



**CONTRACT AGREEMENT  
2011-2012**

Terry Rich

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## **ARTICLE I**

### **AGREEMENT**

This agreement is made and entered into on December 12, 2011, 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, directors, assistant directors, athletic directors, principals, assistant principals, supervisors, high school department chairpersons, nurses, substitute and temporary contract teachers. 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**

### **PROFESSIONAL COMPENSATION**

- A. The base salaries of teachers covered by this agreement are set forth in Appendix A, which is attached to and incorporated in this agreement. Such salaries shall remain in effect during the term of this agreement. The base salary for a full time beginning teacher is no less than \$35,100.
- B. The Corporation shall contribute three percent (3%) of each teacher’s salary to the Indiana State Teachers’ Retirement Fund.
- C. The initial salary of a candidate for employment shall be established by agreement between the candidate and a representative of the school corporation prior to the employment of the candidate.
- 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. Teachers new to Noblesville Schools may receive salary consideration 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 consideration, the teacher must provide the school corporation with documentation of service in the armed forces and a copy of his/her honorable discharge.
- F. 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 Teachers' 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 Teachers' 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.

- G. 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. 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. If the entire day is cancelled, teachers may be required to make up the day with no additional pay due for the make-up day.
- H. All certified staff members who anticipate earning a degree or additional credit which would qualify them for a salary increase 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.
- I. Extracurricular programs shall be compensated in accordance with Appendix B which is attached to and incorporated into this agreement.
- J. Extended contracts shall be compensated in accordance with Appendix E which is attached to and incorporated into this agreement.
- K. The Board agrees to provide flu shots free of charge to staff and insured dependents on the Noblesville Schools hospitalization plan at a cost of up to twenty-five dollars (\$25.00) per staff member.

## **ARTICLE IV**

### **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. The single premium benefit will also cover a Medicare supplement plan for the teacher only.

The premium amount may not be received in lieu of enrolling in the group hospitalization plan.

The maximum benefit for husband and wife shall be one hundred percent (100%) of the family coverage core plan premium effective September 1, 2011 (\$15,959.04), for married couples who have previously received this benefit except that the spouse who serves as the owner of the coverage shall pay the same percentage of subsequent premium increases that all other teachers participating in the program pay.

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.

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.

D. Vision

Each full-time teacher has the option to receive either a single or family coverage premium, paid at eighty percent (80%) by the Board. The premium amount may not be received in lieu of enrolling in the group vision care plan.

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. The premium amount may not be received in lieu of enrolling in the group dental plan.

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.

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. Eligibility. To be eligible to share in future contributions made to VEBA, a teacher must have signed a regular teacher's contract.
2. 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.

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 VEBA.
4. 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. **Indiana State 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.
5. **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.
6. **Distributions.** Following retirement and the satisfaction of the vesting requirements set forth in above subsection G4 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.)
7. **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.

## **ARTICLE V**

### **LEAVES**

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. Sick leave, upon request by the teacher, shall be granted in one-half (1/2) day units.

B. Catastrophic Illness/Injury Leave Bank

1. Purpose. It is the purpose of the Catastrophic Illness/Injury Leave Bank (“CIILB”) 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. “Catastrophic illness/injury” as used here means an illness or injury of long duration or an illness that results in frequent recurrence of the same symptoms as distinguished from acute or short-term illness.
2. Participants. All bargaining unit members shall be eligible to become a member of the CIILB. Bargaining unit members who do not enroll at the time they are hired shall not be permitted to enroll in the CIILB until an open enrollment period is declared by the CIILB Committee and they shall not be entitled to apply for CIILB 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 CIILB Committee to contact newly hired bargaining unit members at the time of employment to offer membership in the CIILB.
3. Structure & Operation of the CIILB.
  - a. Contribution of Sick Leave Days. The CIILB shall be formed and maintained by bargaining unit members who voluntarily contribute one (1) sick day when a need is declared by the CIILB Committee. If the CIILB Committee declares a need for the contribution of an additional sick leave day by CIILB 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 CIILB Committee shall be a resignation from the CIILB and sick leave days contributed shall not be credited back to the resigning member.
  - b. Open Enrollment Period. The CIILB Committee will declare an open enrollment period for bargaining unit members to join the CIILB 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 CIILB member by notifying the CIILB by e-mail and authorizing the contribution of a

sick leave day within ten (10) teacher contract days following the first day of employment.

- c. **Option to Donate Days at Retirement.** A bargaining unit member may donate his/her unused sick days to the CIILB effective on the bargaining unit member's retirement date.
  - d. **Withdrawal.** A bargaining unit member may withdraw from the CIILB at any time by notifying the CIILB Committee in writing, requesting withdrawal. Upon receipt of the letter, the CIILB Committee shall immediately notify the Superintendent's designee of the withdrawal, which will become effective immediately. If a CIILB member withdraws from the CIILB, the withdrawing member will not be credited with sick leave days contributed by the member. A CIILB member who has withdrawn may return to the CIILB membership during an open enrollment period, but shall not be credited with the days previously forfeited to the CIILB.
  - e. **Call for Contribution of Days.** In the event the total number of days in the CIILB should drop below a level determined by the CIILB Committee, each member of the CIILB shall be assessed an additional sick leave day in order to rebuild the CIILB balance of contributed days. If a member has no remaining sick leave days to contribute at the time the CIILB Committee requires the contribution of additional days, the member shall remain a member of the CIILB and shall be exempt from the assessment.
  - f. **CIILB Committee.** The CIILB Committee shall consist of three (3) members of the bargaining unit, appointed by the Forum President.
  - g. A decision of the CIILB Committee is final.
  - h. **Unused Approved Days.** Any days that are granted for use to a bargaining unit member by the CIILB but are not used shall be returned to the CIILB.
  - i. **CIILB Leave Concurrent with FMLA Leave.** Committee CIILB 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.
4. **CIILB Procedure.**
- a. **Applications for CIILB Days.**
    - i. **Written Application.** A CIILB member or a representative authorized by and acting for a CIILB member may apply for CIILB days. The written application and shall be supported by a healthcare provider's statement stating the need for CIILB leave and describing the member's inability to work and the number of CIILB days requested.
    - ii. **Vote of the CIILB Committee.** Days from the CIILB may be granted only upon authorization by a simple majority of the CIILB Committee. The Chair of the CIILB Committee shall be responsible for convening the CIILB Committee to consider applications for CIILB days and shall report the decision of the CIILB Committee to the applicant and the Superintendent.

- iii. Individual Sick Leave Days Must Be Used First. The applicant must use all of his/her own sick leave days before a CIILB day may be applied to the member's absence.
- iv. Relation of CIILB Leave and LTD Insurance. No member who is eligible for long term disability coverage shall be granted days from the CIILB once the participant is eligible to receive long term disability payments. A grant of CIILB days may be conditioned upon the applicant's application for long term disability benefits.
- v. Maximum Grant of 90 CIILB Leave Days. No member will be granted more than ninety (90) CIILB leave days per school year. A participant eligible for long term disability payments may not receive more than sixty (60) days at one time.
- vi. CIILB Committee Discretion. The CIILB Committee may deny requested days even if a healthcare provider's supporting documentation.

b. Forms & Recordkeeping.

- i. Forms Made Available by the Forum. Forms to apply for and use of CIILB 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 CIILB members.
- ii. Superintendent & Forum Will Maintain Records. The Superintendent's office and the Forum shall keep records on the number of days in the CIILB and of the use of such days by members. The Forum and Superintendent's records shall be reconciled at least once each school year.

- 5. Amendments. The CIILB'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 CIILB Committee.
- 6. Limitations. If the CIILB 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 CIILB member shall not be eligible for leave from the CIILB.

C. 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. For the purpose of this section, the last student day of the school year shall be considered the day before a school holiday.

D. 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.
7. Bereavement leave, upon request by the teacher, shall be granted in one-half (1/2) day units.

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 D 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 to 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. 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.

I. 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.

J. Emergency Family Care Leave

1. When a teacher believes he/she has an emergency family care leave need and has exhausted all other available paid leave, the teacher may request that the Superintendent grant paid emergency family care leave. Such request shall provide the Superintendent with detailed documentation of the need in the same manner that teachers document the need for catastrophic illness/injury leave days.
2. Emergency Family Care Leave will be designated as applicable to a spouse or dependent qualified children as defined by the IRS Code. Catastrophic illness/injury will be defined as life threatening.
3. Upon receipt of the request and documentation, the Superintendent shall have total discretion as to whether or not to grant the request, and if so, in what amount of days. The negotiated catastrophic illness/injury leave provision and practice notwithstanding in this situation, any days the Superintendent determines to grant shall be taken from the Catastrophic Illness/Injury Leave Bank.
4. Though members of the catastrophic illness/injury leave bank committee have no authority or role to play in regard to this action, as a courtesy, the Superintendent will notify them in writing of this decision.
5. It is understood that in making this decision, the Superintendent shall consider the severity of the cause for such need and this decision shall be final. The decision shall not set precedent.

K. 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 VI

### 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.

1. 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 2.5% of the teacher's base salary. The 3% contribution to the Indiana State Teachers' Retirement 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.

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.

2. Timing of Matching Contributions. Contributions to the Matching 401(a) Plan shall be forwarded to the 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 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/her 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. 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.
2. 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.
3. 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 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. **Indiana State 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.
4. **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.
5. **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 C3, 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 C3 and becomes permanently disabled while employed by 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.

## **ARTICLE VII**

### **SUMMER SCHOOL**

- A. 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 base contract salary. This hourly rate shall be computed by dividing the teacher's base salary daily rate by six 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.
- B. A teacher of summer school shall receive a sick leave day in proportion to the length of

the summer school day.

- C. 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.
- D. 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.
- E. 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 VIII**

### **TERM OF AGREEMENT**

This Agreement reached on December 12, 2011 shall be applied as in effect on August 9, 2011 and shall continue in effect until June 30, 2012.

The inclusion of any provision of this Agreement that is prohibited under IC 20-29-6-4.5 is not a precedent for the inclusion of other provisions prohibited by such law, a waiver of the Board's right to object to the inclusion of the provision in future agreements or to be used as evidence of the Board's acquiescence in violating the law.

This Agreement is made and entered into on this December 12, 2011, 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 TEACHERS FORUM

NOBLESVILLE SCHOOLS BOARD OF  
SCHOOL TRUSTEES

\_\_\_\_\_  
Duska Landry, President

\_\_\_\_\_  
Jane Barr, President

*(This was signed on December 12, 2011, by Duska Landry and Jane Barr)*



## EXTRACURRICULAR SALARIES

## Appendix B

Extracurricular stipend base pay will be an amount determined by the category level into which the activity is placed. Placement for the 2011-2012 school year has been agreed upon by the Board and the Forum.

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 are renegotiated.

CATEGORY	BASE PAY	TRF/CORP	ECA	NO. POS.
I.	\$7,553	\$227	\$7,780	3
II.	\$4,129	\$124	\$4,253	27
III.	\$3,307	\$99	\$3,406	17
IV.	\$2,686	\$81	\$2,766	30
V.	\$2,246	\$67	\$2,313	42
VI.	\$1,595	\$48	\$1,642	21
VII.	\$1,225	\$37	\$1,262	59
VIII.	\$1,004	\$30	\$1,034	54
IX.	\$ 786	\$24	\$809	6
X.	\$ 504	\$15	\$519	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  
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)  
Middle School-Math, Language Arts, Science, Social Studies,  
Special Education Department Chairpersons

### CATEGORY V

High School-Orchestra 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-H.S. Newspaper  
High School-Speech/Debate Team Coach (2)  
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)  
Middle School-Wellness Department Chairperson

#### 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 Auxiliary Corp  
High School-Literary Magazine (2)  
High School-Director/School Play (2)

High School-Clubs (18)  
High School-Academic Competition Coaches (1)  
High School-National Honor Society (2)  
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/ Auxiliary Corp (3)  
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)  
Inter. School-Athletic Facilities Coordinator  
Inter. School-6<sup>th</sup> Grade Boys' Basketball (2)  
Inter. School-6<sup>th</sup> 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.

EXTENDED CONTRACTS

Appendix C

POSITION	NO. OF POSITIONS	NO. OF EXTRA DAYS
High School Guidance	5	8
Middle School Guidance	2	7
Intermediate School Guidance	2	7
Business Co-op	1	

