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CONTRACT

BETWEEN

THE BOARD OF SCHOOL TRUSTEES

OF THE

EAST NOBLE SCHOOL CORPORATION

AND

THE EAST NOBLE EDUCATION ASSOCIATION

July 1, 2023, to June 30, 2025

A Public Hearing was held on September 15, 2023, in compliance with I.C.20-29-6-1(b), and electronic participation from the parties and/or public was not permitted.

A public meeting was held on September 20, 2023, in compliance with I.C. 20-29-6-19 to discuss the tentative agreement. Electronic participation from the governing body and/or public was not permitted.

Ratified by East Noble Education Association October 10, 2023

Approved by the East Noble School Corporation Board of School Trustees October 18, 2023

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ARTICLE I
Recognition and Definitions

This Master Contract entered into this 18 day of October 2023 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 Teacher's Association and the National Education Association hereinafter called the "Association" retroactive to July 1, 2023.

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, Chief of Financial and Operations Officer, Facilities Director, Student Services Director, Chief Technology Officer, Director of Transportation, Chief Negotiator for East Noble School Corporation, School Psychologist, Architect, all School principals, Deans, or Head Teacher acting as a building supervisor, all Associate and Assistant Principals, 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 the 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.

1 **ARTICLE II**
2 **Contract Procedures**

3
4 **Section 1**
5

6 This Contract supersedes and cancels all previous agreements, whether verbal or written,
7 between the School Corporation and the Association as well as any alleged past practices of the
8 School Corporation, and this Contract constitutes the entire agreement between the parties.
9

10 **Section 2**
11

12 The parties agree that this Contract shall supersede any rules, regulations, policies, or practices
13 of the Board which would be contradictory or inconsistent with the terms of this Contract. Any
14 individual contracts between the Board and an individual member of the bargaining unit shall
15 be made subject to this Contract.
16

17 **Section 3**
18

19 If any provisions of this Contract or any application of this Contract to any employee or group of
20 employees is held to be contrary to law, then such provisions or application shall not be
21 deemed valid and subsisting, except to the extent permitted by law, but all other provisions or
22 applications shall continue in full force and effect.
23

24 **Section 4**
25

26 In the event the School Corporation comes under any court order, or conciliation agreement or
27 order having the force of law with any State or Federal Regulatory Commission or agency, the
28 carrying out of which would affect the terms of this Agreement, the parties agree to negotiate
29 in regard to such terms within the scope of such agreement or order.
30

31 **ARTICLE III**
32 **Association Rights**
33

34 **Section 1**
35

36 The School Corporation agrees to offer teachers voluntary payroll deduction for those
37 organizations set forth in Appendix D. In connection with Appendix D, 403(b), voluntary Payroll
38 Deduction, the following procedures shall apply:
39

40 With reference to Appendix D, #1 403(b)-Tax Sheltered Annuities, annuity billings that are
41 received in the months prior to when they are due will be transmitted within five working days
42 of the first of the month in which the billing is due. Annuity billings that are received in the
43 month they are due will be transmitted within five working days of the actual receipt of the
44 billing.

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

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

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

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

16
17 **Section 2**

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

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

26
27 **Section 1**

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

1 **ARTICLE V**
2 **Compensation**

3
4 **Division 1**
5 **Salary & Expenses**

6
7 **Section 1**

8
9 *General Qualifications for Compensation Increase*

- 10
11 A. East Noble School Corporation will follow a compensation plan that meets Indiana
12 Code 20-28-9-1.5. Teachers will be rated as highly effective, effective, needs
13 improvement, or ineffective based on the Board's established evaluation plan.
14 According to IC 20-28-9-1.5(c), no teacher receiving a needs improvement or
15 ineffective evaluation under IC 20-28-11.5 will be eligible for any compensation
16 increase under this agreement. In order to ensure compliance with this law, no
17 increases under this agreement will be given until the evaluation process is complete.
18 Any compensation that would have been received by teachers who were rated
19 ineffective or needs improvement will be equally distributed amongst all teachers
20 receiving an effective or highly effective evaluation in the form of a stipend. In
21 accordance with state statute, teachers will not automatically receive a salary
22 increase each year and movements will not be made if such movements result in
23 deficit financing. Teachers in their first and second year of teaching are exempt from
24 the evaluation compensation criteria per IC 20-28-9-1.5.
- 25 B. To be eligible for an increase, a teacher must have been employed with the East
26 Noble School Corporation for at least 120 days of the contract year.
- 27 C. Teachers with less than 120 days are eligible for compensation if they meet all of the
28 following:
- 29 1. First year in the district,
 - 30 2. Hired after the start of the regular school year,
 - 31 3. Hired on a regular teacher contract with at least 85 instructional days,
 - 32 4. Completed the full evaluation process, and
 - 33 5. Earned an effective or highly effective evaluation.
- 34 D. In accordance with IC 20-28-9-1.5, increases to salary will be based on a
35 combination of:
- 36 1. The results of an *evaluation* conducted under IC 20-28-11.5 for the preceding
37 school year (75 percent of total available increase).
 - 38 2. Experience, employment with the East Noble School Corporation as defined in
39 Article V, Section 1. B. and C. (25 percent of total available increase).
- 40

41 *Description of the Plan*

- 42
43 E. East Noble School Corporation will utilize a salary plan with salary ranges for teachers
44 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 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.
4. When hiring a teacher where there are many quality applicants, the superintendent has the flexibility to hire a teacher at a level that is lower on the salary plan.
5. New teachers to the district who are hired on a regular contract after the first 60 days during the school year and completed an evaluation cycle, are eligible for compensation.
6. To hire or retain a teacher in a high needs area, the superintendent has the flexibility to offer a one-time recruiting, hiring, or retention stipend.

- F. No salary increase will be permitted for a teacher who receives an improvement necessary or ineffective evaluation rating.

Compensation and Salary Range

- G. The salary range is \$45,565 to \$78,815 as negotiated under this agreement for the 2023-2024 school year. The salary range is \$46,895 to \$80,145 for the 2024-2025 school year.
- H. Teachers eligible under the compensation plan will receive a \$3,325 base salary increase from the 2022-2023 salary range not to result in a base salary above \$78,815 when they meet the criteria as described in section 1(A), (B), (C), and (D). In order to assure compliance with the law, no increases under this agreement will be given until the 2022-2023 evaluation process is complete.
- I. Teachers eligible under the compensation plan will receive a \$1,330 base increase from the 2023-2024 school year, not to result in a base salary above \$80,145 when they meet the criteria as described in Section 1(A), (B), (C), and (D). In order to assure compliance with the law, no increases under this agreement will be given until the 2023-2024 evaluation process is complete.

A one-time stipend of \$3,000 will be paid for earning a master's degree in the certified member's field of study, school administration, or related field that contributes to the academic growth of the school. The one-time stipend will be distributed once per year to qualifying staff members between September 15th and October 15.

Certified Salary Schedule

Effective July 1, 2023

183 Contract Days

Step	Salary	Step	Salary
0	\$45,565.00	26	\$62,855.00
1	\$46,230.00	27	\$63,520.00
2	\$46,895.00	28	\$64,185.00
3	\$47,560.00	29	\$64,850.00
4	\$48,225.00	30	\$65,515.00
5	\$48,890.00	31	\$66,180.00
6	\$49,555.00	32	\$66,845.00
7	\$50,220.00	33	\$67,510.00
8	\$50,885.00	34	\$68,175.00
9	\$51,550.00	35	\$68,840.00
10	\$52,215.00	36	\$69,505.00
11	\$52,880.00	37	\$70,170.00
12	\$53,545.00	38	\$70,835.00
13	\$54,210.00	39	\$71,500.00
14	\$54,875.00	40	\$72,165.00
15	\$55,540.00	41	\$72,830.00
16	\$56,205.00	42	\$73,495.00
17	\$56,870.00	43	\$74,160.00
18	\$57,535.00	44	\$74,825.00
19	\$58,200.00	45	\$75,490.00
20	\$58,865.00	46	\$76,155.00
21	\$59,530.00	47	\$76,820.00
22	\$60,195.00	48	\$77,485.00
23	\$60,860.00	49	\$78,150.00
24	\$61,525.00	50	\$78,815.00
25	\$62,190.00	51	\$78,815.00

Certified Salary Schedule

Effective July 1, 2024

185 Contract Days

Step	Salary	Step	Salary
0	\$46,895.00	26	\$64,185.00
1	\$47,560.00	27	\$64,850.00
2	\$48,225.00	28	\$65,515.00
3	\$48,890.00	29	\$66,180.00
4	\$49,555.00	30	\$66,845.00
5	\$50,220.00	31	\$67,510.00
6	\$50,885.00	32	\$68,175.00
7	\$51,550.00	33	\$68,840.00
8	\$52,215.00	34	\$69,505.00
9	\$52,880.00	35	\$70,170.00
10	\$53,545.00	36	\$70,835.00
11	\$54,210.00	37	\$71,500.00
12	\$54,875.00	38	\$72,165.00
13	\$55,540.00	39	\$72,830.00
14	\$56,205.00	40	\$73,495.00
15	\$56,870.00	41	\$74,160.00
16	\$57,535.00	42	\$74,825.00
17	\$58,200.00	43	\$75,490.00
18	\$58,865.00	44	\$76,155.00
19	\$59,530.00	45	\$76,820.00
20	\$60,195.00	46	\$77,485.00
21	\$60,860.00	47	\$78,150.00
22	\$61,525.00	48	\$78,815.00
23	\$62,190.00	49	\$79,480.00
24	\$62,855.00	50	\$80,145.00
25	\$63,520.00	51	\$80,145.00

1 A three (3) percent salary diversion contribution shall be made to the teacher's 401(a) Plan to
2 expire on December 31, 2024.

3

4 i. The superintendent may give a stipend using excess Education 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 is based on an additional year of service.

- 1 j. In the event of unforeseen circumstances and if funds are available to offer certified
2 staff members a stipend, the superintendent has the flexibility to determine an amount
3 based on additional duties.
- 4 k. The Board will lower its unfunded liability with regard to Personal Sick Leave and
5 years of experience severance pay commitments as follows:
- 6
- 7 1. The Board will buy down Personal Sick Leave.
- 8 a. On June 30th and upon completion of each contract year, the Board will buy
9 the balance of each affected teacher's Personal Sick Leave in excess of sixty
10 (60) days.
- 11 b. The Board will pay one hundred dollars (\$100.00) for each day purchased
12 with individual payments to be placed in IRS Section 401(a) accounts for
13 each affected teacher.
- 14 c. If a teacher has had previous days prefunded into their 401(a) account and
15 in the event that accumulated days are exhausted to zero and the teacher
16 experiences a need for additional sick leave days, they are eligible to
17 purchase additional days previously prefunded at the one hundred dollars
18 (\$100) per day rate not to exceed the number of days prefunded.
- 19
- 20

21 **Section 2**

22

23 For the 23-24 school year, base salaries for teachers shall be paid in twenty-four (24) scheduled
24 installments beginning August 18, 2023, on the first and third Friday of each month. Starting
25 July 1, 2024, pay dates will move to the fifth day and the twentieth day of the month. In the
26 event that these days fall on a holiday or weekend, payroll will be processed the previous
27 workday.

28

29

30 For the 24-25 school year, base salaries for teachers shall be paid in twenty-four (24) scheduled
31 installments beginning August 20, 2024, on the fifth day and twentieth day of each month. In
32 the event that these days fall on a holiday or weekend, payroll will be processed the previous
33 workday.

34

35 **Section 3**

36

37

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

42

43 **Section 4**

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

5 6 **Section 5**

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

16 17 **Section 76**

18
19 Nothing contained herein shall be construed to prohibit the Board from offering an extended
20 contract to an individual teacher, such additional days to be paid for at the teacher's daily
21 contractual rate and/or pursuant to the Ancillary Schedule.

22 23 **Section 87**

24
25 If, during the term of a teacher's contract, the schools are closed on what would otherwise be a
26 regular teacher's day in the calendar by order of the School Corporation and through no fault of
27 the teacher, the teachers shall receive their regular salary during such time the schools are
28 closed. The previous sentence shall not apply to teachers on unpaid leave. Teachers on paid
29 leave on the day of a school closing shall not be charged for use of such day.

30 31 **Section 98**

32
33 Teachers will be reimbursed up to \$35 upon completion of an expanded criminal history check
34 not to exceed once per five years to meet Indiana Code 20-26-5-10 Section 10(g).

Division 2
Leaves

Section 1 Sick Leave

- A. Each teacher shall be credited with sick leave days for paid absence from work because of personal illness, quarantine, or medical or dental appointments, for a total of ten (10) days the first (1st) year and seven (7) days in each succeeding year without loss of compensation. If in any one year the teacher shall be absent for such illness, quarantine, or medical or dental appointments, less than the prescribed number of days, the remaining days shall be accumulated without limit.
- B. A teacher may use personal sick leave for the following situations and shall do so on application forms supplied by the Board.
1. To attend to a member of the teacher's household who requires care, or
 2. To take a member of the teacher's household to a hospital for admission (or from a hospital upon release) or for emergency room treatment, or
 3. To visit a hospitalized parent, spouse, or child, or an individual who regularly resides in the teacher's household, or
 4. To travel to visit a hospitalized sibling, grandchild, mother-in-law, or father-in-law.
 5. As parental leave when a child is born to the wife of a male teacher, or to care for a parent or child.
 6. Sick leave days accumulated by a teacher prior to a leave of absence shall be credited to the teacher upon return.

Section 2 District Sick Leave Bank

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

- A. New teachers will be advised of the advantages of joining the District Sick Leave Bank on the first meeting day for new teachers. If they choose not to join, they must opt out in writing.
- B. To establish the bank, all participating employees agree to donate two (2) of their own accumulated and credited sick leave days to the District Sick Leave Bank.
- C. East Noble School Corporation agrees to contribute a matching number of sick leave days equivalent to the accumulated total of the participating employee contributions.

- 1 D. Any participating employee finding it necessary to use bank days agrees to repay the
2 District Sick Leave Bank at the rate of two (2) days per year over a period of
3 consecutive years immediately following return to active employment with the East
4 Noble School Corporation. An accelerated repayment plan may be established by
5 mutual agreement of the teacher and the District Sick Bank Committee.
- 6 E. Any participating employee finding it necessary to borrow District Sick Leave Bank
7 days and subsequently electing not to return to active employment, should his/her
8 health permit (eligibility to be determined by a physician approved by the East Noble
9 School Corporation), or electing to accept employment elsewhere, shall repay the
10 East Noble School Corporation in cash. He/she shall repay this cash amount in total
11 at the rate of \$95 per sick day borrowed. This payment can be made for a period of
12 time up to three (3) years immediately following his or health eligibility to return to
13 active employment. All unpaid balance shall be due at the end of the third (3rd) year.
- 14 F. In the case of continued disability, retirement because of a disability, or death, it is
15 understood that the participant, participant's family, or estate will have no obligation
16 in regard to this agreement. Continued disability is to be verified by a Board and
17 Association approved physician.
- 18 G. Employee's individual service record will show a two (2) day deduction to the bank
19 upon the employee's written authorization.
- 20 H. Sick Leave days donated to the bank by an employee are considered a permanent
21 contribution to the bank and are not transferable to another school corporation
22 should an employee leave the corporation.
- 23 I. The use of the District Sick Leave Bank shall not be available to certificated employees
24 during an unpaid leave of absence.
- 25 J. There should be a three (3) member District Sick Leave Bank Committee, consisting of
26 the Superintendent (Chair), the Association President(s), and one Association
27 Executive Board Member, who shall have the authority to grant or deny the
28 requested day(s).
- 29 K. Employees who have not previously enrolled in the District Sick Leave Bank and who
30 desire to participate shall contribute two (2) days either from their accumulated sick
31 leave days, or from their first year's allotment of ten (10) sick leave days. Any
32 bargaining unit member not enrolled in the District Sick Leave Bank and under
33 contract with the East Noble School Corporation may enroll by executing the form
34 attached to this contract as Appendix C. Enrollment in the bank shall be handled by
35 the Association Sick Leave Bank Committee members and certified in writing to the
36 Superintendent no later than thirty (30) contract days after the start of the school
37 year.
- 38 L. Procedure dealing with the use of the District Sick Leave Bank:
- 39 1. Written application by the employee or a member of his/her family
40 accompanied by a physician's certificate, stating the anticipated length of
41 disability, is to be submitted to the Chairperson of the District Sick Leave
42 Bank Committee.
- 43 2. Sick bank days may only be used for the individual's personal use.

3. Applications will be acted upon by the Chair. The Chair shall inform the applicant, or where advisable, a member of the family, of the decision of the Committee. The Chair shall report the Committee decision to the Board's Bookkeeping Department if a withdrawal from the Bank is to be made.
4. Decisions may be appealed to any committee member. In case of an appealed decision, the committee will convene and act upon the appeal by a majority vote within ten (10) days.

Section 3 Sick Leave Transfer

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

A newly employed teacher who has accumulated sick leave from another school corporation of this state may use sick days which have not transferred into their Personal Sick Leave for maternity/paternity leave at the time of the birth or adoption of a child.

An employee new to the district who has accumulated sick days at a previous school district(s) and requests to use maternity at the start of their first year with East Noble School corporation, may use their accumulated days with the following restrictions:

1. If the teacher does not begin their classroom teaching assignment at the end of the requested maternity leave, he/she will be required to reimburse the school district the full costs associated with the leave (salary, taxes, annuity, TRF, etc.) to East Noble School Corporation. Repayment terms will need to be approved through the Chief Finance and Operations Officer and the superintendent.
2. The teacher must complete the remainder of the school year following the maternity leave or he/she will be required to reimburse the school district the full costs associated with the leave (salary, taxes, annuity, TRF, etc.) to East Noble School Corporation. Repayment terms will need to be approved through the Chief Finance and Operations Officer and the superintendent.

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

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

Section 4 Family and Medical Leave Act

Provisions implementing the Family and Medical Leave Act. Teachers shall have the right to both the appropriate family and medical leave and the appropriate designated benefits provided by the Family 7 Medical Leave Act (FMLA"). Any provision of this Contract which restricts any mandatory leave and/or mandatory benefit(s) of the FMLA will not have any effect for any teacher who has a right to leave and/or benefit under the Act. For any leave or benefit for which a teacher qualifies for under the FMLA but not this Contract, the School Corporation may:

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

Section 5 On Job Injury Leave

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

Section 6 Personal Leave

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

- A. A written request for Personal leave shall be made two (2) days prior to such leave except in cases of emergency, on the form provided by the school.
- B. Personal leave days shall not be requested or used for the sole purpose of extending a vacation or holiday. A "holiday" includes an unpaid Monday through Friday during the school year.
- C. Personal leave may be taken in half-day units.
- D. No reason need be given except immediately prior to or after a holiday or vacation period.
- E. Unused personal leave shall be transferred to accumulated sick leave at the end of the school year. Up to one unused personal leave day at the end of the school year will roll into the next school year.
- F. No more than four (4) consecutive personal days may be taken at one time.
- G. Personal days before or after a holiday or unpaid leave may be requested one time per five years. The dates of the leave requests must be five (5) calendar years apart to qualify for approval. "Unpaid leave" for this purpose does not include FMLA or military leaves.

Section 7 Bereavement Leave

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

14 15 **Section 8 Funeral Leave**

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

22 23 **Section 9 Unpaid Child Care Leave**

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

40 41 **Section 10 Disability Leave**

42

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

- 4
- 5 A. Anticipated Disability. Where a disability can reasonably be anticipated, as in the
6 case of a scheduled operation, the following rules shall apply: (1) the teacher
7 requesting leave shall notify the Office of the Superintendent of the expected time of
8 leave as soon as reasonably possible, (2) the leave of absence shall begin at a time
9 mutually agreed to by the teacher and the teacher's physician and shall coincide with
10 the end of a semester if possible, and (3) in the case of disagreement over the
11 beginning date of the leave, or the ability of the teacher to continue to teach, the
12 School Corporation may request, and condition the time leave begins on, a statement
13 by the teacher's physician as to the teacher's ability to continue teaching.
- 14 B. Length of Leave. The leave shall not exceed the period of disability as determined by
15 the attending physician.
- 16 C. Time of Return to Teaching Duties. The teacher may resume teaching duties at such
17 time as in the opinion of the teacher and the teacher's physician that the teacher is
18 able to resume teaching. The school corporation may, at its option, require the
19 certificate of the physician to this effect. If the teacher wishes to extend the leave
20 beyond the period of disability, this extension shall be unpaid and shall terminate
21 with the end of the current semester.
- 22 D. Use of Sick Leave. Any teacher taking a leave of absence pursuant to Section 10 may
23 use Sick Leave days which the teacher has accumulated, but shall be required, at the
24 option of the School Corporation to present a doctor's certificate of disability and
25 personal physical inability to teach to justify such use of accumulated sick leave days.
26 Such use of sick leave shall be limited to the teacher's personal disabilities related to
27 the cause of the disability or pregnancy.
- 28

29 **Section 11 General Provisions Concerning Leaves**

30

- 31 A. Accumulation of successive Years of Service. In any school year when the teacher
32 actually taught under a regular teacher's contract or 120 days in the same
33 temporary assignment, the teacher shall be credited for the entire year for the
34 purpose of obtaining status as a probationary or permanent teacher, but not for a
35 year when the teacher was on leave for the entire school year or taught under
36 multiple temporary contracts or as a substitute.
- 37 B. Returning full-time teachers will begin at the same step on their respective scale
38 when they return from their leave.
- 39 C. Retirement Fund. Credit toward the Teacher' Retirement Fund shall be governed by
40 the rules of the Fund.
- 41 D. Sick Leave Days
- 42 1. Sick days shall not accumulate for a school year when the teacher did not teach.
- 43 2. For a teacher who does not teach the entire school year:

- a. Credit for personal leave shall be based upon one day's credit for each school semester in which the teacher taught on any day.
- b. Credit for sick days shall be based on the following formula: One day of sick leave credit for each 15 days the teacher is paid until the teacher has so secured that year's maximum sick leave credit.
3. Recognizing that sick leave days are usually "credited" to the teacher as of the first day of the fall semester, if this policy necessitates "deducting" sick or personal days, such adjustment shall be made in the school year of the teacher's return to teaching at the school corporation, except as provided in the section governing teachers not intending to return to teaching after leave.
4. Teachers using sick leave days for a leave, that begins during the school year and ends before May 1 of the same school year, may reserve up to five sick days to be available upon their return.
- E. Provisions Governing Teachers After a Leave.
 1. Teachers on leave are to notify administration by April 1 of their intent for the following school year.
 2. In the case of a teacher who does not intend to resume teaching duties with the School Corporation after expiration of the requested leave:
 - a. The notice of request to take leave shall set forth the effective date of the teacher's resignation.
 - b. The teacher shall then be eligible to use accumulated leave as provided for in Article VII.
 - c. In the event of a teacher taking leave leading to resignation; if the teacher is "over credited" with sick or personal days, the adjustment shall be made at the time of the taking of leave, either by "deducting" such accumulated sick or personal days from the teacher's accumulated credits or, if necessary, in the teacher's final pay on a per diem basis.
- F. Definition of "actually taught." For the purpose of this Article, the term "actually taught" shall include intermittent days of sick, personal, bereavement or funeral leave. However, that term shall not include leave days taken by a teacher at the end of a semester or a 120-day period when, but for such leaves taken; the teacher would not otherwise qualify for salary increase or obtaining status as probationary or permanent teacher.
- G. Verification. The School Corporation reserves the right to require written verification of the reasons for all leaves.

Section 12 Court Leave

Court leaves with pay shall be granted to teachers for the time necessary to make appearance(s) in any court proceeding resulting from activities relating to the teacher's employment with the School Corporation, except when the teacher is a plaintiff or in court proceedings to enforce Public Law 127, Acts of 1973. Court Leave with pay will be granted to any teacher under the following condition: The teacher is served a subpoena to appear in court

for educationally related appearances with East Noble School Corporation or a prior school corporation or a student teaching experience in which he/she is not a litigant.

Section 13 Jury Duty Leave

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

Section 14 Summer School Leave

The Corporation will agree to count one day of summer school use of sick or personal leave at the rate of ½ day from the regular sick and/or personal leave available to a teacher.

Section 15 Adoptive Leave

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

Division 3 Insurance

Section 1

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

Plan Selection	Traditional Plan	High Deductible Plan
Single	70%	82%
Employee + Child	66%	77%
Employee + Spouse	66%	77%
Family	66%	77%

A husband and wife teaching in the School Corporation may elect two single policies or a family policy. A husband and wife teaching in the School Corporation otherwise without dependents must enroll in the least expensive of two single plans or a family plan unless the two married teachers lose coverage or benefits then they can enroll in the other plan (single versus family).

1 The Board will pay the full cost of two single plans or one family plan up to the entire premium
2 less One Dollar (\$1.00) for two teachers who are married. This benefit is only available to
3 existing husbands and wives that are presently receiving this benefit as of December 31, 2007.

4
5 Enrollment dates for group hospitalization and major medical insurance are the first day of
6 school through September 15 for all personnel employed the first of each year. Coverage will
7 begin October 1 and extend through September 30 of the following year. However, any
8 teacher employed during the school year may enroll within 30 calendar days of employment.
9 Staff may select from two health plans with deductibles as outlined in the health plans. This
10 section may be amended to meet any future federal and state mandated health laws that take
11 affect January 1, 2014, or after.

12
13 Spousal carve out will be implemented on February 1, 2010. Spousal carve out will include all
14 spouses of staff that are on the family health insurance plan. Spouses must enroll on the health
15 insurance plan of their employer if health insurance is a part of the insurance offerings of their
16 employer. If no such plan is offered, the spouse may remain on the East Noble plan.

17
18 The Board agrees not to change any provision of the health insurance program without
19 bargaining such with the Association other than changes mandated by federal and state laws to
20 meet the new health care requirements after January 1, 2014.

21 22 **Section 2**

23
24 In the event of any refund made on teacher related policies, such refunds shall be applied to
25 future premium payments or, after bargaining such with the Association improving plan
26 benefits.

27 28 **Section 3**

29
30 Any teacher on a leave, who is not being compensated for such leave or whose compensation
31 for such leave has expired, may continue his/her insurance by paying to the School Corporation,
32 one month in advance, an amount equal to the full monthly premium for such insurance for
33 each month, and the School corporation shall thereupon continue the insurance for such
34 teacher for the duration of the leave so anticipated.

35 36 **Section 4**

37
38 The School Corporation will continue all insurance premium payments for any teacher granted
39 a paid leave of absence such as sick leave. This provision specifically does not cover Major
40 Disability Leave or Child Care Leave, when paid sick leave is granted during the term of such
41 leave; the Corporation does not make an insurance premium contribution, but rather Section 3
42 of this Article applies.

43 44 **Section 5**

1
2 The School Corporation will furnish all eligible teachers a flat \$50,000 of group term life
3 coverage until such time as the contract with the subject carrier reduces such benefit amount
4 according to the contract's age reduction formula.
5

6 **Section 6**

7

8 The School Corporation agrees to make available to each teacher a Long-Term Disability policy
9 with 66-2/3% benefits and a 90-day qualifying period and benefits no less than the previous
10 contract. The School Corporation will pay all but one dollar (\$1.00) of the annual premium.
11

12 **Section 7**

13

14 The Board will make available a dental plan as may be agreeable to the parties. The Board will
15 pay up to \$233 per year towards the single plan and \$345 per year towards the family plan with
16 the remainder of the premiums paid by the teacher. In cases of two teachers married to each
17 other and enrolled in one family plan, the Board will pay up to \$435 per year towards the family
18 premium in any event, at least each participating teacher will pay one dollar. This benefit shall
19 be provided only for teachers who either maintain continuous enrollment or show cause to
20 necessitate a change in enrollment status (HIPAA qualifying events).
21

22 **Section 8**

23

24 The School Corporation agrees to maintain its general liability insurance covering employees in
25 the performance of their duties in the face amount of \$1,000,000.
26

27 **Section 9**

28

29 The parties agree that the School Corporation may adopt a self-funded insurance program with
30 an aggregate stop loss carrier. The modification of the language in this Section which occurred
31 in the 1995 negotiations does not affect the School Corporation's duty to bargain in this area,
32 and therefore, no insurance benefits or employee eligibility can be changed without the
33 approval of the Association.
34

35 **Section 10**

36

37 The Board will provide a Section 125 program (including generation 1 and 2 provisions). The
38 carrier will be mutually agreed to by the Corporation and the Association. Participating
39 teachers shall be responsible for paying fees.
40

41 To be eligible for additional compensation computed by the following two benefit formula
42 detailed in Section 2, below, to establish the value of these Severance Pay benefits, a teacher
43 must meet the conditions set forth below.
44
45

Division 4
Severance Pay and Retirement Insurance

Section 1. Qualifications

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

- A. The teacher must have been employed under a regular teacher's contract or have been on leave of absence.
- B. The teacher must have provided written notice on or before February 1 of his/her last year of teaching of his/her intention to retire at the end of that year.
- C. The teacher must:
 - 1. have 30 years or more actual service accredited by the State of Indiana including any "airtime" purchased by the employee through the State; or
 - 2. attained the Indiana Teacher's Retirement Fund Rule of 85 or other entitlement of full ISTRF Retirement Benefits (including any "airtime" purchased by the employee through the State) by September 1 following the teacher's last full year of teaching; or
 - 3. be retiring because of disability.

Section 2 Benefits Formula

The formula establishing the value of the Section 1 benefits are: 1) two hundred fifty dollars (\$250) for the last year of service in the schools which now comprise the East Noble School Corporation; and 2) one hundred dollars (\$100.00) for each unused accumulated sick leave or personal leave day, including days credited in the last year of service.

Section 3 Allocation

Up to two thousand dollars (\$2,000) of the Section 2 benefit shall be allocated to the teacher's last contract salary. The balance of the values shall be paid in July automatically in the form of non-elective Section 403(b) contributions up to each terminating employee's limit on tax-deferred contributions, with any excess paid in cash.

Section 4 Estate

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

1 **Section 5 Retirement Benefits**

2
3 An individual who is employed as a certified staff member at the time of retirement or
4 severance from employment will be eligible for the following retirement benefits provided the
5 individual has otherwise satisfied the requirements and conditions described above.
6

7 A. Retirement Health Insurance

8
9 Immediately following severance, the teacher and his/her spouse and family, if any,
10 shall have the option of remaining in the Corporation's current group health insurance
11 plan if all the following conditions are met as of the date of severance and thereafter:
12

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

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

Division 5
Employer Sponsored Annuity Programs

Section 1 Program

The Board agrees to maintain its IRS Code Section 403(b) annuity program (403-b Plan) and establish a Section 401(a) Annuity Plan (401-a Plan) for all teachers. The 403-b Plan and the 401-a Plan shall include provisions allowing salary reduction, matching employer, matching employee, unmatched employee and unmatched employer contributions. Subject to the provisions of the IRS Code, the plans shall be fully portable and immediately vested for contributions. Unless otherwise specified, employer contributions shall be paid into the 401a Plan. Teacher contributions shall be paid into the 403-b Plan.

Section 2 Salary Settlement Diversion

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

Section 3 Termination

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

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 school are closed (183 days for the 23-24 school calendar, and 185 days for the 24-25 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 one affecting a major portion of teacher, 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.

- 1 B. The grievance form shall: (1) Name the other individual(s) involved, if any, (2) State
2 the facts giving rise to the grievance, (3) Identify the specific provisions of this
3 Agreement alleged to have been violated or misinterpreted, (4) Indicate the specific
4 relief requested, and (5) Be signed by the grievant(s).
5 C. The grievance form should be filed as soon as possible, but any grievance not
6 presented in writing in Step Two within twenty (20) days of the time the grievant
7 knew of the grievance, or reasonable should have known of the effect of the
8 grievance, shall be deemed waived and shall not be processed.
9 D. The teacher may request a meeting with the building principal and the Association
10 representative may accompany the grievant. In any event, within five (5) days after
11 receiving the written grievance, the building principal shall communicate his answer,
12 in writing, to the grievant and the Association representative, and said answer shall
13 be attached to the grievance.
14

15 **Step Three**

- 16
17 A. If the grievance is not resolved in Step Two, the teacher may, within five (5) days of
18 receipt of the building principal's answer, appeal to the Board by filing the grievance
19 and the principal's answer, along with a written response of the teacher, if desired,
20 with the Office of the Superintendent, which shall receipt, therefore. The
21 Superintendent may respond, if desired, to the grievance, in writing. Any such
22 response by the grievant, or the Superintendent, shall be attached to the grievance.
23 B. The teacher may request a grievance meeting with the Board, or its designated
24 representative member(s), and the Association representative may accompany the
25 grievant. It is understood that the grievance will not be heard in a public Board
26 meeting. The Board, or its designated representative member(s), shall give the
27 teacher an answer, in writing, no later than ten (10) days after receipt of the written
28 grievance properly filed with the Office of the Superintendent. Such answer shall be
29 attached to the grievance.
30

31 **Step Four**

32
33 Within twenty (20) days after receipt of the decision in Step Three, the Association, upon
34 written notice to the School Board, may submit the grievance to advisory arbitration under and
35 in accordance with the rules of the American Arbitration Association, pursuant to the following
36 procedure:

- 37 A. The two (2) parties, the School Board and the Association, shall attempt to select an
38 advisory arbitrator by mutual agreement, or a method of selecting an advisory
39 arbitrator by mutual agreement. If the two (2) parties cannot agree on the advisory
40 arbitrator, or a method of selection of an advisory arbitrator, within ten (10) days
41 after notification is given, the advisory arbitrator shall be selected in accordance with
42 the rules of the American Arbitration Association.
43
44

Section 4 Powers of Arbitrator

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

Section 5 Other Provisions Relating to the Grievance Procedure

- A. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
- B. All documents, communication, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant(s) and are not valid basis for evaluations.
- C. Time limits herein may be extended only by mutual agreement, signed by the parties.
- D. Time limits herein apply to teachers on leave of absence, other than sick leave, as if such teacher were present and working. Sick Leave as used here specifically does not include Division 2, Section 9, Unpaid Child Care Leave of Article VI, nor does the definition include Disability Leave, as contemplated by Section 10 of Article VI.
- E. All steps of the grievance procedure shall be conducted during non-regular work hours, or at mutually convenient times.
- F. If there is a failure prior to Step Three, to communicate the decision on a grievance within the specified time limit, the grievant shall then have the right to appeal at the next stop of procedure. However, if the Board, or its designated

1 member(s), fail to answer the grievance as contemplated in Step Three, after 48-
2 hour written notice from the grievant or the Association to the superintendent,
3 then the grievance shall be deemed to be granted.

4 G. Any grievance not advanced from one step to the next, within the time limits, shall
5 be deemed resolved by the answer at the previous step.

6 H. Any grievance which arose prior to the effective date of this agreement or after the
7 termination date of this agreement shall not be processed.

8 I. A teacher may use the grievance procedure up through Step Three, if terminated
9 from or not reemployed to, a position on the extra-curricular schedule, but neither
10 the grievant nor the association shall have the right to process such grievance to
11 Step Four of the procedure.

12 J. No probationary teacher may use the grievance procedure to appeal discharge or a
13 decision by the Board not to renew such teacher's contract. This limitation shall not
14 prevent a probationary teacher from using the grievance machinery to enforce any
15 specific procedural provision of this Agreement.

16 K. No probationary or permanent teacher shall use the grievance procedure to appeal
17 the cancellation of their teacher's contract by the Board. This limitation shall not
18 prevent the probationary or permanent teacher from relying on the provisions of
19 this Agreement to challenge the cancellation of their teacher's contract by the
20 Board, and this provision does not otherwise restrict the use of the grievance
21 machinery.

22 L. No Teacher shall use the grievance procedure to appeal any decision of the Board or
23 Administration, if such decision is pursuant to any court order, conciliation
24 agreement or order having the force of law with any State or Federal Regulatory
25 Commission or Agency.
26

ARTICLE VII
TERM OF AGREEMENT

This agreement shall be effective July 1, 2023 and shall continue in effect through June 30, 2025 with the exception of those provisions that specifically go into effect or expire by their terms at such other date.

The undersigned attest to the following:

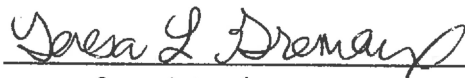
A Public Hearing was held on September 15, 2023, in compliance with I.C. 20-29-6-1(b), and electronic participation from the parties and/or public was not permitted.

A public meeting was held on September 20, 2023, in compliance with I.C. 20-29-6-19 to discuss the tentative agreement. Electronic participation from the governing body and/or public was not permitted.

Ratified by East Noble Education Association October 10, 2023

Approved by the East Noble School Corporation Board of School Trustees October 18, 2023

Board of School Trustees, ENSC




Superintendent



Board President

East Noble Education Association



President



Bargaining Chair

**APPENDIX A
ADDITIONAL PAY
FOR ANCILLARY DUTIES AND RESPONSIBILITIES**

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

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

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

Workshop/Training Attendance

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

Compensation for Online Teachers

Online teachers will be compensated \$200 per earned credit course upon completion of the course. Teachers must submit a "yellow" claim form along with supporting student completion documentation by June 10 of each school year. Elective courses must be approved by the building principal before the online coursework begins.

Compensation for Dual Credit Teachers

College/university approved teachers teaching dual credit college/university courses will be compensated two hundred dollars (\$200) each trimester, for each course title (not sections of classes).

1 New Teacher Orientation

2

3 New teachers to East Noble School Corporation who were not employed on a regular

4 teacher's contract during the previous school year and who have been employed under

5 regular contract for the next school year will be compensated \$85-per day at a new

6 teacher orientation. It is understood that each teacher affected by this Section will have

7 an opportunity at an agreed upon time during the orientation to meet with the

8 Association.

9

10

11

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.

Athletic Coaches

Baseball Head	\$4,300.00
Baseball Assistant	\$2,300.00
Basketball Head	\$10,800.00
Basketball Assistant	\$4,300.00
Basketball Freshman	\$2,600.00
Cheerleading Head	\$2,800.00
Cheerleading Assistant	\$1,600.00
Cross Country Head	\$5,000.00
Cross Country Assistant	\$2,300.00
Football Head	\$10,800.00
Football Assistant	\$4,300.00
Football Freshman	\$2,600.00
Golf Head	\$4,300.00
Golf Assistant	\$1,900.00
Gymnastics Head	\$4,300.00
Gymnastics Assistant	\$2,300.00
Soccer Head	\$4,300.00
Soccer Assistant	\$2,300.00
Softball Head	\$4,300.00
Softball Assistant	\$2,300.00
Strength & Conditioning Coordinator	\$4,300.00
Swimming Head	\$4,300.00
Swimming Assistant	\$2,300.00
Tennis Head	\$4,300.00
Tennis Assistant	\$2,100.00
Track Head	\$4,300.00
Track Assistant	\$2,300.00
Unified Basketball Head	\$900.00
Unified Basketball Assistant	\$500.00

Unified Flag Football Head	\$4,300.00
Unified Flag Football Assistant	\$2,300.00
Unified Sports Coordinator (per sport) *	\$200.00
Unified Track Head	\$4,300.00
Unified Track Assistant	\$2,300.00
Volleyball Head	\$4,300.00
Volleyball Assistant	\$2,300.00
Wrestling Head	\$4,300.00
Wrestling Assistant	\$2,300.00

Fine Arts

Auditorium Manager	\$1,600.00
Auditorium Technical Director	\$1,600.00
Auditorium Tech non-school, rate/hour	\$21.00
Band Director/Jazz Band Head	\$4,900.00
Band Director Assistant	\$1,000.00
Band – Fall Guard	\$2,500.00
Band – Fall Percussion	\$2,500.00
Band – Winter Guard	\$2,000.00
Band – Winter Percussion	\$2,000.00
Band – Winter Pep	\$700.00
Raise a Ruckus Theatre Director	\$600.00
Raise a Ruckus Music Director	\$400.00
Show Choir Director	\$6,000.00
Theatre Assistant Director/Winter Production	\$1,300.00
Theatre Head Director - Holiday Show	\$1,400.00
Theatre Head Director - Spring Musical	\$1,400.00
Theatre Music Director - Holiday show	\$1,100.00
Theatre Music Director - Spring Musical	\$1,100.00
Theatre Orchestra Conductor	\$1,100.00
Theatre Staff - Box Office	\$1,600.00
Theatre Staff - Choreographer	\$1,000.00
Theatre Staff - Costumer	\$500.00

Club Sponsors

Art	\$600.00
Bi-Phy-Chem	\$600.00
DECA	\$600.00

eSports (year)	\$1,200.00
FCCLA	\$600.00
FFA	\$600.00
Foreign Language	\$600.00
Forensics	\$1,500.00
Jr. Magazine Sales	\$500.00
Jr./Sr. Prom	\$1,000.00
Knightette	\$1,000.00
National Honor Society	\$600.00
Online Newspaper	\$600.00
Robotics	\$600.00
Science Fair Coordinator	\$1,300.00
Science Fair Sponsors	\$600.00
Science Olympiad	\$600.00
Sources of Strength	\$600.00
Spell Bowl Head	\$600.00
Spell Bowl Assistant	\$500.00
Sr. Graduation	\$500.00
Student Council Head	\$2,600.00
Student Council Assistant	\$1,600.00
Super Bowl Head	\$600.00
Super Bowl Assistant	\$500.00
Thespian	\$600.00
Unified Bocce Ball Head	\$900.00
Unified Bocce Ball Assistant	\$500.00
Unified eSports	\$600.00
Yearbook	\$2,600.00

Professional Roles

Business/Practical Arts Department Head	\$2,200.00
Career Pathways (6) *	\$1,100.00
Jr./Sr. Counselors	\$1,000.00
K-12 Art/Foreign Language Department Head	\$2,200.00
K-12 Music Department Head	\$2,200.00
Language Arts Department Head	\$2,700.00
Math Department Head	\$2,700.00
Online Coordinator	\$9,100.00
Science Department Head	\$2,700.00

Social Studies Department Head	\$2,200.00
Special Education Department Head	\$2,700.00
Technology Website Coordinator	\$1,600.00

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

**EAST NOBLE 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.

Athletic Coaches

Basketball 6 th Grade	\$1,000.00
Basketball 7 th Grade	\$2,000.00
Basketball 8 th Grade	\$2,000.00
Cheerleading	\$1,100.00
Cross Country	\$1,300.00
Dance Team Coordinator	\$600.00
Football Head	\$2,000.00
Football Assistant	\$1,300.00
Golf	\$1,300.00
Soccer Head - Boys	\$1,300.00
Soccer Assistant - Boys	\$1,000.00
Soccer Head - Girls	\$1,300.00
Soccer Assistant - Girls	\$1,000.00
Swimming Head	\$1,300.00
Swimming Assistant	\$1,000.00
Tennis	\$1,100.00
Track Head	\$1,300.00
Track Assistant	\$1,000.00
Unified Clubs Sponsor Head (per season)	\$400.00
Unified Clubs Sponsor Assistant (per season)	\$200.00

Unified Sports Coordinator (per sport) *	\$200.00
Unified Swim	\$600.00
Volleyball 6 th Grade	\$1,000.00
Volleyball 7 th Grade	\$1,700.00
Volleyball 8 th Grade	\$1,700.00
Wrestling Head	\$1,300.00
Wrestling Assistant	\$1,000.00

Club Sponsors

Art Club	\$400.00
Band Director	\$800.00
Drama Director (fall and spring each) *	\$500.00
FCCLA Sponsor	\$600.00
Math Bowl	\$400.00
National Honor Society Sponsor	\$600.00
Robotics Club	\$600.00
Science Club	\$400.00
Science Fair	\$400.00
Sound Company	\$800.00
Sources of Strength	\$600.00
Spell Bowl	\$400.00
Student Council	\$600.00
Yearbook Sponsor	\$1,300.00

Professional Roles

Technology Website Coordinator	\$1,600.00
Team Leader	\$600.00

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

EAST NOBLE ELEMENTARY SCHOOLS 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.

Basketball Coordinator	\$1,400.00
Department Heads	\$600.00
Math Bowl	\$400.00
National Honor Society Sponsor	\$600.00
Newspaper Advisor	\$500.00
Robotics Club	\$600.00
Science Fair Sponsors	\$400.00
Spell Bowl	\$400.00
Sport & Fitness Coordinator	\$1,400.00
Student Council	\$600.00
Technology Website Coordinator	\$1,600.00
Yearbook	\$400.00

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.
1. Tax Sheltered Annuities
IRS approved
2. Credit Union
3. Others
 - Health Insurance
 - Dental Insurance
 - Section 125 Benefits
 - Health Savings Account
 - United Way
 - Life Insurance
 - LTD Insurance
 - 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: _____