### The Collective Bargaining Agreement

#### Between

The Board of School Trustees of Franklin Community Schools

#### And

The Franklin Community Teachers' Association



August 1, 2023 - June 30, 2024

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#### **ARTICLE I**

#### **Parties**

THIS AGREEMENT by and between the Board of School Trustees of the Franklin Community School Corporation, hereinafter referred to as the "Board" and the Franklin Community Teachers' Association, an affiliate of the Indiana State Teachers' Association and the National Education Association, hereinafter referred to as the "Association". Any certified staff member in the bargaining unit will be hereinafter referred to as "teacher". This agreement is effective August 1, 2023 through June 30, 2024.

#### Recognition of the Exclusive Representative

The Board recognizes the Association as the exclusive representative and Franklin Community School Corporation school employer is the following: All certificated employees except for the superintendent, assistant superintendents, principals, assistant principals, executive directors, assistant directors, adjunct teachers, high school athletic director(s), and all non-certified personnel.

#### **Definitions**

- A. The term "bargaining unit" shall refer to certified employees of Franklin Community Teachers' Association exclusive representative and Franklin Community School Corporation school employer is the following: All certificated employees except for the superintendent, assistant superintendents, principals, assistant principals, executive directors, assistant directors, adjunct teachers, high school athletic director(s), and all non-certified personnel.
- B. The term "Board" shall include officers, representatives and agents authorized by the Board" acting in concert at a duly constituted meeting.
- C. The term "Association" shall include authorized officers, representatives, and agents designated by those procedures adopted by the "Association."
- D. The term "School Corporation" shall refer to the Franklin Community School Corporation of Johnson County of the State of Indiana.
- E. The term "new money" shall refer to the increase in funding recognized by the school corporation as being available for teacher salaries.
- F. The term "sick leave" shall refer to the period of time that a teacher is absent from work due to illness or disability without loss of compensation.

- G. The term "PTO" or "paid time off" shall refer to the time a teacher receives that he/she may be absent from work without loss of compensation.
- H. The term "ancillary duties" shall refer to additional duties outside of an individual teacher contract.
- I. The term "ADM" or "average daily membership" shall refer to the student enrollment count.
- J. The term "Academic Need" factor shall refer to a compensation factor allowing additional salary adjustments for recruiting and retention of highly qualified teachers.
- K. The term "referendum" shall refer to an additional property tax levy pursued by the school corporation for specific operating needs. FCS pursued a referendum in May 2019 for \$0.23 per \$100 of assessed value for purposes of increasing teacher and support staff salaries and addressing safety enhancements.
- L. The term "spouse" shall refer to a teacher who is legally married and experiences the birth or adoption of a child and "partner" shall refer to a teacher who is not legally married but who is the legal guardian to a child through birth or adoption.
- M. The term "PPO" shall refer to the two (2) Preferred-Provider Organization health plans (\$1,500 and \$5,000) and "HSA" shall refer to the two (2) High-Deductible Health plans (\$2,000 and \$3,000) as offered by the South-Central Indiana School Trust.
- N. The term "Open Enrollment" shall refer to the annual period of time as offered through the South-Central Indiana School Trust for teachers to make changes to their benefit options without experience a qualifying life event.

#### Article II-Salary/Wages

#### Salary Range

At the beginning of the 2023-24 school year, the salaries of returning full-time teachers were between \$ 46,000.00 and \$91,960.84. The district is compliant with the \$40,000 minimum salary requirement.

Under the compensation plan, each teacher will receive up to a 3.5% increase to their base salary.

After the increase is awarded, full-time teachers will be making between \$47,610.00 and \$97,913.57.

#### Compensation Plan

#### 1. Eligibility

All salary increases require teachers to be deemed Highly Effective and Effective based on the FCS Teacher Evaluation. Indiana Code 20-28-9-1.5.

Any teacher deemed Needs Improvement or Ineffective (except teachers in their first two full school years of instructing students) will not receive a raise, and his/her proposed increase will be distributed to all teachers rated effective and highly effective in the form of a lump sum base salary increase in the current contract year. Any teacher deemed Needs Improvement or Ineffective is not eligible for a salary increase and will remain at his/her previous year's salary. In order to be eligible for a full salary increase in the current year, a teacher must have been employed by Franklin School Corporation for at least 120 days in the prior school year or were on Board approved leave during the prior school year.

#### 2. Base Salary Increases

The FCTA and FCS negotiated teacher salary increases for the 2023-24 school year will be 3.5% per teacher.

Returning teachers who are employed by FCS for 2023-24 school year, will be eligible to receive a salary increase of 3.5% to their base salary for the 2023-24 contract. Teachers who started employment with FCS in the 2023-24 school year will receive increases that reflect the "New Teacher Salary Provisions" on Page 6, Section 5.

#### 3. Factors

Teacher compensation will be based upon performance with teachers earning units for specific performance in the following (1-3) defined categories, (4) academic need and advanced degrees, and (6) other salary items.

Teachers will receive a base salary increase of 2.5% for the teacher evaluation factor, 0.5% for the experience factor, and 0.5% for the instructional leadership factor as follows:

#### Teacher Evaluation (2.5% increase to base salary)

A teacher who received an evaluation rating of highly effective or effective in the prior school year will receive a 2.5% salary increase.

#### Experience (0.5% increase to base salary)

A returning teacher who satisfies the minimum requirement of 120 paid days during the previous school year.

Note: A teacher who is returning from a military leave will receive the appropriate salary increases which they would have been eligible for had they worked 120 days and received an effective or highly effective rating in the prior school year's evaluation.

Completing at least 18 hours of leadership in one or more of the following instructional leadership roles that have been pre-approved by the administration:

- Consistent participation in PLC meetings = 9 hours
- Voluntary Building or District Leadership Position or recognition. (Such as: building and corporation level committees, safety, climate, culture, textbook adoption, PLC, bargaining, kids' team.)
- Curriculum Leader/Staff development activity leader
- Chaperoning school events
- PTO activities
- School Improvement Plan
- After School Program/activities
- Mentor Beginning Teacher
- Supervise a Student Teacher
- Field Experience Supervisor = 9 hours

Meeting the definition of instructional leadership roles above will equate to a 0.5% base salary increase.

#### 4. Academic Need

The academic need factor is required to allow for recruiting and retention of highly qualified teachers.

From 2020-21 and in future school years, the first time the certified employee ends the school year at 90 sick days, the \$1,000 increase will be added to their base salary. The \$1,000 increase will remain in their base salary, regardless of whether or not the certified employee maintains the 90-day balance. The 90 days will still be accumulated to the teacher's sick leave total. The teacher is only eligible for this increase one time.

Teachers will also receive an additional \$1,000 to their base salary for earning a Master's degree in an eligible content area as defined by IDOE.

Teachers who have completed their Orton Gillingham (OG) certification will receive a one-time stipend of \$500, once all requirements have been completed and they make the Assistant Superintendent aware of this completion.

#### 5. New Teacher Salary Provisions

The minimum starting salary for a new teacher with 0 years' experience with a Bachelor's degree is \$47,610 and for a new teacher with 0 years' experience with a Master's degree is \$48,610. Teachers hired from outside of the school district with teaching experience will be placed no higher than the lowest salary of any teachers currently in the system with the same years of experience and education.

This is used one time ONLY to establish a teacher's initial base salary.

Increases are awarded to Highly Effective and Effective teachers only per Indiana Code 20-28-9-1.5. Teachers in their first two years of instructing students who are rated as needs improvement or ineffective are permitted to be eligible for a salary increase in accordance with Indiana law.

#### 6. Other Salary Items

<u>Section 1.</u> The parties agree that salaries and wages to be affected by this Agreement are accurately reflected in the New Teacher Salary Provisions and ECA Salary Schedule. Both are made a part of this Agreement, and the New Teacher Salary Provisions set forth on Page 6 and the extra pay set forth on Pages 9-17 shall be the schedule which remain in force for the period of this Agreement.

#### Section 2. Indiana Teacher Retirement Fund

The Board of School Trustees of the Franklin Community School Corporation shall contribute the Teacher's share of the Indiana State Teacher Retirement Fund, as required by the INPRA rate, based on employment hire date. (This additional contribution is in addition to the current salaries of this August 2023 – June 2024 Master Agreement).

<u>Section 3.</u> Eligible part-time and shared-time faculty members will receive health/hospitalization and dental insurance benefits the same as full-time faculty members.

<u>Section 4.</u> A letter of employment shall be provided for the following hiring situations:

Any teacher hired for at least one semester or its equivalent shall be provided the following benefits:

- a. Salary placement as indicated in the New Teacher Salary Provision on Page 6.
- b. Two (2) paid time off days for each 33 days of employment.

Any retired teacher re-hired in a full-time position shall have the option to receive medical and dental insurance benefits for the duration of employment.

#### Section 5. Ancillary Duties

- A. Teachers providing instruction for homebound students, Franklin Academy, and any instruction for grants outside of the normal contract time, will be compensated at a rate of \$35.00 dollars per hour.
- B. If a teacher is assigned an extra assignment class, instead of getting a preparation period, the teacher's pay will be an additional one-seventh (1/7) over the regular pay.

- C. If a teacher is assigned as a substitute teacher for other classes in addition to their own class, the teacher shall be paid a twenty-five (25) dollars per period stipend for 1, 2 & 3 periods, and up to a maximum of \$105 per day for 4-7 periods.
- D. Teachers who are required to attend professional development events or are assigned curriculum development responsibilities outside of their normal contract hours, those teachers may receive \$75 for a ½ day and \$125 for a full day of work. These requests must be pre-approved by the Assistant Superintendent.
- E. When it becomes necessary to extend teacher contracts, classroom teachers will be compensated based on their daily rate using their most current contract amount.
- F. The parties recognize that final authority to create positions, determine job descriptions and titles, and to assign teachers to positions is vested in the Board of School Trustees.

# FRANKLIN COMMUNITY SCHOOL CORPORATION ECA SALARY SCHEDULE 2023-2024

Between ECA Committee meetings and/or discussion/negotiations, the Superintendent of Schools shall have the ability to make changes in ECA positions as deemed appropriate and necessary. These changes may be made for a period not to exceed one calendar year. *This section has not been bargained but is included for informational purposes only.* 

ECA BASE SALARY: Based on the beginning teacher salary of \$47,610.00

Position Assignment Description	# of Positions	Factor	Position Contract Amount 2023-24
District:			
LEAD ELEMENTARY LIBRARY ASST	1	0.0847	\$ 4,032.57
PLC LEADER – ART	1	0.0500	\$ 2,380.50
PLC LEADER - ESSENTIAL SKILLS	1	0.0500	\$ 2,380.50
PLC LEADER - MUSIC	1	0.0500	\$ 2,380.50
PLC LEADER - PE	1	0.0500	\$ 2,380.50
PLC LEADER -ELEM/TRAINER	1	0.0500	\$ 2,380.50
PLC LEADER – DEV PRE-K	1	0.0500	\$ 2,380.50
PLC LEADER - STEM	1	0.0500	\$ 2,380.50
ENERGY AUDITORS	2	0.1420	\$ 6,760.62
FIT	2	0.0175	\$ 833.18
ELEMENTARY BASKETBALL EVENT COORDINATOR	1	0.0367	\$ 1,747.29
TEACHER OF THE YEAR-STATE COMPETITION		TOP 3 TOP 10 TOP 20	\$ 2,000.00 \$ 1,000.00 \$ 500.00
Custer Baker Intermediate:			
BAND DIRECTOR	2	0.0245	\$ 1,166.45
BUILDING WEBMASTER	1	0.0160	\$ 761.76
CHOIR DIRECTOR	1	0.0245	\$ 1,166.45
CLUB SPONSORS	10	0.0100	\$ 476.10
DRAMA CLUB	2	0.0150	\$ 714.15
FIT	1	0.0175	\$ 833.18
INTRAMURAL SPORTS COACHES	6	0.0150	\$ 714.15
MATH BOWL	1	0.0150	\$ 714.15

PLC LEADER	8	0.0500	\$ 2,380.50
	2	0.0300	\$ 2,380.30
ROBOTICS			\$ 714.15
SPELL BOWL	1	0.0150	-
STUDENT COUNCIL	2	0.0250	\$ 1,190.25
THERAPY DOG HANDLER	1	0.06522	\$ 3,105.12
YEARBOOK	2	0.0200	\$ 952.20
DAILY GRIZZ CLUB	1	0.0280	\$ 1,333.08
BASKETBALL-6TH GIRLS COACH	1	0.0565	\$ 2,689.97
BASKETBALL-6TH BOYS COACH	1	0.0565	\$ 2,689.97
CHEER-HEAD COACH	1	0.0282	\$ 1,342.60
SCIENCE BOWL	1	0.0150	\$ 714.15
TEAM LEADS	3	0.0070	\$ 333.27
ACADEMIC TEAM WINS STATE			\$ 250.00
ACADEMIC TEAM EARNS TOP 10			\$ 150.00
RECOGNITION			
OTHER ACADEMIC COMPETITIONS-			\$ 250.00
WINNER OF MAIN COMPETITION			
Franklin High School:			<u> </u>
ACADEMIC TEAM COACH	7	0.0300	\$ 1,428.30
BAND ASST DIRECTOR	1	0.1860	\$ 8,855.46
BAND DIRECTOR	1	0.2710	\$12,902.31
BAND-PEP DIRECTOR	1	0.0680	\$ 3,237.48
BEST BUDDIES	1	0.0200	\$ 952.20
BUILDING WEBMASTER	1	0.0160	\$ 761.76
BUSINESS PROFS OF AMERICA	1	0.0400	\$ 1,904.40
CONCERT CHOIR DIRECTOR FCHS	1	0.1355	\$ 6,451.16
CONCERT CHOIR-ASST DIRECTOR	1	0.0680	\$ 3,237.48
CLASS SPONSOR-JUNIOR	2	0.0300	\$ 1,428.30
CLASS SPONSOR-SENIOR	1	0.0300	\$ 1,428.30
CLUB SPONSOR - INTERNATIONAL	1	0.0200	\$ 952.20
CLUB SPONSOR - KEY CLUB	1	0.0200	\$ 952.20
CLUB SPONSOR - SCIENCE	1	0.0200	\$ 952.20
DANCE -VARSITY COACH	1	0.0282	\$ 1,342.50
DRAMA DIRECTOR/School Play	1	0.0500	\$ 2,380.50
DRAMA CLUB	1	0.0300	\$ 1,428.30
Esports	1	0.0300	\$ 1,428.30
Esports Assist	1	0.0300	\$ 833.18
FCCLA	1	0.0175	\$ 1,428.30
FCTV	1	0.1242	\$ 5,913.16
FELLOWSHIP OF CHRIST ATH	1	0.0200	\$ 952.20
	2	0.0200	\$ 3,332.70
FFA	3	0.0700	\$ 833.18
FIT EDECUMAN ODJENITATION	2	0.0173	\$ 1,428.30
FRESHMAN ORIENTATION			\$ 1,428.30
Harvard Model Congress	2	0.0200	
HONART	1	0.0200	\$ 952.20
MUSICAL DIRECTOR	2	0.0875	\$ 4,165.88
MUSICAL ASSIST DIRECTOR	1	0.0375	\$ 1,785.38

\$ 1,428.30
\$ 3,237.48
\$ 2,380.50
\$ 714.15
\$ 6,451.16
\$ 3,237.48
\$ 1,904.40
\$ 4,761.00
\$ 6,474.96
\$ 2,856.60
\$ 1,428.30
\$12,211.97
\$ 1,428.30
\$ 3,627.88
\$ 7,198.63
\$ 4,032.57
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\$12,902.31
\$ 1,342.60
\$ 1,428.30
\$ 4,032.57
\$ 1,680.63
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\$ 4,570.56
\$ 5,241.86
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\$ 3,089.89
\$ 1,342.60
\$ 4,437.25
\$ 4,437.25
\$ 2,380.50
\$ 1,428.30
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\$ 1,428.30
\$ 2,689.97
\$ 7,198.63
\$ 2,689.97
\$ 7,198.63
\$ 3,627.88

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SOFTBALL-GIRLS VAR COACH	1	0.1512	\$ 7,198.63
SWIM&DIVE-BOYS & GIRLS VAR	1	0.2710	\$12,902.31
SWIM COACH			
SWIM&DIVE-BOYS & GIRLS ASSIST			
COACH	2	0.0848	\$ 4,037.33
SWIM&DIVE-BOYS & GIRLS VAR			
ASSIST DIVE COACH	1	0.0424	\$ 2,018.66
SWIM&DIVE-BOYS & GIRLS VAR			4 4 600 00
DIVE COACH	1	0.0848	\$ 3,688.80
TENNIS-GIRLS ASST COACH	1	0.0452	\$ 2,151.97
TENNIS-BOYS ASST COACH	1	0.0452	\$ 2,151.97
TENNIS-BOYS VAR COACH	1	0.0932	\$ 4,437.25
TENNIS-GIRLS VAR COACH	1	0.0932	\$ 4,437.25
TRACK-BOYS ASST COACH	2	0.0649	\$ 3,089.89
TRACK-GIRLS ASST COACH	2	0.0649	\$ 3,089.89
TRACK-GIRLS VAR COACH	1	0.1355	\$ 6,451.16
TRACK-BOYS VAR COACH	1	0.1355	\$ 6,451.16
TRACK-BOYS THROWS COACH	1	0.0282	\$ 1,342.60
TRACK-GIRLS THROWS COACH	1	0.0282	\$ 1,342.60
TRACK-UNIFIED COACH	1	0.0649	\$ 3,089.89
TRACK-UNIFIED ASSIST COACH	1	0.0282	\$ 1,342.60
VBALL-HEAD COACH BOYS VAR	1	0.1512	\$ 7,198.63
VBALL-ASST COACH BOYS VAR	1	0.0791	\$ 3,765.95
VBALL-JV COACH BOYS	1	0.0791	\$ 3,765.95
VBALL-FRESHMAN COACH GIRLS	1	0.0649	\$ 3,089.89
VBALL-JV COACH GIRLS	1	0.0791	\$ 3,765.95
VBALL-VARSITY COACH GIRLS	1	0.1512	\$ 7,198.63
VBALL-ASSIST VAR COACH GIRLS	1	0.0791	\$ 3,765.95
VBALL-FRESHMAN COACH BOYS	1	0.0649	\$ 3,089.89
WEIGHTS & COND-FALL COACH	1	0.0678	\$ 3,227.96
WEIGHTS & COND-SPRING COACH	1	0.0678	\$ 3,227.96
WEIGHTS & COND-SUMMER COACH	2	0.0678	\$ 3,227.96
WEIGHTS & COND-WINTER COACH	1	0.0678	\$ 3,227.96
WRESTLING-BOYS & GIRLS ASST	2	0.0706	\$ 3,361.27
COACH/JV	_		, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
WRESTLING-BOYS & GIRLS VAR	1	0.2710	\$12,902.31
COACH	_		,,-
WRESTLING-BOYS & GIRLS VAR	2	0.0903	\$ 4,299.18
ASST COACH	_		, ,
X COUNTRY-BOYS ASST COACH	1	0.0141	\$ 671.30
X COUNTRY-BOYS VAR COACH	1	0.0932	\$ 4,437.25
X COUNTRY-GIRLS ASST COACH	1	0.0141	\$ 671.30
X COUNTRY-GIRLS VAR COACH	1	0.0932	\$ 4,437.25
ATHLETIC-COUNTY CHAMPION	·	0.0002	\$ 100.00
ATHLETIC-CONFERENCE CHAMPION			\$ 150.00
ATHLETIC-CONFERENCE CHAMITION ATHLETIC-ADVANCING TEAM OR			\$ 250.00
INDIVIDUAL REGIONAL			Ψ 250.00
ATHLETIC-ADVANCING TEAM OR			\$ 250.00
INDIVIDUAL SEMI-STATE			Ψ 250.00
ATHLETIC-ADVANCING TEAM OR			\$ 250.00
ATTICETIC-ADVANCING TEAM OR	12		Ψ 250.00

INDIVIDUAL STATE			
ATHLETIC-WIN END OF SEASON			\$ 250.00
TOURNAMENT			Ψ 250.00
ACADEMIC TEAM-WINS MAIN OR			\$ 250.00
FINAL COMPETITION (USUALLY AT			Ψ 230.00
STATE LEVEL)			\$ 150.00
STATE LEVEL)			For Top 10
OTHER TEAM OR GROUP			\$ 250.00
COMPETITIONS-WINNER OF			ψ 250.00
LARGEST COMPETITION AGAINST			
AT LEAST FIVE OTHER TEAMS OR			
GROUPS IN SAME DIVISION			
OKOOTS IN SAME DIVISION	+		
Franklin Community Middle School:			
ACADEMIC TEAM COACH FCMS	2	0.0150	\$ 714.15
BAND DIRECTOR	1	0.0325	\$ 1,547.33
BETA CLUB/NATIONAL HONOR	1	0.0323	\$ 1,190.25
SOCIETY	1	0.0230	ψ 1,170.23
BUILDING WEBMASTER	1	0.0160	\$ 761.76
CHOIR DIRECTOR	1	0.0325	\$ 1,547.33
CLUB SPONSORS	6	0.0323	\$ 476.10
DRAMA CLUB	2	0.0280	\$ 1,333.08
FIT	1	0.0233	\$ 833.18
JOURNALISM CLUB	1	0.0280	\$ 1,333.08
LIBRARY MEDIA SPECIALIST	1	0.0400	\$ 1,904.40
MATH BOWL	1	0.0150	\$ 714.15
PLC LEADER	12	0.0415	\$ 1,975.82
Robotics	1	0.0413	\$ 714.15
SPELL BOWL	1	0.0150	\$ 714.15
STUDENT COUNCIL	2	0.0150	\$ 1,190.25
	6	0.0230	\$ 333.27
TEAM LEADS WASHINGTON DC COORDINATOR	1	0.0070	\$ 1,190.25
***************************************	2	0.0250	\$ 1,190.25
YEARBOOK	1	0.0230	
ATHLETIC WEBMASTER/PR			\$ 1,428.30
BASKETBALL-7TH BOYS ASST	1	0.0508	\$ 2,418.59
COACH  DASKETPALL ZTIL DOVE HEAD	1	0.0762	\$ 3,627.88
BASKETBALL-7TH BOYS HEAD	1	0.0702	\$ 3,027.00
COACH  DASKETPALL STUDOVS ASST	1	0.0508	\$ 2,418.59
BASKETBALL-8TH BOYS ASST COACH	1	0.0500	φ 2,710.33
BASKETBALL-8TH BOYS HEAD	1	0.0762	\$ 3,627.88
COACH	1	0.0702	ψ 3,027.00
BASKETBALL-7TH GIRLS HEAD	1	. 0.0762	\$ 3,627.88
COACH	1	0.0702	φ 5,027.00
BASKETBALL-7TH GIRLS ASST	1	0.0508	\$ 2,418.59
COACH	1	0.0500	φ 2,π10.39
BASKETBALL-8TH GIRLS ASST	1	0.0508	\$ 2,418.59
COACH	1	0.0500	φ 2,410.33
BASKETBALL-8TH GIRLS HEAD	1	0.0762	\$ 3,627.88
COACH	1	0.0702	ψ 3,027.00
COACII			

BLUE CREW SPONSOR	1	0.0141	\$ 671.30
CHEER-WINTER HEAD COACH	1	0.0452	\$ 2,151.97
CHEER-FALL HEAD COACH	1	0.0395	\$ 1,880.60
EVENT MANAGERS	2	0.0353	\$ 1,680.63
FOOTBALL-7TH BOY HEAD COACH	1	0.0847	\$ 4,032.57
FOOTBALL-7TH BOY ASST COACH	2	0.0565	\$ 2,689.97
FOOTBALL-8TH BOY ASST COACH	2	0.0565	\$ 2,689.97
FOOTBALL-8TH BOY HEAD COACH	1	0.0847	\$ 4,032.57
GOLF-GIRLS HEAD COACH	1	0.0367	\$ 1,747.29
GOLF-BOYS HEAD COACH	1	0.0367	\$ 1,747.29
SOCCER-BOYS HEAD COACH	1	0.0565	\$ 2,689.97
SOCCER-GIRLS HEAD COACH	1	0.0565	\$ 2,689.97
STRENGTH COACH 1ST SEMESTER	1	0.0424	\$ 2,018.66
STRENGTH COACH 2ND SEMESTER	1	0.0424	\$ 2,018.66
TENNIS-BOYS HEAD COACH	1	0.0395	\$ 1,880.60
TENNIS-GIRLS HEAD COACH	1	0.0395	\$ 1,880.60
SWIM&DIVE-BOYS & GIRLS HEAD	1	0.0706	\$ 3,361.27
SWIM COACH	•	0.0700	0,501.27
SWIM&DIVE-BOYS & GIRLS ASST	2	0.0424	\$ 2,018.66
SWIM COACH	_	0.0121	2,010.00
TRACK-HEAD COACH	1	0.0847	\$ 4,032.57
TRACK-ASST COACH	4	0.0480	\$ 2,285.28
TRACK-UNIFIED BOYS & GIRLS	1	0.0100	Ψ 2,203.20
COACH	1	0.0480	\$ 2,285.28
VBALL-HEAD COACH 8TH GIRLS	1	0.0621	\$ 2,956.58
VBALL-HEAD COACH 7TH GIRLS	1	0.0621	\$ 2,956.58
WRESTLING-BOYS HEAD COACH	1	0.0021	\$ 3,765.95
WRESTLING-BOYS ASST COACH	2	0.0480	\$ 2,285.28
X COUNTRY-BOYS & GIRLS HEAD	1	0.0411	\$ 1,956.77
COACH	1	0.0411	Ψ 1,230.77
X COUNTRY-BOYS & GIRLS ASSIST	2	0.0141	\$ 671.30
COACH	_	0.0141	Ψ 071.50
ATHLETIC-COUNTY CHAMPION			\$ 100.00
ATHLETIC-CONFERENCE CHAMPION			\$ 150.00
ATHLETIC-ADVANCING TEAM OR			\$ 250.00
INDIVIDUAL REGIONAL			Ψ 250.00
ATHLETIC-ADVANCING TEAM OR			\$ 250.00
INDIVIDUAL SEMI-STATE			Ψ 250.00
ATHLETIC-ADVANCING TEAM OR			\$ 250.00
INDIVIDUAL STATE			\$ 250.00
ATHLETIC-WIN END OF SEASON			\$ 250.00
TOURNAMENT			Ψ 250.00
ACADEMIC TEAM-WINS MAIN OR			\$ 250.00
FINAL COMPETITION (USUALLY AT			220.00
STATE LEVEL)			\$ 150.00
VIIII			For Top 10
OTHER TEAM OR GROUP			\$ 250.00
COMPETITIONS-WINNER OF			
LARGEST COMPETITION AGAINST			
AT LEAST FIVE OTHER TEAMS OR			
III DELIGITIED OTTER TEMPEROUS			

GROUPS IN SAME DIVISION			
Creekside Elementary:			
BUILDING WEBMASTER	1	0.0160	\$ 761.76
CLUB SPONSORS	4	0.0100	\$ 476.10
DESTINATION	2	0.0280	\$ 1,333.08
IMAGINATION/ODYSSEY OF THE			
MIND			
FIT	1	0.0175	\$ 833.18
MATH BOWL	1	0.0150	\$ 714.15
PLC LEADER	5	0.0500	\$ 2,380.50
SPELL BOWL	1	0.0150	\$ 714.15
SCIENCE BOWL	1	0.0150	\$ 714.15
ELEMENTARY BASKETBALL	1	0.0175	\$ 833.18
BUILDING REP			
THERAPY DOG HANDLER	1	0.06522	\$ 3,105.12
ACADEMIC TEAM WINS STATE			\$ 250.00
ACADEMIC TEAM EARNS TOP 10			\$ 150.00
RECOGNITION			
DESTINATION			\$ 150.00
IMAGINATION/ODYSSEY OF THE			Additional
MIND EARNS INVITATION TO			\$100 if
NATIONAL OR INTERNATIONAL			team
TOURNAMENT			attends &
			competes
OTHER ACADEMIC COMPETITIONS-			\$ 250.00
WINNER OF MAIN COMPETITION			
Needham Elementary:			
BUILDING WEBMASTER	1	0.0160	\$ 761.76
CLUB SPONSORS	4	0.0100	\$ 476.10
DESTINATION	2	0.0280	\$ 1,333.08
IMAGINATION/ODYSSEY OF THE	-	0.0200	Ψ 1,555.00
MIND			
FIT	1	0.0175	\$ 833.18
MATH BOWL	1	0.0150	\$ 714.15
PLC LEADER	5	0.0500	\$ 2,380.50
SCIENCE BOWL	1	0.0150	\$ 714.15
SPELL BOWL	1	0.0150	\$ 714.15
ELEMENTARY BASKETBALL	1	0.0175	\$ 833.18
BUILDING REP	1	0.0175	Ψ 033.10
ACADEMIC TEAM WINS STATE			\$ 250.00
ACADEMIC TEAM EARNS TOP 10			\$ 150.00
RECOGNITION			150.00
DESTINATION			\$ 150.00
IMAGINATION/ODYSSEY OF THE			Additional
MIND EARNS INVITATION TO			\$100 if
NATIONAL OR INTERNATIONAL			team
TOURNAMENT			attends &
1 O O I II II II I I I I I I I I I I I I			competes

OTHER ACADEMIC COMPETITIONS-			\$ 250.00
WINNER OF MAIN COMPETITION			
Northwood Elementary:			
BUILDING WEBMASTER	1	0.0160	\$ 761.76
CLUB SPONSORS	4	0.0100	\$ 476.10
DESTINATION	2	0.0280	\$ 1,333.08
IMAGINATION/ODYSSEY OF THE			
MIND			
FIT	1	0.0175	\$ 833.18
MATH BOWL	1	0.0150	\$ 714.15
PLC LEADER	5	0.0500	\$ 2,380.50
SCIENCE BOWL	1	0.0150	\$ 714.15
SPELL BOWL	1	0.0150	\$ 714.15
ELEMENTARY BASKETBALL	1	0.0175	\$ 833.18
BUILDING REP	1	0.0173	Ψ 033.10
THERAPY DOG HANDLER	1	0.06522	\$ 3,105.12
ACADEMIC TEAM WINS STATE	1	0.00322	\$ 250.00
ACADEMIC TEAM WING STATE  ACADEMIC TEAM EARNS TOP 10		-	\$ 150.00
RECOGNITION			Ψ 150.00
DESTINATION		-	\$ 150.00
IMAGINATION/ODYSSEY OF THE			Additional
MIND EARNS INVITATION TO			\$100 if
NATIONAL OR INTERNATIONAL			team
TOURNAMENT			attends &
TOURIVIENT			competes
OTHER ACADEMIC COMPETITIONS-			\$ 250.00
WINNER OF MAIN COMPETITION			,
WHITER OF THE COMPETITION			
Union Elementary:			
BUILDING WEBMASTER	1	0.0160	\$ 761.76
CLUB SPONSORS	4	0.0100	\$ 476.10
DESTINATION	2	0.0280	\$ 1,333.08
IMAGINATION/ODYSSEY OF THE		0.0200	Ψ 1,222.00
MIND			
FIT	1	0.0175	\$ 833.18
MATH BOWL	1	0.0150	\$ 714.15
PLC LEADER	2	0.0500	\$ 2,380.50
SCIENCE BOWL	1	0.0150	\$ 714.15
SPELL BOWL	1	0.0150	\$ 714.15
ELEMENTARY BASKETBALL	1	0.0130	\$ 833.18
BUILDING REP	1	0.01/3	ψ 0.55.16
ACADEMIC TEAM WINS STATE			\$ 250.00
			\$ 250.00
ACADEMIC TEAM EARNS TOP 10			φ 130.00
RECOGNITION  DESTINATION			\$ 150.00
DESTINATION  IMAGRIATION/ODVSSEY OF THE			Additional
IMAGINATION/ODYSSEY OF THE			\$100 if
MIND EARNS INVITATION TO			
NATIONAL OR INTERNATIONAL			team attends &
TOURNAMENT			auenus &

			competes
OTHER ACADEMIC COMPETITIONS-			\$ 250.00
WINNER OF MAIN COMPETITION			
Webb Elementary:			
BUILDING WEBMASTER	1	0.0160	\$ 761.76
CLUB SPONSORS	4	0.0100	\$ 476.10
DESTINATION	2	0.0280	\$ 1,333.08
IMAGINATION/ODYSSEY OF THE			
MIND			
PIT	1	0.0175	\$ 833.18
MATH BOWL	1	0.0150	\$ 714.15
PLC LEADER	5	0.0500	\$ 2,380.50
SPELL BOWL	1	0.0150	\$ 714.15
SCIENCE BOWL	1	0.0150	\$ 714.15
THERAPY DOG HANDLER	1	0.06522	\$ 3,105.12
ELEMENTARY BASKETBALL	1	0.0175	\$ 833.18
BUILDING REP			
ACADEMIC TEAM WINS STATE			\$ 250.00
ACADEMIC TEAM EARNS TOP 10			\$ 150.00
RECOGNITION			
DESTINATION			\$ 150.00
IMAGINATION/ODYSSEY OF THE			Additional
MIND EARNS INVITATION TO			\$100 if
NATIONAL OR INTERNATIONAL			team
TOURNAMENT			attends &
			competes
OTHER ACADEMIC COMPETITIONS-			\$ 250.00
WINNER OF MAIN COMPETITION			

(#) indicates the number of positions for budgeting purposes only—the number of ECA positions was not bargained between the FCS and FCTA

#### Cancellation/Partial Payments of Extracurricular Assignments (ECA)

During school closures for reasons of pandemic or other, the district reserves the right to cancel or to not assign ECA contracts. If ECAs are not assigned or are only partially completed, the following payment structure applies:

0% payment for ECAs not assigned or if no work could be completed 50% payment for 1-50% completion of ECA assignment 100% payment for 51%-100% completion of ECA assignment

Head Sports Coaches, the Band Director, the Concert Choir Director, and the Show Choir Director will be paid 100% of their Head Coach, Band Director, Choir Director, and Show Choir Director ECAs regardless of closure due to the nature of their positions.

#### A. Leaves

Teachers who find it necessary to leave the school during the day for less than half-day may do so with the approval of the building principal.

#### Paid Time Off (PTO)

Section 1. For the school year 2023-2024, each teacher shall receive a total of eleven (11) paid time off (PTO) days per year. There will be no distinction between sick and personal days. New teachers will receive twelve (12) PTO days with a one (1) day optional donation to the sick bank. The donation of one day to the sick bank shall be automatic unless noted otherwise, in writing, by the teacher through Human Resources between the dates of August 1 and August 15.

- 1. Teachers are allowed to use up to ten (10) days of sick time banked or paid time off for family illnesses.
- 2. PTO may be granted on the opening or closing day of the school semesters, the day immediately before or after school vacations and holidays, or immediately before or after e-learning days upon approval of the superintendent.
- 3. Teachers are required to request approval for three (3) or more PTO days at least two weeks prior to the first day of absence.
- 4. Teachers must use PTO days prior to using any sick days, even for illnesses.
- 5. If a teacher is absent for more than three (3) consecutive days for illness, he/she must submit a doctor's note to return to work.

On June 30<sup>th</sup> of each year, all remaining PTO days will roll over to sick days where a total of 90 days can be banked.

Section 2. In the event a teacher is hired to teach in the Franklin Community School Corporation, any unused sick leave accumulated in any other school corporation shall be added for the second and each succeeding year of employment at the rate of three (3) days per school year until the number of accumulated days to which said teacher was entitled in the last place of employment shall be exhausted.

Section 3. Teachers unable to work because of a disability caused by an injury while carrying out the functions of a teacher in the Franklin Community School Corporation will be compensated at the teacher's daily rate for the first week of such disability. Said days off for the first week shall not be charged against paid time off. Following the first week of a teacher's absence due to a school related injury, the teacher may elect to use their paid time off to make up any loss of income to which they would have normally been entitled. This is considered to be the difference between Worker's Compensation payments and the teacher's contractual per diem pay.

#### **Parental Leave**

Leave taken that is related to or is caused by the employee's pregnancy shall be governed by the following:

Section 1. Any employee who is pregnant is entitled to a leave of absence of up to one year, with such leave to be taken at any time between the commencement of her pregnancy and the first anniversary of the birth of the child. Maternity leave may be taken without jeopardy to re-employment, retirement and salary benefits. The Family and Medical Leave Act (FMLA) provides eligible employees with up to twelve (12) weeks of unpaid, job-protected leave per year. We classify these 12 weeks as "working" weeks for Certified Staff members and other staff who work less than 260 days per year.

Section 2. The period of physical incapacitation, as designated by the employee's attending physician, may be charged to her available sick leave provided that acceptable certification of the extended period of physical incapacitation is submitted from an attending physician. Any leave days after the period of physical incapacitation may be charged to available PTO leave days. The teacher is entitled to complete the remaining leave without pay.

Section 3. Maternity leave days will only be counted during the 184 days of the collective bargaining agreement. Non-working days including spring break, fall break, Christmas Break, etc. but excluding summer break will not be counted towards the total amount of weeks as deemed necessary by the physician if it has been denoted in a number of weeks as opposed to a specific period of time designated by dates.

Section 4. A teacher may use 30 sick days for a natural birth delivery. The 30 sick days are to be used concurrently with the teacher's 184-day contract. A c-section delivery will allow the teacher to use 40 sick leave days. Additional sick days may be used if they are prescribed by a doctor.

Section 5. The leave of absence shall be deemed to be a leave taken under the provisions of the Family and Medical Leave Act (FMLA) and shall be subject to the provisions of that act for up to a maximum of twelve (12) calendar weeks. Beginning with the first day of the thirteenth week of the leave of absence, the FMLA is no longer applicable. Responsibility for the payment of insurance premiums shall be allocated between the employee and school corporation for the initial twelve (12) weeks of the leave of absence. The employee shall have sole responsibility for the payment of insurance premiums for that portion of the leave of absence for which FMLA is not applicable.

Section 6. Teachers who are in the process of adopting a child, as verified with documentation, may request an adoptive leave of up to five (5) days during the receiving of the child. These five (5) days will be subtracted from the accumulated sick leave of the teacher making the request. Teachers may request an additional adoptive leave, without pay and without the use of sick days, for a period of one (1) year.

#### Spouse/Partner/Adoptive Leave

Section 1. Spouse/partner or adoptive leave shall be granted upon request for the first year following the birth or placement of an employee's child. Up to five (5) days of absence during the pregnancy period and/or up to the child's first birthday shall be subtracted from the accumulated sick leave of the teacher. Additional leave days may be granted but shall be unpaid unless the employee chooses to use any paid time off available for that school year. The teacher is entitled to complete the remaining leave without pay.

Section 2. If the necessity for leave is foreseeable based on an expected birth or placement, the employee shall provide the Superintendent with not less than thirty (30) days' notice before the date the leave is to begin. If the date of birth or placement requires leave to begin in less than thirty (30) days, the employee shall provide such notice as is practical.

Section 3. The leave of absence shall be deemed to be a leave taken under the provisions of the Family and Medical Leave Act (FMLA) and shall be subject to the provisions of that act for up to a maximum of twelve (12) calendar weeks. Beginning with the first day of the thirteenth week of the leave of absence, the FMLA is no longer applicable. Responsibility for the payment of insurance premiums shall be allocated between the employee and School Corporation for the initial twelve (12) weeks of the leave of absence. The employee shall have sole responsibility for the payment of insurance premiums for that portion of the leave of absence for which FMLA is not applicable.

#### **Extended Medical Leave**

Franklin Community Schools recognizes the potential need for staff members to be on a leave of absence for longer than the time allowed under the Family Medical Leave Act (FMLA) for medical purposes. These absences must be approved by the Franklin Community Schools Board of Trustees and be certified by an attending physician through the utilization of FMLA paperwork. Any staff member who requests a leave of absence greater than 12 weeks, as certified by their physician for a serious health condition, will be responsible for paying the entire portion of their healthcare and other insurance premiums once they are on unpaid status. The full cost of insurance premiums (including the corporation portion) will be paid by the employee only once they have exhausted all available sick/PTO benefit time.

#### Jury Leave

Any teacher who is called for jury duty or subpoenaed for a matter related to school business shall, during the period of his or her absence on account of such duty, be paid his or her full salary less the total amount per diem allowance earned by such teacher for such duty.

#### Professional Leave

A teacher may apply, or be asked to attend, in professional leave opportunities during the school year. The total number of days missed by a teacher will not exceed four (4) days, unless approved by the superintendent or designee. In addition, the FCTA president will be notified of the professional leave extension.

#### Representation Leave

Four (4) days of representation leave may be approved by the superintendent for the Association President, or that person's designee on the professional staff, to attend the "long" sessions of the Indiana General Assembly. Two (2) days of professional leave may be granted by the superintendent for attendance at the "short" sessions of the General Assembly.

#### **Bereavement Leave**

Teachers may request to be absent a maximum of five (5) school days for the death in the immediate family. The immediate family is interpreted to mean father, stepfather, mother, stepmother, brother, step-brother, sister, step-sister, husband, wife, child, miscarriage, stepchild, father-in-law, stepfather-in-law, mother-in-law, stepmother-in-law, son-in-law, step-son-in-law, daughter-in-law, step-daughter-in-law, and any relative who at the time of death was living as a member of the household of the teacher. Legal guardians and wards shall be counted as parents and children for bereavement leave purposes. Three (3) days of bereavement leave may be granted for grandparents, sisters -and brothers-in-law, grandparents-in-law and grandchildren. Three (3) days of bereavement leave may also be granted for aunts, uncles, nieces and nephews. One (1) additional day may be granted by the superintendent or designee in extenuating circumstances surrounding the need for additional bereavement leave days. The teacher affected by the death may request the additional day of bereavement leave, over and above the maximum of five (5), through a written request to the superintendent. Should a teacher not use a total of five (5) days at the time of bereavement, two (2) days remaining of the five (5) bereavement leave days shall be available during the school year for the teacher to settle estate matters. One (1) day per school year shall be granted for funerals of close friends.

#### Sick Leave Bank

Section 1. A sick leave bank will be established for all teachers. The bank will be administered by the superintendent or designee, who will establish the necessary procedures. The FCTA President or designee and the FCS representative review and approve any requests. Unused sick leave days will remain in the bank and carry over from year to year. Should the bank become depleted then teachers would be required to contribute at least one more day.

Section 2. If a teacher has been quarantined more than once in a school year while carrying out the functions of a teacher, they may opt to request sick days from the sick bank to cover all or a portion of those required quarantine days. This does not include quarantines resulting from family members or outside of their employment activities. If a teacher is approved to work remotely rather than claiming sick or PTO days, eligibility for sick bank days will be denied.

#### B. Insurance and Benefits

<u>Section 1.</u> Insurance contributions shall be as follows: The Corporation will pay for premium increases as follows:

- 100% of the premium increase for PPO plans
- 100% of the increase for HSA \$2,000 & \$3,000 plan

The following chart illustrates the 2023-24 Health Care premiums:

## Franklin Community School Corporation Group Health Plan Premiums

EFFECTIVE November 1, 2023

**CERTIFIED RATES** 

						Payroll Deductions:	24	
							-	PPO - \$5.000
EMPLOYEE ONLY COVERAGE	PPO-	\$1,500		H5A - \$2,000		HSA - \$3,000		PPO - \$5,000
Total Annual Premium	\$	10,056.00	\$	9,228.00	\$	8,292,00	\$	7,824.00
Board Contributions - Annual	\$	6,792.00	\$	7,236.00	\$	7,404.00	\$	6,030,00
Monthly Benefit	\$	566.00	S	603.00	\$	617.00	\$	502.50
Employee Annual Premium	\$	3,264.00	S	1,992.00	\$	888.00	\$	1,794.00
Monthly Deduction	s	272.00	\$	166.00	\$	74.00	\$	149.56
Per Pay Deductions	\$	136.00	\$	83.00	\$	37.00	\$	74.78
EMPLOYEE + CHILD(REN)	PPO-	\$1,500	157	HSA - \$2,000		HSA - \$3,000	Te	PPO - \$5,000
Total Annual Premium	\$	18,696.00	\$	17,196.00	5	15,444.00	\$	14,640.00
Board Contributions - Annual	\$	13,872.00	\$	14,748.00	\$	14,448.00	\$	10,224.00
Monthly Benefit	s	1,156.00	s	1,229.00	S	1,204.00	\$	852.00
Employee Annual Premium	\$	4.824.00	\$	2.448.00	\$	996.00	\$	4,416.00
Monthly Deduction	\$	402.00	\$	204.00	\$	83.00	\$	368.00
Per Pay Deductions	\$	201.00	\$	102.00	ş	41,50	\$	184.00
EMPLOYEE + SPOUSE	PPO-	\$1,500		HSA - \$2,000		HSA - \$3,000		PPO - \$5,000
Total Annual Premium	s	22,596.00	\$	20,760.00	\$	18,624.00	\$	17,568.00
Board Contributions - Annual	\$	16,080.00	\$	17,124.00	\$	17,244.00	\$	11,940.00
Monthly Benefit	\$	1,340.00	\$	1,427.00	\$	1,437,00	\$	995,00
Employee Annual Premium	\$	6,516.00	5	3,636.00	\$	1,380.00	\$	5,628.00
Monthly Deduction	\$	543.00	\$	303.00	\$	115,00	\$	469.00
Per Pay Deductions	\$	271.50	s	151,50	\$	57.50	\$	234.50
FAMILY COVERAGE	PPO-	\$1,500		HSA - \$2,000		HSA - \$3,000		PPO - \$5,000
Total Annual Premium	\$	29.352,00	s	26,964,00	5	24 216.00	\$	22,836.00
Board Contributions - Annual	s	19,440.00	- 5	20.772.00	s	21,264.00	5	14,592.00
Monthly Benefit	\$		s	1,731.00	\$	1,772.00	\$	1,216.00
Employee Annual Premium	\$	9,912.00	\$	6,192.00	\$	2,952.00	\$	8,244.00
Monthly Deduction	s	826.00	\$	516.00	\$	246.00	\$	687.00
Per Pay Deductions	S	413.00	s	258.00	S	123.00	s	343.50

	Dental Insurance											
Payroll Deductions: 24												
	EMPLOYEE ONL		EMPLOY	OYEE + SPOUSE EMPLYEE + CHILD(RN		E + CHILD(RN)		FAMILY				
Total Annual Premium	\$	384,00	s	780.00	\$	840.00	\$	1,248.00				
Board Contributions - Annual	\$	360.00	\$	468.00	\$	468,00	\$	480.00				
Monthly Benefit	\$	30.00	\$	39.00	\$	39.00	\$	40.00				
Employee Annual Premium	\$	24.00	\$	312.00	\$	372.00	\$	768.00				
Monthly Deduction	\$	2.00	\$	26,00	\$	31.00	\$	64.00				
Per Pay Deductions	\$	1.00	\$	13.00	\$	15.50	\$	32.00				

	Visio	n Insuran	ce		
	24				
EMPLOYEE ONLY COVERAGE			FAMILY COVERAGE		السيشي
Total Annual Premium	\$ 94.44		Total Annual Premium	\$	243.84
Board Contributions - Annual	\$ 93.44		Board Contributions-Annual	\$	94.56
Monthly Benefit	\$ 7.79	23	Monthly Benefit	\$	7.88
Employee Annual Premium	\$ 1.00		Employee Annual Premium	\$	149.28
Monthly Deduction			Monthly Deduction	\$	12.44
Per Pay Deductions			Per Pay Deductions	\$	6.22

Section 2. Teachers on leave for a period not to exceed one year may maintain the group hospitalization and medical insurance program by paying the full monthly premium. All monthly premium payments are due in the business office by the 15th of each month. Failure to make said payments shall result in cancellation of coverage. The above options are subject to approval by the insurance carrier.

Section 3. Cash refunds or credit by insurance companies on premiums paid partly by teachers shall be returned to the teachers, up to but not exceeding the annual premium paid by the teacher when such refund of credit is received. This section does not apply to refunds received from the South-Central Indiana School Trust wellness payback program.

Section 4: As an incentive to move more teachers from a PPO to an HSA health care plan, the school corporation is offering a one-time HSA contribution of \$500 for those teachers who elect to make that change effective November 1, 2023. This \$500 will also be distributed to those teachers already enrolled in an HSA. This contribution will be distributed to established Health Savings accounts in January 2024 for those certified employees who qualify for this incentive. The January 2024 date was selected to ensure compliance with IRS tax regulations that prohibit individuals from contributing to both a FSA and HSA in the same tax year.

#### **Dental Insurance**

Teachers shall be covered by a dental insurance policy. During the duration of this contract, the Board will pay \$468.00 of the employee/spouse or employee children plans, \$480 of the policy cost on the family plan, and the full cost of the policy on the single plan except for the teacher paying at least \$1.00 per pay.

#### Vision Insurance

Teachers shall be covered by a vision insurance policy effective April 1, 2009 as proposed by the Association. The Board will pay all but \$1.00 toward the cost of a single plan. Those teachers desiring the family vision policy will pay the difference between the cost of the single and family plan.

#### Life Insurance

Each teacher shall be provided a fifty thousand-dollar (\$50,000) term life insurance policy and a fifty thousand-dollar (\$50,000) policy covering accidental death and dismemberment. Protection will be confined to that provided in the carrier's policy. The amounts of coverage in these types of insurance will be reduced to the amount stipulated by the insurance carrier when a teacher reaches the age of 65. Each teacher must pay at least \$1.00 of the policy cost.

#### Long Term Disability

Full time teachers shall be covered by a long-term disability insurance policy. The Board will pay the policy cost. Each teacher must pay at least \$1.00 of the policy cost.

#### Section 125

Effective January 1, 1990, the benefits provided to teachers by Section 125 of the Revenue Act of 1978 shall be made available to any teacher so requesting. An amount not to exceed fifty percent (50%) of salary may be set aside by the teacher for the selection of benefits, under said Section 125, which are non-taxable benefits of major medical, dental, long term disability, short term disability, Section 79 life, unreimbursed medical, and dependent care. The carrier for the plan shall be mutually agreed upon by the Board and the Association. Any administrative costs incurred by the plan shall be paid by the Board. The Board shall be held harmless by the carrier for the plan from any liability to teachers who enroll in the plan arising out of the carrier's performance of its obligations and responsibilities under the plan.

#### **Continuation of Benefits**

Teachers on approved leaves may elect to continue insurance coverage, by payment of full monthly premiums, for a period up to eighteen (18) months.

#### C. Supplemental Retirement Benefits

#### **Notice of Retirement**

A teacher desiring to retire at the close of any given school year should attempt to notify the superintendent by March 1<sup>st</sup> of that retirement year.

#### **Continuation of Benefits**

A teacher upon retirement with the Franklin Community School Corporation may continue to participate in the group health, dental, and life insurance programs by paying the full monthly premiums and meeting the qualifications established by Indiana State Teachers' Retirement Fund for normal or early retirement.

#### 401 (a)

The Board will contribute the following to a supplemental retirement plan qualified under Section 401(a) of the Internal Revenue Code for every teacher:

- A. 1% of the teacher's base contract salary paid, plus
- B. an amount matching the amount the teacher contributes to a 403(b) annuity, but limited to 1.25% of the teacher's base contract salary paid.

All of these contributions will be immediately vested.

Teachers may elect to have a portion of their gross pay sent directly to the 403 (b) plan. Changes in the amount of payroll deduction may be done in October or April of each year by submitting a salary reduction agreement. Changes in investment option may be done at any time by contacting the corporation 403 (b) plan administrator. All funds designated by a teacher for investment into 403 (b) plans shall be electronically sent to the named receiving institution within three (3) business days from the payroll date.

#### VEBA (Funded Health Retirement Account)

- A. The Board shall set up a VEBA (voluntary employees beneficiary association) account for each contracted teacher as of July 1, 2006. At the end of each completed school year, ½ of one percent (.5%) of the base teacher contract amount shall be contributed into each teacher's individual VEBA account. A teacher's VEBA account shall be vested upon completion of 5 years of experience with FCSC or fulfillment of the requirements for normal (unreduced) retirement under Indiana State Teachers Retirement Fund ("TRF") (age 65 with at least 10 years of TRF service; age 60 with at least 15 years of TRF service; or age 55 if age plus TRF service total at least 85). A teacher shall be 100% vested in his or her VEBA account upon his or her death.
- B. Each teacher shall carry no more than ninety (90) days in their sick leave accounts. For each year, starting with the 2005-2006 school year, accumulated leave days over 90 shall be bought out. This calculation shall be done at the end of each school year. These days shall be bought out at one-half (1/2) the overage of days times the current daily substitute retired teacher pay rate as of the end of each school year. That amount shall be deposited at the end of each school year into a teacher's VEBA account. A teacher's VEBA account shall be vested upon completion of 5 years of experience with FCSC or fulfillment of requirements for normal (unreduced) retirement under TRF (age 65 with at least 10 years of TRF service; age 60 with at least 15 years of TRF service; or age 55 if age plus TRF service total at least 85). A teacher shall be 100% vested in his or her VEBA account upon his or her death.
- C. The Board shall place into each retirees VEBA (must be vested) account a one-time sum of \$5,000.00 as compensation for 90 days of unused sick days. If a retirement buyout is offered, then section C of the VEBA article will not apply.

#### D. Other Wage & Salary Related Fringe Benefits

#### **Payroll Periods**

The pay of teachers will be made in 26 equal payments scheduled throughout the year. Teachers may ask to have the balance of their salary paid in a lump sum in June provided school funds are available.

#### **Travel Reimbursement**

Teachers that are assigned to work in more than one building during the school day will be reimbursed mileage between buildings in accordance with the federally approved mileage rate. This reimbursement will not include any reimbursement for miles that would be considered the employee's commuting miles.

#### **PreK Benefits**

Teachers will be eligible for a \$5,000 credit for enrollment of their child in the district's preschool program, otherwise known as Cub Academy. This child must qualify as a dependent for tax purposes to be eligible for this benefit.

#### **Continuation of Benefits**

#### Section 1. Medical and Dental Insurance

Medical and Dental insurance plans may be continued in accordance with the Federal Consolidated Omnibus Budget Reconciliation Act of 1985 or COBRA which generally allows for continuation of insurance coverage for eighteen (18) months beyond the date of insurance termination. The teacher will be responsible for full payment of group rates for continuation of coverage for themselves and eligible dependents. A teacher will have sixty (60) days from date of benefits termination to elect coverage.

#### Section 2. Life Insurance

This insurance may be converted to an individual life insurance policy if a teacher is no longer actively at work. A written notice of conversion rights will be provided upon termination. An application must be made to convert this benefit with the first premium for an individual policy being paid within thirty-one (31) days after termination. Accidental Death and Dismemberment or the Accelerated Life Benefit will not be included with a conversion policy.

#### Section 3. Retirement Programs

#### A. Indiana Teacher Retirement Fund

Contributions are discontinued at the time of termination. Contributions may be left on account or withdrawn after separation, based upon the individual vesting status of the teacher.

#### B. 401 A

Teachers who are terminated have the option of 'cashing out' their investment, transferring funds or leaving funds in place.

#### C. 403B

Teachers contributing to this program must contact their respective carrier for information concerning current federal guidelines and/or refer to current FCSC plan documents.

#### D. VEBA

A teacher's VEBA account shall remain in place during the length of time that he/she remains on the recall list.

#### Separability

Should any provision of this Contract at any time during its life be found in conflict with Federal or State law or legally promulgated rules, then such provision shall continue in effect only to the fullest extent permissible under the applicable law, with the further understanding that if at any time thereafter such provision is no longer in conflict with the law, then such provision of the Contract as originally embodied therein shall be restored in full force and effect as if it had never been in controversy or violation. It is further understood and agreed that the provisions of the Contract are deemed to be separable to the extent that if and when a court or government agency of competent jurisdiction adjudges any provision of this Contract to be in conflict with any law, rule or regulations issued thereunder, such decision shall not affect the validity of the remaining provisions of this Contract, but such remaining provisions shall continue in full force and effect.

#### ARTICLE IV

#### **Grievance Procedure**

The parties agree that grievances which arise out of the application or interpretation of this Agreement shall be resolved in accordance with the grievance procedure.

#### Section 1. Definition.

A grievance is an alleged violation or claimed misinterpretation of a specific article or section of this agreement.

#### Section 2. Procedure.

#### Step One

Within fourteen (14) working days of the time that the teacher knew, or reasonably should have known, of the grievance, the teacher shall present the grievance to the building principal (Department Chairman) during non-teaching hours. Within three (3) working days after presentation of grievance, the building principal (Department Chairman) shall orally answer the teacher.

#### Step Two

- A. Within three (3) working days of the oral answer, if the grievance is not resolved, it shall be stated in writing, signed by the teacher and submitted to the building principal on the form provided by the administration.
- B. The grievance shall (1) name the employee involved, (2) state the facts giving rise to the grievance, (3) identify the specific provisions of this agreement alleged to be violated, (4) state the contention of the teacher with respect to the grievance and, (5) indicate the specific relief requested.
- C. Within five (5) working days after receiving the written grievance, the principal shall communicate his/her answer in writing to the teacher.

#### Step Three

- A. If the grievance is not resolved in Step Two, the teacher may, within five (5) working days of the receipt of principal's answer, appeal to the superintendent by filing the grievance and the principal's answer, along with any written response to the teacher to the answer of the principal, with the superintendent's office, which shall receipt therefor.
- B. The superintendent or designee shall give the teacher an answer in writing no later than ten (10) working days after receipt of any written grievance properly filed with the superintendent's office.

#### Step Four

- A. Within ten (10) working days after receiving the decision of the superintendent, an appeal from the decision may be made to the Board. The Board shall hold a hearing on the grievance at a regular or special meeting and render its decision in writing to the teacher.
- B. The Board may not consider any evidence that was not presented in Step Three.

#### ARTICLE V

#### **Duration of Agreement**

This entire agreement, except where noted otherwise, becomes effective on the first teacher work day of 2023 (July 31, 2023) and will remain in effect to June 30, 2024. This contract supersedes and cancels all previous agreements whether verbal or written between the school corporation and the association. Whenever any notice is required to be given either of the parties of this Agreement either shall do so by certified mail at the following address:

The post office address of the Employer is:

Board of School Trustees Franklin Community School Corporation 998 Grizzly Cub Drive Franklin, Indiana 46131

The Post office address of the Association is:

Franklin Community Teachers' Association Mr. Will Norton 644 Bay Court South Franklin, IN 46131

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

A Public Meeting was held in compliance with IC 20-29-6-19 on October 25, 2023 to discuss the tentative agreement and electronic participation from the governing body and the public was permitted.

A School Board Meeting was held on November 1, 2023, where the final agreement was ratified and electronic participation from the governing body and the public was permitted.

IN WITNESS WHEREOF, both parties have attested to the Public Hearing and Public Meeting referenced above, and have ratified this Agreement on the 1st day of November 2023.

BOARD OF SCHOOL TRUSTEES
OF THE FRANKLIN COMMUNITY
SCHOOL CORPORATION

Becky Nelson, Board President

William Norton, FCTA President

Ashley Jennings, FCTA Chief Spokesperson