



Contract Agreement 2023-2025

Between

The Board of School Trustees

of

Noblesville Schools

and

The Noblesville Teachers' Forum

TABLE OF CONTENTS

Article I - Agreement.....	3
Article II - Recognition.....	3
Article III - Professional Compensation.....	4
Article IV - Insurance.....	8
Article V - Leaves.....	12
Article VI - Retirement Plans.....	20
Article VII - Summer School.....	24
Article VIII - Grievance Procedure.....	25
Article IX - Attestation and Terms of Agreement.....	27
Appendix A - Salary Schedules.....	28
Appendix B - ECA Committee Master Document.....	29
Appendix C - Grievance Form.....	37

ARTICLE I

AGREEMENT

This agreement is made and entered into on October 24, 2023, 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, excluding the Superintendent, assistant superintendents, directors, assistant directors, athletic directors, principals, assistant principals, supervisors, nurses, school psychologists, behavior specialists, substitute and temporary contract teachers. The term "bargaining unit member" 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 overall salary range for teachers prior to any increase under this agreement is \$41,250-\$84,178. The overall salary range for 2023-2024 following increases under this agreement shall be \$46,000-\$90,000, and the overall salary range for 2024-2025 following increases under this agreement shall be \$48,000-92,000. The base salaries of bargaining unit members 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. ECA stipends are set forth in Appendix B, which is attached and incorporated in this agreement.

A bargaining sub-committee composed of an equal number of Forum representatives and administrators will consider needs and requests for stipends for additional ECA positions and will recommend such stipends to the bargaining committee.

B. Compensation Model and Initial Placement for Salary Schedules

1. The compensation model will be used to determine individual bargaining unit member increases in salary within the salary range.
2. Eligibility

All of the following are required to qualify for a base salary increase under this Contract Agreement:

- i. Year of experience-as defined by INPRS/TRF.
- ii. Evaluation rating of Effective or Highly Effective in the previous school year, except that teachers in their first two full years of instructing students are exempt from the evaluation rating eligibility requirement and are eligible for a salary increase regardless of their evaluation rating in the prior school year.

except that bargaining unit members newly hired prior to ratification of this Agreement are eligible for a salary increase.

Initial salary placements for bargaining unit members hired after the ratification of this agreement will be determined using Appendix A. The Administration will consult with the Forum president prior to making any needed placement adjustment.

Bargaining unit members new to the 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 bargaining unit member must provide the Corporation with documentation of service in the armed forces and a copy of his/her honorable discharge.

For purposes of new hire salary placement, bargaining unit members hired with relevant work experience outside of K-12 education will receive one (1) year of credited experience for every three (3) years of actual relevant work experience. This provision shall include, but is not limited to, individuals employed under a Workplace Specialist license.

3. Salary increases for 2023-2024 are based on:

- i. *Evaluation-Receipt of an Effective or Highly Effective evaluation rating or subject to the new teacher exemption (\$2,850).*
- ii. *Academic Needs of Students-The* salary increase for academic needs is a bargaining unit member retention catch-up increase. Eligible bargaining unit members will be transitioned to the 2023-2024 salary schedule at the level commensurate with the bargaining unit member's education and years of experience.

4. Salary increases for 2024-2025 are based on:

- i. *Evaluation-Receipt of an Effective or Highly Effective evaluation rating or subject to the new teacher exemption (\$1,000).*

ii. *Academic Needs of Students*-The salary increase for academic needs is a bargaining unit member retention catch-up increase. Eligible bargaining unit members will be transitioned to the 2024-2025 salary schedule at the level commensurate with the bargaining unit member's education and years of experience.

5. Re-Distribution

No bargaining unit member rated Ineffective or Needs Improvement will receive any increase in compensation, except those subject to the new teacher exemption. The amount that would otherwise have been allocated for the salary increase of bargaining unit members rated Ineffective or Improvement Necessary shall be allocated for equal compensation of all eligible bargaining unit members as a one-time stipend.

C. SLP Experience Credit and Stipend

1. For purposes of new hire salary placement and returning bargaining unit member salary increases under this Agreement, a speech-language pathologist for the Corporation will receive experience credit for the one (1) year internship required to become a fully-credentialed SLP.
2. A speech-language pathologist for the Corporation who holds a Certificate of Clinical Competence will be granted a stipend of \$225 in each school year covered by this Contract Agreement.

D. Corporation TRF Contribution

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

E. Retiree Re-employment

If the Corporation employs in a bargaining unit position a retired individual who had been previously employed within or outside of the Corporation on either a full-time or part-time basis, the salary shall be based on the salary of a year-one master's level bargaining unit member (MS-0). The benefits of the returning retiree shall include all contract benefits except:

1. Severance and retirement benefits provided by this Agreement.
2. Retired bargaining unit members 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 retiree 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.

F. For purposes of experience credit calculation upon retirement, any bargaining unit member 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 bargaining unit member must teach at least one hundred twenty (120) days to receive a full year's credit.

G. If, during the term of this agreement, any school or schools are closed on a working day during the school year, and a bargaining unit member is released from duty by order of the Corporation or by order of the health authorities, or if through no fault of the bargaining unit member, school cannot be held, then the bargaining unit member shall be entitled to receive his/her basic compensation and benefits during such time the school or schools are closed. Bargaining unit members who are on paid leave on a day when school is canceled due to weather or other emergencies shall not be required to use a day of leave. If the entire day is canceled, bargaining unit members may be required to make up the day with no additional pay due for the make-up day.

H. Extended contracts shall be compensated at each bargaining unit member's daily rate, and long-term additional class assignments shall be compensated at each bargaining unit member's hourly rate.

Hourly rate for all purposes under this Agreement shall be calculated as applicable annual salary divided by 184 divided by 6.

I. 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 an hourly rate equivalent to that of B-0 on the salary schedule. 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. Class coverage:
 - i. High School: A bargaining unit member who covers a class period for an unfilled daily assignment will be paid \$25 for that class period.
 - ii. Middle School: A bargaining unit member who covers an unfilled daily assignment will be paid \$20 for a class period, \$40 for a half-day, or \$85 for a full-day, as applicable.
 - iii. Elementary: When students are divided among available bargaining unit members in the case of an unfilled daily assignment, each available bargaining unit member will be paid \$20 for a half-day or \$40 for a full-day, as applicable.
 - iv. An elementary school bargaining unit member who covers a full classroom of students will be paid \$40 for a half day and \$85 for a full day.
3. A bargaining unit member providing Additional Academic Support funded by an ESSER grant will be paid an hourly rate equivalent to that of B-0 on the salary schedule. *[The following sentence is included for informational purposes only and was not collectively bargained.]* The calculation of hours shall include planning time as determined following Discussion.
4. A bargaining unit member supervising Friday or Saturday school, or providing any detention supervision will be paid an hourly rate of \$25.
5. A bargaining unit member providing homebound instruction will be paid \$50 per hour.
6. All bargaining unit members are eligible for compensation under this section.

J. Background Checks

The Board agrees to pay the fee for the expanded child protection index portion and up to \$21.95 of the criminal history portion of the background check required every five (5) years for current employees.

K. Discounted Programs

1. The Board agrees to provide the Miller Explorers and Little Millers programs at a discount to Corporation bargaining unit members. These discounts cannot be combined with a multi-child discount.
2. The Board agrees to provide complimentary admission for athletic events, excluding IHSAA events and HCC tournaments, for a bargaining unit member and a bargaining unit member's guest.

L. New Teacher Orientation

Beginning with the 2024-25 school year, the Corporation agrees to pay new teachers the substitute teacher daily rate for each day of participation in New Teacher Orientation.

M. Method of Pay

A teacher shall be paid in twenty-six (26) equal installments on a bi-weekly schedule by direct deposit.

1. Pay dates for the 2023-2024 school year shall be:

8/18/2023	9/1/2023	9/15/2023	9/29/2023	10/13/2023	10/27/2023	11/10/2023
11/24/2023	12/8/2023	12/22/2023	1/5/2024	1/19/2024	2/2/2024	2/16/2024
3/1/2024	3/15/2024	3/29/2024	4/12/2024	4/26/2024	5/10/2024	5/24/2024
	6/7/2024	6/21/2024	7/5/2024	7/19/2024	8/2/2024	

2. Pay dates for the 2024-2025 school year shall be:

8/16/2024	8/30/2024	9/13/2024	9/27/2024	10/11/2024	10/25/2024	11/8/2024
11/22/2024	12/6/2024	12/20/2024	1/3/2025	1/17/2025	1/31/2025	2/14/2025
2/28/2025	3/14/2025	3/28/2025	4/11/2025	4/25/2025	5/9/2025	5/23/2025
	6/6/2025	6/20/2025	7/3/2025	7/18/2025	8/1/2025	

ARTICLE IV

INSURANCE

A. Health Insurance Hospitalization

Each full-time bargaining unit member 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 bargaining unit member only. The premium amount may not be received in lieu of enrolling in the group hospitalization plan.

All bargaining unit members 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 bargaining unit members participating in the program pay.

Except as otherwise provided in the applicable group health insurance policy, an individual who is employed as a bargaining unit member 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 bargaining unit member has attained fifty-five (55) years of age and is not eligible for Medicare;
2. The bargaining unit member has completed at least (ten (10) full years of service consecutively as a certificated employee with Corporation.
3. While the retired bargaining unit member and spouse, if any, remain enrolled in the health insurance plan, the retired bargaining unit member 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

This section A shall not create a right to continued coverage in a retired bargaining unit member or spouse, and coverage for a retired bargaining unit member 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 bargaining unit member's right to continue health insurance for the bargaining unit member 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.

A Noblesville Schools retiree who is covered under a Noblesville Schools' insurance plan through their spouse shall have the option to retain coverage until they are Medicare eligible. If a retiree ceases enrollment voluntarily or for non-payment of premiums, they shall not be permitted to re-enroll.

B. Benefits Committee Review

In consultation with the bargaining team, the *Benefits* Committee, at the time of renewal, will look at reserves and make recommendations on use of the reserves.

C. Term Life Insurance

Fifty thousand dollars (\$50,000.00) of term life insurance with double indemnity will be provided for each bargaining unit member at no cost to the bargaining unit member. 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 bargaining unit member ceases employment with the Corporation. Bargaining unit members shall have the option to purchase, at the group rate, additional term life insurance at the bargaining unit member'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 bargaining unit member at no cost to the bargaining unit member. 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 bargaining unit member 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 bargaining unit member may elect to continue to participate in the single or family group vision insurance coverage if the full-time bargaining unit member was enrolled in the group vision insurance plan at the time of retirement. A retiring bargaining unit member 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 bargaining unit member to make payments more frequently than a schedule which coincides with the working bargaining unit member pay periods. A retired bargaining unit member's group vision insurance coverage, including spouse/dependents, pursuant to this paragraph shall continue until the retired bargaining unit member dies, becomes eligible for Medicare coverage, cancels the coverage, or the retired bargaining unit member 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 bargaining unit member 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 bargaining unit member may elect to continue to participate in the single or family group dental insurance coverage if the full-time bargaining unit member was enrolled in the group dental insurance plan at the time of retirement. A retiring bargaining unit member 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 bargaining unit member to make payments more frequently than a schedule which coincides with the working bargaining unit member pay periods. A retired bargaining unit member's group dental insurance coverage pursuant to this paragraph shall continue until the retired bargaining unit member dies, becomes eligible for Medicare coverage, cancels the coverage, or the retired bargaining unit member 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

Bargaining unit members 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 bargaining unit members who elect to receive the benefits.

H. VEBA — 501(c)(9) Plan

The Board shall agree to continue the previously established VEBA (Voluntary Employees 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 bargaining unit member must have signed a regular bargaining unit member's contract.
2. Benefit Contributions. The Board will contribute one percent (1 %) of an eligible bargaining unit member'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 bargaining unit member'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 bargaining unit member has retired and satisfied the following requirements, the bargaining unit member shall have no access to the assets held in his or her separate VEBA account:
 - i. Years of Service. At retirement, a bargaining unit member 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.
 - ii. Indiana State Teachers' Retirement Fund Eligibility. Even if a retired bargaining unit member has otherwise completed at least ten (10) or more continuous years of service, a retired bargaining unit member shall remain 0% vested unless the retired bargaining unit member shall also have qualified for full benefits from the Indiana State Teachers' Retirement Fund.

Prior to the completion of these requirements, a bargaining unit member is not even partially vested in the VEBA benefits described hereinafter; however, should a bargaining unit member become deceased during service with at least 10 years of continuous service then survivor benefits shall apply.

5. Forfeitures. Employees that separate from Corporation's 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 bargaining unit member 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 bargaining unit member, spouse, and dependents as described in Code §213(d).

Furthermore, following the death of the bargaining unit member, who had otherwise satisfied the foregoing vesting requirements, any amounts remaining in the deceased bargaining unit member's VEBA account may continue to be used to pay these premiums and expenses of the bargaining unit member's spouse and dependents. Any amounts not eventually distributed to or for the benefit of the bargaining unit member, spouse and/or dependents may then be distributed to or used for the benefit of the deceased bargaining unit member's designated beneficiary, if any, in such manner as allowed by the Code and the Treasury Regulations thereto. Otherwise, the deceased bargaining unit member'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 bargaining unit member, 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.

I. Communication on Changes in Benefits Administration

The parties commit to communicating prior to changes in benefits administration.

ARTICLE V

LEAVES

A. Sick Leave

All bargaining unit members shall be protected against loss of compensation from illness or quarantine, including illness, surgery or accident of an immediate family member. For the 2023-2024 school year, a total of thirteen (13) days shall be granted if it is the bargaining unit member's first school year (3 for the 2024-2025 school year, in addition to PTO) and ten (10) days shall be granted if it is a subsequent school year for the bargaining unit member. Beginning with the 2024-2025 school year, no new sick leave shall be granted by the School Corporation; however, unused PTO shall be converted to sick leave at the end of each year and sick leave from previous employment shall continue to be transferred. The terms of this section will apply to all sick leave, whether granted by the School Corporation, transferred from a previous employer, or converted from PTO. 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 bargaining unit member. These days will be subject to the following provisions:

1. Bargaining unit members 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. Bargaining unit members 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, or PTO days, which are not used in any one year shall accumulate to a total of one hundred eighty-four (184) days.
4. Bargaining unit members shall be notified of accumulated sick leave during the school year.
5. Contracted bargaining unit members will not lose income or accumulated sick leave when a scheduled school day is canceled.
6. Sick leave, upon request by the bargaining unit member, 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 bargaining unit member's immediate family and for hospitalization under circumstances which can reasonably require the bargaining unit member'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.

- i. 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.
- ii. 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) bargaining unit member 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) bargaining unit member contract days following the first day of employment.
- iii. Disposition of Sick Leave Days at Retirement. A bargaining unit member's accumulated sick leave days shall be rolled into the SLB effective on the bargaining unit member's retirement date.
- iv. 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.
- v. 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.
- vi. SLB Committee. The SLB Committee shall consist of three (3) members of the bargaining unit, appointed by the Forum President.
- vii. A decision of the SLB Committee is final.
- viii. 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.
- ix. 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.

i. Applications for SLB Days.

- (a) 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. An opinion from a second healthcare provider (a "second opinion") may be sought by the SLB Committee for any

SLB request. The cost of the second opinion will be covered by the Corporation.

(b) 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.

(c) Individual Sick Leave/PTO 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; this includes any sick leave days accumulated through employment by another school corporation, even those not yet transferred over.

(d) Granting Additional Paid Sick Leave. When a bargaining unit member has discontinued use of SLB days and has need of additional sick leave days, the bargaining unit member may request that the Superintendent grant additional paid sick leave days. Medical documentation of the need for additional days must accompany the bargaining unit member'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.

(e) 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.

(f) Maximum Grant of 90 SLB Leave Days. Use of paid leave days, including SLB, will cease after ninety (90) consecutive calendar days due to the expiration of the LTD elimination period, in the case of a personal illness.

(g) 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.

(h) SLB Committee Discretion. The SLB Committee may deny requested days even if a healthcare provider's supporting documentation is produced.

ii. Forms & Recordkeeping.

(a) 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.

(b) 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/PTO

1. For the 2023-2024 school year, each full time bargaining unit member shall be allowed three (3) days personal leave (as defined by statute) each year without loss of pay. A bargaining unit member shall not use more than five (5) personal days in that school year. Beginning with the 2024-2025 school year, all leave granted for the year shall be Paid Time Off (PTO), except that bargaining unit members in their first year shall be granted 3 sick leave days.
2. Unused personal leave and unused PTO shall accumulate as a part of *sick leave* to a total of one hundred eighty-four (184) days.
3. Personal leave/PTO, upon request by the bargaining unit member, shall be granted in one-half (1/2) day units.
4. Personal leave/PTO shall not occur the day before or the day following any multi-day school scheduled break except in the case of an extraordinary circumstance or in an emergency as expressed by the bargaining unit member. This provision excludes Labor Day, Martin Luther King Day, President's Day, and Memorial Day, as these are single-day holidays and not multi-day breaks. For the 2023-2024 school year only, the bargaining unit member 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. Beginning with the 2024-2025 school year, 2 days of PTO will be charged for each absence before or the day following any multi-day school scheduled break, unless the bargaining unit member provides timely documentation of illness or injury from a licensed health care provider. For the purpose of this section, the bargaining unit member 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 multi-day school scheduled break.

D. Bereavement Leave

1. Bereavement leave for each death of an immediate family member shall be granted for a period not to exceed ten (10) bargaining unit member days. Immediate family is defined as spouse, child (including miscarried child), and each similar relation established by marriage.
2. Bereavement leave for each death shall be granted for a period not to exceed five (5) bargaining unit member days for brother, sister, parent, grandparent, grandchild, and each similar relationship established by marriage, any person who at the time of death had established the teacher's home as his/her permanent residence, teacher has power of attorney, teacher is an executor of the estate, sole surviving relative, or teacher is legal guardian.
3. Bereavement leave shall be granted for a period not to exceed two (2) bargaining unit member days for each death of aunts, uncles, cousins, nieces, nephews, close friends, or where the bargaining unit member plays an active role in the execution of the estate or 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.
4. 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.

5. In computing this leave provision, either the day of the death, or the day on which the bargaining unit member 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 bargaining unit member's option. Under special circumstances, the bargaining unit member may choose to delay all or part of the bereavement leave at the bargaining unit member's discretion.
6. Bereavement leave, upon request by the bargaining unit member, 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.
8. Bereavement leaves must be taken within one (1) calendar year of the death.

E. Court Leave

Bargaining unit members will be excused for jury duty or when subpoenaed to appear as a witness in court.

F. Temporary Disability Leave

Temporary disability leave shall be governed by the following:

1. Any bargaining unit member 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 bargaining unit member 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 bargaining unit member 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 bargaining unit member because of a temporary disability may be charged at the bargaining unit member's discretion, to the bargaining unit member's available sick days. However, the bargaining unit member is not entitled to take accumulated sick leave days when the bargaining unit member's physician certifies that the bargaining unit member is capable of performing the bargaining unit member's regular teaching duties. The bargaining unit member is entitled to complete the remaining leave without pay.
3. The Board, at the request of the bargaining unit member, may extend the above referenced leave for the purpose of allowing a bargaining unit member to return from temporary disability leave at the beginning of a semester or school year. A bargaining unit member 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. New Dependent Leave

A bargaining unit member may elect to use up to thirty (30) sick days within a year of a child's birth or foster or adoptive placement with the bargaining unit member. The thirty (30) day maximum applies regardless of the number of births or placements in a given year. If the bargaining unit member does not have accrued sick leave, PTO may be substituted. New dependent leave cannot be used in conjunction with maternity leave. New dependent leave runs concurrently with FMLA and applicable FMLA regulations and School Board Policy will apply.

The conditions for being granted this paid leave are:

1. Tentative advance written notice of the anticipated birth or placement should be given to the bargaining unit member's building principal. This notice should be given as soon as reasonably possible. It is not binding on the bargaining unit member or Corporation.

2. The bargaining unit member shall apply in writing to the Superintendent to use new dependent leave. Such application shall be made as soon as the bargaining unit member is aware of a date the birth or placement is anticipated to take place. This application shall specify the dates the bargaining unit member would like to begin and end the leave.
3. Provided the bargaining unit member has met the conditions set forth here, the Superintendent or her designee shall not unreasonably deny the bargaining unit member's application for this leave.
4. The above notwithstanding, the Superintendent or designee shall have the discretion to grant new dependent leave for what the Superintendent or designee determines to be mitigating circumstances beyond the control of the bargaining unit member, e.g. a change in adoption dates that might change the time the bargaining unit member would have need to begin the leave.

H. Medical Leave

Medical leave may be granted after one (1) year of service when a bargaining unit member'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 bargaining unit member. 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 bargaining unit member 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 bargaining unit member's sick leave if the assault occurs while the bargaining unit member is performing assigned duties within the scope of the bargaining unit member's employment. During the period of absence, the bargaining unit member's salary and benefits shall continue in full to a maximum of ninety (90) days without reduction in accumulated sick leave.
2. A bargaining unit member who is absent from work due to an injury or illness which is covered by Worker's Compensation shall receive full compensation minus Worker'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 bargaining unit member 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 bargaining unit member believes the bargaining unit member has an emergency leave need and has exhausted all other available paid leave, the bargaining unit member 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 bargaining unit members 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

1. Each year, the Forum President or designees shall be entitled to use up to a total of 30 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.
2. The Forum President will be granted a part-time release for the conduct of Forum business.

L. Sabbatical Leave

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

1. Advanced study;
2. Work experience;
3. Bargaining unit member 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 bargaining unit members 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 bargaining unit member needs to care for a dependent due to the dependent's serious health condition, as defined by the Family Medical Leave Act. A bargaining unit member shall be granted a leave of absence under this section for up to one (1) year. The bargaining unit member shall notify the Superintendent of the expected length of this leave.
2. The Board, at the request of the bargaining unit member, may extend the above-referenced leave for the purpose of allowing a bargaining unit member to return from dependent care leave at the beginning of a semester or school year. A bargaining unit member 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 bargaining unit member.
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 bargaining unit member to care for any member of the immediate family.

3. The bargaining unit member 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 bargaining unit member's immediate presence, the bargaining unit member will notify the Superintendent or designee of the emergency as soon as possible.
5. When applying for family illness leave, the bargaining unit member 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 bargaining unit member 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 bargaining unit member.

Q. Return from Unpaid Leaves

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

R. A bargaining subcommittee composed of an equal number of Forum representatives and administrators will consider changes in the number and nature of leave days. This subcommittee will also consider methods of compensating bargaining unit members for coverage of classes beyond their own when substitute bargaining unit members are not available.

ARTICLE VI

RETIREMENT PLANS

To be eligible for retirement from Noblesville Schools, and, therefore, to be eligible for any retirement plan or program described in this Agreement, a bargaining unit member must be eligible for full retirement under the rules of the Indiana Public Retirement System (INPRS).

A. Salary Reduction Elections

A bargaining unit member 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) bargaining unit members 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 bargaining unit member to the Corporation 403(b) Wrap Plan ("403(b) Plan") up to 3 % of the bargaining unit member'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 five continuous years of service with Corporation, a bargaining unit member shall be 100% fully vested in his/her Matching 401(a) Plan account. Prior to the completion of this requirement, a bargaining unit member is not even partially vested in his/her Matching 401(a) Plan account and a bargaining unit member 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 bargaining unit member 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 bargaining unit member shall die after having satisfied the applicable vesting requirements, the deceased bargaining unit member'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. Advanced Notice Retirement Incentive

A bargaining unit member who submits a retirement letter by January 31 with a retirement date prior to the following July 1 will receive, upon retirement, a \$1,000 payment made in a lump sum to be distributed in the bargaining unit member's last paycheck.

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 bargaining unit member shall be fully (100%) vested in the contributions, if any, made on behalf of the bargaining unit member to the Buyout 401(a) Plan ("Buyout Contributions"), together with any earnings thereon, if the bargaining unit member has satisfied the following requirements as of the 12-month period ending June 30 of the year of the bargaining unit member's retirement, severance, or other termination of employment. Prior to the completion of these requirements, a bargaining unit member 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".)
 - i. Years of Service. At retirement, a bargaining unit member 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.

ii. Indiana State Teachers' Retirement Fund Eligibility. Even if a retired bargaining unit member has otherwise completed at least ten (10) or more continuous years of service, a retired bargaining unit member shall remain 0% vested unless the retired bargaining unit member shall also have qualified for full benefits from the Indiana State Teachers' Retirement Fund.

4. Forfeitures. If a bargaining unit member terminates employment before satisfaction of the applicable vesting requirements, for any reason, the terminated bargaining unit member'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 bargaining unit members' retirement bridge benefits. Therefore, the Buyout 401(a) Plan accounts of the following bargaining unit members will not share in the reallocation of a forfeiture of a Buyout 401(a) Plan account:

- i. Bargaining unit members for who no Buyout Contributions were previously allocated to the Buyout 401(a) Plan;
- ii. Bargaining unit members who have forfeited their Buyout 401(a) Plan accounts in the same year;
- iii. Bargaining unit members who previously forfeited their Buyout 401(a) Plan accounts; and
- iv. Bargaining unit members who have terminated employment before the year of the reallocated forfeiture.

Forfeited amounts shall not be reinstated for a rehired bargaining unit member, nor shall a rehired bargaining unit member 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 bargaining unit member may have a vested right to an amount that is not payable at the time of vesting.

i. 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 the end of the school year in which the bargaining unit member retires.

ii. Notice Requirement. A retiring bargaining unit member must submit a written notice of intent to retire to the Superintendent's Office. In the event a retiring bargaining unit member is unable to give the required notice because of an accident, ill health, or for another unforeseen reason, the Bargaining unit member may petition the Board to not delay the commencement of any distribution. A bargaining unit member may rescind a previously accepted Notice of Intent to Retire at any time before the first day of the semester of the bargaining unit member's proposed final year of employment by Corporation. However, a rescinded notice is not, thereafter, effective for purposes of this item b.

iii. Death. Following the death of a bargaining unit member, who had otherwise satisfied the foregoing vesting requirements in Subsection C3, any amounts remaining in the deceased bargaining unit member's Buyout 401(a) Plan account are then available for distribution to the decedent's designated beneficiary.

iv. Permanent Disability. A bargaining unit member 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 at least one essential function of the bargaining unit member's position with reasonable accommodation confirmed through work experience by an experienced health care provider.

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

vi. 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 summer school teacher shall be issued a supplemental service contract and shall be paid for each hour of instruction at their hourly rate. This provision shall apply only to bargaining unit members who teach courses which qualify for reimbursement from the State of Indiana and/or the awarding of credit from Noblesville High School.
- B. A summer school teacher shall receive a sick leave day/PTO day (beginning summer 2025) in proportion to the length of the summer school day.
- C. Bargaining unit members who use earned PTO, 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. Bargaining unit members who are assigned an online summer school course with at least 40 students will be paid 10 additional hours for this assignment at the bargaining unit member's hourly rate.
- E. Current Corporation bargaining unit members 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 bargaining unit member's base contract salary.
- F. Summer school pay dates are determined based on how the teaching schedule aligns with the bi-weekly pay calendar. Therefore, summer school pay dates will vary throughout the summer depending on the time and length of the elementary, middle and/or high school program offered. Each summer school teacher's individual schedule will determine the pay dates they will receive payment. Based on the teacher's individual schedule, summer school payments will be processed within the range of the last pay in June, the two pays in July, and the first pay in August.
- G. In consultation with the bargaining team, an ad hoc Summer School Committee will be assembled in October 2023 to review summer school practices and procedures and make recommendations prior to the 2025 statutory bargaining period.

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 bargaining unit members from more than one (1) building, the bargaining unit members 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
ATTESTATION AND TERM OF AGREEMENT

The undersigned attest to the following:

- A public hearing was held in compliance with I.C. § 20-29-6-1(b) on September 12, 2023, and electronic participation from the parties and/or public was not permitted; and
- A public meeting in compliance with I.C. § 20-29-6-19 was held on October 2, 2023, to discuss the tentative agreement and electronic participation from the governing body and/or public was not permitted.

This Agreement tentatively reached on shall be applied as in effect on July 1, 2023 and shall continue in effect until June 30, 2025.

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 24, 2023, 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

Traci Millikan
Traci Millikan, President

NOBLESVILLE SCHOOLS BOARD OF
SCHOOL TRUSTEES

Joe Forgey
Joe Forgey, President

APPENDIX A

SALARY SCHEDULES

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

<u>2023-2024</u>			
<u>Bachelor's Schedule</u>		<u>Master's Schedule</u>	
<u>Steps</u>	<u>Salary</u>	<u>Steps</u>	<u>Salary</u>
0	\$46,000	0	\$48,000
1	\$47,141	1	\$49,440
2	\$48,310	2	\$50,923
3	\$49,508	3	\$52,451
4	\$50,736	4	\$54,024
5	\$51,994	5	\$55,645
6	\$53,283	6	\$57,315
7	\$54,605	7	\$59,034
8	\$55,959	8	\$60,805
9	\$57,347	9	\$62,629
10	\$58,769	10	\$64,508
11	\$60,227	11	\$66,443
12	\$61,720	12	\$68,437
13	\$63,251	13	\$70,490
14	\$64,819	14	\$72,604
15	\$66,427	15	\$74,782
16	\$68,074	16	\$77,026
17	\$69,763	17	\$79,337
18	\$71,493	18	\$81,717
19	\$73,266	19	\$84,168
20	\$75,083	20	\$86,693
21	\$77,000	21	\$90,000

<u>2024-2025</u>			
<u>Bachelor's Schedule</u>		<u>Master's Schedule</u>	
<u>Steps</u>	<u>Salary</u>	<u>Steps</u>	<u>Salary</u>
0	\$48,000	0	\$49,000
1	\$49,000	1	\$50,200
2	\$50,127	2	\$51,706
3	\$51,280	3	\$53,257
4	\$52,459	4	\$54,855
5	\$53,666	5	\$56,501
6	\$54,900	6	\$58,196
7	\$56,163	7	\$59,941
8	\$57,455	8	\$61,740
9	\$58,776	9	\$63,592
10	\$60,128	10	\$65,500
11	\$61,511	11	\$67,465
12	\$62,926	12	\$69,489
13	\$64,373	13	\$71,573
14	\$65,854	14	\$73,720
15	\$67,368	15	\$75,932
16	\$68,918	16	\$78,210
17	\$70,503	17	\$80,556
18	\$72,124	18	\$82,973
19	\$73,783	19	\$85,462
20	\$75,480	20	\$88,026
21	\$78,000	21	\$92,000

APPENDIX B
ECA COMMITTEE MASTER DOCUMENT

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

<u>2023-2024 School Year</u>		
<u>Category</u>	<u>Index</u>	<u>Amount*</u>
Category I	25.00%	\$11,500
Category II	18.50%	\$8,510
Category III	13.50%	\$6,210
Category IV	10.50%	\$4,830
Category V	9.00%	\$4,140
Category VI	8.00%	\$3,680
Category VII	7.00%	\$3,220
Category VIII	5.50%	\$2,530
Category IX	4.00%	\$1,840
Category X	3.25%	\$1,495
Category XI	2.50%	\$1,150
Category XII	1.75%	\$805

*Amount determined by multiplying index and B-0 salary.

<u>2024-2025 School Year</u>		
<u>Category</u>	<u>Index</u>	<u>Amount*</u>
Category I	25.00%	\$12,000
Category II	18.50%	\$8,880
Category III	13.50%	\$6,480
Category IV	10.50%	\$5,040
Category V	9.00%	\$4,320
Category VI	8.00%	\$3,840
Category VII	7.00%	\$3,360
Category VIII	5.50%	\$2,640
Category IX	4.00%	\$1,920
Category X	3.25%	\$1,560
Category XI	2.50%	\$1,200
Category XII	1.75%	\$840

*Amount determined by multiplying index and B-0 salary.

Academic

	<u>Position Title</u>	<u># of Positions</u>	<u>Category</u>
6650	HS Academic Competition Coordinator	1	VIII
6661	HS Academic Competition Coach	4	VIII
6710 (Art), 6700 (I.T.)	HS Open Lab Supervision (2 Art, 2 Ind. Tech)	4	IX
6668	HS Spell Bowl Coach	3	IX
8850	MS Academic Team Chair - 6	8	X
8851	MS Academic Team Chair - 7	8	X
8852	MS Academic Team Chair - 8	8	X
8650	MS Academic Competition	2	X

Athletic Training

	<u>Position Title</u>	<u># of Positions</u>	<u>Category</u>
2002	HS Athletic Weight Trainer - 1st Semester	1	II
2002	HS Athletic Weight Trainer - 2nd Semester	1	II
2002	HS Athletic Trainer - Summer	1	II

Band/Guard/Percussion

	<u>Position Title</u>	<u># of Positions</u>	<u>Category</u>
1300	HS Marching Band Director	1	I
1301	HS Assistant Marching Band Director	2	III
6750	HS Director of Bands	1	II
6755	HS Associate Director of Bands	1	III
6760	HS Assistant Band Director	1	IV
6875	HS Marching Band Percussion Director	1	III
6874	HS Assistant Marching Band	8	V
6876	HS Marching Guard Director	1	III
6861	HS Winter Guard Director	1	III
6870	HS Assistant Winter Guard	2	IX
6765	HS Percussion Director	1	III
6860	HS Winter Percussion Director	1	III
6862	HS Assistant Winter Percussion	2	IX
6666	HS Jazz Band Director	1	II
6761	HS Assistant Jazz Band Director	1	X
8791	MS Band Director	2	V
8792	MS Assistant Band Director	2	VII

Baseball

	<u>Position Title</u>	<u># of Positions</u>	<u>Category</u>
2600	HS Head Baseball	1	II
2610 (Va), 2620 (JV)	HS Assistant Baseball	4	V
2640	HS Head Freshman Baseball	1	V
2630	HS Assistant Freshman Baseball	1	VII
4700	MS Head Baseball - 8	2	VI
4705	MS Assistant Baseball - 8	2	VIII
4710	MS Head Baseball - 7	2	VI
4715	MS Assistant Baseball - 7	2	VIII

Basketball

	<u>Position Title</u>	<u># of Positions</u>	<u>Category</u>
2200	HS Head Boys Basketball	1	I
2210 (Va), 2220 (JV)	HS Assistant Boys Basketball	3	III
2240	HS Head Freshman Boys Basketball	1	IV
2250	HS Assistant Freshman Boys Basketball	1	VII

3100	HS Head Girls Basketball	1	I
3110 (Va), 3120 (JV)	HS Assistant Girls Basketball	3	III
3140	HS Head Girls Freshman Basketball	1	IV
3150	HS Assistant Freshman Girls Basketball	1	VII
4300	MS Head Boys Basketball - 8	2	V
4310	MS Assistant Boys Basketball - 8	2	VII
4320	MS Head Boys Basketball - 7	2	V
4330	MS Assistant Boys Basketball - 7	2	VII
5100	MS Head Girls Basketball - 8	2	V
5110	MS Assistant Girls Basketball - 8	2	VII
5120	MS Head Girls Basketball - 7	2	V
5130	MS Assistant Girls Basketball - 7	2	VII

Cheerleading

	<u>Position Title</u>	<u># of Positions</u>	<u>Category</u>
6550	HS Head Cheerleading	1	II
6560	HS Assistant Cheerleading	3	V
8250	MS Head Cheerleading - 8	2	V
8260	MS Head Cheerleading - 7	2	V

Choir

	<u>Position Title</u>	<u># of Positions</u>	<u>Category</u>
6800	HS Choir Director	1	II
6805	HS Assistant Choir Director	1	IV
8300	MS Choir Director	2	V
8305	MS Assistant Band Choir Director	2	XI

Clubs

	<u>Position Title</u>	<u># of Positions</u>	<u>Category</u>
7000	HS Clubs	29	X
6300	HS National Honor Society	2	IX
6350	HS Esports	2	VIII
8700	MS Club - Level 1	16	X
8000	MS Club - Level 2	10	XI
8750	MS Rainforest	2	X
10050-10056 (HDE, HCE, NE, NCE, PRE, SCE, WRE)	Elementary Club - Level 1	14	XI
10070-10076 (HDE, HCE, NE, NCE, PRE, SCE, WRE)	Elementary Club - Level 2	98	XII

Cross Country

	<u>Position Title</u>	<u># of Positions</u>	<u>Category</u>
2400	HS Head Boys Cross Country	1	II

2410	HS Assistant Boys Cross Country	3	V
3700	HS Head Girls Cross Country	1	II
3710	HS Assistant Girls Cross Country	3	V
4200	MS Head Boys Cross Country	2	VI
4250	MS Assistant Boys Cross Country	2	VIII
4210	MS Head Girls Cross Country	2	VI
4260	MS Assistant Girls Cross Country	2	VIII

Dance

	<u>Position Title</u>	<u># of Positions</u>	<u>Category</u>
6780	HS Head Dance Team	1	II
6790	HS Assistant Dance Team	2	V
5401	MS Head Dance Team	2	VII

Department Chair

	<u>Position Title</u>	<u># of Positions</u>	<u>Category</u>
1010	HS Department Chair - English/Language Arts	1	III
1020	HS Department Chair - Math	1	III
1021	HS Department Chair - Science	1	IV
1022	HS Department Chair - Social Studies	1	IV
1030	HS Department Chair - Business	1	V
1031	HS Department Chair - Foreign Language	1	IV
1033	HS Department Chair - Guidance	1	IV
1034	HS Department Chair - Resource	1	III
1040	HS Department Chair - Family and Consumer Sciences	1	VI
1041	HS Department Chair - Performing Arts	1	V
1042	HS Department Chair - Art	1	V
1043	HS Department Chair - ML/ELL	1	IV
1050	HS Department Chair - Wellness	1	V
1051	HS Department Chair - Applied Stem	1	V
1110	Secondary Department Chair - Media Specialist	1	VI
8811	MS Department Chair - Language Arts	2	V
8812	MS Department Chair - Math	2	V
8813	MS Department Chair - Science	2	V
8814	MS Department Chair - Social Studies	2	V
8815	MS Department Chair - Special Education	2	V
8800	MS Department Chair - Guidance	2	VIII
8810	MS Department Chair - Wellness	2	VIII

Football

	<u>Position Title</u>	<u># of Positions</u>	<u>Category</u>
2100	HS Head Football	1	I
2110	HS Assistant Football	7	III
2120	HS Freshman Football	2	IV
2122	HS Assistant Freshman Football	3	VII
4100	MS Head Football - 8	2	V
4111	MS Assistant Football - 8	4	VII
4120	MS Head Football - 7	2	V
4131	MS Assistant Football - 7	4	VII

Golf

	<u>Position Title</u>	<u># of Positions</u>	<u>Category</u>
2800	HS Head Boys Golf	1	II
2810	HS Assistant Boys Golf	2	V
3600	HS Head Girls Golf	1	II
3610	HS Assistant Girls Golf	2	V
5500	MS Head Boys Golf	2	VI
5505	MS Assistant Boys Golf	2	VIII
5520	MS Head Girls Golf	2	VI
5525	MS Assistant Girls Golf	2	VIII

Gymnastics

	<u>Position Title</u>	<u># of Positions</u>	<u>Category</u>
3300	HS Head Gymnastics	1	II
3310	HS Assistant Gymnastics	1	V

Instructional

	<u>Position Title</u>	<u># of Positions</u>	<u>Category</u>
6665	HS Internship Coordinator	1	VIII
7309	HS School Improvement <i>(For 2023-2024 School Year Only)</i>	2	XI
8853	MS School Improvement <i>(For 2023-2024 School Year Only)</i>	4	XI
10007 - 10014 (HDE, HCE, NE, NCE, PRE, SCE, WRE)	Elementary Lead Teachers	42	X
10000 - 10006	Elementary School Improvement <i>(For 2023-2024 School Year Only)</i>	14	XI
1200	FAP/Life Skills Lead Teacher	1	X
1220	SLP Lead Lead Teacher	1	X

Other Athletics

	<u>Position Title</u>	<u># of Positions</u>	<u>Category</u>
2020	HS Athletic Ticket Manager	1	III (Paid from Athletic Fund)
4022 (EMS), 4024 (WMS)	MS Athletic Events Coordinator - Fall	2	X
4020 (WMS), 4021 (EMS)	MS Athletic Events Coordinator - Winter	2	IX
4023 (EMS), 4025 (WMS)	MS Athletic Events Coordinator - Spring	2	X

Orchestra/Guitar/Piano

	<u>Position Title</u>	<u># of Positions</u>	<u>Category</u>
6850	HS Orchestra Director	1	VII
6849	HS Assistant Orchestra Director	1	X
7307	HS Guitar	1	X
7311	HS Assistant Guitar	1	XII
7308	HS Electronic Music	1	XI
7310	HS Piano	1	XII
8790	MS Orchestra Director	2	VIII
8793	MS Assistant Orchestra Director	2	XII

Performing Arts

	<u>Position Title</u>	<u># of Positions</u>	<u>Category</u>
6420	HS Auditorium Manager	1	II
6430	HS Speech/Debate Team Coach	1	VII
6667	HS Speech/Debate Assistant Coach	2	VIII
6410	HS Director - School Play	2	IX
6820	HS Musical Director	1	VIII
6830	HS Musical Pit Orchestra Director	1	IX
6840	HS Musical Assistants <i>(Choreographer, Sound Design, Stage Manager, Vocal Coach, Costume Designer)</i>	5	X

Publications

	<u>Position Title</u>	<u># of Positions</u>	<u>Category</u>
6460	HS Yearbook	1	IV
6450	HS Newspaper	1	VII
7200	HS Literary Magazine	2	IX

Soccer

	<u>Position Title</u>	<u># of Positions</u>	<u>Category</u>
2900	HS Head Boys Soccer	1	II
2910	HS Assistant Boys Soccer	2	V
2920	HS Head Freshman Boys Soccer	1	V
3900	HS Head Girls Soccer	1	II
3910	HS Assistant Girls Soccer	2	V
3920	HS Head Freshman Girls Soccer	1	V

Softball

	<u>Position Title</u>	<u># of Positions</u>	<u>Category</u>
3800	HS Head Softball	1	II
3810 (Va), 3820 (JV)	HS Assistant Softball	4	V
3830	HS Head Freshman Softball	1	V
3840	HS Assistant Freshman Softball	1	VII
5400	MS Head Softball - 8	2	VI
5405	MS Assistant Softball - 8	2	VIII
5410	MS Head Softball - 7	2	VI
5415	MS Assistant Softball - 7	2	VIII

Student Government

	<u>Position Title</u>	<u># of Positions</u>	<u>Category</u>
6600	HS Student Government	2	IX
6910	HS Class Sponsor - Senior	2	IX
6920	HS Class Sponsor - Junior	2	IX
6930	HS Class Sponsor - Sophomore	1	IX
6950	HS Class Sponsor - Freshman	1	IX
8200	MS Student Council Assistant	2	X

Swimming

	<u>Position Title</u>	<u># of Positions</u>	<u>Category</u>
2700	HS Head Boys Swimming	1	II
2701	HS Head Girls Swimming	1	II
2710	HS Assistant Swimming	3	V

Tennis

	<u>Position Title</u>	<u># of Positions</u>	<u>Category</u>
2500	HS Head Boys Tennis	1	II
2510	HS Assistant Boys Tennis	1	V
3500	HS Head Girls Tennis	1	II
3510	HS Assistant Girls Tennis	1	V
4900	MS Head Boys Tennis	2	VI
4920	MS Assistant Boys Tennis	2	VIII
4910	MS Head Girls Tennis	2	VI
4940	MS Assistant Girls Tennis	2	VIII

Track

	<u>Position Title</u>	<u># of Positions</u>	<u>Category</u>
2450	HS Head Boys Track	1	II
2460	HS Assistant Boys Track	4	V
3400	HS Head Girls Track	1	II
3410	HS Assistant Girls Track	4	V
4600	MS Head Boys Track	2	VI

4610	MS Assistant Boys Track	4	VIII
5300	MS Head Girls Track	2	VI
5310	MS Assistant Girls Track	4	VIII

Unified Sports

	<u>Position Title</u>	<u># of Positions</u>	<u>Category</u>
2425	HS Head Unified Flag Football	1	V
2430	HS Assistant Unified Flag Football	1	VII
2420	HS Head Boys/Girls Unified Track	1	V
2435	HS Assistant Boys/Girls Unified Track	2	VII

Volleyball

	<u>Position Title</u>	<u># of Positions</u>	<u>Category</u>
3010	HS Head Volleyball	1	II
3040	HS Head Freshman Volleyball	1	V
3020 (Va), 3030 (JV)	HS Assistant Volleyball	2	V
5010	MS Volleyball - 8	2	VI
5030	MS Assistant Volleyball - 8	2	VIII
5020	MS Volleyball - 7	2	VI
5040	MS Assistant Volleyball - 7	2	VIII

Wrestling

	<u>Position Title</u>	<u># of Positions</u>	<u>Category</u>
2300	HS Head Wrestling	1	II
2310	HS Assistant Wrestling	3	V
2320	HS Head Freshman Wrestling	1	V
4400	MS Head Wrestling	2	VI
4410	MS Assistant Wrestling	2	VIII

APPENDIX C

GRIEVANCE FORM

STEP II

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

Grievance # _____ Distribution:
1. Principal
2. Superintendent
3. Forum President
4. Bargaining unit member

Building Assignment

I. Date cause of grievance occurred

- 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.

III. Disposition of Principal

Date