



**CONTRACT AGREEMENT
2017-2018 and 2018-2019**

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ARTICLE I
AGREEMENT

This agreement is made and entered into on October 4, 2017, by and between the Board of School Trustees of the Noblesville Schools (“Board” or “Corporation”) 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

* To facilitate the transition to a compliant compensation model for 2018-2019 in accordance with the 2017 IEERB Compliance Rubric, salary adjustments for 2017-2018 will consist of placement onto the reconfigured salary scale found in Appendix A.*

A. The overall salary range for teachers prior to any increase under this agreement is \$37,748 - \$74,138. 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 hired for the 2017-2018 school year is no less than \$38,498 (see G below for new hire salary placement procedure). ECA stipends are set forth in Appendix B, which is attached and incorporated in this agreement.

B. Initial Placement for New Salary Scale

Teachers were placed on the salary scale by taking their 2016-2017 salary and going to the nearest salary in Appendix A that increases their base. Teachers whose 2017-2018 base salary increase is less than \$500 shall receive a stipend equal to the difference between the teacher’s base salary increase and \$500. Teachers newly hired for 2017-2018 school year are not eligible for this stipend.

C. For the 2018-2019 school year, teachers who are eligible under the Compensation Model will receive a move on the salary scale as described below. Any eligible teacher who is not able to make a move will receive a stipend of \$950.

D. Compensation Model

1. The compensation model will be used to determine individual teacher increases in salary within the salary range.

2. Eligibility

The following are required to qualify for a salary increase:

- a. Year of experience-employed by the corporation at least 120 days in the previous school year.
- b. Evaluation rating of Effective or Highly Effective in the previous school year.

A teacher who satisfies both factors will qualify for a salary increase.

3. Increases and increments in the salary range are based on:

- a. Receipt of an Effective or Highly Effective *evaluation* rating (80% of total change in range),
- b. *Experience* (defined as employment for 120 school days) (20% of total change in range),

In accordance with statute, the increase received for completion of an additional content-area degree will account for not more than thirty-three percent (33%) of the calculation used to determine any teacher's increase. A teacher's salary will be unchanged until the teacher meets all of these requirements for a increase under either Column Change or Row Change, as described below. Only one movement will be permitted (if sufficient funds are available) and no "catch up movements" will be permitted for teachers who improve to an Effective evaluation rating after a previous Ineffective or Improvement Necessary rating. No teacher rated Ineffective or Needs Improvement will receive any increase in compensation. Teachers newly hired will not be eligible for either Column Change or Row Change. The amount that would otherwise have been allocated for the salary increase of teachers rated Ineffective or Improvement Necessary shall be allocated for compensation of all teachers eligible for movement under this compensation model.

E. Column Change

Requirements to move over to the right one (1) column in the same row:

The teacher:

- a. Receives an Effective or Highly Effective *evaluation* for the preceding school year,
- b. Completes a master's *degree* in any content area (as defined by IDOE) in which the teacher currently teaches, or any other content area approved by the Superintendent.

Approved leaves taken by a teacher for the following purposes will not count against the teacher's attendance for purposes of eligibility in this category: worker's compensation, military leave, FMLA, bereavement leave, or professional development. These movements will be made if sufficient funds are available. No diagonal movement shall be permitted.

F. Row Change

Requirements to move down one (1) row within the same column. If the teacher is not

eligible for a column change because the teacher has not attained an additional degree but the teacher meets all other criteria for a column change, then the teacher will be eligible (if sufficient funds are available) to move down one (1) row in his or her current column.

G. Stipends

2017-18

The first fifteen (15) effective or highly effective teachers who submit a retirement letter will receive a stipend as described in the following: teachers who submit the letter between January 1, 2018 and February 1, 2018 with a retirement date between the end of the 2017-2018 school year and the commencement of the 2018-2019 school year will receive a \$3,000 stipend; teachers who submit such a letter between February 2, 2018 and April 1, 2018 will receive a \$1500 stipend; and teachers who submit such a letter between April 2, 2018 and June 30, 2018 will receive a \$1000 stipend. Payment will be made in a lump sum to be distributed in the teacher's last paycheck.

2018-19

The first fifteen (15) effective or highly effective teachers who submit a retirement letter will receive a stipend as described in the following: teachers who submit the letter between January 1, 2019 and February 1, 2019 with a retirement date between the end of the 2018-2019 school year and the commencement of the 2019-2020 school year will receive a \$3,000 stipend; teachers who submit such a letter between February 2, 2019 and April 1, 2019 will receive a \$1500 stipend; and teachers who submit such a letter between April 2, 2019 and June 30, 2019 will receive a \$1000 stipend. Payment will be made in a lump sum to be distributed in the teacher's last paycheck.

H. Corporation TRF Contribution

The Corporation shall contribute three percent (3%) of each teacher's salary to the Indiana State Teachers' Retirement Fund.

I. Initial salary placements for teachers hired after the ratification of this agreement will be determined using Appendix A to identify the appropriate level of creditable experience. Teachers hired under this section will be expected, as a condition of employment, to sign a form releasing the Board and the Forum from any claims of entitlement to any other placement on Appendix A.

If the superintendent and/or the superintendent's designee determines that a salary outside the creditable experience level is appropriate, the representative will discuss with the Forum president prior to making an offer outside the creditable experience level.

J. Retiree Re-employment

If the Corporation employs a retired teacher on either a full-time or part-time basis, the teacher's salary shall be based on the salary of a year-one master's level teacher (MS-1). The benefits of the returning retired teacher shall include all contract benefits except:

1. Severance and retirement benefits provided by this Agreement.
2. Retired teachers eligible for Medicare benefits will not be eligible for health insurance benefits.

Neither Corporation nor the Forum will be liable for any problems a returning retired teacher may have with the Indiana State Teachers Retirement Fund (ISTRF), the Social Security Administration, or the Internal Revenue Service (IRS) regarding his or her original retirement, return to teaching, or subsequent second retirement.

- K. For purposes of experience credit calculation upon retirement, 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.
- L. Teachers new to Corporation 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 Corporation with documentation of service in the armed forces and a copy of his/her honorable discharge.
- M. 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 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. 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.
- N. Extended contracts shall be compensated at each teacher's daily rate.
- O. The Board agrees to provide flu shots free of charge to staff and insured dependents on the Corporation hospitalization plan at a cost of up to twenty-five dollars (\$25.00) per staff member.
- P. Extra Duty Compensation
 - 1. Work such as curriculum development that is required to be completed during school break periods including summer will be paid at \$25 per hour up to \$150 per day. This provision also includes attendance at required professional development or training sessions outside the work day or during break periods including summer, but excludes activities that have traditionally occurred during meetings such as faculty, PLC, grade-level, etc., that occur as extensions of the school day.
 - 2. Elementary school teachers will be compensated a total of \$100 for the required 4 hours of work conducting parent-teacher conferences.

Q. Background Checks

The Board agrees to pay the fee for the expanded child protection index portion of the background check required every five (5) years for current employees.

R. Discounted Programs

The Board agrees to provide the Miller Explorers program at a discount to Corporation teachers (cannot be combined with multi-child discount), and, beginning with the 2018-2019 school year, to provide the Little Millers program at a discount to Corporation teachers.

ARTICLE IV

INSURANCE

A. Health Insurance Hospitalization

Each full-time teacher who elects insurance coverage with the Corporation will receive a contribution from the Board equivalent to 81.4% percent of the cost of the HSA Core plan premium for the coverage category (single, employee/spouse, employee/child, or family) chosen by the employee on the Corporation's group health insurance plan. The premium contribution will be calculated on the HSA Core plan cost regardless of whether the employee elects to receive coverage under a different Corporation plan. 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.

All teachers who were legally married in any state in the United States of America shall be eligible for spousal or family coverage. This provision specifically excludes "common law marriages."

The maximum benefit for a spouse 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 Corporation at the time of retirement and his/her spouse, if any, shall have the option of remaining in the 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 Corporation's group health insurance plan during the school year immediately before severance. 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 Corporation, and (b) at least fifteen (15) years of creditable service with the Indiana State Teachers' Retirement Fund;

3. 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
4. Within ninety (90) days of the retirement date, the teacher has provided a written request to the 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 the Corporation 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. HSA Contribution and Match

The Corporation will make an HSA contribution of \$1000, with the first pay period in January of each year of this Agreement, for any teacher participating in a Corporation HSA-included health insurance plan. In addition, the Corporation will match teacher HSA account contributions on a pay-period basis, up to a total of \$1000 for each calendar/plan year, for any teacher participating in a Corporation HSA-included health insurance plan. Teachers on a Buy Up or Gold Buy Plans (plans not eligible for HSA) will receive the following premium credits from the Health Insurance Reserves for each plan year (September 1 - August 31). To be eligible for this credit, a teacher must be employed on the date of the first pay in January of each year.

Buy Up	Single	\$186
	Employee/Spouse	\$466
	Employee/Children	\$356
	Family	\$512
Gold	Single	\$231
	Employee/Spouse	\$586
	Employee/Children	\$446
	Family	\$643

C. 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 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.

D. 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.

E. 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.

F. 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.

G. Section 125 Plan

Teachers are eligible to participate in the Code Section 125 plan maintained by the Corporation. Administrative costs for the Section 125 plan benefits shall be borne by the teachers who elect to receive the benefits.

H. 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 Board 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 Corporation. As used in this Article, "continuous years of service" means the number of consecutive years of employment as a certified employee in the Corporation. 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 Corporation' 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 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 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

A. Sick Leave

All teachers shall be protected against loss of compensation from illness or quarantine, including illness, surgery or accident of an immediate family member, for a total of thirteen (13) days for the first school year and ten (10) days for each school year thereafter. Immediate family is defined as a father, mother, brother, sister, spouse, 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 living as a member of the household of the teacher. These days will be 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 Corporation 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.
7. Sick leave may be used for emergency medical or dental appointments which cannot be scheduled after the regular school day for a member of the teacher's immediate family and for hospitalization under circumstances which can reasonably require the teacher's presence at times or in such a manner as to create substantial work schedule conflicts.

B. Sick Leave Bank

1. Purpose. It is the purpose of the Sick Leave Bank ("SLB") 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 illness, quarantine, disability, or doctor's advice to prevent members from performing their duties for the Corporation.
2. Participants. All bargaining unit members shall be eligible to become a member of the SLB. Bargaining unit members who do not enroll at the time they are hired shall not be permitted to enroll in the SLB until an open enrollment period is declared by the SLB Committee and they shall not be entitled to apply for SLB 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 SLB Committee to contact newly hired bargaining unit members at the time of employment to offer membership in the SLB.
3. Structure & Operation of the SLB.
 - a. Contribution of Sick Leave Days. The SLB shall be formed and maintained by bargaining unit members who voluntarily contribute one (1) sick day when a need is declared by the SLB Committee. If the SLB Committee declares a need for the contribution of an additional sick leave day by SLB 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 SLB Committee shall be a resignation from the SLB and sick leave days contributed shall not be credited back to the resigning member.
 - b. Open Enrollment Period. The SLB Committee will declare an open

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

Committee to consider applications for SLB days and shall report the decision of the SLB 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 SLB day may be applied to the member's absence.
- iv. Granting Additional Paid Sick Leave. When a teacher has discontinued use of SLB days and has need of additional sick leave days, the teacher may request that the Superintendent grant additional paid sick leave days. Medical documentation of the need for additional days must accompany the teacher's request. Upon receipt of the request and documentation, the Superintendent and the SLB chairperson shall have total discretion as to whether or not to grant the request, and if so, in what amount of days. In the event the Superintendent and the SLB chairperson do not agree on whether to grant the request, the request will be deemed denied, as the lack of a majority results in the failure of a motion.
- v. Relation of SLB Leave and LTD Insurance. No member who is eligible for long term disability coverage shall be granted days from the SLB once the participant is eligible to receive long term disability payments. A grant of SLB days may be conditioned upon the applicant's application for long term disability benefits.
- vi. Maximum Grant of 90 SLB Leave Days. No member will be granted more than ninety (90) SLB leave days per school year.
- vii. Repayment upon Failure To Return to Work. The SLB Committee may require a member to repay the bank for leave days granted if the employee does not return to work or resigns following use of bank days.
- vii. SLB Committee Discretion. The SLB Committee may deny requested days even if a healthcare provider's supporting documentation is produced.

b. Forms & Recordkeeping.

- i. Forms Made Available by the Forum. Forms to apply for and use of SLB days shall be supplied by the Forum and shall be made available in the Central Office of the Corporation and on a web site accessible to SLB members.
 - ii. Superintendent & Forum Will Maintain Records. The Superintendent's office and the Forum shall keep records on the number of days in the SLB 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 SLB'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 SLB Committee.
6. Limitations. If the SLB member is unable to perform the member's duties due to mental or emotional disorder, organic or non-organic in nature; or or alcoholism; or drug abuse or addiction, the member will be eligible to receive sick leave bank benefits only if the member is receiving inpatient or intensive outpatient therapy at

a hospital or treatment center certified to treat such conditions.

C. Personal Leave

1. Each full time teacher shall be allowed three (3) days personal leave (as defined by statute) 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 will 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 or designee for approval or denial. Requests under consideration by the Superintendent or designee will trigger inclusion of the Forum President or designee for approval or denial. For the purpose of this section, the teacher work days before the start of the student year and the last student day of the school year shall be considered the day before a school holiday. Leave requests granted prior to the ratification of this Agreement under the language of the 2015-2016 Agreement will be honored.

D. Bereavement Leave

1. Bereavement leave for each death shall be granted for a period not to exceed five (5) teacher days for father, mother, brother, sister, spouse, 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.
2. Bereavement leave for each death of aunts, uncles, nieces, or nephews shall be granted for a period not to exceed one (1) teacher day. In addition, a teacher shall be allowed to use one (1) day of sick leave under this provision. If evidence exists that this provision is abused, the Superintendent reserves the right to declare the day as unpaid leave.
3. Two (2) additional bereavement days may be granted for travel if the funeral service will be held in excess of a 200-mile radius from Noblesville, Indiana.
4. A teacher shall be allowed to use up to two (2) days 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 Superintendent reserves the right to declare the day as unpaid leave.
5. 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.

6. Bereavement leave, upon request by the teacher, shall be granted in one-half (1/2) day units.
7. Request for additional days due to extenuating circumstances may be granted by the Superintendent or designee.

E. 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 Corporation Treasurer.

F. 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.

G. Adoptive Leave

The conditions for being granted this paid adoption leave are:

1. Tentative advance written notice that an adoption is pending should be given to the teacher's building principal if he/she desires to receive paid adoption leave. This notice should be given as soon as reasonably possible. It is not binding on the teacher or Corporation.
2. The teacher shall apply in writing to the Superintendent to use adoptive leave. Such

application shall be made as soon as the teacher is aware of a date the adoption is to take place. This application shall specify the dates the teacher would like to begin and end the leave.

3. The teacher may use up to thirty (30) days of adoptive leave or the maximum number of his/her accumulated sick leave days, whichever is less.
4. The teacher will lose one day of accumulated sick leave for every day of adoption leave he/she uses.
5. Provide the teacher has met the conditions set forth here, the Superintendent or her designee shall not unreasonably deny the teacher's application for this leave.
6. The above notwithstanding, the Superintendent shall have the discretion to grant paid adoption leave for what she determines to be mitigating circumstances beyond the control of the teacher, e.g. a change in adoption dates that might change the time the teacher would have need to begin the leave.
7. All general conditions of paid leaves not covered by this memorandum shall also apply to adoption leave.

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 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 Leave

1. When a teacher believes he/she has an emergency leave need and has exhausted all other available paid leave, the teacher may request that the Superintendent grant paid emergency leave. Such request shall provide the Superintendent with detailed documentation of the need in the same manner that teachers document the

need for sick leave days.

2. 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 Sick Leave Bank. If the recipient is not a member of the SLB, the recipient must donate a day to the SLB upon the next receipt of sick leave days.
3. Though members of the Sick 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.
4. 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 seven (7) 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.

L. Sabbatical Leave

The Corporation may grant a teacher, on written request, a sabbatical for improvement of professional skills through:

1. Advanced study;
2. Work experience;
3. Teacher exchange programs; or
4. Approved educational travel.

All sabbatical requests must be submitted by May 1 of the school year prior to the school year for which the sabbatical is being requested. All teachers on a sabbatical leave must provide the Superintendent or designee with notification of intent to return to work or resign by March 15th of the school year in which the sabbatical leave is being taken.

M. Dependent Care Leave

1. An unpaid leave of absence shall be granted for a period when a teacher needs to care for a dependent due to the dependent's serious health condition, as defined by the Family Medical Leave Act. 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.
3. A dependent care leave will generally be granted only on one occasion for each serious health condition. An additional leave may be granted by the Superintendent or designee where extenuating circumstances exist.

N. Family Illness Leave

1. Unpaid leave for family illness may be granted at the request of the teacher.
2. 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.
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.
4. In the case of an illness or injury in the immediate family that requires the teacher's immediate presence, the teacher will notify the Superintendent or designee of the emergency as soon as possible.
5. When applying for family illness leave, the teacher must present, to the Superintendent, a physician's statement and the probable length of the convalescence.

O. Short Term Unpaid Leave

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

P. Insurance During Unpaid 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.

Q. Return from Unpaid Leaves

With the exception of Family-Medical leave, a teacher will be returned from an unpaid leave to a position for which the teacher is qualified, which may or may not be the position in which the teacher was previously employed.

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 Corporation's standard hold harmless and indemnification agreements in favor of Corporation 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. Corporation shall match the salary reduction contributions made by a teacher to the Corporation 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 Corporation, 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 Corporation. 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 Corporation's 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 Corporation, 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 Corporation, 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. Early Retirement Incentive

1. When a teacher has the necessary years of service, and would otherwise qualify for the Corporation's early retirement incentive program but for lacking the necessary age to qualify for Indiana State Teachers' Retirement Fund Rule of 85 retirement and such teacher will come of age to qualify for such retirement during the summer or even during the subsequent school year, the teacher shall have the option to retire from this Corporation at the end of the current school year.
2. A teacher who exercises this option shall be eligible to receive the Corporation's Teacher Early Retirement Incentive Plan benefits at that time without regard to not yet being eligible for the Indiana State Teachers' Retirement Fund Rule of 85.
3. All other notice and timeline requirements of the Corporation's Teacher Early Retirement Incentive Plan then in effect shall continue to apply.

D. 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 Corporation 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 Corporation, 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 Corporation. As used in this Section C, "continuous years of service" means the number of consecutive years of employment as a certified employee in Corporation. 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 the Corporation. 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 Corporation. 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 Corporation 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 Corporation 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 Corporation 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 Corporation.

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. Current Corporation teachers who substitute in a summer school course for which they are licensed will be paid for each hour of instruction at an hourly rate based on their regular teacher's base contract salary.

ARTICLE VIII

GRIEVANCE PROCEDURE

A. Definition of Grievance

A grievance is defined as an alleged violation of a specific article or section of this agreement. 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 C 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 Corporation.
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 IX

TERM OF AGREEMENT

This Agreement tentatively reached on October 4, 2017 shall be applied as in effect on July 1, 2017 and shall continue in effect until June 30, 2019.

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 October 4, 2017, by and between the Board of School Trustees of Corporation, 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



Amanda Giordano, President



Julia Kozicki, President

SALARY TABLE**APPENDIX A**

- * To facilitate the transition to a compliant compensation model for 2018-2019 in accordance with the 2017 IEERB Compliance Rubric, salary adjustments for 2017-2018 will consist of placement onto the reconfigured salary scale found in Appendix A.*

Salaries in the table below are solely for the **school years negotiated in this Agreement**. In accordance with state statute, teachers will not automatically receive a salary increase each year. Increases will result from future negotiations.

a	39,000	40,000
b	39,950	40,950
c	40,900	41,900
d	41,850	42,850
e	42,800	43,800
f	43,750	44,750
g	44,700	45,700
h	45,650	46,650
i	46,600	47,600
j	47,550	48,550
k	48,500	49,500
l	49,450	50,450
m	50,400	51,400
n	51,350	52,350
o	52,300	53,300
p	53,250	54,250
q	54,200	55,200
r	55,150	56,150
s	56,100	57,100
t	57,050	58,050
u	58,000	59,000
v	58,950	59,950
w	59,900	60,900
x	60,850	61,850
y	61,800	62,800
z	62,750	63,750

aa	63,700	64,700
b		
b	64,650	65,650
cc	65,600	66,600
d		
d	66,550	67,550
ee	67,500	68,500
ff	68,450	69,450
g		
g	69,400	70,400
h		
h	70,350	71,350
ii	71,300	72,300
jj	72,250	73,250
k		
k	73,200	74,200
ll	74,150	75,150

Number of positions listed below are for informational purposes only and were not bargained.

Category	Index	Amount*
Category I	23.50%	\$9,165
Category II	18.50%	\$7,215
Category III	13.50%	\$5,265
Category IV	10.50%	\$4,095
Category V	9.00%	\$3,510
Category VI	8.00%	\$3,120
Category VII	7.00%	\$2,730
Category VIII	5.50%	\$2,145
Category IX	4.00%	\$1,560
Category X	3.25%	\$1,268
Category XI	2.50%	\$975
Category XII	1.75%	\$683

*Amount determined by multiplying index and base salary

CATEGORY I:

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

CATEGORY II:

High School-Athletic Weight Trainer -Fall Sports
 High School-Athletic Weight Trainer- Winter Sports
 High School-Athletic Weight Trainer- Spring Sports
 High School-Head Wrestling
 High School-Head Boys Soccer
 High School-Head Girls Soccer
 High School-Head Boys Baseball
 High School-Head Girls Softball
 High School-Head Girls Swimming
 High School-Head Boys Swimming
 High School-Head Boys Track

High School-Head Girls Track
High School-Head Volleyball
High School-Head Cheerleaders
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 Gymnastics
High School Director of Bands
High School Choral Director
High School-Auditorium Manager

CATEGORY III:

High School-Assistant Football (7)
High School-Assistant Boys Basketball (3)
High School-Assistant Girls Basketball (3)
High School-Ticket Manager High School (Paid by Athletic Fund)

CATEGORY IV:

High School- Head Dance Team
High School-Freshman Football (2)
High School-Boys Freshman Basketball
High School-Girls Freshman Basketball
High School Assistant Band Director

CATEGORY V:

High School – Head Freshman Baseball
High School – Head Freshman Boys Soccer
High School – Head Freshman Girls Soccer
High School – Head Freshman Volleyball
High School – Head Freshman Softball
High School – Head Freshman Wrestling
High School-Assistant Boys Baseball (4)
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 Boys / Girls Unified Track and Field
High School-Assistant Swimming (3)
High School-Assistant Volleyball (2)
High School-Assistant Softball (4)
High School-Assistant Cheerleaders (3)
High School-Assistant Boys Soccer
High School-Assistant Girls Soccer
High School-Assistant Gymnastics
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 Assistant Choral Director
High School Summer Band Auxiliary
Middle School Head Football 8 (2)

Middle School Head Football 7 (2)
Middle School Head Basketball 8 Boys (2)
Middle School Head Basketball 7 Boys (2)
Middle School Head Basketball 8 Girls (2)
Middle School Head Basketball 7 Girls (2)
Middle School Head Cheerleading 8 (2)
Middle School Head Cheerleading 7 (2)
Middle School Choir Director (2)
Middle School Band Director (2)
Middle School Department Chair – Language Arts (2)
Middle School Department Chair – Math (2)
Middle School Department Chair – Science (2)
Middle School Department Chair – Social Studies (2)
Middle School Department Chair – Special Education (2)

CATEGORY VI:

Middle School – Head Baseball 8 (2)
Middle School – Head Baseball 7 (2)
Middle School – Head Cross Country Boys (2)
Middle School – Head Cross Country Girls (2)
Middle School – Head Softball 8 (2)
Middle School – Head Softball 7 (2)
Middle School – Head Boys Tennis (2)
Middle School – Head Girls Tennis (2)
Middle School – Head Boys Track (2)
Middle School – Head Girls Track (2)
Middle School – Volleyball 8 (2)
Middle School – Volleyball 7 (2)
Middle School – Wrestling (2)

CATEGORY VII:

High School-Assistant Freshman Boys Basketball
High School-Assistant Freshman Girls Basketball
High School-Assistant Freshman Baseball
High School- Assistant Dance Team
High School-Assistant Freshman Football (3)
High School-H.S. Yearbook
High School-H.S. Newspaper
High School-Speech/Debate Team Coach
High School Orchestra Director
High School Instructional Coaches (3)
Middle School Asst. Football 8 (4)
Middle School Asst. Football 7 (4)
Middle School Asst. Basketball 8 Boys (2)
Middle School Asst. Basketball 7 Boys (2)
Middle School Asst. Basketball 8 Girls (2)
Middle School Asst. Basketball 7 Girls (2)
Middle School Head Dance (2)
Middle School Asst. Band (2)

CATEGORY VIII:

High School-Academic Competition Coordinator
High School-Academic Competition Coaches (4)
High School-Speech / Debate Assistant Coach (2)
High School Jazz Band
High School Color Guard

High School Internship Coordinator
Middle School Asst. Wrestling (2)
Middle School Asst. Track Boys (4)
Middle School Asst. Track Girls (4)
Middle School Asst. Cross Country (2)
Middle School Department Chair – Guidance (2)
Middle School Department Chair – Wellness (2)

CATEGORY IX:

High School-Student Government (2)
High School-Science Club
High School-Open Laboratory Supervision (4) (2 Art & 2 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- Spell Bowl Coach
High School-National Honor Society (2)
High School Winter Percussion
High School Winter Guard
High School Winter Guard / Percussion
High School Summer Guard
Middle School- Winter Athletic Events Coordinator (2)

CATEGORY X:

High School Clubs (26)
High School-Vocal Music Director / Musical
High School-Pit Director / Musical
High School-Winter Drumline / Auxiliary Corp
High School-Science Projects
High School Guitar
Middle School Fall Athletic Events Coordinator (2)
Middle School Spring Athletic Events Coordinator (2)
Middle School Strings Director (2)
Middle School Academic Team Chair 6 (8)
Middle School Academic Team Chair 7 (7)
Middle School Academic Team Chair 8 (7)
Middle School Club – Level 1 (based on club enrollment and number of club sessions) (16)
Elementary Lead Teachers (36)

CATEGORY XI:

High School Electronic Music
High School- School Improvement (2)
Middle School Clubs: Level 2 (10)
Middle School- School Improvement (4)
Elementary- School Improvement (14)

CATEGORY XII:

High School-Summer Brass
High School-Summer Percussion
High School-Summer Woodwind
High School Piano
High School Assistant Guitar
High School-Class Sponsors - Sophomore
High School-Class Sponsors – Freshman

ACADEMIC EXTRACURRICULAR PROGRAM

Activities may be offered in each elementary school. 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 \$400.00.

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. The group must meet for a minimum of 10 sessions in the semester. However, the principal can use up to two (2) AEP's for special activities/events with the approval of the superintendent or designee.

Each elementary building will have a total of sixteen (16) \$400.00 AEP stipends, exceptions will be made for schools with over 900 students.

A Bargaining Team sub-committee will be formed to analyze the Academic Extracurricular Program and plan for such revisions in a future contract as the sub-committee deems necessary.

GRIEVANCE FORM
STEP II

APPENDIX C

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.