

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

CONTRACT
BETWEEN
THE BOARD OF SCHOOL TRUSTEES
OF THE
EAST NOBLE SCHOOL CORPORATION
AND
THE EAST NOBLE EDUCATION ASSOCIATION
July 1, 2017 to June 30, 2019
Ratified by East Noble Education Association October 11, 2017
Approved by the East Noble School Corporation Board of School Trustees October 18, 2017

1
2

TABLE OF CONTENTS

		Page
ARTICLE I	Recognition and Definition	3
ARTICLE II	Contract Procedures	4
ARTICLE III	Association Rights	5
ARTICLE IV	Board's Rights	7
ARTICLE V	Compensation	8
Division 1	Salary & Expenses	8
Division 2	Leaves	12
Division 3	Insurance	19
Division 4	Severance Pay and Retirement Benefits	21
Division 5	Employer Sponsored Annuity Programs	22
ARTICLE VI	Grievance Procedure	24
ARTICLE VII	Term of Agreement	27
Appendix A	Additional Pay	28
Appendix B	Additional Pay For Extra Duties & Responsibilities	30
Appendix C	Sick Leave Bank Authorization	35
Appendix D	Payroll Deductions	36
Appendix E	Grievance Form	37

3

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE I
Recognition and Definitions

This Master Contract entered into this 18 day of October 2017 by and between the Board of School Trustees of the East Noble School Corporation hereinafter called the "Board," and the East Noble Education Association, an affiliate of the Indiana State Teachers' Association and the National Education Association hereinafter called the "Association" retroactive to July 1, 2017.

Section 1

The Board hereby recognizes the East Noble Education Association as the exclusive representative of all teachers in the School Corporation.

Section 2. Definitions

- A. The term "teacher," when used in this Contract, shall refer to all certificated employees, as defined in P.L. #217, in the East Noble School Corporation, except for all supervisors as defined by the Act, specifically including: Superintendent, Assistants to the Superintendent, Assistant Superintendents, Business Manager, Director of Maintenance and Custodial Staff, Director of Transportation, Chief Negotiator for East Noble School Corporation, School Psychologist, architect, all School principals or Head Teacher acting as a building supervisor, all Associate and Assistant Principals, Deans, Administrative Assistant at East Noble High School, Director of Title I, Director of Special Education, Coordinator of Athletics and All School Events, Assistant Activity/Athletic Director, Director of Guidance, Technology Coordinator, Social Worker, Substitute Teachers, Behavioral Consultant, Assistive Technology Coordinator (but not teachers who have signed at least a 120 day temporary contract), part-time certificated employees as defined by the Indiana Education Employment Relations Board and all certificated employees appointed by the Board of Education to an "Acting" capacity in any of the above positions.
- B. The term "Local Association" shall mean the East Noble Education Association.
- C. The terms "Board" and "Association" shall include authorized officers, representatives, and agents.
- D. The term "School Corporation," when used in this Contract, shall refer to the East Noble School Corporation of the State of Indiana, its Board and its administrators.
- E. Gender when found in the language of this Contract shall always mean all teachers, both male and female.

ARTICLE II
Contract Procedures

Section 1

This Contract supersedes and cancels all previous agreements, whether verbal or written, between the School Corporation and the Association as well as any alleged past practices of the School Corporation, and this Contract constitutes the entire agreement between the parties.

1
2 **Section 2**
3

4 The parties agree that this Contract shall supersede any rules, regulations, policies, or
5 practices of the Board which would be contradictory or inconsistent with the terms of this
6 Contract. Any individual contracts between the Board and an individual member of the
7 bargaining unit shall be made subject to this Contract.
8

9 **Section 3**
10

11 If any provisions of this Contract or any application of this Contract to any employee or group
12 of employees is held to be contrary to law, then such provisions or application shall not be
13 deemed valid and subsisting, except to the extent permitted by law, but all other provisions or
14 applications shall continue in full force and effect.
15

16 **Section 4**
17

18 In the event the School Corporation comes under any court order, or conciliation agreement
19 or order having the force of law with any State or Federal Regulatory Commission or agency,
20 the carrying out of which would affect the terms of this Agreement, the parties agree to
21 negotiate in regard to such terms within the scope of such agreement or order.
22
23

24 **ARTICLE III**
25 **Association Rights**
26

27 **Section 1**
28

29 The School Corporation may deduct from the salaries of teachers, who are members of the
30 Association on October 15, the annual membership dues of the Association, loan repayments
31 to the Association and Political Action Contributions in twenty (20) equal payments over twenty
32 (20) successive payroll periods for 24 pay teachers. Those deductions will be made on a
33 continuing basis from forms provided by the Association in accordance with state law.
34 Association monies withheld by the School Corporation will be remitted to the Association
35 within one week of each payroll. Upon termination or resignation of a teacher, the Corporation
36 shall deduct any remaining dues amounts owed the Association for the current membership
37 year, if so authorized by the teacher.
38

39 **Section 2**
40

41 The School Corporation agrees to offer teachers voluntary payroll deduction for those
42 organizations set forth in Appendix D. In connection with Appendix D, 403(b), voluntary
43 Payroll Deduction, the following procedures shall apply:
44

45 With reference to Appendix D, #1 403(b)-Tax Sheltered Annuities, annuity billings that are
46 received in the months prior to when they are due will be transmitted within five working days
47 of the first of the month in which the billing is due. Annuity billings that are received in the
48 month they are due will be transmitted within five working days from the actual receipt of the
49 billing.
50

1 Additional 403(b) tax sheltered annuity providers may be added to Appendix D provided:
2

- 3 A. They agree to complete all forms required by the School Corporation, and
- 4 B. They can provide evidence of the potential participation of ten (10) or more teachers.

5
6 With reference to Appendix D, #2, Credit Union, credit union payroll deductions will be
7 forwarded to the credit union within one week of each payroll.
8

9 With reference to Appendix D, #3, others, the annual dues deductions of the Association will
10 be transmitted within one week of the payroll deduction. With reference to the other
11 deductions, deduction billings that are received in the months prior to when they are due will
12 be transmitted within five working days of the first of the month in which the billing is due.
13 Deduction billings that are received in the month they are due will be transmitted within five
14 working days of the actual receipt of the billing.
15

16 **Section 3**
17

18 At the discretion of the President, the Association may utilize a total of three (3) individual,
19 contract days for Association business. The Superintendent shall give consideration to other
20 days as requested by the President of the Association.
21

22
23 **ARTICLE IV**
24 **Board's Rights**
25

26 **Section 1**
27

28 The Board construes and the Association recognizes that the provisions of this Contract
29 constitute limitations and are the only limitations upon the Board's right to manage the school
30 district, and the Board has the responsibility and authority to manage and direct all the
31 operations of the school district to the full extent vested in it by the laws of the State of Indiana.
32

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50

**ARTICLE V
COMPENSATION**

**Division 1
Salary & Expenses**

Section 1

General Qualifications for Compensation Increase

- A. East Noble School Corporation will follow a compensation plan that meets Indiana Code 20-28-9-1.5. Teachers will be rated as highly effective, effective, needs improvement, or ineffective based on the Board's established evaluation plan. According to IC 20-28-9-1.5(c), no teacher receiving a needs improvement or ineffective evaluation under IC 20-28-11.5 will be eligible for any compensation increase under this agreement. In order to assure compliance with this law, no increases under this agreement will be given until the evaluation process is complete. Any money that would have been received by teachers who were rated ineffective or needs improvement will be equally distributed amongst all teachers receiving an effective or highly effective evaluation in the form of a stipend. In accordance with state statute, teachers will not automatically receive a salary increase each year and movements will not be made if such movements result in deficit financing.
- B. To be eligible for an increase, a teacher must have been employed with the East Noble School Corporation for at least 120 days of the contract year.
- C. In accordance with IC 20-28-9-1.5, increases to salary will be based on a combination of:
 - 1. The results of an *evaluation* conducted under IC 20-28-11.5 for the preceding school year (75 percent of total available increase).
 - 2. Experience, defined as employment with the East Noble School Corporation for at least 120 days of the contract year (25 percent of total available increase).

Description of the Plan

- D. East Noble School Corporation will utilize a salary plan with salary ranges for teachers with the district. The superintendent has the authority to determine the entry level for new teachers to the district using the following criteria when selecting the starting level:
 - 1. A new teacher may begin at the first level of the pay range according to Table I.
 - 2. A teacher with previous public school experience will provide the school district with documentation of their salary in their current district. The superintendent will attempt to match that amount on either the salary plan.
 - 3. To hire a teacher in a high needs area, the superintendent has the flexibility to offer a higher placement on the salary plan. "High needs" includes, but is not limited to, areas with limited applicants and areas which require a higher level of training and expertise.

- 1 4. When hiring a teacher where there are many quality applicants, the
2 superintendent has the flexibility to hire a teacher at a level that is lower on the
3 salary plan.
4
5 5. New hires to the district are not eligible for a change in compensation, until they
6 have completed one school year in the district.
7
8 E. No salary increase will be permitted for a teacher who receives an improvement
9 necessary or ineffective evaluation rating. In accordance with state statute, teachers
10 will not automatically receive a salary increase each year and movements will not be
11 made if such movements result in deficit financing.
12

13 *Compensation and Salary Range*

- 14
15 F. The salary range is \$36,920 to \$70,835 prior to any increases negotiated under this
16 agreement.
17
18 G. Teachers eligible under the compensation plan will receive a \$1,330 base salary
19 increase for 2017-2018 not to result in a base salary above \$70,170 when they meet
20 the criteria as described in Section 1(A), (B), and (C). In order to assure compliance
21 with the law, no increases under this agreement will be given until the evaluation
22 process is complete.
23
24 H. Teachers eligible under the compensation plan will receive a \$1,330 base salary
25 increase for 2018-2019, not to result in a base salary above \$70,835 when they meet
26 the criteria as described in Section 1(A), (B), and (C). In order to assure compliance
27 with the law, no increases under this agreement will be given until the evaluation
28 process is complete.
29

30 *Conversion from the 2016-2017 Two Level Salary Plan*

31
32 To meet Indiana Code 20-28-9-1.5 and in accordance with the 2017 IEERB Compliance
33 Rubric, all teachers on the "Blue Salary Plan" will make a one time move from a two salary
34 plan to a one salary level plan. Teachers on the 2016-2017 Salary Plan Blue Scale, Table
35 2, will move two steps higher on the Blue plan and then move over to the 2017-2018 Salary
36 Plan as in Table 1 at a level providing for a base salary equal to or most closely
37 approximating the teacher's salary before the movement without resulting in a salary
38 decrease. Example: a teacher at Level 5 (\$37,830) on the Blue plan will move two Blue
39 Levels higher to Level 7 (\$38,730) and then to level 3 (\$38,915) on the 2017-2018 Salary
40 Plan.
41

42 *The following paragraph is included for informational purposes only and was not negotiated:*

43
44 A one-time stipend of \$2,000 will be paid for earning a master's degree in the certified
45 member's field of study, school administration, or related field that contributes to the
46 academic growth of the school. This one time stipend will be distributed once per year to
47 qualifying staff members between September 15 and October 15.
48

1
2
3
4
5
6
7
8

Table 1

Certified Salary Plan

Levels		Levels	
0	\$ 36,920.00	26	\$ 54,210.00
1	\$ 37,585.00	27	\$ 54,875.00
2	\$ 38,250.00	28	\$ 55,540.00
3	\$ 38,915.00	29	\$ 56,205.00
4	\$ 39,580.00	30	\$ 56,870.00
5	\$ 40,245.00	31	\$ 57,535.00
6	\$ 40,910.00	32	\$ 58,200.00
7	\$ 41,575.00	33	\$ 58,865.00
8	\$ 42,240.00	34	\$ 59,530.00
9	\$ 42,905.00	35	\$ 60,195.00
10	\$ 43,570.00	36	\$ 60,860.00
11	\$ 44,235.00	37	\$ 61,525.00
12	\$ 44,900.00	38	\$ 62,190.00
13	\$ 45,565.00	39	\$ 62,855.00
14	\$ 46,230.00	40	\$ 63,520.00
15	\$ 46,895.00	41	\$ 64,185.00
16	\$ 47,560.00	42	\$ 64,850.00
17	\$ 48,225.00	43	\$ 65,515.00
18	\$ 48,890.00	44	\$ 66,180.00
19	\$ 49,555.00	45	\$ 66,845.00
20	\$ 50,220.00	46	\$ 67,510.00
21	\$ 50,885.00	47	\$ 68,175.00
22	\$ 51,550.00	48	\$ 68,840.00
23	\$ 52,215.00	49	\$ 69,505.00
24	\$ 52,880.00	50	\$ 70,170.00
25	\$ 53,545.00	51	\$ 70,835.00

1
2

The following table is from the 2016-2017 contract:

Table 2

Certified Salary Plan
Effective July 1, 2016

The overall salary range for teachers prior to any increase under this agreement is \$35,580 - \$70,170.

Levels	Blue	Gold	Levels	Blue	Gold
0	\$ 35,580.00	\$ 36,920.00	26	\$ 47,560.00	\$ 54,210.00
1	\$ 36,030.00	\$ 37,585.00	27	\$ 48,225.00	\$ 54,875.00
2	\$ 36,480.00	\$ 38,250.00	28	\$ 48,890.00	\$ 55,540.00
3	\$ 36,930.00	\$ 38,915.00	29	\$ 49,555.00	\$ 56,205.00
4	\$ 37,380.00	\$ 39,580.00	30	\$ 50,220.00	\$ 56,870.00
5	\$ 37,830.00	\$ 40,245.00	31	\$ 50,885.00	\$ 57,535.00
6	\$ 38,280.00	\$ 40,910.00	32	\$ 51,550.00	\$ 58,200.00
7	\$ 38,730.00	\$ 41,575.00	33	\$ 52,215.00	\$ 58,865.00
8	\$ 39,180.00	\$ 42,240.00	34	\$ 52,880.00	\$ 59,530.00
9	\$ 39,630.00	\$ 42,905.00	35	\$ 53,545.00	\$ 60,195.00
10	\$ 40,080.00	\$ 43,570.00	36	\$ 54,210.00	\$ 60,860.00
11	\$ 40,530.00	\$ 44,235.00	37	\$ 54,875.00	\$ 61,525.00
12	\$ 40,980.00	\$ 44,900.00	38	\$ 55,540.00	\$ 62,190.00
13	\$ 41,430.00	\$ 45,565.00	39	\$ 56,205.00	\$ 62,855.00
14	\$ 41,880.00	\$ 46,230.00	40	\$ 56,870.00	\$ 63,520.00
15	\$ 42,330.00	\$ 46,895.00	41	\$ 57,535.00	\$ 64,185.00
16	\$ 42,780.00	\$ 47,560.00	42	\$ 58,200.00	\$ 64,850.00
17	\$ 43,230.00	\$ 48,225.00	43	\$ 58,865.00	\$ 65,515.00
18	\$ 43,680.00	\$ 48,890.00	44	\$ 59,530.00	\$ 66,180.00
19	\$ 44,130.00	\$ 49,555.00	45	\$ 60,195.00	\$ 66,845.00
20	\$ 44,580.00	\$ 50,220.00	46	\$ 60,860.00	\$ 67,510.00
21	\$ 45,030.00	\$ 50,885.00	47	\$ 61,525.00	\$ 68,175.00
22	\$ 45,480.00	\$ 51,550.00	48	\$ 62,190.00	\$ 68,840.00
23	\$ 45,930.00	\$ 52,215.00	49	\$ 62,855.00	\$ 69,505.00
24	\$ 46,380.00	\$ 52,880.00	50	\$ 63,520.00	\$ 70,170.00
25	\$ 46,895.00	\$ 53,545.00	51	\$ 64,185.00	

3
4
5
6

- 1 I. A two (2) percent salary diversion contribution shall be made to the teacher's 401(a)
2 Plan to expire on December 31, 2019.
3
4 J. The superintendent may give a stipend using excess General Fund monies to current
5 teachers that are rated effective or highly effective by East Noble School Corporation
6 during the previous school year. Seventy-five (75) percent is based on the teacher's
7 evaluation rating and twenty-five (25) percent based on an additional year of service.
8
9 K. The Board will lower its unfunded liability with regard to Personal Sick Leave and
10 years of experience severance pay commitments as follows.
11
12 1. The Board will buy down Personal Sick Leave.
13 a. On June 30th and upon completion of each contract year, the Board will buy
14 the balance of each affected teacher's Personal Sick Leave in excess of
15 sixty (60) days.
16 b. The Board will pay \$35 for each day purchased with individual payments to
17 be placed in IRS Section 401 (a) accounts for each affected teacher.
18 c. If a teacher has had previous days prefunded into their 401(a) account
19 and in the event that accumulated days are exhausted to zero and the
20 teacher experiences a need for additional sick leave days (per Article VII,
21 Sections A or B), they are eligible to purchase additional days previously
22 prefunded at the \$35 per day rate not to exceed the number of days
23 prefunded
24
25 2. The Board will buy down its severance pay liability in regard to years of
26 experience.
27 a. On June 30th of each calendar year, the Board will buy out the balance of
28 each affected teacher's years of service on which severance pay is based.
29 b. The Board will pay \$70 for each year purchased with individual payments to
30 be placed in IRS Section 401 (a) accounts for each affected teacher.
31
32

33 **Section 2**

34
35 Basic salaries for teachers shall be paid in twenty-four (24) scheduled installments beginning
36 August 18, 2017 on the first and third Friday of each month.
37

38 **Section 3**

39
40 All payment of salaries will be by direct electronic deposit. Each teacher shall be given the
41 option of what financial institution/institutions he/she wish to have their paycheck deposited.
42 The school corporation will absorb the costs associated with this benefit. All employees will
43 receive their payroll information through a webbased (paperless) system.
44

45 **Section 4**

46
47 A teacher who is required by the administration to use his own automobile in pursuance of
48 assigned school duties, except for athletic events, shall be reimbursed at the then current IRS
49 rate per mile traveled, unless a regular stipend has been established for such travel. Such
50 rate is effective upon ratification of the agreement.
51

1 **Section 5**
2

3 In order to enhance student supervision and promote better participation by school
4 employees, the Board and Association encourage all school employees to volunteer their
5 services to work at extra-curricular activities and after school programs in their assigned
6 buildings, and other buildings, where appropriate. In exchange for this commitment from
7 school employees, the Corporation shall provide an identification card to each school
8 employee which will admit him/her to all home site extra-curricular activities and after school
9 programs (except state and conference activities where an admission is charged, such as
10 athletic sectionals, invitationals, and ISSMA music activities) free of charge.
11

12 **Section 6**
13

14 The compensation of a teacher employed on less than a full-time basis will be calculated by
15 multiplying the pay of a full-time regular teacher by the ratio of the number of minutes the less
16 than full-time teacher is required to be in the building divided by the number of minutes full-
17 time teachers are required to be in the building.
18

19 **Section 7**
20

21 Nothing contained herein shall be construed to prohibit the Board from offering an extended
22 contract to an individual teacher, such additional days to be paid for at the teacher's daily
23 contractual rate and/or pursuant to the Ancillary Schedule.
24

25 **Section 8**
26

27 If, during the term of a teacher's contract, the schools are closed on what would otherwise be
28 a regular teacher's day in the calendar by order of the School Corporation and through no
29 fault of the teacher, the teachers shall receive their regular salary during such time the schools
30 are closed. The previous sentence shall not apply to teachers then on unpaid leave.
31 Teachers on paid leave on the day of a school closing shall not be charged for use of such
32 day.
33

34 **Section 9**
35

36 Teachers will be reimbursed up to \$25 upon completion of an expanded criminal history check
37 not to exceed once per per five years to meet Indiana Code 20-26-5-10 Section 10 (g).
38

39 **Division 2**
40 **Leaves**

41
42 **Section 1. Sick Leave**
43

- 44 A. Each teacher shall be credited with sick leave days for paid absence from work because
45 of personal illness, quarantine, or medical or dental appointments, for a total of ten (10)
46 days the first (1st) year and seven (7) days in each succeeding year without loss of
47 compensation. If in any one year the teacher shall be absent for such illness, quarantine,
48 or medical or dental appointments, less than the prescribed number of days, the
49 remaining days shall be accumulated without limit.
50

- 1 B. A teacher may use personal sick leave for the following situations and shall do so on
2 application forms supplied by the Board:
3 1. to attend to a member of the teacher's household who requires care, or
4 2. to take a member of the teacher's household to a hospital for admission (or from a
5 hospital upon release) or for emergency room treatment, or
6 3. to visit a hospitalized parent, spouse, or child, or an individual who regularly resides
7 in the teacher's household, or
8 4. to travel to visit a hospitalized sibling, grandchild, mother-in-law or father-in-law.
9 5. as parental leave when a child is born to the wife of a male teacher, or
10 6. to care for a parent or child.
11
12 C. Sick leave days accumulated by a teacher prior to a leave of absence shall be credited
13 to the teacher upon return.
14

15 **Section 2. District Sick Leave Bank**

16
17 The Board agrees to establish a District Sick Leave Bank in cooperation with the Association.
18 The District Sick Leave Bank is one in which participating teachers may borrow in case of
19 personal illness to the number of work days needed to complete the eligibility period for Long-
20 Term Disability Insurance, after exhausting their own accumulated sick leave and personal
21 leave. A statement by the attending physician verifying the nature of the illness or the disability
22 shall be required of the certified employee from the District Sick Leave Bank.
23

- 24 A. New teachers will be advised to the advantages of joining the District Sick Leave Bank on
25 the first meeting day for new teachers. If they choose not to join, they must opt out in
26 writing.
27
28 B. To establish the bank, all participating employees agree to donate two (2) of their own
29 accumulated and credited sick leave days to the District Sick Leave Bank.
30
31 C. East Noble School Corporation agrees to contribute a matching number of sick leave days
32 equivalent to the accumulated total of the participating employee contributions.
33
34 D. Any participating employee finding it necessary to use bank days agrees to repay the
35 District Sick Leave Bank at the rate of two (2) days per year over a period of consecutive
36 years immediately following return to active employment with the East Noble School
37 Corporation. An accelerated repayment plan may be established by mutual agreement of
38 the teacher and the District Sick Bank Committee.
39
40 E. Any participating employee finding it necessary to borrow District Sick Leave Bank days
41 and subsequently electing not to return to active employment, should his/her health permit
42 (eligibility to be determined by a physician approved by the East Noble School
43 Corporation), or electing to accept employment elsewhere, shall repay the East Noble
44 School Corporation in cash. He/she shall repay this cash amount in total at the rate of
45 \$75 per sick day borrowed. This payment can be made for a period of time up to three
46 (3) years immediately following his or her health eligibility to return to active employment.
47 All unpaid balance shall be due at the end of the third (3rd) year.
48
49 F. In the case of continued disability, retirement because of a disability, or death, it is
50 understood that the participant, participant's family, or estate will have no obligation in
51 regard to this agreement. Continued disability is to be verified by a Board and Association

1 approved physician. Employees who have not previously enrolled in the District Sick
2 Leave Bank and who desire to participate shall contribute two (2) days either from their
3 accumulated sick leave days, or from their first year's allotment of ten (10) sick leave days.
4 Any bargaining unit member not enrolled in the District Sick Leave Bank and under
5 contract with the East Noble School Corporation may enroll by executing the form attached
6 to this contract as Appendix C.
7

8 G. Employee's individual service record will show a two (2) day deduction to the bank upon
9 the employee's written authorization.

10
11 H. Sick Leave days donated to the bank by an employee are considered a permanent
12 contribution to the bank and are not transferable to another school corporation should an
13 employee leave the Corporation.
14

15 I. The use of the District Sick Leave Bank shall not be available to certificated employees
16 during an unpaid leave of absence.
17

18 J. There should be a three (3) member District Sick Leave Bank Committee, consisting of
19 the Superintendent (Chair), the Association President(s), and one Association Executive
20 Board Member, who shall have the authority to grant or deny the requested day(s).
21

22 K. Enrollment in the bank shall be handled by the Association Sick Leave Bank Committee
23 members and certified in writing to the Superintendent no later than thirty (30) contract
24 days after the start of the school year.
25

26 L. Procedure dealing with the use of the District Sick Leave Bank:

- 27 1. Written application by the employee or a member of his/her family accompanied by a
28 physician's certificate stating, the anticipated length of disability, is to be submitted to
29 the Chairperson of the District Sick Leave Bank Committee.
- 30 2. Sick bank days may only be used for the individual's personal use.
- 31 3. Applications will be acted upon by the Chair. The Chair shall inform the applicant, or
32 where advisable, a member of the family, of the decision of the Committee. The Chair
33 shall report the Committee decision to the Board's Bookkeeping Department if a
34 withdrawal from the Bank is to be made.
35
- 36 4. Decisions may be appealed to any committee member. In case of an appealed
37 decision, the committee will convene and act upon the appeal by majority vote within
38 ten (10) days.
39

40 **Section 3. Sick Leave Transfer**

41
42 A newly employed teacher who has accumulated sick leave in another school corporation of
43 this state shall receive credit for such sick leave as follows: They shall be added to the
44 teacher's Personal Sick Leave, in the second year of employment with the School
45 Corporation, and each succeeding year thereafter, seven (7) days of sick leave until the
46 number of accumulated days to which the teacher was entitled in the last place of employment
47 shall be exhausted.
48

49 If a newly hired teacher has lost sick leave accumulation days from another public school
50 corporation due to a sequence of transfers between or among school corporations, those days
51 will be credited to the potential days to be transferred to East Noble if the teacher:

- 1
2 A. Notifies the School Corporation within ninety (90) days of the first day of work that the
3 teacher has lost accumulated days for such reason; and
4 B. Provides documentation of that loss within one (1) year of their first day of work.
5

6 **Section 4. Family and Medical Leave Act**
7

8 Provisions implementing the Family and Medical Leave Act. Teachers shall have the right to
9 both the appropriate family and medical leave and the appropriate designated benefits
10 provided by the Family & Medical Leave Act ("FMLA"). Any provision of this Contract which
11 restricts any mandatory leave and/or mandatory benefit(s) of the FMLA will not have any effect
12 for any teacher who has a right to leave and/or benefit under the Act. For any leave or benefit
13 for which a teacher qualifies for under the FMLA but not this Contract, the School Corporation
14 may:

- 15 A. require a teacher to verify and/or certify any information which an employer may require
16 under the FMLA; or
17 B. it may elect any option available to it under the FMLA; provided, however, the School
18 Corporation agrees not to seek reimbursement from teachers who fail to return to work
19 after a FMLA leave even though that is an employer option under the FMLA.
20

21 **Section 5. On Job Injury Leave**
22

23 In the case of a teacher who qualifies for benefits under the Indiana Worker's Compensation
24 Act provisions, the teacher shall be compensated the difference between Worker's
25 Compensation payments and his/her regular salary for as long as Worker's Compensation
26 payments continue, but not to exceed one hundred twenty (120) contract days or six months.
27 Sick leave is not used or necessary in a compensable injury accident or situation.
28

29 **Section 6. Personal Leave**
30

31 Teachers shall be granted three (3) days of personal leave without loss of pay per school
32 year.
33

- 34 A. A written request for personal leave shall be made two (2) days prior to such leave except
35 in cases of emergency, on the form provided by the school.
36 B. Personal leave days shall not be requested or used for the sole purpose of extending a
37 vacation or holiday. A "holiday" includes an unpaid Monday through Friday during the
38 school year.
39 C. Personal leave may be taken in half-day units.
40 D. No reason need be given except immediately prior to or after a holiday or vacation period.
41 E. Unused personal leave shall be transferred to accumulated sick leave at the end of the
42 school year. Up to one unused personal leave day at the end of the school year will roll
43 in to the next school year.
44 F. No more than four (4) consecutive personal days may be taken at one time.
45 G. Personal days before or after a holiday or unpaid leave may be requested one time per
46 five years. "Unpaid leave" for this purpose does not include FMLA or military leaves.
47

48 **Section 7. Bereavement Leave**
49

50 In the case of a death within the immediate family, the teacher shall be allowed five (5) non-
51 consecutive leave days for the purpose of planning and/or attending a memorial or service, or

1 to carry out the duties as executor of a will without loss of compensation. Immediate family
2 shall be interpreted as spouse, children, sister, brother, mother, father, mother-in-law, father-
3 in-law, grandparents or grandparents of spouse, grandchildren, niece, nephew, sister-in-law,
4 brother-in-law, spouse of a parent, child of a spouse, one who stands in the stead of a parent
5 or any other person living in the same household no matter what the degree of relationship.
6 If more than one (1) death in the immediate family shall occur at the same time, five (5)
7 additional full contract days may be granted. When the teacher is appointed as executor of
8 the estate, the five contract days may be used in a non-consecutive manner. For employees
9 who were not employed by ENSC the previous contract year, bereavement days may not be
10 taken during the school year unless the death occurs during the school year or within five
11 days of the first contracted day.

12 **Section 8. Funeral Leave**

13
14
15 Up to one (1) day of paid leave shall be granted to allow a teacher to attend the funeral of a
16 close friend or death of a family member not identified in Section 7, provided the death occurs
17 during the school year. In the latter circumstance (death of a family member), the teacher
18 may take up to an additional three (3) consecutive days of absence with a fifty percent (50%)
19 loss of pay.

20 **Section 9. Unpaid Child Care Leave**

- 21
22
23 A. A teacher shall be entitled, upon request, to a leave of absence for child care not to exceed
24 one (1) year. The leave may be to care for a child born to the teacher, spouse or a child
25 for whom the teacher has or is in the legal process of adopting and/or obtaining legal
26 responsibility for the child through legal proceedings. The leave may be requested for one
27 additional year.
- 28
29 B. This leave will commence on the day of birth or the day of adoption or may, at the teacher's
30 option, begin when the child is placed in the home, if such placement is in connection with
31 some adoption requirement, court placement, or governmental agency placement. The
32 leave will terminate at the end of any grading period unless some other date is agreed
33 upon by the teacher and the Superintendent. Said teacher shall notify the Superintendent
34 in writing of the intention to take such leave, except in the case of emergency, at least
35 thirty (30) days prior to the date on which the leave is to begin; such notice shall also state
36 the time of intended return to teaching.

37 **Section 10. Disability Leave**

38
39
40 This policy shall apply to leave in all cases where a teacher is unable to teach because of a
41 disability. Such disability shall include, among other items, disability arising from surgery,
42 physical illness, mental illness or emotional disturbance, and pregnancy.

- 43
44 A. Anticipated Disability. Where disability can reasonably be anticipated, as in the case of a
45 scheduled operation, the following rules shall apply: (1) the teacher requesting leave shall
46 notify the Office of the Superintendent of the expected time of leave as soon as reasonably
47 possible, (2) the leave of absence shall begin at a time mutually agreed to by the teacher
48 and the teacher's physician and shall coincide with the end of a semester if possible, and
49 (3) in the case of disagreement over the beginning date of the leave, or the ability of the
50 teacher to continue to teach, the School Corporation may request, and condition the time

1 leave begins on, a statement by the teacher's physician as to the teacher's ability to
2 continue teaching.

3 B. Length of Leave. The leave shall not exceed the period of disability as determined by the
4 attending physician.

5
6 C. Time of Return to Teaching Duties. The teacher may resume teaching duties at such time
7 as in the opinion of the teacher and the teacher's physician that the teacher is able to
8 resume teaching. The School Corporation may, at its option, require the certificate of the
9 physician to this effect. If the teacher wished to extend the leave beyond the period of
10 disability, this extension shall be unpaid and shall terminate with the end of the current
11 semester.

12
13 D. Use of Sick Leave. Any teacher taking a leave of absence pursuant to Section 10 may
14 use Sick Leave days which the teacher has accumulated, but shall be required, at the
15 option of the School Corporation to present a doctor's certificate of disability and personal
16 physical inability to teach to justify such use of accumulated sick leave days. Such use of
17 sick leave shall be limited to the teacher's personal disabilities related to cause of the
18 disability or pregnancy.

19
20 **Section 11. General Provisions Concerning Leaves**

21
22 A. Accumulation of successive Years of Service. In any school year when the teacher
23 actually taught under a regular teacher's contract or 120 days in the same temporary
24 assignment, the teacher shall be credited for the entire year for the purpose of obtaining
25 status as a probationary or permanent teacher, but not for a year when the teacher was
26 on leave for the entire school year, or taught under multiple temporary contracts or as a
27 substitute.

28
29 B. Returning full time teachers will begin at the same step on their respective scale when
30 they return from their leave.

31
32 C. Retirement Fund. Credit toward the Teachers' Retirement Fund shall be governed by the
33 rules of the Fund.

34
35 D. Sick Leave Days

- 36
37 1. Sick days shall not accumulate for a school year when the teacher did not teach.
38 2. For a teacher who does not teach the entire school year:
39 a. Credit for personal leave shall be based upon one day's credit for each school
40 semester in which the teacher taught on any day.
41 b. Credit for sick days shall be based on the following formula; One day of sick leave
42 credit for each 15 days the teacher is paid until the teacher has so secured that
43 year's maximum sick leave credit.
44 3. Recognizing that sick leave days are usually "credited" to the teacher as of the first
45 day of the fall semester, if this policy necessitates "deducting" sick or personal days,
46 such adjustment shall be made in the school year of the teacher's return to teaching
47 at the School Corporation, except as provided in the section governing teachers not
48 intending to return to teaching after leave.
49 4. Teachers using sick leave days for a leave, that begins during the school year and
50 ends before May 1 of the same school year, may reserve up to five sick days to be
51 available upon their return.

1
2 E. Provisions Governing Teachers After a Leave.
3

- 4 1. Teachers on leave are to notify administration by April 1 of their intent for the following
5 school year.
6 2. In the case of a teacher who does not intend to resume teaching duties with the School
7 Corporation after expiration of the requested leave:
8
9 a) The notice or request to take leave shall set forth the effective date of the teacher's
10 resignation.
11 b) The teacher shall then be eligible to use accumulated leave as provided for in
12 Article VII.
13 c) In the event of a teacher taking leave leading to resignation; if the teacher is "over
14 credited" with sick or personal days, the adjustment shall be made at the time of
15 the taking of leave, either by "deducting" such accumulated sick or personal days
16 from the teacher's accumulated credits or, if necessary, in the teacher's final pay
17 on a per diem basis.
18

19 F. Definition of "actually taught." For the purpose of this Article, the term "actually taught"
20 shall include intermittent days of sick, personal, bereavement or funeral leave. However,
21 that term shall not include leave days taken by a teacher at the end of a semester or a
22 120-day period when, but for such leaves taken; the teacher would not otherwise qualify
23 for salary increase or obtaining status as probationary or permanent teacher.
24

25 G. Verification. The School Corporation reserves the right to require written verification of
26 the reasons for all leaves.
27

28 **Section 12. Court Leave**
29

30 Court leave with pay shall be granted to teachers for the time necessary to make appearance(s)
31 in any court proceeding resulting from activities relating to the teacher's employment with the
32 School Corporation, except when the teacher is a plaintiff or in court proceedings to enforce Public
33 Law 127, Acts of 1973. Court Leave with pay will be granted to any teacher under the following
34 condition: The teacher is served a subpoena to appear in court for educationally related
35 appearances with East Noble School Corporation or a prior school corporation or a student
36 teaching experience in which he/she is not a litigant.
37

38
39 **Section 13. Jury Duty Leave**
40

41 When requested, a teacher may serve on jury duty. The Board shall pay the teacher his full salary
42 less any daily remuneration granted by the court. Pay for court incurred expenses shall not be
43 considered as a court pay and shall not be deducted from the teacher's salary.
44

45 **Section 14. Summer School Leave**
46

47 The Corporation will agree to count one day of summer school use of sick or personal leave at
48 the rate of 1/2 day from the regular sick and/or personal leave available to a teacher.
49
50
51

1 **Section 15 Adoptive Leave**
2

3 Adoptive leave shall be granted for 183 contract days to be used within an 18 month period. Upon
4 notification of impending adoption, the employee shall notify the superintendent of his/her intent.
5 The period of leave shall commence when the teacher is required by the adoption agency to travel
6 and/or pick up their child. Accumulative sick leave may be used for this leave.
7

8
9 **Division 3**
10 **Insurance**

11
12 **Section 1.**
13

14 The Board will contribute toward the Plan A and Plan B premiums for the Corporation's group
15 hospitalization, surgical and major medical insurance program, or for the eligible non-retired
16 teachers, for the Medicare supplement program. The Board will contribute the following dollar
17 amount toward the premium:
18

19 Single Plan - \$5,188.80,
20 Employee/Child Plan - \$8,818.68
21 Employee/Spouse Plan - \$9,842.16, and
22 Family Plan - \$12,941.88
23

24 In addition to the fixed dollar amount, the Board will contribute 50 percent toward future
25 increases to the premiums.
26

27 A husband and wife teaching in the School Corporation may elect two single policies or a
28 family policy. A husband and wife teaching in the School Corporation otherwise without
29 dependents must enroll in the least expensive of two single plans or a family plan unless the
30 two married teachers lose coverage or benefits then they can enroll in the other plan (single
31 versus family). The Board will pay the full cost of two single plans or one family plan up to the
32 entire premium less One Dollar (\$1.00) for two teachers who are married. This benefit is only
33 available to existing husband and wives that are presently receiving this benefit as of
34 December 31, 2007.
35

36 Enrollment dates for group hospitalization and major medical insurance are the first day of
37 school through September 15 for all personnel employed the first of each year. Coverage will
38 begin October 1 and extend through September 30 of the following year. However, any
39 teacher employed during the school year may enroll within 30 calendar days of employment.
40 Staff may select from two health plans with deductables as outlined in the health plans. This
41 section may be amended to meet any future federal and state mandated health laws that take
42 affect January 1, 2014 or after.
43

44 Spousal carve out will be implemented on February 1, 2010. Spousal carve out will include
45 all spouses of staff that are on the family health insurance plan. Spouses must enroll on the
46 health insurance plan of their employer if health insurance is a part of the insurance offerings
47 of their employer. If no such plan is offered, the spouse may remain on the East Noble plan.
48

49 The Board agrees not to change any provision of the health insurance program without
50 bargaining such with the Association other than changes mandated by federal and state laws
51 to meet the new health care requirements after January 1, 2014.
52

1 **Section 2**

2
3 In the event of any refund made on teacher related policies, such refunds shall be applied to
4 future premium payments or, after bargaining such with the Association improving plan
5 benefits.

6
7 **Section 3**

8
9 Any teacher on a leave, who is not being compensated for such leave or whose compensation
10 for such leave has expired, may continue his/her insurance by paying to the School
11 Corporation, one month in advance, an amount equal to the full monthly premium for such
12 insurance for each month, and the School Corporation shall thereupon continue the insurance
13 for such teacher for the duration of the leave so anticipated.

14
15 **Section 4**

16
17 The School Corporation will continue all insurance premium payments for any teacher granted
18 a paid leave or absence such as sick leave. This provision specifically does not cover Major
19 Disability Leave or Child Care Leave, when paid sick leave is granted during the term of such
20 leave; the Corporation does not make an insurance premium contribution, but rather Section
21 3 of this Article applies.

22
23 **Section 5**

24
25 The School Corporation will furnish all eligible teachers a flat \$50,000 of group term life
26 coverage until such time as the contract with the subject carrier reduces such benefit amount
27 according to the contract's age reduction formula.

28
29 **Section 6**

30
31 The School Corporation agrees to make available to each teacher a Long Term Disability
32 policy with 66 2/3% benefits and a 90 day qualifying period and benefits no less than the
33 previous contract. The School Corporation will pay all but one dollar (\$1.00) of the annual
34 premium.

35
36 **Section 7. Dental Plan**

37
38 The Board will make available a dental plan as may be agreeable to the parties. The Board
39 will pay up to \$233 per year towards the single plan and \$345 per year towards the family plan
40 with the remainder of the premiums paid by the teacher. In cases of two teachers married to
41 each other and enrolled in one family plan, the Board will pay up to \$435 per year towards the
42 family premium. In any event, at least each participating teacher will pay one dollar. This
43 benefit shall be provided only for teachers who either maintain continuous enrollment or show
44 cause to necessitate a change in enrollment status (HIPAA qualifying events).

45
46 **Section 8**

47
48 The School Corporation agrees to maintain its general liability insurance covering employees
49 in the performance of their duties in the face amount of \$1,000,000.

1 **Section 9**
2

3 The parties agree that the School Corporation may adopt a self-funded insurance program
4 with an aggregate stop loss carrier. The modification of the language in this Section which
5 occurred in the 1995 negotiations does not affect the School Corporation's duty to bargain in
6 this area, and therefore, no insurance benefits or employee eligibility can be changed without
7 the approval of the Association.
8

9 **Section 10**

10
11 The Board will provide a Section 125 program (including generation 1 and 2 provisions). The
12 carrier will be mutually agreed to by the Corporation and the Association. Participating
13 teachers shall be responsible to pay for fees.
14

15
16 **Division 4**
17 **Severance Pay and Retirement Insurance**
18

19 **Section 1. Qualifications**
20

21 To be eligible for additional compensation computed by the following two benefit formula
22 detailed in Section 2, below, to establish the value of these Severance Pay benefits, a teacher
23 must meet the conditions set forth below.

- 24 A. The teacher must have been employed under a regular teacher's contract or the
25 Northeast Indiana Special Education Cooperative for the 1999-2000 school year or have
26 been on leave of absence from either corporation.
27 B. The teacher must have provided written notice on or before February 1 of his/her last
28 year of teaching of his/her intention to retire at the end of that year.
29 C. The teacher must:
30 1. have 30 years or more actual service accredited by the State of Indiana including
31 any "air time" purchased by the employee through the State; or
32 2. attained the Indiana Teacher's Retirement Fund Rule of 85 or other entitlement of
33 full ISTRF Retirement Benefits (including any "air time" purchased by the employee
34 through the State) by September 1 following the teacher's last full year of teaching;
35 or
36 3. be retiring because of disability.
37

38 **Section 2. Benefits Formula**
39

40 The formula establishing the value of the Section 1 benefits are: 1) one hundred twenty-five
41 (\$125) for the last year of service in the schools which now comprise the East Noble School
42 Corporation; and 2) sixty-two dollars and fifty cents (\$62.50) for each unused accumulated
43 sick leave or personal leave day, including days credited in the last year of service.
44

45 **Section 3. Allocation**
46

47 Up to two thousand dollars (\$2000) of the Section 2 benefit shall be allocated to the teacher's
48 last contract salary. The balance of the values shall be paid in July automatically in the form
49 of non-elective Section 403(b) contributions up to each terminating employee's limit on tax-
50 deferred contributions, with any excess paid in cash.
51

1 **Section 4. Estate**

2
3 If a teacher, under contract, dies and has met the criteria set for in Section 1A and at least
4 one of the criteria listed in Section 1 C, his/her estate shall receive benefits as outlined in this
5 Article.

6
7 **Section 5 – Retirement Benefits**

8
9 An individual who is employed as a certified staff member at the time of retirement or
10 severance from employment will be eligible for the following retirement benefits provided the
11 individual has otherwise satisfied the requirements and conditions described above.

12
13 A. Retirement Health Insurance

14
15 Immediately following severance, the teacher and his/her spouse and family, if any, shall
16 have the option of remaining in the Corporation's current group health insurance plan if all
17 of the following conditions are met as of the date of severance and thereafter:

- 18
19 1. The teacher was enrolled in the Corporation's group health insurance plan during the
20 school year immediately before severance;
21 2. While the retired teacher and spouse and family, if any, remain enrolled in the health
22 insurance plan, the retired teacher and spouse shall pay the insurance premium
23 applicable to the insurance coverage, with the quarterly payments. These payments
24 shall be due on December 15th, March 15th, June 15th and September 15th. Any
25 payment late by more than 7 days will be subject to a 10% penalty. Any payment late
26 by more than 30 days is subject to cancellation.
27 3. Within ninety (90) days of the severance date, the teacher has provided a written
28 request to the School Corporation for continuing insurance coverage for the teacher
29 and spouse and family, if any.
30

31 When a retired teacher first becomes eligible for Medicare, the teacher's eligibility to continue
32 to participate in the Corporation's group health insurance plan shall terminate, if not earlier
33 terminated according to applicable law. (The same termination of eligibility shall also apply
34 when a retired teacher's spouse first becomes eligible for Medicare.) It is acknowledged that
35 the parties intend these provisions to comply with applicable federal and state laws that
36 establish an eligible teacher's right to continue health insurance for the teacher and spouse,
37 including if otherwise applicable, Indiana Code 5-10-8-2.6. Therefore, this right to extended
38 coverage shall not override any rights to continuing health care coverage as required by
39 COBRA.
40

41 **Division 5**
42 **Employer Sponsored Annuity Programs**

43
44 **Section 1. Program**

45
46 The Board agrees to maintain its IRS Code Section 403 (b) annuity program (403 -b Plan)
47 and establish a Section 401 (a) Annuity Plan (401-a Plan) for all teachers. The 403-b Plan
48 and the 401-a Plan shall include provisions allowing salary reduction, matching employer,
49 matching employee, unmatched employee and unmatched employer contributions. Subject to
50 the provisions of the IRS Code, the plans shall be fully portable and immediately vested for

1 contributions. Unless otherwise specified, employer contributions shall be paid into the 401-
2 a Plan. Teacher contributions shall be paid into the 403-b Plan.

3
4 **Section 2. Salary Settlement Diversion**

5
6 As part of their regular bargaining, the parties will determine salary increases. The annual
7 diversions to the 401-a Plan shall be included as part of the parties' total
8 compensation/benefits calculations. These salary settlement diversion contributions are
9 salary reduction contributions that are subject to Social Security and Medicare taxes, and a
10 teacher's salary settlement diversion contributions are includible in the teacher's
11 compensation reportable to ISTRF. It is otherwise intended that salary settlement diversion
12 contributions shall not be subject to income tax when contributed to the 401-a Plan.

13
14 **Section 3. Termination**

15
16 Should the parties decide to end the 401-a Plan provided by this Article, the salary diversion
17 provided herein then in effect shall be added to the next year's salary schedule without
18 negotiations. Thus, the parties acknowledge for collective bargaining purposes that the salary
19 diversion for the 401-a Plan was and is part of bargained salary.
20
21

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50

ARTICLE VI
Grievance Procedure

Section 1. Definitions.

- A. A "grievance" is an alleged violation or claimed misinterpretation of a specific article or section of this Agreement.
- B. The terms "teacher" and "grievant" include any individual or group of individuals in the bargaining unit.
- C. During the period of the school calendar, the term "day" when used in this Article shall mean days when teachers would normally be at work except if schools are closed (184 days in the school calendar) and, during the summer recess, the term "day" when used in this Article, shall mean weekdays (Monday through Friday) when the Office of the Superintendent is open.

Section 2. Grievant and Representation.

- A. An individual teacher, or group of teachers, may present a grievance and may do so through the exclusive representative, and the exclusive representative may thus be given an opportunity to be present at all stages of the grievance processing.
- B. The Association may initiate system-wide grievances, or ones affecting a major portion of teachers, at Step two.
- C. The adjustment of all grievances shall be consistent with the terms of this Contract.

Section 3. Procedure.

Step One.

A grievance may be initiated in one (1) of the following ways:

- A. The teacher may meet with the building principal concerned and discuss the matter in his own behalf.
- B. The teacher may request that a representative of the Association accompany the teacher and in such case, the building principal shall not initiate any consultation with the grievant prior to any scheduled meeting at which the representative is to be present.
- C. The teacher may bypass this Step of the Grievance procedure.

Step Two.

In the event the grievance is not resolved in Step One, the grievant may file a formal grievance, in writing, with the building principal on the form shown in Appendix C.

- A. The grievance form shall be filed in quadruplicate with one (1) copy each for the Association, the grievant, the building principal, and the Superintendent's Office.
- B. The grievance form shall: (1) Name the other individuals (s) involved, if any, (2) State the facts giving rise to the grievance, (3) Identify the specific provisions of this Agreement alleged to have been violated or misinterpreted, (4) Indicate the specific relief requested, and (5) Be signed by the grievant(s).
- C. The grievance form should be filed as soon as possible, but any grievance not presented in writing in Step Two within twenty (20) days of the time the grievant knew of the grievance, or reasonably should have known of the effect of the grievance, shall be deemed waived and shall not be processed.
- D. The teacher may request a meeting with the building principal and the Association representative may accompany the grievant. In any event, within five (5) days after receiving the written grievance, the building principal shall communicate his answer, in

1 writing, to the grievant and the Association representative, and said answer shall be
2 attached to the grievance.

3 **Step Three**

- 4 A. If the grievance is not resolved in Step Two, the teacher may, within five (5) days of receipt
5 of the building principal's answer, appeal to the Board by filing the grievance and the
6 principal's answer, along with a written response of the teacher, if desired, with the Office
7 of the Superintendent, which shall receipt therefore. The Superintendent may respond, if
8 desired, to the grievance, in writing. Any such response by the grievant, or the
9 Superintendent, shall be attached to the grievance.
- 10 B. The teacher may request a grievance meeting with the Board, or its designated
11 representative member(s), and the Association representative may accompany the
12 grievant. It is understood that the grievance will not be heard in a public Board meeting.
13 The Board, or its designated representative member (s), shall give the teacher an answer,
14 in writing, no later than ten (10) days after receipt of the written grievance properly filed
15 with the Office of the Superintendent. Such answer shall be attached to the grievance.

16
17 **Step Four**

18 Within twenty (20) days after receipt of the decision in Step Three, the Association, upon
19 written notice to the School Board, may submit the grievance to advisory arbitration under and
20 in accordance with the rules of the American Arbitration Association, pursuant to the following
21 procedure:

- 22 A. The two (2) parties, the School Board and the Association, shall attempt to select an
23 advisory arbitrator by mutual agreement, or a method of selecting an advisory arbitrator
24 by mutual agreement. If the two (2) parties cannot agree on the advisory arbitrator, or a
25 method of selection of an advisory arbitrator, within ten (10) days after notification is given,
26 the advisory arbitrator shall be selected in accordance with the rules of the American
27 Arbitration Association.

28
29 **Section 4. Powers of Arbitrator.**

- 30 A. The arbitrator shall have no power:
- 31 1 To bind either party to his decision and his decision is understood by both parties
32 not to bind either one, but to be advisory in nature only.
 - 33 2 To add to, subtract from, disregard, alter, or modify any of the terms of this
34 Agreement.
 - 35 3 To advise on the termination of services or failure to re-employ any teacher to a
36 position on the extra-curricular schedule.
 - 37 4 To advise in regard to the dismissal of, or the renewal or non-renewal of any
38 contract for, any probationary teacher, except as may be specifically provided for
39 in this agreement.
 - 40 5 To advise in regard to any claim or complaint for which there is another remedial
41 procedure or course established by law or by regulation having the force of law,
42 including, but not limited to, any matter subject to the procedures specified in the
43 Teachers' Tenure Act, the Equal Employment Opportunity Act, Equal Pay Act of
44 1963, Civil Rights Act of 1964, Executive Order 11246 Acts subject to enforcement
45 by the Wage and Hour Division of the U.S. Department of Labor or the Indiana
46 Civil Rights Commission.
 - 47 6 To advise any change in any practice, policy, or rule of the Board, unless such
48 practice, policy, or rule shall be in direct conflict with this Agreement.
- 49 B. The fees and expenses of the Arbitrator shall be shared equally by the Board and the
50 Association. All other expenses shall be borne by the party incurring them.
- 51

1 **Section 5. Other Provisions Relating to the Grievance Procedure.**

- 2 A. No reprisal of any kind shall be taken by or against any participant in the grievance
3 procedure by reason of such participation.
- 4 B. All documents, communication, and records dealing with the processing of a grievance
5 shall be filed separately from the personnel file of the participant(s) and are not valid basis
6 for evaluations.
- 7 C. Time limits herein may be extended only by mutual agreement, signed by the parties.
- 8 D. Time limits herein apply to teachers on leave of absence, other than sick leave, as if such
9 teacher were present and working. Sick Leave as used here specifically does not include
10 Division 2, Section 9, Unpaid Child Care Leave of Article VI, nor does the definition include
11 Disability Leave, as contemplated by Section 10 of Article VI.
- 12 E. All steps of the grievance procedure shall be conducted during non-regular work hours, or
13 at mutually convenient times.
- 14 F. If there is a failure prior to Step Three, to communicate the decision on a grievance within
15 the specified time limit, the grievant shall then have the right to appeal at the next step of
16 procedure. However if the Board, or its designated member(s), fail to answer the
17 grievance as contemplated in Step Three, after 48-hour written notice from the grievant or
18 the Association to the Superintendent, then the grievance shall be deemed to be granted.
- 19 G. Any grievance not advanced from one step to the next, within the time limits, shall be
20 deemed resolved by the answer at the previous step.
- 21 H. Any grievance which arose prior to the effective date of this agreement or after the
22 termination date of this agreement shall not be processed.
- 23 I. A teacher may use the grievance procedure up through Step Three, if terminated from or
24 not reemployed to, a position on the extra-curricular schedule, but neither the grievant nor
25 the Association shall have the right to process such a grievance to Step Four of the
26 procedure.
- 27 J. No probationary teacher may use the grievance procedure to appeal discharge or a
28 decision by the Board not to renew such teacher's contract. This limitation shall not
29 prevent a probationary teacher from using the grievance machinery to enforce any specific
30 procedural provision of this Agreement.
- 31 K. No probationary or permanent teacher shall use the grievance procedure to appeal the
32 cancellation of their teacher's contract by the Board. This limitation shall not prevent the
33 probationary or permanent teacher from relying on the provisions of this Agreement to
34 challenge the cancellation of their teacher's contract by the Board, and this provision does
35 not otherwise restrict the use of the grievance machinery.
- 36 L. No teacher shall use the grievance procedure to appeal any decision of the Board or
37 Administration, if such decision is pursuant to any court order, conciliation agreement or
38 order having the force of law with any State or Federal Regulatory Commission or Agency.
- 39
40
41
42
43
44
45
46
47
48
49
50
51

ARTICLE VII TERM OF AGREEMENT

This agreement shall be effective July 1, 2017 and shall continue in effect through June 30, 2019 with the exception of those provisions that specifically go into effect or expire by their terms at such other date.

Board of School Trustees, ENSC

East Noble Education Assoc.

Superintendent

President

Board President

Bargaining Chair

Ratified by East Noble Education Association October 11, 2017

Approved by the East Noble School Corporation Board of School Trustees October 18, 2017

1
2
3 APPENDIX A
4

5 **ADDITIONAL PAY**
6 **FOR ANCILLARY DUTIES AND RESPONSIBILITIES**
7

8 For extra duty assignments outside the teacher's regular contract responsibilities,
9 compensation shall be paid for the school year according to the salary guide for such
10 assignment attached to and made a part of this Agreement.
11

12 The number of positions to be filled, as found on the additional pay for extra duties and
13 responsibilities schedule for the high, middle and elementary schools, is to be determined by
14 the building administrators in consultation with the Superintendent of Schools and the Board
15 of School Trustees.
16

17 The parties agree they have examined the question of equal pay for equal work as between
18 boys and girls sports, as reflected in the salaries set forth in Appendix B, believe them to be
19 equitable and that the schedules were arrived at jointly with such questions in mind and that
20 they are the joint responsibility of the parties; as contemplated in this Appendix. Furthermore,
21 the Association agrees that it will not encourage, nor in any manner support, sponsor, or file
22 any action other than grievances filed pursuant to this Agreement, intended to question or
23 challenge the salaries set forth in Appendix B.
24

25 K-8 Flexible Extra-Curricular Fund

26 A K-8 extra-curricular fund has been established. The fund equals 33.3% of the level 0 salary.
27 Building indexes will determine the dollar amount per building as follows: ENMS will be
28 appropriated 25% of the fund total. Avilla, South Side, North Side, Rome City and Wayne
29 Center will each be appropriated 15% of the total. Funds are to be used for staff stipends for
30 activities locally developed. Administration of the funds is to be controlled by the building
31 principal and a committee of staff. A one day special activity rate is \$50. Stipends may be
32 used in half-day increments. For longer term activities, the principal and staff committee will
33 determine a stipend amount.
34

35 Workshop/Training Attendance

36 Teachers who attend required workshops/trainings provided by East Noble School
37 Corporation on time during which they would not be regularly assigned shall be paid at the
38 rate of \$20.00 per hour. Teachers who train at such sessions shall be paid \$40.00 per hour.
39

40 Compensation for Online Teachers

41
42 Online teachers will be compensated \$200 per earned credit course. Fifty (50) percent will
43 be paid at mid completion with the remaining fifty (50) percent paid upon completion of the
44 credit.
45

46 Compensation for Dual Credit Teachers

47
48 College/university approved teachers teaching dual credit college/university courses will be
49 compensated two hundred dollars (\$200) per trimester, per course title (not sections of
50 classes).
51

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18

Compensation for Teaching Overload

Any teacher who is asked by a school administrator and voluntarily accepts a teaching overload which results in a regularly scheduled loss of the teacher's preparation time, shall receive overload pay based on the ratio for increased teacher's load expressed in minutes to the total number of minutes in the teachers work day minus the thirty minutes duty free lunch.

New Teacher Orientation

New teachers to East Noble School Corporation who were not employed on a regular teacher's contract during the previous school year and who have been employed under regular contract for the next school year shall be required to attend an orientation day and will be compensated \$85. It is understood that each teacher affected by this Section will have an opportunity at an agreed upon time during the orientation to meet with the the Association.

**APPENDIX B
EAST NOBLE HIGH SCHOOL
ADDITIONAL PAY FOR ANCILLARY DUTIES AND RESPONSIBILITIES**

1. If the principal, activity/athletic director and head coach are in agreement, any position can be held by more than one person. Those involved must come to an agreement as to how the pay will be divided.
2. All ECA positions are for one year only.

Activity	
Head Football	\$10,227.19
Assistant Football	\$4,054.86
Freshman Football	\$2,467.60
Head Basketball	\$10,227.19
Assistant Basketball	\$4,054.86
Freshman Basketball	\$2,467.60
Head Baseball	\$4,054.86
Assistant Baseball	\$2,117.47
Head Track	\$4,054.86
Assistant Track	\$2,117.47
Head Wrestling	\$4,054.86
Assistant Wrestling	\$2,117.47
Head Gymnastics	\$4,054.86
Assistant Gymnastics	\$2,117.47
Head Soccer	\$4,054.86
Assistant Soccer	\$2,117.47
Head Cross Country	\$4,054.86
Assistant Cross Country	\$2,117.47
Head Swimming	\$4,054.86
Assistant Swimming	\$2,117.47
Head Volleyball	\$4,054.86
Assistant Volleyball	\$2,117.47
Head Softball	\$4,054.86
Assistant Softball	\$2,117.47
Head Tennis	\$4,054.86
Assistant Tennis	\$1,940.73
Strength & Conditioning Coordinator	\$4,054.86
Head Golf	\$4,054.86
Assistant Golf	\$1,764.00
Unified Sports Coordinator (per sport)*	\$147.10

Unified Track Coach	\$880.33
Unified Track Assistant Coach	\$706.93
Theatre Head Director – Holiday Show	\$1,323.83
Theatre Head Director – Spring Musical	\$1,323.83
Auditorium Manager	\$1,454.01
Winter Production/Theatre Assistant Director	\$1,147.10
Theatre Staff – Choreographer	\$880.33
Theatre Staff – Box Office	\$1,454.01
Theatre Staff – Costumer	\$440.17
Theatre Orchestra Conductor	\$987.04
Theatre Music Director – Holiday Show	\$987.04
Theatre Music Director – Spring Musical	\$987.04
Thespian Club Sponsor	\$530.20
Technical Director	\$1,454.01
Auditorium Tech non-school, rate/hour	\$20.01
Student Council	\$1,940.73
Assistant Student Council	\$987.04
Forensics	\$2,944.44
Assistant Forensics	\$2,117.47
Show Choir Director	\$4,635.08
HS Band Director/Jazz Band	\$4,635.08
Winter Pep Band	\$400.15
Supervise Winter Guard/Winter Percussion	\$110.04
Assistant Band Director	\$880.33
HS Percussion Sponsor	\$880.33
AdvancED Chairperson	\$310.12
Cheerleader Sponsor	\$2,580.97
High School Yearbook	\$1,454.01
Knightette Sponsor	\$880.33
FFA	\$530.20
FCCLA	\$530.20
Bi-Phy-Chem	\$530.20
National Honor Society	\$530.20
Foreign Language	\$530.20
Art Club	\$530.20
Super Bowl	\$530.20
Assistant Super Bowl	\$440.17
Spell Bowl	\$530.20

Assistant Spell Bowl	\$440.17
SADD	\$530.20
Science Fair Coordinator	\$1,237.13
Science Fair Sponsors	\$530.20
Jr./Sr. Prom	\$880.33
Jr./Sr. Counselors	\$880.33
Jr. Magazine Sales	\$440.17
Sr. Graduation	\$440.17
Career Pathways(6)*	\$1,000.38
DECA Sponsor	\$530.20
Online Newspaper	\$530.20
Intramurals, Rate Per Hour	\$15.34
Math Department Head	\$2,500.94
Language Arts Department Head	\$2,500.94
Science Department Head	\$2,500.94
Special Education Department Head	\$2,500.94
Social Studies Department Head	\$2,000.76
Business/Practical Arts Department Head	\$2,000.76
K-12 Art/Foreign Language Department Head	\$2,000.76
K-12 Music Department Head	\$2,000.76

1
2

*The number of positions is for informational purposes only and not bargained.

1
2
3
4
5
6
7
8
9

**ELEMENTARY AND MIDDLE SCHOOL
ADDITIONAL PAY FOR ANCILLARY DUTIES AND RESPONSIBILITIES**

1. If the principal, activity/athletic director and head coach are in agreement, any position can be held by more than one person. Those involved must come to an agreement as to how the pay will be divided.
2. All ECA positions are for one year only.

Activity	
Head Football	\$1,850.72
Assistant Football	\$1,237.13
Basketball, 8th Grade	\$1,850.72
Basketball 7th Grade	\$1,850.72
Elementary Basketball Coordinator	\$1,310.49
Volleyball, 8th Grade	\$1,587.27
Volleyball, 7th Grade	\$1,587.27
Soccer, Boys, Head Coach	\$1,237.13
Soccer, Girls, Head Coach	\$1,237.13
Soccer, Boys, Assistant Coach	\$880.33
Soccer, Girls, Assistant Coach	\$880.33
Wrestling	\$1,237.13
Asst. Wrestling	\$880.33
Swimming Coach	\$987.04
Asst. Swimming Coach	\$533.53
Head Track	\$1,237.13
Asst. Track	\$880.33
Cross Country	\$1,237.13
Golf	\$1,237.13
Band Director - MS	\$706.93
Year Book Sponsor - MS	\$1,237.13
Cheerleader Sponsor - MS	\$987.04
MS Spell Bowl	\$533.53
MS Math Bowl	\$533.53
MS Student Council	\$533.53
MS Department Heads (6)*	\$500.19
Student Council - Elem	\$310.12
Science Fair	\$310.12
Drama Director (fall and spring each)*	\$246.76
MS Tennis	\$310.12

Sport & Fitness Coordinator	\$1250.28
Abili Team/Unified Champions	\$533.53
Elementary Robotics Club (2 per building)*	\$310.12
Math Bowl	\$266.76
Elementary Department Heads (2 per building)*	\$500.19
Elementary Science Fair Sponsors	\$310.12
Elementary Newspaper Advisor	\$420.16
Spell Bowl	\$266.76
Elementary/MS/HS Technology Site Coordinator	\$1,480.56
MS Dance Team Coordinator	\$533.53
Intramurals, rate/hour	\$15.34
MS & Elem AdvancED Chairpersons	\$310.12
MS Junior Beta/Jr. National Honor Society Sponsor	\$533.53
MS Sound Co.	\$706.93
MS Art Club	\$246.76
MS SADD	\$176.73

1 *The number of positions is for informational purposes only and not bargained.

**APPENDIX C
SICK LEAVE BANK
AUTHORIZATION**

I hereby authorize that two (2) of my accumulated sick leave days be donated to the sick leave bank. I agree to abide by the regulations for the bank as set forth in the master contract agreement between the ENSC and the ENEA.

SIGNATURE

DATE

I hereby decline the donation of days to the sick leave bank.

SIGNATURE

DATE

**APPENDIX D
PAYROLL DEDUCTIONS**

- 1
- 2
- 3
- 4 1. TAX SHELTERED ANNUITIES
- 5 IRS approved
- 6
- 7 2. CREDIT UNION
- 8
- 9 3. OTHERS
- 10
- 11 Annual dues of and loan repayment to the Association
- 12 PAC Contributions
- 13 Health Insurance
- 14 Dental Insurance
- 15 Section 125 Benefits
- 16 Health Savings Account
- 17 United Way
- 18 Life Insurance
- 19 LTD Insurance
- 20 Cole YMCA Membership Dues

**APPENDIX E
GRIEVANCE FORM
EAST NOBLE SCHOOL CORPORATION**

Name of Aggrieved Teacher(s) Seeking Relief:

Date of Alleged Violation:

Name of Other Employee(s) Involved, If Any:

Identification of Specific Provisions of Agreement Violated or
Misinterpreted: _____

Statement of Facts Giving Rise to the Grievance and Contention of
Grievant: _____

Specific Relief Request: _____

Signature of Teacher(s) Seeking Relief

Received by: _____

Date: _____

Level of Process and Referral Date:

() Principal () Superintendent () Arbitrator

Received Date: _____ Received Date: _____ Received Date: _____

Decision Date: _____ Decision Date: _____ Decision Date: _____

By: _____ By: _____ By: _____