be considered as preparation or lunch time.
 - 2. Effective July 1, 2009, these teachers shall be compensated at the IRS rate per mile for required travel between buildings during the student day. Reimbursement for all other mileage authorized by Noblesville Schools will be compensated at 50% of the IRS rate per mile.
- N. Assigned planning periods shall be devoted primarily to instructional duties, such as but not limited to: working on instructional programs, conferring with parents, students, administrators, or supervisors, study and maintaining records and any other duties related to sound educational practices. Teachers with outside business interests shall not conduct such business during school hours except during lunch.

In case of an emergency, a teacher may be expected to help deal with a situation even though it runs through a planning period.

- O. Teachers will be given notification of the opportunity to participate in case conferences when Individual Educational Programs (IEPs) are being developed for special needs students that are in their classrooms. Teachers have the right to ask the case conference to reconvene when in their opinion the IEP is not appropriate for a special needs student in the classroom.
- P. A joint committee consisting of four (4) administrators and four (4) Forum representatives shall meet annually to develop a proposed school calendar and shall present such proposed calendar to the Board for its approval. If proposals made to the Board under this section are not supported by a majority vote of the officially named members of the joint committee, a joint proposal including the issues in question shall be submitted to the Board at the same Board meeting for its consideration. Any modification of this calendar, including rescheduling student days lost because of school cancellations, shall be done by the joint committee. When rescheduling cancelled student days, the committee shall meet no later than ten (10) days after school has resumed, to determine a make-up plan. Any modifications of the calendar shall be submitted to the Board for its approval. Cancelled student days shall be rescheduled only up to the number necessary to fulfill the minimum number required by the State of Indiana for maximum tuition support. Cancelled teacher days shall be rescheduled only up to the teacher work days specified in Article III, Section A. Teacher attendance shall not be required on regularly scheduled student days that have been cancelled for students by the school corporation or by order of the health authorities.
- Q. On days when the starting time of the school is delayed due to inclement weather or other unforeseen circumstances, teachers shall determine the reporting time by adding the length of the delay to their regular time to report to school.

ARTICLE IV

PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this agreement are set forth in Appendix A, which is attached to and incorporated in this agreement. Such salary schedule shall remain in effect during the term of this agreement.
- B. The Corporation shall contribute three percent (3%) of each teacher's salary to the Indiana Teachers' Retirement Fund. This contribution shall be reflected in a fourth column on the salary schedule set forth in Appendix A. Only the salary figures in this column shall be reported to outside agencies.

- C. All teachers shall receive full credit on the salary schedule for teaching experience in accredited public or private schools. In order to receive credit on the salary schedule, any teacher with teaching experience in a private school must provide evidence that the school is accredited by the state in which it is located.
- D. Any teacher who signs a standard contract and teaches at least ninety (90) days or one (1) semester during any given school year shall receive credit for one (1) full year of teaching. This provision is applicable only one time. In any subsequent year a teacher must teach at least one hundred twenty (120) days to receive a full year's credit.
- E. Effective with the signing of this contract, a substitute teacher with a valid Indiana Teaching Certificate who substitutes in the same assignment for thirty (30) consecutive days and totals a minimum of one hundred twenty (120) days of substituting in the same school year will be given a year of credit on the salary schedule.
- F. Teachers new to Noblesville Schools may receive one year of credit on the salary schedule for each year of service in a branch of the United States Armed Forces up to a maximum of four (4) years.

In order to qualify for this benefit, the teacher must provide the school corporation with documentation of service in the armed forces and a copy of his/her honorable discharge.

- G. Consistent with Indiana Code 20-26-5-32.2, all new and current teachers will receive twenty-six (26) pays per year, and teachers currently receiving twenty-one (21) pays may elect to continue to receive twenty-one (21) pays. However, no teacher shall change from twenty-six (26) pays to twenty-one (21) pays.

Teachers contracted salary shall be divided into twenty-six (26), or twenty-one (21) payments as described in the paragraph immediately above. Except as otherwise specifically provided in this section, but otherwise in accordance with section 409A of the Internal Revenue Code (the "Code") and the Treasury Regulations thereto, the time or schedule of any payment of salary will not be accelerated.

Teachers retiring for purposes of the 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 end of the school year, but not retiring for purposes of the Indiana State Teacher Retirement Fund, will continue to receive their pay on the same payment schedule as was applicable to them prior to the date of resignation.

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 of employment.

- H. If, during the term of this agreement, any school or schools are closed on a working day during the school year, and a teacher is released from duty by order of the school corporation or by order of the health authorities, or if through no fault of the teacher, school cannot be held, then the teacher shall be entitled to receive his/her basic compensation and benefits during such time the school or schools are closed.
- I. All certified staff members who anticipate earning a degree or additional credit which would qualify them for a salary schedule lane change prior to the start of the next semester should note the following: Fall Semester – Notify the central office in writing by June 30. If the coursework or degree is completed by September 1 and verification is received by the central office by September 30, the teacher's salary will be adjusted accordingly. Spring Semester – Notify the central office in writing by June 30. If the coursework or degree is completed by January 1 and verification is received by the central office by January 31, the teacher's salary will be adjusted accordingly.
- J. Extracurricular programs shall be compensated in accordance with Appendix B which is attached to and incorporated into this agreement.
- K. Extended contracts shall be compensated in accordance with Appendix E which is attached to and incorporated into this agreement.
- L. The Board agrees to provide flu shots free of charge to staff at a cost of up to twenty-five dollars (\$25.00) per staff member. The service will be chosen by the school district and the inoculations will be administered through Noblesville Schools beginning in the fall of 2004.
- M. The Board agrees to provide, at no cost to the staff member, an All Sports pass for middle school and high school events beginning in the fall of 2004.
- N. The Board of School Trustees agrees to waive the registration fees for certified staff who enroll in school corporation sponsored adult education courses.
- O. Each teacher who serves as an approved mentor will be allowed to use two (2) professional development days, one per semester, to assist the teacher being mentored. The days may be taken in half-day increments. Other than the condition that no teacher may be required to serve as a new teacher's mentor, this provision is not subject to Indiana's status quo collective bargaining law and shall not continue past the term of this Contract Agreement except as may be subsequently agreed to in writing between the parties.
- P. No later than March 1, 2008, the school corporation agrees to establish an Employee Assistance Plan ("EAP") for all certified staff. Plan continuation will

be subject to an annual review by and recommendation from the Insurance Committee defined in Article V, Insurance, Paragraph H of this Agreement. The plan provider shall be determined by the Board.

ARTICLE V

INSURANCE

A. Hospitalization

Each full-time teacher has the option to receive eighty percent (80%) of the cost of either a single or a family coverage premium on a group hospitalization insurance policy officially adopted for Noblesville Schools. The single premium benefit will also cover a medicare supplement plan for the teacher only. Maximum benefit for husband and wife shall be one hundred percent (100%) of the family coverage premium. The premium amount may not be received in lieu of enrolling in the group hospitalization plan.

Except as otherwise provided in the applicable group health insurance policy, an individual who is employed as a teacher by the school corporation at the time of retirement and his/her spouse, if any, shall have the option of remaining in the School Corporation's group health insurance plan, provided all of the following conditions are met as of the date of retirement and thereafter:

1. The teacher has attained fifty-five (55) years of age and is not eligible for Medicare;
2. The teacher was enrolled in the school corporation's group health insurance plan during the school year immediately before severance;
3. The teacher must have completed: (a) at least twenty (20) years of service as a certificated employee of an Indiana public school district, with not less than the teacher's last ten (10) full years of service consecutively completed as a certificated employee with Noblesville Schools; and (b) at least fifteen (15) years of creditable service with the Indiana State Teachers' Retirement Fund;
4. While the retired teacher and spouse, if any, remain enrolled in the health insurance plan, the retired teacher and spouse shall pay the entire insurance premium applicable to the insurance coverage, with monthly payments to be made on or before the first day of each month for which group health insurance coverage is to continue; and
5. Within ninety (90) days of the retirement date, the teacher has provided a written request to the school corporation for continuing group health insurance coverage for the teacher and spouse, if any.

A retired teacher's group health insurance coverage pursuant to this section A shall continue until the retired teacher dies, becomes eligible for Medicare coverage, cancels the coverage, or the retired teacher is more than ten (10) calendar days late in paying the premium for this coverage. If a retired teacher's spouse is covered pursuant to this section A, the spouse's coverage may continue at the spouse's option until the spouse is eligible for Medicare, cancels the coverage, dies, is divorced from the retired teacher, or is more than ten (10) calendar days late in paying the premium for this coverage. (If the ten (10) calendar day period provided for payment of the group health insurance premium in this section A by a retiree ends on a Saturday, Sunday, or legal holiday, the ten (10) calendar day period shall be extended to end at 4:00 p.m. on the next day the administrative office of Noblesville Schools is open after Saturday, Sunday, or legal holiday.)

This section A shall not create a right to continued coverage in a retired teacher or spouse, and coverage for a retired teacher and spouse pursuant to this paragraph shall be subject to modification or reduction in future collective bargaining between the Board and Forum. However, 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, the foregoing right to extended coverage shall not override any rights to continuing health care coverage as required by COBRA or applicable state law.

B. Term Life Insurance

Fifty Thousand Dollars (\$50,000.00) of term life insurance with double indemnity will be provided for each teacher at no cost to the teacher. The policy shall be reduced by 33.3%, to Thirty-four Thousand Dollars (\$34,000) at age sixty-five (65) and coverage for death or dismemberment by accidental means shall end at age seventy (70). The policy shall be reduced by an additional 33.3% (to \$23,000) at age of seventy (70). No coverage is provided once a teacher ceases employment with the school corporation. Teachers shall have the option to purchase, at the group rate, additional term life insurance at the teacher's cost if the minimum number of participants required by the insurance company is met. The insurance carrier shall be determined by the Board.

C. Long Term Disability

Long term disability income insurance shall be provided for each teacher at no cost to the teacher. The program shall provide for a minimum benefit of sixty-six and two-thirds percent (66 2/3%) of salary to at least age sixty-five (65). It has a maximum monthly benefit of Five Thousand Dollars (\$5,000) with a ninety (90) consecutive calendar day waiting period. The insurance carrier shall be determined by the Board.

D. Vision

After July 1, 2009, each full-time teacher has the option to receive either a single or family coverage premium, paid at eighty percent (80%) by the Board, on a group vision care insurance policy officially adopted by Noblesville Schools. Maximum benefit for employed husband and wife shall be one hundred percent (100%) of the family coverage premium. The vision care plan will provide for one annual examination and one set of lenses for each insured with an established deductible.

One frame, if selected from a predetermined list, will be provided annually without cost to each insured. The premium amount may not be received in lieu of enrolling in the group vision care plan. The insurance carrier shall be determined by the Board.

After May 1, 2009, at retirement or within ten (10) days after retirement, a full-time teacher may elect to continue to participate in the single group vision insurance coverage if the full-time teacher was enrolled in the group vision insurance plan at the time of retirement. A retiring teacher electing to take this coverage shall pay the full premium for this coverage on a schedule of payments determined by the Board. This schedule for the payment of premium shall not require the retired teacher to make payments more frequently than a schedule which coincides with the working teacher pay periods. A retired teacher's group vision insurance coverage pursuant to this paragraph shall continue until the retired teacher dies, becomes eligible for Medicare coverage, cancels the coverage, or the retired teacher is more than ten (10) calendar days late in paying the premium for this coverage. A retiree's access to vision insurance coverage ceases when coverage is terminated for any reason.

E. Dental

Each full-time teacher has the option to receive either a single or family coverage premium, paid at eighty percent (80%) by the Board, on a group dental insurance policy officially adopted for Noblesville Schools. Maximum benefit for employed husband and wife shall be one hundred percent (100%) of the family coverage premium. The premium amount may not be received in lieu of enrolling in the group dental plan.

Beginning May 1, 2009, at retirement or within ten (10) days after retirement, a full-time teacher may elect to continue to participate in the single group dental insurance coverage if the full-time teacher was enrolled in the group dental insurance plan at the time of retirement. A retiring teacher electing to take this coverage shall pay the full premium for this coverage on a schedule of payments determined by the Board. This schedule for the payment of premium shall not require the retired teacher to make payments more frequently than a schedule which coincides with the working teacher pay periods. A retired teacher's group dental insurance coverage pursuant to this paragraph shall continue until the

retired teacher dies, becomes eligible for Medicare coverage, cancels the coverage, or the retired teacher is more than ten (10) calendar days late in paying the premium for this coverage. A retiree's access to dental insurance coverage ceases when coverage is terminated for any reason.

F. Section 125 Plan

Teachers are eligible to participate in the Code section 125 plan maintained by the school corporation. Administrative costs for the section 125 plan benefits shall be borne by the teachers who elect to receive the benefits. The section 125 plan vendor shall be determined by the Board.

G. VEBA – 501(c)(9) Plan

The Board shall agree to continue the previously established VEBA (voluntary employee's beneficiary association), as described in section 501(c)(9) of the Code. Except as otherwise provided herein, the Board shall determine the terms and conditions for the administration and operations of the VEBA.

1. Vendor Selection. The Insurance Committee shall recommend to the Board the organization administering the VEBA and the single investment vendor for the VEBA; however, the Board shall not be bound by the Committee's recommendations.
2. Eligibility. To be eligible to share in future contributions made to VEBA, a teacher must have signed a regular teacher's contract.
3. Benefit Contributions. The school corporation will contribute three-quarters of one percent (.75%) of an eligible teacher's base salary, including extended contract days, to the VEBA. Accordingly, stipend pay, extra-curricular assignments, summer school contract pay and other additional earnings are not part of the base salary used to determine the amount of the contributions.

Contributions to the VEBA shall be forwarded at the end of each calendar month for deposit into the teacher's self-directed individual account that has been established with the Board-selected vendor. The amount of this monthly contribution will be based on the employee's base salary paid during the immediately preceding month.

4. Separate Accounts. Amounts contributed 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 selected investment vendor for the VEBA.
5. Plan Vesting. Until such time that a teacher has retired and satisfied the following requirements, the teacher shall have no access to the assets held in

his or her separate VEBA account:

- a. Years of Service. At retirement, a teacher must have completed at least ten (10) continuous years of service with Noblesville Schools. As used in this Article, “continuous years of service” means the number of consecutive years of employment as a certified employee in the Noblesville Schools. Approved leaves of absences not exceeding one (1) year shall not be considered to be a break in continuous employment for the purpose of determining “continuous years of service”. A certified employee on an approved leave of absence will not receive completed years of service credit for vesting purposes for the time of the approved leave.
- b. Teachers Retirement Fund Eligibility. Even if a retired teacher has otherwise completed at least ten (10) or more continuous years of service, a retired Teacher shall remain 0% vested unless the retired teacher shall also have qualified for full benefits from the Indiana State Teachers Retirement Fund.

Prior to the completion of these requirements, a teacher is not even partially vested in the VEBA benefits described hereinafter. Retirement and survivor benefits apply only to teachers who were vested at the time of retirement, permanent disability or death.

6. Forfeitures. Employees that separate from Noblesville Schools’ employment prior to satisfying the applicable vesting requirements shall forfeit any and all funds in their VEBA accounts. Forfeitures shall continue to be held in a separate account of the VEBA and used to fund the school corporation’s future contribution obligations to the VEBA.
7. Distributions. Following retirement and the satisfaction of the vesting requirements set forth in above subsection G5 immediately above, a retired teacher may use the amounts held in his/her separate VEBA account to pay health, dental, and vision insurance premiums, term life insurance premiums, and unreimbursed medical expenses of the teacher, spouse, and dependents as described in Code §213(d). Furthermore, following the death of the teacher, who had otherwise satisfied the foregoing vesting requirements, any amounts remaining in the deceased teacher’s VEBA account may continue to be used to pay these premiums and expenses of the teacher’s spouse and dependents. Any amounts not eventually distributed to or for the benefit of the teacher, spouse and/or dependents may then be distributed to or used for the benefit of the deceased teacher’s designated beneficiary, if any, in such manner as allowed by the Code and the Treasury Regulations thereto. Otherwise, the deceased teacher’s remaining VEBA account will thereafter be forfeited and used to fund the school corporation’s future contribution obligations to the VEBA. (At no time may the VEBA make loans to a teacher, his/her spouse, or dependents.)

8. Account Fees. After August 31, 2007, all costs incurred in the administration of the VEBA and investment fees shall be paid from the VEBA assets in a reasonable manner as determined by the Board.
9. The contribution percentage specified herein notwithstanding, from the effective date of this Contract Agreement through August of 2011, the school corporation's end-of-month VEBA contributions shall not be made. As of September of 2011, these contributions will begin again.

H. Insurance Committee

A committee of three (3) teachers appointed by the Forum president and three (3) Administrators appointed by the Superintendent will meet to determine insurance benefits provided under paragraphs A, B, and C of this Article.

Following the ratification of this agreement and prior to the reopening of the next round of negotiations, the Insurance Committee, as defined in the paragraph above is required to continue meeting for the purpose of finding ways to reduce insurance costs either through changing plan coverage, access to services, or administration of benefits.

ARTICLE VI

LEAVE

The Forum and Board agree that to the extent that any provision of this agreement concerning leave does not comply with applicable state or federal law, it shall be interpreted and amended to be consistent with state and federal law. For purposes of this section of this agreement, "state and federal law" shall include but not be limited to the Family and Medical Leave Act of 1993, the Pregnancy Discrimination Act of 1978, Indiana Code 20-6.1-6-4 concerning leave for pregnant teachers, and the case law and regulations interpreting each.

While on approved leave, all insurance and health benefits may remain in effect during the leave with the entire cost to be borne by the teacher.

A. Sick Leave

All teachers shall be protected against loss of compensation from illness or quarantine for a total of ten (10) days for the first school year and seven (7) days for each school year thereafter, subject to the following provisions:

1. Teachers employed for ninety (90) days or one (1) semester shall be credited with one-half (1/2) the number of sick leave days they would receive if employed for a full year.

2. Transfer of accumulated sick leave from other accredited public or private schools shall be at the rate of five (5) days per year beginning the first year in Noblesville Schools and shall continue until all leave days have been transferred. Teachers transferring sick days from private schools shall present proof that the school is accredited by the state in which it is located.
3. Combined sick and personal leave days which are not used in any one year shall accumulate to a total of one hundred eighty-four (184) days.
4. Teachers shall be notified of accumulated sick leave during the school year.
5. Contracted teachers will not lose income or accumulated sick leave when a scheduled school day is cancelled.
6. A sick leave bank has been established for certified personnel. The rules of the sick leave bank are attached to this agreement as Appendix C. Sick Leave Bank, Appendix C, is effective until June 30, 2011. Chronic Illness Leave Bank, Appendix C-1, is effective as of July 1, 2011.
7. Sick leave, upon request by the teacher, shall be granted in one-half (1/2) day units.

B. Personal Leave

1. Each full time teacher shall be allowed three (3) days personal leave each year without loss of pay. Up to two (2) unused personal days may be added to the next school year's days for a total of no more than five (5) personal leave days. A teacher shall not use more than five (5) personal days in a school year.
2. Unused personal leave shall accumulate as a part of sick leave to a total of one hundred eighty-four (184) days.
3. Personal leave, upon request by the teacher, shall be granted in one-half (1/2) day units.
4. Personal leave shall not occur the day before or the day following any school scheduled holiday/flex day except in the case of an extraordinary circumstance or in an emergency as expressed by the teacher. The teacher may be asked to provide evidence of the extraordinary circumstance or of the emergency to the building principal, who will submit the request to the Superintendent for approval or denial whose decision is not grievable. For the purpose of this section, the last student day of the school year shall be considered the day before a school holiday.

C. Bereavement Leave

1. Bereavement leave for each death shall be granted for a period not to exceed five (5) teacher days for brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandparent-in-law, grandchild, stepfather, stepmother, stepchild, or any other person who prior to death was living as a member of the household of the teacher.
2. Bereavement leave for each death shall be granted for a period not to exceed seven (7) teacher days for father, mother, brother, sister, husband, wife, child, father-in-law, or mother-in-law.
3. In computing this leave provision, either the day of the death, or the day on which the teacher receives notification of the death, or the day immediately following either of these events shall be counted as the first day of the leave, at the teacher's option. Under special circumstances, the teacher may choose to delay all or part of the bereavement leave at the teacher's discretion.
4. Immediate family is defined as a father, mother, brother, sister, husband, wife, child, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandparent-in-law, grandchild, stepfather, stepmother, stepchild, or any other person who prior to death was living as a member of the household of the teacher.
5. Bereavement leave for each death of aunts, uncles, nieces, or nephews shall be granted for a period not to exceed one (1) teacher day.
6. A teacher shall be allowed to use one (1) day of sick leave to attend the funeral of a close personal friend or to perform an active role in a funeral service (e.g. pallbearer, organist, vocalist, eulogist, etc.). If evidence exists that this provision is abused, the Board of School Trustees reserves the right to declare the day as unpaid leave. This declaration is not grievable.
7. Bereavement leave, upon request by the teacher, shall be granted in one-half (1/2) day units.

D. Adoptive Leave

1. Adoptive leave shall be granted at the request of the teacher. This leave may be for a period of time up to the duration of the contracted school year. The teacher must submit to the Superintendent a written statement of his or her intent to take adoptive leave, accompanied by documented proof of adoption or pending adoption, as soon as possible after the teacher learns that the adoption is imminent. The teacher will, at least ten (10) work days prior, notify the Superintendent of the date on which the

teacher desires to start the leave unless the teacher receives notice that the child will arrive immediately, in which case the teacher will immediately notify the Superintendent that he/she is commencing the leave.

2. Adoptive leave will be without pay or any employee benefits normally accrued during regular employment.

E. Illness in Immediate Family Leave

Each teacher shall be allowed up to three (3) days leave per year, not accumulative, and not deducted from other leave allowance, in case of illness, surgery or accident, any of which requires the services of a physician for a member of the immediate family. This provision applies only to members of the immediate family as defined in the bereavement leave provision of this agreement. Qualifying leave shall be the date of surgery or physician care and/or the immediately subsequent date or dates.

A form including the dates of care and the name of the physician providing care must be submitted to the office of the Superintendent. A form complying with the above requirements shall be made available in each building.

Each teacher shall be entitled to use during each school year up to ten (10) days of the teacher's accumulated sick leave accumulation under such sick leave section when the teacher's presence is necessary elsewhere owing to the illness of a member of the immediate family as defined in Section C of this article or in order to meet emergency medical or dental appointments which cannot be scheduled after the regular school day for a member of the teacher's immediate family. The Superintendent may authorize the teacher to use up to five (5) more of the teacher's annual or accumulated sick leave owing to the illness of a member of the teacher's immediate family, if such family member is hospitalized under circumstances which can reasonably require the teacher's presence at times or in such a manner as to create substantial work schedule conflicts.

F. Court Leave

Teachers will be excused for jury duty or when subpoenaed to appear as a witness in court. The teacher will have deducted from his/her pay the per diem amount paid the teacher for court service. A statement of earnings for court service shall be provided the Noblesville Schools' treasurer.

G. Temporary Disability Leave

Temporary disability leave shall be governed by the following:

1. Any teacher who is temporarily disabled shall be granted a leave of absence any time after commencement of the temporary disability, if the Superintendent is notified at least thirty (30) days before the start of the

leave. The teacher shall notify the Superintendent of the expected length of this leave, including with this notice a physician's statement certifying the temporary disability. However, in the case of a medical emergency caused by the temporary disability, the teacher shall be granted a leave, as otherwise provided in this section, immediately on request and the certification of the emergency and temporary disability from an attending physician.

2. All or part of a leave taken by a teacher because of a temporary disability may be charged, at the teacher's discretion, to the teacher's available sick 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.
3. The Board, at the request of the teacher, may extend the above referenced leave for the purpose of allowing a teacher to return from temporary disability leave at the beginning of a semester or school year. A teacher who is granted temporary disability leave is encouraged to time the return from such leave to coincide with the beginning of a semester or some other transition period in the school schedule.

H. Dependent Care Leave

1. An unpaid leave of absence shall be granted for the period when a teacher is not temporarily disabled, but needs to care for a dependent. A teacher shall be granted a leave of absence under this section for up to one (1) year. The teacher shall notify the Superintendent of the expected length of this leave.
2. The Board, at the request of the teacher, may extend the above referenced leave for the purpose of allowing a teacher to return from dependent care leave at the beginning of a semester or school year. A teacher who is granted dependent care leave is encouraged to time the return from such leave to coincide with the beginning of a semester or some other transition period in the school schedule.

I. Medical Leave

Medical leave may be granted after one (1) year of service when a teacher's health does not permit continued employment. This leave may be for the remainder of a school year and may be renewed for one (1) year, at the request of the teacher. Proof of disability signed by a practicing physician shall be submitted with the leave request. The school corporation, at its expense, may require a medical opinion from a physician of its choice.

J. Sabbatical Leave

A teacher may be granted sabbatical leave for up to one (1) year for enrollment in a full time advanced college or university study in a field related to a teacher's area of certification. No salary compensation shall be given the sabbatical teacher during the leave, nor shall the time of that leave accrue as experience for salary or retirement benefits. All insurance and health benefits may remain in effect during the leave with the cost to be borne by the teacher.

K. Short Term Unpaid Leave

The Board, at its discretion, may grant to a teacher a short period of unpaid leave.

L. Family Illness Leave

Unpaid leave for family illness may be granted at the request of the teacher. This leave may be for a period of time up to the duration of the current school year, and may be taken in order for a teacher to care for any member of the immediate family as defined in Article VI, Section C-3. The teacher shall notify the Superintendent of his or her request to take family illness leave at least fifteen (15) days before the leave is to be taken. In the case of an illness or injury in the immediate family which requires the teacher's immediate presence, the teacher will notify the Superintendent of the emergency as soon as possible. When applying for family illness leave, the teacher must present, to the Superintendent, a physician's statement regarding the nature of the illness and the probable length of the convalescence.

M. Job Related Injury Leave

1. Absence of a teacher due to injury and/or disability resulting from an assault by a student, parent of a student, or legal guardian of a student shall not be deducted from the teacher's sick leave if the assault occurs while the teacher is performing assigned duties within the scope of the teacher's employment. During the period of absence, the teacher's salary and benefits shall continue in full to a maximum of ninety (90) days without reduction in accumulated sick leave.
2. A teacher who is absent from work due to an injury or illness which is covered by Workmen's Compensation shall receive full compensation minus Workmen's Compensation benefits and shall receive full benefits under this contract for a maximum of ninety (90) days without reduction in accumulated sick leave.
3. A teacher taking a leave of absence as described in paragraphs 1 and 2 above shall provide to the Superintendent a doctor's statement concerning the need for and the probable duration of the leave. The corporation

reserves the right to obtain at its own expense a second opinion by a physician of the corporation's choosing.

N. Return from Leave

Upon return from any leave, a teacher shall be assigned to his/her former position if the position exists and no vacancies exist in a substantially equivalent position. If upon return from leave, the teacher's former position no longer exists, the teacher shall be assigned to a substantially equivalent position.

O. Leave and Cancelled Days

Teachers who are on paid leave on a day when school is cancelled due to weather or other emergencies shall not be required to use a day of leave and shall be compensated according to Article IV, Section F of this agreement.

P. Professional Association Leave

Each year, the Forum President or designees shall be entitled to use up to a total of four (4) paid administrative leave days to be used for Forum business plus up to an additional eight (8) paid administrative leave days to be used for Forum business and/or lobbying purposes. The Superintendent, upon request from the Forum President, may, but will not be required to, grant additional paid administrative leave days to the Forum. Professional leave under this section, upon request, shall be granted in one-half (1/2) day increments.

ARTICLE VII

RETIREMENT PLANS

- A. Salary Reduction Elections. A teacher may elect to make tax deferred contributions, i.e., salary reduction contributions, to plans described in Code section 403(b) and/or 457(b) up to the maximum limits allowed by the Code. Such elective contributions shall be 100% vested at all times. Subject to the following requirements, the Board and Forum will jointly agree on a list of approved investment vendors for these salary reduction contributions made to any Code section 403(b) plan or Code section 457 plan: (i) the number of approved vendors shall not exceed six (6), (ii) to remain on the approved list, at least ten (10) teachers must have in effect elections directing that their salary reduction contributions be invested with the vendor, and (iii) a vendor must sign the Noblesville Schools' standard hold harmless and indemnification agreements in favor of Noblesville Schools and otherwise agree to abide by general terms and conditions for plan administration, as such are determined by the Board from time to time. Otherwise, it is understood that there shall be no contractual right to a specific vendor.

- B. Matching Contributions. Beginning with the first payroll following ratification of this Contract Agreement through the last payroll of the 2010-2011 contract year Noblesville Schools shall match the salary reduction contributions made by a teacher to the Noblesville Schools 403(b) Wrap Plan (“403(b) Plan”), up to 0.9% of the teacher’s base salary. (The 3% contribution to the Indiana State Teachers’ Fund, stipend pay, extra-curricular assignments, summer school contract pay and other additional earnings are not part of the base salary used to determine the amount of the contributions.) After the 2010-11 contract year the match contribution rate will revert back to the previous rate (2008-2009 contract) of 2.5%.

The matching contributions shall be contributed to a qualified retirement plan described in Code section 401(a) (the “Matching 401(a) Plan”). Except as otherwise provided herein, the Board shall determine the terms and conditions for the administration and operations of the 401(a) Plan.

1. Vendor Selection. The Insurance Committee shall recommend to the Board the organization administering the Matching 401(a) Plan and the single investment vendor for the Matching 401(a) Plan; however, the Board shall not be bound by the Committee’s recommendations.
2. Timing of Matching Contributions. Contributions to the Matching 401(a) Plan shall be forwarded to the Board-selected vendor within a reasonable period of time following each payroll, using the base salary included in such immediately preceding payroll.
3. Separate Accounts. Amounts contributed 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 selected investment vendor for the Matching 401(a) Plan.
4. Plan Vesting. Upon completion of ten (10) continuous years of service with Noblesville Schools, a teacher shall be 100% fully vested in his/her Matching 401(a) Plan account. Prior to the completion of this requirement, a teacher is not even partially vested in his/her Matching 401(a) Plan account and a teacher shall have no access to the assets held in his or her separate Matching 401(a) Plan account. For these purposes, “continuous years of service” means the number of consecutive years of employment as a certified employee in the Noblesville Schools. Approved leaves of absences not exceeding one (1) year shall not be considered to be a break in continuous employment for the purpose of determining “continuous years of service”. A certified employee on an approved leave of absence will not receive completed years of service credit for vesting purposes for the time of the approved leave.
5. Forfeitures. Employees that separate from Noblesville Schools’ employment prior to satisfying the applicable vesting requirements shall forfeit any and all funds in their Matching 401(a) Plan accounts. Any forfeitures of a Matching

401(a) Account shall be used to reduce plan expenses, reallocated or used to reduce other retirement plan obligations of Noblesville Schools, in such manner as reasonably determined by the Board.

6. Distributions. Following the earlier of: (i) attainment of age fifty-nine and one-half (59½) or (ii) termination of employment with Noblesville Schools, a teacher that has satisfied the vesting requirements of subsection B4 above may elect to commence distributions from his/her Matching 401(a) Plan account. If a teacher shall die after having satisfied the applicable vesting requirements, the deceased teacher's Matching 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.)
7. Costs. All costs incurred in the administration of the Matching 401(a) Plan and investment fees shall be paid from the Matching 401(a) Plan assets in a reasonable manner as determined by the Board.

C. Supplemental Retirement Savings Plan ("Buyout 401(a) Plan"). The Board agrees to continue the previously established Supplemental Retirement Savings Plan, as described in section 401(a) of the Code, to which Noblesville Schools made a contribution equal to the net present value of retirement bridge benefits and otherwise fully replaced retirement, severance and survivor benefits negotiated in earlier agreements of the parties (the "Buyout 401(a) Plan"). Except as otherwise provided herein, the Board shall determine the terms and conditions for the administration and operations of the Buyout 401(a) Plan.

1. Vendor Selection. The Insurance Committee shall recommend to the Board the organization administering the Buyout 401(a) Plan and the single investment vendor for the Buyout 401(a) Plan; however, the Board shall not be bound by the Committee's recommendations.
2. Buyout Contributions. No further buyout contributions will be made to the Buyout 401(a) Plan. However, participants in the Buyout 401(a) Plan may share in future reallocations of forfeitures of the accounts of participants, as provided below.
3. Separate Accounts. The Buyout 401(a) Plan and Matching 401(a) Plan may be combined in the same plan document. However, Buyout 401(a) Plan contributions will be maintained separate from Matching 401(a) Plan contributions and amounts contributed to the Buyout 401(a) Plan 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 selected investment vendor for the Buyout 401(a) Plan.
4. Vesting Requirements. Except as otherwise specifically provided herein, upon retirement, severance, or other termination of employment from Noblesville

Schools, a teacher shall be fully (100%) vested in the contributions, if any, made on behalf of the teacher to the Buyout 401(a) Plan (“Buyout Contributions”), together with any earnings thereon, if the teacher has satisfied the following requirements as of the 12-month period ending June 30 of the year of the teacher’s retirement, severance, or other termination of employment. Prior to the completion of these requirements, a teacher is not even partially vested in the benefits described hereinafter. (For purposes of Section C, retirement, severance or other termination of employment shall be collectively referred to as “Retirement”.)

- a. Years of Service. At retirement, a teacher must have completed at least ten (10) continuous years of service with Noblesville Schools. As used in this section C, “continuous years of service” means the number of consecutive years of employment as a certified employee in the Noblesville Schools. Approved leaves of absences not exceeding one (1) year shall not be considered to be a break in continuous employment for the purpose of determining “continuous years of service”. A certified employee on an approved leave of absence will not receive completed years of service credit for vesting purposes for the time of the approved leave.
 - b. Teachers Retirement Fund Eligibility. Even if a retired teacher has otherwise completed at least ten (10) or more continuous years of service, a retired teacher shall remain 0% vested unless the retired teacher shall also have qualified for full benefits from the Indiana State Teachers Retirement Fund.
5. Forfeitures. If a teacher terminates employment before satisfaction of the applicable vesting requirements, for any reason, the terminated teacher’s Buyout 401(a) Plan account shall be forfeited. The forfeited amounts shall **not** be returned to Noblesville Schools. Instead, forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate Buyout 401(a) Plan accounts in the same manner as was used by the Board’s actuary in originally determining the present value of the eligible teachers’ retirement bridge benefits. Therefore, the Buyout 401(a) Plan accounts of the following teachers will not share in the reallocation of a forfeiture of a Buyout 401(a) Plan account:
- a. Teachers for who no Buyout Contributions were previously allocated to the Buyout 401(a) Plan;
 - b. Teachers who have forfeited their Buyout 401(a) Plan accounts in the same year;
 - c. Teachers who previously forfeited their Buyout 401(a) Plan accounts; and
 - d. Teachers who have terminated employment before the year of the reallocated forfeiture.

Forfeited amounts shall not be reinstated for a rehired teacher, nor shall a rehired teacher be credited with any continuous years of service completed before the date of rehire.

6. Commencement of Distributions/Payments. Vesting shall not be synonymous with the term “payable” or any other term describing a right to receive the amount that vests. A teacher may have a vested right to an amount that is not payable at the time of vesting.

a. General Rule. Subject to any limitations described herein, vested Buyout Contributions, as well as any earnings thereon, shall generally be available for distribution within a reasonably practicable time thereafter following the later of: (i) the end of the school year in which the teacher retires or (ii) the end of the school year in which the teacher’s age in years plus the teacher’s years of creditable service for purposes of the Indiana State Teachers Retirement Fund equals eighty-five (85).

b. Notice Requirement. A Retiring teacher must submit a written Notice of Intent to Retire to the Superintendent’s office. In the event a Retiring Teacher is unable to give the required notice because of an accident, ill health, or for another unforeseen reason, the Teacher may petition the Board to not delay the commencement of any distribution.

A teacher may rescind a previously accepted Notice of Intent to Retire at any time before the first day of the semester of the teacher’s proposed final year of employment by Noblesville Schools. However, a rescinded Notice is not, thereafter, effective for purposes of this item b.

c. Death. Following the death of a teacher, who had otherwise satisfied the foregoing vesting requirements in subsection C5, any amounts remaining in the deceased teacher’s Buyout 401(a) Plan account are then available for distribution to the decedent’s designated beneficiary.

d. Permanent Disability. A teacher who has fully satisfied the vesting requirements in subsection C5 and becomes permanently disabled while employed by the Noblesville Schools shall, upon proof of permanent disability, be eligible to commence distributions of his/her vested Buyout 401(a) Plan account. “Permanent disability” for purposes of this determination means an inability to perform a least one essential function of the teacher’s position with reasonable accommodation confirmed through work experience by an experienced health care provider.

e. Loans. At no time may a teacher borrow from his/her account or pledge or assign his/her Buyout 401(a) Plan account as security or collateral for any debt.

f. Costs. The Board shall not be paid any compensation for its services performed on behalf of the Buyout 401(a) Plan. However, to the extent allowed by applicable law, the Board shall be reimbursed for its reasonable expenses incurred in the administration of the Buyout 401(a) Plan. All costs incurred in the administration of the Buyout 401(a) Plan and investment fees

shall be paid from the Buyout 401(a) Plan assets in a reasonable manner as determined by the Board.

- D. Salary Schedule Impact. The Board and the Forum agree that all VEBA and Matching 401(a) Plan contributions made by Noblesville Schools are to be considered compensation and counted against the new money available to fund teacher salary and benefit increases each year as part of any collective bargaining between the Board and the Forum.
- E. Additional. Noblesville Schools may establish other plans as described in sections 401(a), 403(b) or 457 of the Code, subject to such terms and conditions as the Board shall determine, in its sole discretion, to be appropriate.

ARTICLE VIII

RETIREMENT INCENTIVE PROGRAM

If the school corporation is interested in carrying out a retirement incentive program, the parties' negotiations team shall meet at the written request of the Superintendent for the purpose of reaching agreement on a Memorandum of Agreement to set the terms and conditions of such a program. If the parties are unable to agree to the contents of this memorandum, there will be not retirement incentive program for the remainder of this Contract Agreement.

ARTICLE IX

PAYROLL DEDUCTIONS

- A. An optional payroll deduction may, at the teacher's request, be made for hospitalization insurance, with the company selected by the Board of School Trustees. Optional payroll deductions may also be made, at the teacher's request, for income protection, tax sheltered annuity (subject to Article VII), personal accident expense plan, long-term care, cancer insurance and credit union. Optional payroll deductions may be extended by mutual agreement through a joint "Memorandum of Understanding."
- B. Professional dues deductions for the Forum shall be available at the individual member's request. Dues deductions shall be made only after the individual's signed authorization is received in the office of the Superintendent. Dues deductions shall be made in fifteen (15) equal installments starting with the second pay in October. Any time after the beginning of the school year, the Association shall deliver to the board the names of employees who authorized payroll deductions and the amounts of membership dues and new teacher assessments of the Association, including the National Education Association and the Indiana State Teachers Association. The School Corporation will not be responsible for deductions not collected if the teacher leaves the School Corporation before all of the deductions have been taken out.

If a teacher is hired, returns from leave, or wishes to become a member of the Forum during the course of the school year, he or she may request that dues deductions begin with a paycheck designated by the teacher. The dues shall be deducted in equal amounts from the remainder of the teacher's paychecks on the pay days for which dues deductions are made from other teachers' paychecks.

The corporation shall remit monthly beginning in November the dues collected to the treasurer of the Forum. The authorization for payroll deduction of Forum membership dues shall be on a continuing basis unless revoked, in writing, by the teacher on or before September 15 of each year.

- C. Effective January 1, 2005, all teachers shall be paid through electronic direct deposit.
- D. Teachers shall have the option of contributing, by payroll deduction, a percentage greater than the corporation paid three percent (3%) of their salary to the Indiana State Teachers Retirement Fund, per ISTRF regulations.

ARTICLE X

FORUM RIGHTS

- A. The Forum shall be permitted to use the facilities of the interschool mail system; provided, however, that such use shall not interfere with normal school operations.
- B. With prior permission of the building principal, the Forum may hold a meeting of teachers, immediately following the completion of the teachers' workday, provided such meetings do not conflict with previously scheduled staff meetings or with the normal operation of the school.
- C. The Forum may, upon request made to the building principal, use any school building for an evening or weekend meeting on the same basis as any other organization, with payment for use of the building being based on the established rental fee schedule.
- D. The Forum shall have the use of one bulletin board and other reasonable space in the teacher lounge or workroom of each school building for the posting of Forum notices and communications from the Indiana State Teachers Association and the National Education Association.
- E. Building principals may allow designated Forum members to use building supplies for Forum purposes if such use will not interfere with the efficient provision of services to students. The principal shall keep an account of supplies used by the Forum, and shall charge the Forum the same rate a member of the public would be charged for the use of such supplies. The Superintendent shall

present the total amount for use of corporation supplies in an itemized statement to the Forum on a quarterly basis, and the Forum shall reimburse the corporation within thirty (30) days of the receipt of the billing.

- F. A teacher has the right to the presence of a Forum representative at any conference with a department chairperson or any administrator if the teacher has reason to believe that the conference may result in an unsatisfactory evaluation, reprimand filed in the teacher's personnel file, or other disciplinary action.
- G. Upon request, a teacher shall be given access to the contents of the teacher's personnel file, including evaluations, and may also receive a copy of the contents of the file. The teacher's "personnel file" is defined as the file containing information about the teacher and stored in the central office. A teacher shall have the right to see any letter of reprimand and shall acknowledge the teacher's review of the letter by signing and dating the letter prior to its being placed in the personnel file. The teacher's signature indicates that the teacher has read the letter but does not necessarily indicate agreement with its contents. A teacher may attach a response to any material in the file which the teacher believes is of a derogatory nature.

ARTICLE XI

SUBSTITUTE TEACHERS

- A. It shall be the responsibility of the administration or designee to contact substitutes when a teacher is absent. A substitute will be made available for an absent teacher whenever possible.
- B. If a substitute teacher is not available, a teacher may be assigned to a class or portion of a class other than his/her own up to four (4) times per year. Volunteers will be accepted first; a teacher may volunteer for such an assignment as often as he/she wishes.

ARTICLE XII

GRIEVANCE PROCEDURE

- A. Definition of Grievance

A grievance is defined as an alleged violation of a specific article or section of this agreement or an alleged violation of a specific evaluation procedure as adopted by the Board or in administrative regulation. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance, but such grievance shall be submitted to the following grievance procedures.

B. Step One

Within ten (10) working days of the time the employee knew or should have known of the act or condition upon which the grievance is based, the employee, either personally or accompanied by a Forum representative, will discuss the grievance with her/his principal during lunch, break times, or after working hours.

Within ten (10) working days after receiving the grievance, the principal shall present to the employee his/her oral response.

C. Step Two

If the grievance is not resolved in Step One, the employee may, within ten (10) working days of receipt of the principal's oral answer, submit to the principal a written "statement of grievance" signed by the employee. The form to be used for this "statement of grievance" appears in Appendix D of this agreement. A copy shall be given to the principal involved at the time. The "statement of grievance" shall name the employee involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions of this agreement alleged to be violated, shall state the contention of the employee with respect to these provisions, and shall indicate the relief requested.

The principal or his/her designated representative shall give the employee an answer in writing no later than ten (10) working days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the Superintendent and the employee.

D. Step Three

If the grievance is not resolved in Step Two, the employee may within ten (10) working days of the receipt of the principal's answer submit the grievance to the Superintendent. The Superintendent or administrative assistant and the employee shall meet within a reasonable time, after school hours, not to exceed ten (10) working days unless a longer time is mutually agreed upon between the parties to discuss the grievance.

The Superintendent shall respond to the grievance, in writing, within five (5) working days after the aforementioned meeting. If a grievance concerns teachers from more than one (1) building, the teachers may file the grievance with the Superintendent and by-pass Steps One and Two of this procedure. Group grievances, as defined in this section, shall be filed within ten (10) working days of when the employees knew or should have known of the act or condition upon which the grievance is based. The grievants shall have the option to file the grievance on a single form, but each grievant shall be required to sign the group grievance form to affirm his/her participation in the group grievance. Concerns representing more than one building may be addressed through a group meeting with all grievants in attendance.

E. Step Four

If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step Four, the Forum and the Board shall within ten (10) working days proceed as follows to establish an arbitration committee:

1. The Board shall appoint a member of the Board.
2. The Forum shall appoint a member of the Forum who is an employee of the Noblesville Schools.
3. The two (2) above appointed committee members shall, within thirty (30) days, appoint a mutually agreed upon third member who resides within the district.
4. The arbitration committee shall, within thirty (30) days after finalization of committee membership, conduct a hearing at which both the grievant and the administration may present evidence and question witnesses. The committee shall render its written decision within ten (10) days of the hearing. The decision shall be binding upon both parties.

F. Miscellaneous Provisions

The grievance must be appealed by the grievant to the next level within the specified time limit for that level or said grievance shall be deemed resolved by the school employer's answer at the previous level and abandoned.

If the administrative participants in Step One, Two, or Three are not available within the prescribed time, the grievance will proceed to the next level.

The proceedings and determination as a result of any grievance shall not become part of the personal file of the participant.

No reprisal shall be taken against any participant in the grievance procedure by reason of such participation.

All grievances filed and in process prior to the expiration date of the present agreement shall be processed to completion.

At any Step in the grievance procedure, the employee may be accompanied by a Forum representative at the employee's request.

At any Step in the grievance procedure, timelines may be extended by mutual agreement of the parties.

ARTICLE XIII

EVALUATION

- A. An evaluation committee composed of administrators and department heads, appointed by the Superintendent, and teachers, appointed by the Forum president, shall develop evaluation procedures and forms and shall submit them to the Board for its consideration.
- B. Teachers shall compose one-half (1/2) of the evaluation committee.
- C. Copies of the current procedures and forms will be distributed to all teachers at the beginning of each school year.

ARTICLE XIV

VACANCIES AND TRANSFERS

- A. Posting of Vacancies in Teaching Positions
 - 1. The Board or its designee shall post a list of all teacher positions, including extracurricular positions, as it determines that the position is or will become vacant.
 - 2. Vacancies for purposes of this Article do not include positions of teachers who are on a leave of absence approved by the Board.
 - 3. Posting of vacancies shall include the title of the vacant teaching position and the deadline for filing an application for transfer to this vacancy.
 - 4. Posting shall be placed on the Noblesville Schools' website, the administrative offices, teacher lounges and workrooms of each building at least ten (10) teacher days prior to the deadline for filing the application.
- B. Voluntary Transfers

For the purposes of this article, a transfer, voluntary or involuntary, shall be defined as a the movement of a teacher to another building within the district. An assignment shall be defined as the specific grade level(s) and/or subject area within the building that is specified to be that teacher's job/position, etc.

- 1. Beginning with the ratification of this Agreement, teachers who desire a transfer must either:

- (a) Respond to a posted vacancy for which he/she is interested within the ten (10) day posting period by submitting in writing or email a statement of such desire with the Superintendent, or
 - (b) Place on file with the Superintendent a standing written request submitted in writing or by email a request for transfer specifying school(s) to which the teacher would consider being transferred.
2. The teacher shall provide a copy of their request to transfer filed in accordance with Section (ii) immediately above with the principal of their school at the same time the request is filed with the Superintendent.
 3. Teachers who have requested a transfer shall receive notice in writing or by email from the Superintendent or his/her designee as to the receipt of the request.
 4. All requests for transfer to a specific school or in response to a posted vacancy shall be considered before a newly hired teacher is assigned to that position.
 5. Teachers who have requested transfers shall be notified in writing or by email by the Superintendent or his/her designee of the disposition of the request including the reason(s) for not granting the transfer if denied.
 6. Any teacher whose transfer request is denied will receive consideration for future vacancies only after filing another request.
 7. All requests for change of assignment within a school will be handled by the building principal, subject to review by the Superintendent or his/her designee. Requests for change of assignment within a school are not subject to this Article.

C. Involuntary Transfers/Reassignments

1. The Board reserves the right to transfer, assign, and reassign teachers when it determines the action to be in the best interest of Noblesville Schools:
 - (a) The Association President will be notified of the need for the pending transfers of teachers in the bargaining unit, and discussion will be held, if requested, by the Association President.
 - (b) All involuntary transfers/assignments within or outside of a school will be preceded by a consultation with the teachers affected.

(c) If possible, any situation applying the criteria set forth in Paragraph C, Section 2 immediately following will be resolved with a voluntary transfer or reassignment.

2. In the event of a need for an involuntary transfer, the following criteria shall be considered:

(a) Licensure from the Indiana Department of Education Division of Professional Standards.

(b) Successful teaching experience in the same or similar position.

(c) Length of most recent continuous service in a certificated/contracted position with Noblesville Schools.

(d) Total service in a certificated/contracted position in other school districts.

(e) Types of teaching experience in Noblesville Schools and in other school districts.

3. When considering involuntary transfers under the provisions of Paragraph C, Section 2 of this Article and all criteria are determined by the Superintendent or his/her designee to be relatively equal, the teacher with the fewest years of service in Noblesville Schools will be transferred.

4. If a teacher who is qualified under all of the five factors listed in Paragraph C, Section 2 of this Article is designated for involuntary transfer and is certified for more than one (1) vacancy available, he/she will receive consideration for placement in each position.

5. If possible, no teacher shall be involuntarily transferred to a different position more than once every two school years.

6. When it becomes necessary for a teacher to be involuntarily reassigned, the teacher who is reassigned will be given priority to return to his/her most recent assignment if such assignment becomes available if the teacher has made a written request to the Superintendent or his/her designee requesting priority to return to his/her prior assignment.

D. Transfer of Program to Another Site

1. In the event that a program is transferred to another site, teachers assigned to that program at the time that the transfer takes place shall be transferred to the other site, if the same number of positions are available within the grade level(s) or program at the new site.

2. In special circumstances that may involve the movement of twenty- five per cent or more of a building's faculty or grade level, a committee of three Forum-appointed teachers who will be affected by the move and three administrators may collaboratively agree on a transfer procedure by creating a Memorandum of Understanding.
3. In application of this Section [Article XIII, Paragraph D], a transfer of a program shall be defined as movement of an entire grade level or group of grade levels to another site within Noblesville Schools.
4. Individual teachers who are assigned to the program being transferred and who prefer not to move to the other site shall have the option to seek voluntary transfer to another grade level or position in which the teacher is certified. Transfers based on a change of program site shall be subject to the voluntary transfer provision in this Article.

ARTICLE XV

REDUCTIONS IN FORCE

- A. As the school employer, the Board shall have the responsibility and authority to manage and direct the operations and activities of the Noblesville Schools to the full extent authorized by law. This responsibility and authority includes:
 - (1) Directing the work of the its employees;
 - (2) Establishing policy;
 - (3) Hiring, promoting, transferring, assigning, and retaining employees;
 - (4) Suspending or discharging employees in accordance with applicable law;
 - (5) Maintain the efficiency of school operations; and
 - (6) Relieving employees from all or part of their duties because of lack of work, changes in the number of students served, changes in curriculum or course offerings, reduction in revenue, or other legitimate reason.
- B. "RIF", " as used in this Collectively Bargained Agreement means a "reductions in force", and is the exercise of the statutory responsibility of the Board as the school employer. "Discussion" with the Forum of changes in finances, enrollment, or curriculum that might require a RIF will begin before the names of individual teachers that may be subject to a RIF are identified and may be initiated by the Forum or the Superintendent acting for the Board. Discussion may continue if the RIF process continues and will be held according to the requirements of Ind. Code 20-29-6-7. However, this "discussion" requirement shall not give additional rights to a teacher whose contract would have been non-renewed or canceled in a RIF.
- C. To implement a RIF, in each position, subject area, grade level and/or assignment where the Board determines that a reduction in the number of teaching staff is necessary, non-permanent teachers will be released before semi-permanent teachers are released, and semi-permanent teachers will be released before permanent teachers are released. The statutory notice and procedure required for

the non-renewal of non-permanent teacher contracts, or the cancellation of semi-permanent and permanent teacher contracts will be followed by the Board when the Superintendent proposes that the Board implement a reduction in force.

- D. In acting on a proposed RIF, no permanent teacher will be released if there is a position the teacher is licensed to teach and agrees to accept which is occupied by a semi-permanent or non-permanent teacher, and no semi-permanent teacher will be released if there is a position the teacher is licensed to teach and agrees to accept which is occupied by a non-permanent teacher.
- E. Where possible, vacancies resulting from teachers retiring, resigning or taking leave will be used to implement a RIF before contract non-renewal and cancelation are utilized to implement a RIF. A teacher on leave of absence shall be eligible for release in a RIF.
- F. In moving from bargaining unit positions to be eliminated to teachers to be released in a RIF, selection among non-permanent, semi-permanent, and permanent teachers will be made according to the following criteria which are listed in order of priority:
 - (1) Licensure from the Indiana Department of Education Office of Educator Licensing & Development or its successor office within that Department.
 - (2) Successful teaching experience in the same or similar position.
 - (3) Length of most recent continuous service in a certificated position with the Noblesville Schools.
 - (4) Total service in certificated positions in other school districts.
 - (5) Types of teaching experience in the Noblesville Schools and in other school districts.
 - (6) Past and present participation in ECA.
- G. Teachers who have been laid off in a RIF will be offered any teaching position that becomes available using the same criteria as specified above. A teacher who fails to accept a position offered within five (5) calendar days after receipt of a written notice of recall to work after layoff forfeits his/her recall rights. The Board shall notify the teacher by e-mail if a current e-mail address is supplied by the teacher and the Forum President. A teacher shall also be notified by certified mail return receipt requested addressed to the teacher at his/her last address appearing on the records of the Board. Certified mail shall be presumed to have been received at the conclusion of two (2) school days (weekdays excluding legal holidays during Summer Break).
- H. A teacher on layoff shall remain on the recall list as long as the teacher sends written notice to the Superintendent at least once each school year (July 1 to the following June 30) during the month of May or June preceding the start of a school year. Any change in the teacher's licensure from the Indiana Department of Education Office of Educator Licensing & Development shall be included in the teacher's notice.

- I. Step 4 of the grievance procedure in Article XII, Section E, Sub-sections 1 through 4 shall not apply to implementation of this Article (Article XV) covering reductions in force. A non-permanent teacher requesting a conference pursuant to Ind. Code 20-28-7-9 through 12, or a semi-permanent or permanent teacher requesting a hearing pursuant to Ind. Code 20-28-7-1 through 6 shall have elected the requested conference or hearing as the forum in which to challenge a RIF and shall not have a right to file a grievance alleging a violation of this Collectively Bargained Agreement with respect to the RIF covered by the conference or hearing.

ARTICLE XVI

SUMMER SCHOOL

- A. All openings for summer school teachers shall be posted in each school building no later than May 1. Applications must be submitted within seven (7) calendar days of the posting. Teachers appointed to summer school positions shall be notified following the May Board meeting.
- B. A teacher of summer school shall be issued a supplemental service teacher's contract and shall be paid for each hour of instruction at an hourly rate based on his/her regular teacher's contract salary. This hourly rate shall be computed using the regular teacher's contract salary divided by one thousand one hundred four (1,104) hours. This provision shall apply only to teachers who teach courses which qualify for reimbursement from the State of Indiana and/or the awarding of credit from Noblesville High School.
- C. A teacher of summer school shall receive a sick leave day in proportion to the length of the summer school day.
- D. Teachers who use earned personal leave or accumulated sick leave during a summer school session shall be charged in proportion to the length of the summer school day.
- E. Positions in summer school shall be filled first by teachers regularly employed in the school corporation during the normal school year and who possess a regular teaching certificate.
- F. Teachers who teach summer school shall be paid during the summer session on the same pay dates as teachers who receive twenty-six (26) pays. However, at least two (2) weeks of summer school must elapse before the first summer school paycheck will be issued.
- G. Summer school teachers shall have two (2) hours prior to the summer school session of paid preparation time for each summer school class taught.

ARTICLE XVII

EFFECT OF AGREEMENT

- A. The Board construes and the Forum recognizes the provision of this agreement as constituting limitations and being the only limitations upon the Board’s right to manage the school system.
- B. All bargainable issues have been discussed during the negotiations leading to this agreement, and no additional bargaining on said issues will be conducted on any item, whether contained herein or not, during the life of this agreement, except by mutual consent.
- C. Should any Article or paragraph of this agreement be held illegal by a court of competent jurisdiction, such Article or paragraph, as the case may be, shall be automatically deleted from this agreement to the extent that it violates the law, but the remaining articles and paragraphs shall remain in full force and effect for the duration of the agreement, if not affected by the deleted Article or paragraph.

ARTICLE XVIII

TERM OF AGREEMENT

This agreement reached on August 20, 2010 shall be applied as in effect on August 9, 2010 and shall continue in effect until June 30, 2011.

The balance of this Agreement shall not be subject to bargaining until the parties begin negotiations for changes to be effective on or after June 30, 2011.

This agreement is made and entered into on this 7th day of September, 2010, by and between the Board of School Trustees of Noblesville Schools, County of Hamilton, State of Indiana, and the Noblesville Teachers Forum.

This is so attested to by the parties whose signatures appear below.

**NOBLESVILLE SCHOOLS
BOARD OF SCHOOL TRUSTEES**

NOBLESVILLE TEACHERS FORUM

Chris Hamm, President

Duska Landry, President

(This document was signed on September 7, 2010, by Chris Hamm, president of the Noblesville Schools Board of School Trustees, and Duska Landry, president of the Noblesville Teachers Forum.)*

NOBLESVILLE SCHOOLS 2010-2011 SALARY SCHEDULE

Note: 401(a) contribution increased to 2.50% on 1/1/2008

| Exp | Bachelor's Salary Schedule | | | | Master's Salary Schedule | | | | Master's Plus Salary Schedule | | | | Doctorate Salary Schedule | | | |
|-----|----------------------------|-------------------------|-------------------|-------------------------------|--------------------------|-------------------------|-------------------|-------------------------------|-------------------------------|-------------------------|-------------------|-------------------------------|---------------------------|-------------------------|-------------------|-------------------------------|
| | BS Base Pay | 401(a) Corp 2.50% | TRF Corp 3% | Base Pay + 401(a) + TRF | MS Base Pay | 401(a) Corp 2.50% | TRF Corp 3% | Base Pay + 401(a) + TRF | MS+ Base Pay | 401(a) Corp 2.50% | TRF Corp 3% | Base Pay + 401(a) + TRF | DR Base Pay | 401(a) Corp 2.50% | TRF Corp 3% | Base Pay + 401(a) + TRF |
| 0 | \$33,569 | \$839 | \$1,007 | \$35,415 | \$34,794 | \$870 | \$1,044 | \$36,708 | \$35,503 | \$888 | \$1,065 | \$37,456 | \$37,373 | \$934 | \$1,121 | \$39,429 |
| 1 | \$34,602 | \$865 | \$1,038 | \$36,505 | \$36,187 | \$905 | \$1,086 | \$38,177 | \$36,896 | \$922 | \$1,107 | \$38,925 | \$38,764 | \$969 | \$1,163 | \$40,896 |
| 2 | \$35,633 | \$891 | \$1,069 | \$37,593 | \$37,579 | \$939 | \$1,127 | \$39,646 | \$38,288 | \$957 | \$1,149 | \$40,394 | \$40,155 | \$1,004 | \$1,205 | \$42,364 |
| 3 | \$36,663 | \$917 | \$1,100 | \$38,679 | \$38,971 | \$974 | \$1,169 | \$41,114 | \$39,678 | \$992 | \$1,190 | \$41,860 | \$41,547 | \$1,039 | \$1,246 | \$43,832 |
| 4 | \$37,694 | \$942 | \$1,131 | \$39,767 | \$40,363 | \$1,009 | \$1,211 | \$42,583 | \$41,070 | \$1,027 | \$1,232 | \$43,329 | \$42,940 | \$1,074 | \$1,288 | \$45,302 |
| 5 | \$38,724 | \$968 | \$1,162 | \$40,854 | \$41,754 | \$1,044 | \$1,253 | \$44,050 | \$42,463 | \$1,062 | \$1,274 | \$44,798 | \$44,331 | \$1,108 | \$1,330 | \$46,769 |
| 6 | \$39,758 | \$994 | \$1,193 | \$41,945 | \$43,146 | \$1,079 | \$1,294 | \$45,519 | \$43,853 | \$1,096 | \$1,316 | \$46,265 | \$45,724 | \$1,143 | \$1,372 | \$48,239 |
| 7 | \$40,787 | \$1,020 | \$1,224 | \$43,030 | \$44,527 | \$1,113 | \$1,336 | \$46,976 | \$45,245 | \$1,131 | \$1,357 | \$47,733 | \$47,114 | \$1,178 | \$1,413 | \$49,705 |
| 8 | \$41,817 | \$1,045 | \$1,255 | \$44,117 | \$45,929 | \$1,148 | \$1,378 | \$48,455 | \$46,638 | \$1,166 | \$1,399 | \$49,203 | \$48,508 | \$1,213 | \$1,455 | \$51,176 |
| 9 | \$42,850 | \$1,071 | \$1,286 | \$45,207 | \$47,321 | \$1,183 | \$1,420 | \$49,924 | \$48,030 | \$1,201 | \$1,441 | \$50,672 | \$49,897 | \$1,247 | \$1,497 | \$52,641 |
| 10 | \$43,880 | \$1,097 | \$1,316 | \$46,293 | \$48,713 | \$1,218 | \$1,461 | \$51,392 | \$49,420 | \$1,236 | \$1,483 | \$52,138 | \$50,980 | \$1,275 | \$1,529 | \$53,784 |
| 11 | \$44,910 | \$1,123 | \$1,347 | \$47,380 | \$50,104 | \$1,253 | \$1,503 | \$52,860 | \$50,814 | \$1,270 | \$1,524 | \$53,609 | \$52,682 | \$1,317 | \$1,580 | \$55,580 |
| 12 | \$45,942 | \$1,149 | \$1,378 | \$48,469 | \$51,497 | \$1,287 | \$1,545 | \$54,329 | \$52,205 | \$1,305 | \$1,566 | \$55,076 | \$54,074 | \$1,352 | \$1,622 | \$57,048 |
| 13 | | | | | \$52,891 | \$1,322 | \$1,587 | \$55,800 | \$53,596 | \$1,340 | \$1,608 | \$56,544 | \$55,464 | \$1,387 | \$1,664 | \$58,515 |
| 14 | | | | | \$54,280 | \$1,357 | \$1,628 | \$57,265 | \$54,990 | \$1,375 | \$1,650 | \$58,014 | \$56,859 | \$1,421 | \$1,706 | \$59,986 |
| 15 | | | | | \$55,670 | \$1,392 | \$1,670 | \$58,732 | \$56,382 | \$1,410 | \$1,691 | \$59,483 | \$58,249 | \$1,456 | \$1,747 | \$61,453 |
| 16 | | | | | \$57,063 | \$1,427 | \$1,712 | \$60,201 | \$57,772 | \$1,444 | \$1,733 | \$60,949 | \$59,640 | \$1,491 | \$1,789 | \$62,920 |
| 17 | | | | | \$58,455 | \$1,461 | \$1,754 | \$61,670 | \$59,165 | \$1,479 | \$1,775 | \$62,419 | \$61,035 | \$1,526 | \$1,831 | \$64,392 |
| 18 | | | | | \$59,847 | \$1,496 | \$1,795 | \$63,139 | \$60,557 | \$1,514 | \$1,817 | \$63,888 | \$62,424 | \$1,561 | \$1,873 | \$65,857 |
| 19 | \$48,262 | \$1,207 | \$1,448 | \$50,916 | \$65,679 | \$1,642 | \$1,970 | \$69,291 | \$66,482 | \$1,662 | \$1,994 | \$70,139 | \$68,160 | \$1,704 | \$2,045 | \$71,909 |

| EXTRACURRICULAR SALARY SCHEDULE | | | | |
|---------------------------------|--------|----------|----------|---------|
| BS & 0 PAY - BASE 2008-2009 | | \$33,569 | | |
| CATEGORY | INDEX | Base Pay | TRF/Corp | ECA |
| I. | 0.2250 | \$7,553 | \$227 | \$7,780 |
| II. | 0.1230 | \$4,129 | \$124 | \$4,253 |
| III. | 0.0985 | \$3,307 | \$99 | \$3,406 |
| IV. | 0.0800 | \$2,686 | \$81 | \$2,766 |
| V. | 0.0669 | \$2,246 | \$67 | \$2,313 |
| VI. | 0.0475 | \$1,595 | \$48 | \$1,642 |
| VII. | 0.0365 | \$1,225 | \$37 | \$1,262 |
| VIII. | 0.0299 | \$1,004 | \$30 | \$1,034 |
| IX. | 0.0234 | \$786 | \$24 | \$809 |
| X. | 0.0150 | \$504 | \$15 | \$519 |

To qualify for the MS+15 schedule, a teacher must earn fifteen (15) semester hours of graduate level credit above and beyond a Master's Degree with nine (9) of fifteen (15) hours credit in the certified assignment. A master's degree must be completed prior to the fifteen (15) hours being awarded with all credits being earned at a nationally accredited academic institution.

To qualify for the Doctorate pay scale, the degree must be earned from an accredited institution.

EXTRACURRICULAR SALARY SCHEDULE

Extracurricular stipends will be determined by the indexed amount of the base salary, as determined by the category level into which the activity is placed. Placement for the 2010-2011 school year has been agreed upon by the Board and the Forum.

If the Board determines that there is a vacancy in an extracurricular position, it will consider any bargaining unit member who applies for the position before hiring someone who is not a member of the unit.

If, during the life of the negotiated agreement, the Board adds a position to this schedule, the category shall be determined by the following procedure:

1. The Forum President or his/her designee and the Superintendent or his/her designee shall determine a category which reflects the sum paid to teachers performing similar functions.
2. The category shall be recommended to the Board for its approval.
3. The category decided upon by the Board shall remain in effect until the ECA schedule or portions thereof is renegotiated.

BS & 0 PAY - BASE 2010-2011 \$33,569

CATEGORY

| | <u>INDEX</u> | <u>ECA</u> | <u>NO. POS.</u> |
|-------|--------------|------------|-----------------|
| I. | 0.2250 | \$7,553 | 3 |
| II. | 0.1230 | \$4,129 | 27 |
| III. | 0.0985 | \$3,307 | 17 |
| IV. | 0.0800 | \$2,686 | 30 |
| V. | 0.0669 | \$2,246 | 42 |
| VI. | 0.0475 | \$1,595 | 21 |
| VII. | 0.0365 | \$1,225 | 59 |
| VIII. | 0.0299 | \$1,004 | 54 |
| IX. | 0.0234 | \$ 786 | 6 |
| X. | 0.0150 | \$ 504 | 46 |

CATEGORY I

High School - Head Boys' Basketball
 High School - Head Girls' Basketball
 High School - Head Football

CATEGORY II

High School - Athletic Trainer - all sports (x4 the stipend in this category)
 High School - Assistant Athletic Trainer
 High School - Head Wrestling
 High School - Head Boys' Soccer

- High School - Head Girls' Soccer
- High School - Head Baseball
- High School - Head Girls' Softball
- High School - Head Swimming (2)
- High School - Head Boys' Track
- High School - Head Girls' Track
- High School - Head Girls' Volleyball
- High School - Head Cheerleaders
- High School - Assistant Football (5)
- High School - Assistant Boys' Basketball (2-Varsity Assistant and JV)
- High School - Assistant Girls' Basketball (2-Varsity Assistant and JV)
- High School - Ticket Manager
- High School - Auditorium Manager

CATEGORY III

- High School - Head Boys' Tennis
- High School - Head Girls' Tennis
- High School - Head Boys' Golf
- High School - Head Girls' Golf
- High School - Head Boys' Cross Country
- High School - Head Girls' Cross Country
- High School - Head Diving
- High School - Assistant Swim
- High School - Football 9 (2)
- High School - Boys' Basketball 9 (2)
- High School - Girls' Basketball 9 (2)
- High School - Head Gymnastics
- High School - Vocal Music Director
- High School - Instrumental Music Director

CATEGORY IV

- High School - Weight Room Coordinator
- High School - Summer Band Auxiliary Corps
- High School - Assistant Instrumental Music Director
- High School - Assistant Wrestling
- High School - Assistant Boys' Track (3)
- High School - Assistant Girls' Track (3)
- High School - Assistant Boys'/Girls' Track
- High School - Assistant Swimming (2)
- High School - Assistant Varsity Volleyball
- High School - Assistant Volleyball
- High School - Assistant Softball (2-Varsity Assistant and JV)
- High School - Assistant Baseball (2-Varsity Assistant and JV)
- High School - Assistant Cheerleaders (3)
- Middle School- Head Football 8
- Middle School- Head Football 7
- Middle School- Head Boys' Basketball 8

Middle School - Head Boys' Basketball 7
 Middle School- Head Cheerleaders
 Middle School- Head Girls' Basketball 7-8 (2)

CATEGORY V

High School - Strings Director
 High School - Winter Conditioning Coordinator
 High School - Assistant Baseball
 High School - Baseball 9
 High School - Softball 9
 High School - Wrestling 9
 High School - Volleyball 9
 High School - Assistant Football 9 (2)
 High School - Assistant Boys' Soccer
 High School - Assistant Girls' Soccer
 High School - Assistant Gymnastics
 High School - H.S. Yearbook
 High School - Speech Team Coach
 High School - Debate Coach
 Middle School- Head Boys' Swimming
 Middle School- Head Girls' Swimming
 Middle School- Head Boys' Track
 Middle School- Head Girls' Track
 Middle School- Head Boy's Cross Country
 Middle School- Head Girls' Cross Country
 Middle School- Head Wrestling
 Middle School- Head Baseball 8
 Middle School- Head Baseball 7
 Middle School - 8th Grade Girls' Softball
 Middle School - 7th Grade Girls' Softball
 Middle School- Assistant Boys' Basketball (2)
 Middle School- Assistant Football (4)
 Middle School- Assistant Cheerleaders
 Middle School- Assistant Girls' Basketball 7-8 (2)
 Middle School- Head Volleyball 7-8 (2)

CATEGORY VI

High School - Summer Vocal Music
 High School - Boys' Soccer "C" Team
 High School - Girls' Soccer "C" Team
 High School - Guard
 High School - Head Dance
 High School - Academic Competition Coordinator
 High School - Academic Competition Coaches (4)
 Middle School- Boys' Golf
 Middle School- Girls' Golf
 Middle School- Tennis (2)
 Middle School- Assistant Boys' Track (2)
 Middle School- Assistant Girls' Track (2)

Middle School- Assistant Wrestling
 Middle School- Athletic Trainer
 Middle School- Guidance Director
 Middle School- Assistant Spring Athletic Director
 Middle School- Academic Support Stipend (4)

CATEGORY VII

High School - Assistant Dance
 High School - Assistant Boys' Tennis
 High School - Assistant Girls' Tennis
 High School - Assistant Boys' Golf
 High School - Assistant Girls' Golf
 High School - Assistant Boys' Cross Country
 High School - Assistant Girls' Cross Country
 High School - Student Government (2)
 High School - Newspaper
 High School - Science Club
 High School - Open Laboratory Supervision (9) (5 Art. & 4 Ind. Tech.)
 High School - Class Sponsor – Senior (2)
 High School - Class Sponsor - Junior (2)
 High School - Assistant Summer Golden Guard
 High School - Literary Magazine (2)
 High School - Director/School Play (2)
 High School - Clubs (18)
 High School - Academic Competition Coaches (1)
 Middle School- Clubs (9)
 Middle School- Academic Competition (2)
 Middle School- Outdoor Education Development

CATEGORY VIII

High School - Vocal Music Director/Musical
 High School - Pit Director/Musical
 High School - Winter Drum Line/Color Guard (3)
 High School - National Honor Society
 High School - Vocal Music Assistant
 High School - Science Projects (3)
 Middle School- Diving
 Middle School- Journalism (Yearbook)
 Middle School- Student Council
 Middle School- Media Team
 Middle School- Rain Forest Experience (2)
 Middle School- Academic Team Chairs (10)
 Middle School- Depart Chairs: health/PE, English, math, science, social studies, special ed. (6)
 Inter. School - Athletic Facilities Coordinator
 Inter. School - 6th Grade Boys' Basketball (2)
 Inter. School - 6th Grade Girls' Basketball (2)
 Inter. School - Academic Team Chairs 6 (6)
 Inter. School - Academic Team Chairs 5 (7)

- Inter. School - Grade Level Chairperson 5
- Inter. School - Grade Level Chairperson 6
- Inter. School - Wellness Team Leader
- Inter. School - Special Education Team Leader

CATEGORY IX

- High School - Open Gymnasium Supervision/two seasons (6)

CATEGORY X

- High School - Open Gymnasium Supervision/one season (16)
- High School - Summer Brass
- High School - Summer Percussion
- High School - Summer Woodwind
- High School - Class Sponsors - Sophomore
- High School - Class Sponsors – Freshman
- Middle School- Band/Strings Concerts (3)
- Middle School- Choir
- Middle School- AV Coordinator
- Middle School- Area Coordinators - art, computers, FACS, foreign language, music (5)
- Inter. School - Band/Strings Concerts (5)
- Inter. School - Choir 6
- Inter. School - Student Council
- Inter. School - Newspaper
- Inter. School - Drama Club (2)
- Inter. School - Computer Club
- Inter. School - Math Club
- Inter. School - Science Fair
- Inter. School - Yearbook Sponsor
- Inter. School - Academic Competition Sponsor

ACADEMIC EXTRACURRICULAR PROGRAM

Activities may be offered in each elementary school and at the intermediate school for grade five (5). A minimum enrollment of ten (10) students per sponsor is required before an activity may be offered. The rate of pay for one (1) AEP session is \$250.00.

Student sessions shall be a minimum of forty-five (45) minutes in length, and contests, performances, exhibitions, etc., will count as one (1) student session.

Each elementary building will have a total of sixteen (16) \$250.00 AEP stipends. The intermediate school 5th grade will have a total of sixteen (16) \$250.00 AEP stipends. An additional three (3) \$250.00 stipends per elementary building are allocated for PLATO.

A committee of three (3) teachers appointed by the Forum and three (3) administrators shall constitute the AEP Committee. The Committee, on the basis of proposals submitted annually, shall recommend to the Board activities to be offered and staff members to conduct those activities.

If the number of students justifies, the Committee may award an unused stipend to another activity within the same category.

If the request for clubs exceeds the number of available stipends at Noblesville Intermediate School, Noblesville Middle School or Noblesville High School, a committee of three (3) Forum members and three (3) administrators shall convene to recommend to the Board activities to be offered and staff members to conduct those activities.

SICK LEAVE BANK RULES

1. Purpose. To provide additional sick or accidental benefits beyond normal sick leave policy for certified staff members who are unable to perform their normal duties because of illness, quarantine, disability, or doctor's advice.
2. Participants. All certified personnel who choose to contribute. Non-contributors relinquish the right to benefit from the bank. It will be the responsibility of the sick leave bank committee to contact new certified employees concerning membership.
3. Structure.
 - a. The bank shall be formed and maintained by consenting participants who contribute one (1) sick day each year to the sick leave bank.
 - b. Continuous membership will be granted to participants who contribute a minimum of five (5) days.
 - c. Once the sick leave days are contributed to the sick leave bank, they shall not be withdrawn and reapplied to the individual participant's sick leave and remain a member of the sick leave bank.
 - d. In the event the total number of days in the sick leave bank should drop below two hundred (200) days, each member of the bank shall be assessed an additional sick leave day in order to rebuild the bank. If at the time a member has no remaining sick leave days, he/she shall be exempt from this assessment.
 - e. A sick leave bank committee shall consist of four (4) members of the bargaining unit, appointed by the Noblesville Teachers' Forum, and the president of the Forum or his/her designee.
 - f. The decision of the sick leave bank committee shall be final and may not be grieved.
 - g. Any days that are granted for use from the sick leave bank but are not used shall be returned to the bank.
4. Procedures.
 - a. Withdrawal
 1. Written application shall be made by the participant or a member of his/her family accompanied by a physician's statement that the member is unable to return to work due to health reasons and an estimate of the length of leave.
 2. Days from the sick leave bank may be granted only upon authorization by a simple majority of the sick leave committee. The chairperson shall be responsible for convening the committee to consider applications for sick leave bank days and shall report the decision of the committee to the applicant and the Superintendent.

3. The applicant must use all of his/her own sick leave days before application may be granted.
 4. No participant who is eligible for long term disability coverage shall be granted days from the sick leave bank once the participant is eligible to receive long term disability payments.
 5. A maximum number of days to be granted per participant shall be ninety (90) days per school year. However, a participant eligible for long term disability payments may not receive more that sixty (60) days at one time.
 6. The annual enrollment period for accepting voluntary membership in the sick leave bank shall be the first thirty (30) days of the school year.
 7. A participant employed by the School Corporation after the annual enrollment period has passed shall have ten (10) days from the date of employment in which to enroll in the sick leave bank.
 8. If, at any time, a member of the sick leave bank desires to withdraw from the bank, he/she shall write a letter to the president of the Forum requesting such withdrawal. Upon receipt of the letter, the President shall immediately notify the Superintendent's office of the withdrawal, which will then become effective immediately. In this event, the days contributed by the withdrawing member shall be returned to the member's accumulated sick leave except for one (1) day for each year of membership in the sick leave bank. The enrollment period at the beginning of the next school year would be the next opportunity for this teacher to rejoin the bank.
 9. A retiring teacher may also donate at least one (1) sick day from May 15 through May 22 of the same year.
 10. The Sick Leave Bank Committee may exercise its right to deny requested days even if a doctor's note is submitted.
- b. Record Keeping
1. Forms concerning application for and use of the sick leave bank shall be supplied by the Forum and shall be made available in the administrative office of each school building.
 2. Both the Superintendent's office and the Forum shall keep records on the number of days in the sick leave bank and of the use of such days by participants. These records shall be reconciled at the end of each semester.
5. Amendments. These rules shall be amended only by consent of the Board and the Forum.
 6. Limitations. If the participating member is unable to perform the member's contracted duties due to:
 - a. Mental or emotional disorder, organic or non-organic in nature; or

- b. Alcoholism; or
- c. Drug abuse or addiction

The member shall be eligible to receive sick bank benefits only if the member is receiving inpatient or intensive outpatient therapy at a hospital or treatment center certified to treat such conditions.

CHRONIC ILLNESS LEAVE BANK

- A. Purpose. It is the purpose of the Chronic Illness Leave Bank (“CILB”) to provide bargaining unit members with an opportunity to be protected from a portion of the financial burden that may result from an absence from work in excess of their accrued sick leave that is the result of chronic illness, or injury that is sufficiently severe to prevent the member from performing their duties for the Noblesville Schools. “Chronic illness” as used here means an illness of long duration or an illness that results in frequent recurrence of the same symptoms as distinguished from acute or short-term illness.
- B. Participants. All bargaining unit members shall be eligible to become a member of the CILB. Bargaining unit members who do not enroll at the time they are hired shall not be permitted to enroll in the CILB until an open enrollment period is declared by the CILB Committee and they shall not be entitled to apply for CILB leave based upon a condition that had been diagnosed by a healthcare provider at the time of the application for the first semester following enrollment. It is the responsibility of the CILB Committee to contact newly hired bargaining unit members at the time of employment to offer membership in the CILB.
- C. Structure & Operation of the CILB.
1. Contribution of Sick Leave Days. The CILB shall be formed and maintained by bargaining unit members who voluntarily contribute one (1) sick day when a need is declared by the CILB Committee. If the CILB Committee declares a need for the contribution of an additional sick leave day by CILB members, a member may choose not to contribute the sick leave day. Refusal to contribute a sick leave day when the need is declared by the CILB Committee shall be a resignation from the CILB and sick leave days contributed shall not be credited back to the resigning member.
 2. Open Enrollment Period. The CILB Committee will declare an open enrollment period for bargaining unit members to join the CILB for the first fifteen days (15) teacher contract days in each school year. A bargaining unit member who is first employed after the school year begins may become a CILB member by notifying the CILB by e-mail and authorizing the contribution of a sick leave day within ten (10) teacher contract days following the first day of employment.
 3. Option to Donate Days at Retirement. A bargaining unit member may donate his/her unused sick days to the CILB effective on the bargaining unit member’s retirement date.
 4. Withdrawal. A bargaining unit member may withdraw from the CILB at any time by notifying the CILB Committee in writing, requesting withdrawal. Upon receipt of the letter, the CILB Committee shall immediately notify the Superintendent’s designee of the withdrawal, which will become effective immediately. If a CILB member withdraws from the CILB, the withdrawing member will not be credited with sick leave days contributed by the member. A CILB member who has withdrawn may return to the CILB membership during an open enrollment period, but shall not be credited with the days previously forfeited to the CILB.

5. Call for Contribution of Days. In the event the total number of days in the CILB should drop below a level determined by the CILB Committee, each member of the CILB shall be assessed an additional sick leave day in order to rebuild the CILB balance of contributed days. If a member has no remaining sick leave days to contribute at the time the CILB Committee requires the contribution of additional days, the member shall remain a member of the CILB and shall be exempt from the assessment.
6. CILB Committee. The CILB Committee shall consist of three (3) members of the bargaining unit, appointed by the Forum President.
7. CILB Committee Decisions Not Grievable. A decision of the CILB Committee is final and may not be grieved using the Grievance in Article XII of this Collectively Bargained Agreement.
8. Unused Approved Days. Any days that are granted for use to a bargaining unit member by the CILB but are not used shall be returned to the CILB.
9. CILB Leave Concurrent with FMLA Leave. Committee CILB days shall be concurrent to any days the member is eligible for under the Family & Medical Leave Act for the member's own serious health condition.

D. CILB Procedure.

1. Applications for CILB Days.
 - a. Written Application. A CILB member or a representative authorized by and acting for a CILB member may apply for CILB days. The written application shall be supported by a healthcare provider's statement stating the need for CILB leave and describing the member's inability to work and the number of CILB days requested.
 - b. Vote of the CILB Committee. Days from the CILB may be granted only upon authorization by a simple majority of the CILB Committee. The Chair of the CILB Committee shall be responsible for convening the CILB Committee to consider applications for CILB days and shall report the decision of the CILB Committee to the applicant and the Superintendent.
 - c. Individual Sick Leave Days Must Be Used First. The applicant must use all of his/her own sick leave days before a CILB day may be applied to the member's absence.
 - d. Relation of CILB Leave and LTD Insurance. No member who is eligible for long term disability coverage shall be granted days from the CILB once the participant is eligible to receive long term disability payments. A grant of CILB days may be conditioned upon the applicant's application for long term disability benefits.
 - e. Maximum Grant of 90 CILB Leave Days. No member will be granted more than ninety (90) CILB leave days per school year. A participant eligible for long term disability payments may not receive more than sixty (60) days at one time.

- f. CILB Committee Discretion. The CILB Committee may deny requested days even if a healthcare provider's supporting documentation.
- 2. Forms & Recordkeeping.
 - a. Forms Made Available by the Forum. Forms to apply for and use of CILB days shall be supplied by the Forum and shall be made available in the Central Office of the Noblesville Schools and on a web site accessible to CILB members.
 - b. Superintendent & Forum Will Maintain Records. The Superintendent's office and the Forum shall keep records on the number of days in the CILB and of the use of such days by members. The Forum and Superintendent's records shall be reconciled at least once each school year.
- E. Amendments. The CILB's rules are part of the Collectively Bargained Agreement between the Board and Forum and may be amended at any time by agreement of the Board and the Forum upon the recommendation of the CILB Committee.
- F. Limitations. If the CILB member is unable to perform the member's duties due to conditions that would not qualify the member for leave under the Family & Medical Leave Act as amended, or would not constitute a "disability" under the Americans with Disabilities Act as amended, the CILB member shall not be eligible for leave from the CILB.

GRIEVANCE FORM

STEP II

A grievance is defined as an alleged violation of a specific article or section of this agreement or an alleged violation of the evaluation procedure as adopted by the Board or in administrative regulation. The "statement of grievance" shall name the employee involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions of this agreement alleged to be violated, shall state the contention of the employee with respect to these provisions, and shall indicate the relief requested.

Grievance # _____

- Distribution:
- 1. Principal
 - 2. Superintendent
 - 3. Forum President
 - 4. Teacher

Building

Assignment

Name of Grievant

Date Filed

I. Date cause of grievance occurred _____

II. 1. Identify the appropriate provision(s) alleged to be violated.

2. Statement of facts leading to the grievance and the relief sought.

Signature of Grievant

Date

III. Disposition of Principal _____

Signature of Principal

Date

For additional space, attach sheets to this form.

EXTENDED CONTRACTS

| <u>POSITION</u> | <u>NO. OF POSITIONS</u> | <u>NO. OF EXTRA DAYS</u> |
|------------------------------|-------------------------|--------------------------|
| High School Guidance | 4 | 8 |
| Middle School Guidance | 2 | 7 |
| Middle School Technology | 1 | 10 |
| Intermediate School Guidance | 2 | 7 |
| Business Co-op | 1 | 7 |