

2023-2024 SCHOOL YEAR

NEGOTIATED CONTRACT

FRANKLIN COUNTY COMMUNITY SCHOOL CORPORATION

AND THE

FRANKLIN COUNTY EDUCATION ASSOCIATION

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**ARTICLE I**

**A. Recognition**

The Franklin County Education Association (FCEA), hereinafter called the exclusive representative, is hereby recognized by the Franklin County Community School Corporation, hereinafter called the school employer, as the Exclusive Bargaining Agent for the Franklin County Education Association, pursuant to IC 20-29-2-9.

The Franklin County Community School Corporation's Bargaining Unit consists of all certificated teachers, excluding the Superintendent, Assistant Superintendent, Directors, Principals, Assistant Principals, High School Athletic Directors, Pupil Personnel Staff, and Substitute Teachers.

**ARTICLE II**

**A. Terms of Agreement**

The terms of this agreement shall begin on July 1, 2023 and shall continue in full force and effect until June 30, 2024.

**ARTICLE III**

**A. Severability**

Should any provision of this contract at any time during its life be found in conflict with federal or state laws or as such laws may be amended, then such provisions shall continue in effect only to the fullest extent permissible under the applicable law. It is further understood and agreed that the provisions of the contract are deemed to be separate 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 regulation issued thereafter, 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**

**Compensation**

**A. Definitions**

**1. Salary Range**

Before increases and without TRF, the salary range for all full time teachers returning for the 2023-2024 school year is between \$45,000 and \$82,290.

## 2. New Teachers

Teachers new to the FCCSC shall be placed on the Salary Grid at a level related to a current teacher employed by the FCCSC in which they “mirror” under the following two (2) principles:

- a. Years of service (according to INPRS); and
- b. Teacher’s degree and accumulation of graduate hours.

The Superintendent or designee has the discretion to place a new teacher who teaches in a hard to fill position a maximum of one (1) level higher than the “mirrored” FCCSC teacher.

## 3. Eligibility

A returning teacher who does not satisfy these eligibility criteria remains at his/her prior year salary.

- a. A teacher evaluated as needs improvement or ineffective shall not be eligible to receive any base increase.
- b. A returning teacher must have been under contract the prior school year to be eligible for a base salary increase.

## 4. Evaluation

If a teacher is rated as Ineffective or Needs Improvement, that teacher is not eligible for an increase to his/her base salary. That teacher will remain at his/her 2022-2023 base salary. The exception would be those that are eligible for a raise per IC 20-28-9-1.5(g).

## 5. Education

Education is defined as obtaining a degree or credit hours in a content area as defined by the Indiana Department of Education listed on the salary grid.

## B. Compensation Plan - Factors

Teachers who meet the eligibility criteria shall receive a raise under one of the two following options based on the factors defined above.

Option 1:

The teacher did not obtain a degree or credit hours in a content area:

The teacher will move down one row on the salary grid.

**Evaluation:** Increase across the salary grid – 5.883% and move down a row on the salary grid – 2%.

**Education:** 0%

**Option 2:**

The teacher did obtain a degree or credit hours in a content area:

The teacher will move over one column on the salary grid.

**Evaluation:** Increase across the salary grid – 5.883% and move down a row on the salary grid – 2%.

**Education:** .75%

The movement over on the grid is 2.75% - 2% for Evaluation and .75% for Education.

If a teacher's base salary increase will result in an amount that exceeds the maximum salary listed in the respective column for the teacher, the difference between the maximum salary on the salary grid and the increase the teacher is eligible for shall be paid as a stipend. The stipend shall be paid in two equal installments. One payment in December and the other payment in May.

**C. Redistribution Plan**

Any funds otherwise allocated for teachers who have received evaluation ratings of ineffective or improvement necessary will be equally distributed as a stipend among teachers who receive an evaluation of effective or highly effective for the same evaluation period no later than the end of the contract term.

**D. Salary Grid**

Row	B.S.	B.S. +18	M.S. OR B.S.+36	M.A. + 15 OR B.S. + 51	M.S. +30 OR B.S. +66
A	45,000	46,238	47,509	48,816	50,158
B	45,900	47,163	48,460	49,792	51,161
C	46,818	48,106	49,429	50,788	52,185
D	47,755	49,068	50,417	51,804	53,228
E	48,710	50,049	51,426	52,840	54,293
F	49,684	51,050	52,454	53,897	55,379
G	50,678	52,071	53,503	54,975	56,486

H	51,691	53,113	54,573	56,074	57,616
I	52,725	54,175	55,665	57,196	58,768
J	53,779	55,258	56,778	58,339	59,944
K	54,855	56,364	57,914	59,506	61,143
L	55,952	57,491	59,072	60,696	62,365
M	57,071	58,641	60,253	61,910	63,613
N	58,213	59,814	61,458	63,148	64,885
O	59,377	61,010	62,688	64,411	66,183
P	60,564	62,230	63,941	65,700	67,506
Q	61,776	63,475	65,220	67,014	68,857
R	63,011	64,744	66,525	68,354	70,234
S	64,271	66,039	67,855	69,721	71,638
T	65,557	67,359	69,212	71,115	73,071
U	66,868	68,707	70,596	72,538	74,533
V	68,205	70,081	72,008	73,989	76,023
W	69,570	71,483	73,448	75,468	77,544

X	70,961	72,912	74,917	76,978	79,095
Y	72,380	74,371	76,416	78,517	80,676
Z	73,828	75,858	77,944	80,088	82,290

**E. Extra-Curricular Activity (ECA) Pay Schedule**

The parties agree to the Extra-Curricular Activity Pay Schedule that is attached to this document as Appendix A. Both parties also agree that the ECA Pay Schedule shall remain in force for the term of the agreement.

Teachers hired to perform ECA duties shall receive a separate lump sum check at the end of the season or activity or two (2) equal payments in December and May, provided funds are available. Employees will be notified in advance should a delay occur.

**F. Pay Schedules and Dates**

Teachers shall receive their pay in twenty-six (26) installments. A deposit advice (pay stub) will be available electronically on Friday of the pay period.

**G. Tax-Sheltered Voluntary Deductions**

1. Retirement Accounts

Upon appropriate written authorization from the teacher, the employer shall deduct from the salary of any teacher and make appropriate remittance to approved tax-sheltered annuity vendors. Tax sheltered deductions shall be submitted prior to August 15, effective the first pay in September or prior to December 1, effective January 1. Payments to the vendor will be made on a monthly basis.

2. Section 125 Deductions

Other voluntary tax-sheltered deductions shall be made available to teachers. These voluntary deductions shall be effective the month following the group health insurance plan effective date. (Examples: Short Term Disability, Medical FLEX, Accident, Cancer, etc.)

**H. Background Checks**

With the exception of the expanded criminal history check required as part of the initial hiring process, the school corporation shall pay the cost, up to \$35, of any and all expanded criminal history checks and expanded child protection index checks that are required by the School Corporation or per IC 20-26-5-10.



**I. Extended Contract Days**

It is understood that the following positions may be contracted for a number of days beyond the board approved days for the 2023-2024 contract for Certified Staff Members. If any of these positions are contracted beyond the board approved days, the compensation for these days shall be based on a daily rate of the individual filling that position.

High School Guidance Counselor  
Middle School Guidance Counselor  
Elementary School Guidance Counselor  
Education Technology Coordinator

**J. Compensation for Teaching an Additional Class**

A teacher assigned to teach an additional class during a school year shall be compensated at his/her hourly rate for each extra class period. The hourly rate is calculated by taking the teacher's base salary divided by the number of days of the extra assignment, divided by 7.25 hours. An additional class is defined as a teacher with 7 class periods and no preparation period.

**ARTICLE V  
Retirement Benefits**

**A. Eligibility**

A teacher qualifies for retirement benefits if he/she meets the following criteria:

1. Reach age fifty-five (55) or older during the school year in which he/she plans to retire.
2. Has fifteen (15) years teaching experience with the Franklin County Community School Corporation.
3. Has applied for benefits from the Indiana Public Retirement System (INPRS).
4. An eligible employee, not yet vested, who loses his/her job due to a reduction in force, shall not forfeit retirement benefits if that teacher is recalled for the subsequent school year.

**B. Notification**

A teacher electing to retire at the conclusion of the current school year, shall notify the Superintendent of Schools, in writing, no later than January 1<sup>st</sup>. This policy may be liberalized upon approval of the Superintendent of Schools.

**C. Accumulated Leave**

A teacher who elects to retire and has met the retirement eligibility requirements shall

receive a lump sum payment of an amount equal to forty-five dollars (\$45.00) times the number of accumulated leave days (up to and including 180 leave days). This amount shall be submitted to a 403(b) account on the last day of the month following the last day of employment. If a teacher who has reached the age of 55 or older and has completed fifteen (15) full years of service with the FCCSC dies while employed, the assets from this retirement benefit shall flow to the beneficiary stipulated by the individual's 403(b) contract.

At the conclusion of the 2014-15 school year, teachers were no longer able to accumulate more than 180 leave days toward this retirement benefit. In June 2015, an individual 403 (b) account was established for any teacher who had accumulated in excess of 180 leave days prior to the last teacher day of the 2014-15 school year. A one (1) time deposit equal to the number of accumulated leave days in excess of 180 prior to the last teacher day of the 2014-15 school year multiplied by forty-five dollars (\$45.00) was made to the individual's 403(b) account. This is a retirement benefit and only accessible upon retirement from the FCCSC. Teachers are no longer be allowed to accumulate additional days toward this retirement benefit.

Monies in these individual 403(b) accounts from teachers who sever employment with the FCCSC prior to meeting the eligibility criteria for retirement benefits shall be held in a forfeiture account.

#### **D. Health/Vision Insurance**

A teacher who elects to retire, along with his/her spouse and any eligible dependents, shall be allowed to participate in Health and Vision insurances with the teacher paying the entire premiums. When the retiree, and/or spouse becomes age eligible for Medicare, his/her eligibility to participate in the group Health and Vision insurance plans shall terminate.

#### **E. Life Insurance**

A retiree may elect to continue his/her life insurance policy with the same employer contribution as actively employed teachers. The benefit amount shall equal 1.00 times the annual salary at the time of retirement, rounded to the next 1000. The employer's contribution shall cease when the retiree becomes age 65 or after seven (7) consecutive years, whichever comes first.

#### **F. Teachers Hired BEFORE June 30, 1999**

##### **1. Individual VEBA**

Ongoing Individual VEBA accounts are individual accounts managed by each individual teacher. Each eligible employee may determine how his/her account shall be invested among the investment options made available by the VEBA vendor. The vendor shall be mutually selected by the FCCSC and the FCEA.

Only teachers participating in the group Health plan are eligible for the Individual VEBA.

The Board shall contribute 1% of the teacher's base salary per year into the teacher's Individual VEBA account.

All teachers hired prior to June 30, 1999 are 100% vested in the Individual VEBA account.

Monies in Individual VEBA accounts from teachers who sever employment with the FCCSC prior to meeting the eligibility criteria for retirement benefits shall be held in a forfeiture account.

The spouse or eligible dependents of a teacher or retiree who dies, shall receive the Individual VEBA benefit for the purpose of paying Health insurance premiums for the spouse or eligible dependents if all eligibility criteria for retirement had been met at the time of death.

## **2. 403(b) Annuity Plan**

During the 1999-2000 contract year the Board established and agreed to maintain a 403(b) Annuity Plan for all teachers.

The maximum contribution that will be made to a 403(b) Annuity Plan by the Board shall be 2.5% of the teacher's annual base salary. The contribution made by the Board shall be an amount which reflects the appropriate percent of the teacher's salary as set forth on Paragraph 4 of the teacher's "Regular Teacher Contract".

All teachers hired prior to June 30, 1999 are 100% vested in the 403(b) Annuity Plan.

Teachers will be eligible for Board contributions beginning with the employee's first pay of the contract year.

If a retiree dies during the time he/she is participating in the 403(b) Annuity Plan, assets in this 403(b) account shall flow to the beneficiary as stipulated in the individual's 403(b) contract.

## **G. Teachers Hired AFTER June 30, 1999**

### **1. Individual VEBA**

The FCCSC shall establish a VEBA account for each individual employee hired after June 30, 1999. Once retired, an eligible employee may use VEBA funds to pay health insurance premiums, life insurance premiums, long-term care

premiums, and to be reimbursed for unreimbursed medical expenses of the employee, spouse, and dependents.

Ongoing Individual VEBA accounts are individual accounts managed by each individual teacher. Each eligible employee may determine how his/her account shall be invested among the investment options made available by the VEBA vendor. The vendor shall be mutually selected by the FCCSC and the FCEA.

Only teachers participating in the group Health plan are eligible for the Individual VEBA.

The Board shall contribute 1% of each individual teacher's base salary per year into the Individual VEBA account.

All teachers hired after June 30, 1999 are 100% vested in the Individual VEBA account after completing two (2) years with the FCCSC.

Monies in Individual VEBA accounts from teachers who sever employment with the FCCSC prior to meeting the eligibility criteria for retirement benefits shall be held in a forfeiture account.

The spouse or eligible dependents of a teacher or retiree who dies, shall receive the Individual VEBA benefit for the purpose of paying Health insurance premiums for the spouse or eligible dependents if all eligible criteria for retirement had been met at the time of death.

## **2. 403(b) Annuity Plan**

The Board agrees to maintain a 403(b) Annuity Plan for all teachers.

The maximum contribution that will be made to a 403(b) Annuity Plan by the Board shall be 2.0% of the teacher's annual base salary. The contribution made by the Board shall be an amount which reflects the appropriate percent of the teacher's salary as set forth on Paragraph 4 of the teacher's "Regular Teacher Contract".

All teachers hired after June 30, 1999 are vested in the 403(b) Annuity Plan after completing five (5) years with the FCCSC.

Teachers will be eligible for Board contributions beginning with the employee's first pay of the contract year.

If a retiree dies during the time he/she is participating in the 403(b) Annuity Plan, assets in this 403(b) account shall flow to the beneficiary as stipulated in the individual's 403(b) contract.

**ARTICLE VI**  
**Insurance Benefits**

**A. Health Insurance**

For the 2023-2024 school year the employee shall contribute the following toward annual health insurance premiums:

<u>HSA \$3,200</u>	<u>HSA \$5,000</u>
Employee: \$1,295.36	Employee: \$335.50
Employee Plus Spouse: \$3,440.80	Employee Plus Spouse: \$756.14
Employee Plus Children: \$3,232.90	Employee Plus Children: \$710.38
Family: \$3,947.46	Family: \$867.46

Employees electing to enroll in an HSA qualify for additional employer contributions to their HSA account upon meeting the following conditions:

- 1) Each employee who elects the HSA Option 1 or HSA Option 2 Single plan will receive a \$500.00 employer contribution into their HSA account at First Financial Bank.
- 2) Each employee who elects the HSA Option 1 or HSA Option 2 Family Plan will receive a \$1000.00 employer contribution into their HSA account at First Financial Bank.
- 3) These deposits shall be made to correspond with the second pay in January.

Any change in insurance coverage or carrier shall be mutually agreed upon by the employer and the Association.

The anniversary date for health insurance coverage shall be November 1 of each year.

A teacher on maternity leave or other employer approved leave may continue coverage in the group Health Insurance by paying the premiums, on a month to month or annual basis, to the school employer. The corporation will continue coverage at its expense until the last day of the month in which leave is granted.

Teachers working less than 30 hours per week, shall not be eligible for health insurance.

A Health Insurance Committee shall be created to assist in the oversight of the self-funded health insurance plan. The Committee will be comprised of: 2-3 members appointed by the Association; one classified staff member; Superintendent and/or his/her designee; and the FCCSC Payroll/Benefits Coordinator.

**B. Life Insurance**

After the first one dollar (\$1.00) employee contribution, the employer shall contribute all

but one dollar (\$1.00) towards the following amount of Term Life Insurance for each teacher.

2023-2024 \$70,000

### **C. Long Term Disability Insurance**

After the first one dollar (\$1.00) employee contribution, the employer shall contribute all but one dollar (\$1.00) towards the following Long Term Disability insurance for each teacher.

The LTD insurance shall provide a benefit of 66.67% of salary to a monthly benefit maximum of \$6,000 to age sixty-five (65). The Plan shall carry a Consumer Price Index-W yearly escalator for those on disability and shall not coordinate with teacher retirement disability. The Plan shall contain a five-year "Own Occupation" - definition of "total disability" meaning that during the five (5) years, the employee is unable to perform the substantial duties of his/her regular occupation. The five-year requirement begins from the date the waiting period is satisfied.

### **D. Vision Insurance**

After the first one dollar (\$1.00) employee contribution, the employer's contribution shall not exceed the following amounts toward vision insurance premiums:

Single: \$135 Family: \$275

The vision care benefit plan will include one (1) comprehensive vision examination every twelve (12) months, and a wide selection of quality frames every twelve (12) months.

## **ARTICLE VII**

### **Leave Provisions**

#### **A. Leave Provisions**

1. Each teacher shall be entitled to fifteen (15) days each school year to be absent from work without loss of compensation. Any teacher who is absent more than the yearly allotment not documented by medical evidence, shall not be paid for the day(s). Medical evidence may extend to the immediate family here defined as members of the immediate family by blood, marriage or adoption (spouse, child or parent).
  - a. A teacher may not accumulate more than 180 leave days.
  - b. In the event any teacher shall have accumulated one (1) or more leave days in another school corporation before being employed by this corporation, then they shall be added for the second and each succeeding year of such employment up to three (3) days of leave until the number of accumulated days to which said teacher was entitled in the last place of employment shall be exhausted.

- c. Teachers will be electronically notified when their pay advice is accessible. In cases of questions arising concerning the number of leave days, the official record book in the administrative office shall be consulted.
2. Teachers who find it necessary to leave the school during the day for less than one half-day for doctor and/or dentist may do so with the approval of the building principal. A maximum of two hours will be allowed per visit not to exceed one visit per semester. Additional visits will require use of the compensatory leave.
3. It is not the intent of compensatory leave to extend school vacation periods or holidays; therefore, compensatory leave may not be used on days before or after school vacation periods or holidays except with the approval of the Superintendent of Schools or his/her designee.
4. No leave granted shall change the rights of an established teacher except as, and if, they are changed by applicable law.
5. The Superintendent of Schools or his/her designee, at his/her discretion, may extend any leave previously granted to a teacher, provided the previous leave was an approved Family and Medical Leave (FMLA).
6. All requests for long-term leaves and extensions of such leaves will be made to the Superintendent of Schools, in writing, thirty (30) days prior to the leave. This timeline may be liberalized at the discretion of the Superintendent.
7. Upon return from any leave a teacher shall be assigned to a teaching position for which the teacher is certified.

## **B. Professional Leave**

The Board agrees that professional leave days with pay may be granted for the following purposes:

- a. Attending and/or participating in professional meetings relating to educational workshops, seminars, or conferences.
- b. Visitation to other school corporations or educational institutions for the purpose of observing instructional techniques or other instructional-oriented programs.
- c. Approved leave and pre-approved expenses shall be paid by the Board. Receipts shall be required for all reimbursable expenses.

## **C. Bereavement Leave**

Each teacher shall be entitled to be absent without loss of compensation for a period of not more than seven (7) contract days beyond the death of a member of the immediate family. Immediate family will be interpreted to mean husband, wife, children, grandchildren, mother, father, sister, brother, grandparents, mother-in-law, or father-in-law.

Time will be allowed to attend the funeral service of a close friend or neighbor. This time shall not exceed one (1) day per death. This may be liberalized upon approval of the Superintendent.

#### **D. Jury Duty Leave**

Each teacher shall be granted leave for grand or petit jury duty and shall be paid regular salary less the per diem allowance earned by said duty.

#### **E. Pregnancy/Childbirth Leave**

A pregnant teacher may elect to take a leave of the maximum length. Said leave of absence will be for a period which begins at the time such teacher furnishes the Superintendent of Schools a physician's statement which certifies the fact of her pregnancy and which may continue until one (1) year following the live birth of the child, but not longer.

Except in cases of medical emergency, the teacher shall notify the Superintendent of Schools of her intention to take a pregnancy/childbirth leave not less than ninety (90) calendar days in advance of the date on which she desires to begin her leave.

Insofar as no emergency exists in connection with pregnancy or childbirth leave, teachers who contemplate taking such a leave are encouraged to make a reasonable effort towards ensuring continuity of instruction for the students by scheduling the departure and return so as to coincide with the end or beginning, respectively, of a semester or grading period.

Any teacher taking leave of absence under this policy may use any days of compensatory leave which the teacher has accumulated, but shall be required, at the option of the Superintendent of Schools to present a doctor's certificate of disability to teach to justify such use of accumulated sick leave days. Such use of compensatory leave shall be limited to the teacher's personal disabilities directly related to pregnancy and/or to the birth of the child.

This leave may be taken without jeopardy to employment status, benefits, and retirement benefits, such as the teacher had accrued at the time leave commenced.

#### **F. Parental Leave**

When a child is born to the spouse of, or adopted by, a teacher and, in the case of adoption, the adopted child has not been residing in the teacher's residence, the teacher is entitled to use up to ten (10) of their leave days with pay that can go beyond the fifteen (15) leave days allotted to the teacher each school year. In the event a teacher does not have ten (10) days with pay remaining at the time of the request for parental leave, the teacher would be entitled to use ten (10) days without compensation. Upon the birth of the child or notice of approval for adoption, a teacher shall notify the Superintendent of Schools in writing of his/her intent to take Parental Leave, the date the Parental leave is to



commence and the expected date of return to employment.

A teacher shall receive Parental leave without pay for a period of not to exceed twelve (12) months unless the twelve (12) months period ends within a semester, in which case the adoptive leave period shall be extended until the end of the semester in which the twelve (12) months period ends.

A teacher may take less than twelve (12) months Parental leave so long as the time of return to employment coincides with the beginning of the next semester following the semester in which the leave commenced.

## **ARTICLE VIII**

### **Voluntary Sick Leave Bank**

Purpose: The purpose of the Voluntary Sick Leave Bank is to provide personal illness leave to contributors to the Bank after their accumulated compensatory leave has been exhausted, and more specifically, to provide such leave from the Bank in case of prolonged illnesses.

#### **A. Voluntary Sick Bank Committee**

The bank will be operated on a voluntary basis. A committee shall be formed to administer the Bank and to provide the information whereby the Business Office of the Franklin County Community School Corporation will keep the records. This committee shall be empowered to adopt rules and regulations and to make decisions required to administer the Sick Leave Bank, so long as these rules, regulations, and decisions do not modify the agreement contained herein. This Committee will be titled the "Voluntary Sick Bank Committee" (hereafter referred to as the SBC). The SBC shall be composed of the following five (5) persons:

1. Superintendent of the Franklin County Community School Corporation or his/her designee.
2. President of the Franklin County Education Association or his/her designee.
3. One Franklin County Community School Corporation administrator. This member is to be appointed by the Superintendent of Schools.
4. Two bargaining unit members. These members are to be appointed by the Association President. Effort shall be made with these appointments to provide bargaining unit representation from the elementary and secondary levels.
5. Should a vacancy occur on the SBC, a replacement for the vacant position shall be appointed by the authority making the original appointment.
6. One of the bargaining unit SBC representatives will be selected to act as chairperson of the SBC. The FCEA President will designate the chairperson prior to the first meeting of the SBC.
7. The SBC will be responsible for developing the forms needed to operate the bank.

#### **B. Effective Date**

The effective date of the Bank will be the first contract day of the current school year. Enrollment in the Bank by bargaining unit members will begin September 1 and end on September 30 of the current school year, or only during the first four (4) weeks following the first day of employment. Central administration shall notify teachers of the enrollment period specified in this paragraph.

The bank will become operational only after forty percent (40%) or more of the members of the bargaining unit have shown their willingness to participate in the Bank by contributing one (1) day to the Bank.

### **C. Membership**

The Bank shall be established for all bargaining unit members of the Franklin County Community School Corporation who indicate their desire to participate by contributing one (1) day to the Bank.

### **D. Guidelines**

Voluntary Sick Bank guidelines may be found in Board Policy. Changes to these guidelines shall be mutually agreed upon by both parties.

### **E. Forms**

The Sick Bank Leave Request Form is found in Appendix B.

## **ARTICLE IX**

### **Grievance Procedure**

#### **A. Definition**

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

#### **B. Procedure - Step One**

1. Within twenty (20) working days of the time that the grievant knew, or reasonably should have known, of the grievance, the grievant shall present the grievance to the building principal during non-teaching hours. Appendix C.
2. Within ten (10) working days after presentation of the grievance, the building principal shall orally answer the grievant.

#### **C. Procedure - Step Two**

1. Within five (5) working days of the oral answer, if the grievance is not resolved, it shall be stated in writing, signed by the grievant and submitted to the building

principal on the form provided by the school employer.

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 grievant with respect to the grievance; and
  - (5) indicate the specific relief requested.
2. Within five (5) working days after receiving the written grievance the principal shall communicate his/her answer, in writing, to the grievant.

#### **D. Procedure - Step Three**

1. If the grievance is not resolved in Step Two, the grievant may give a written appeal to the Superintendent along with any written response of the grievant to the principal's response within five (5) working days of receipt of principal's answer. The Superintendent shall acknowledge receipt.
2. The Superintendent, or his/her representative, shall give the grievant a written answer not later than (10) ten working days after receipt of the written appeal in Step Three.

#### **E. Procedure - Step Four**

1. 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 a written response to the grievant.
2. The Board may consider only those materials presented, in writing, in Step Three.

#### **F. Appeal – Step Five**

Within ninety (90) days after receipt of the Board's decision, the Association, upon written notice to the Board, may appeal the Board's decision to a court of competent jurisdiction. Failure by the Association to file an appeal with a court of competent jurisdiction within this ninety (90) day timeline constitutes a waiver of the right to appeal the grievance.

#### **G. Hearings**

Hearings shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Hearings shall be conducted during non-school hours unless there is mutual agreement for other arrangements.

#### **H. Time Limits**

1. Time limits herein may be extended only by mutual agreement signed by the parties.
2. If there is a failure at any step to communicate the decision on a grievance within the specified time limit, the grievant shall then have the right to appeal at the next step of the procedure.
3. Any grievance not advanced from one step to the next within the time limits, shall be deemed resolved by the answer at the previous step.
4. Any grievance which arose prior to the effective date of this agreement shall not be processed.
5. Any grievance not presented in Step One within twenty (20) working days of the time the grievant knew, or reasonably should have known of the grievance, or any grievance not submitted in writing in Step Two within six (6) working days of its submission in Step One, shall be deemed waived and shall not be processed.


**CONTRACT ATTEST**

The undersigned attest to the following:

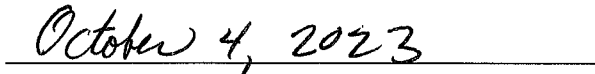
1. A public hearing was held in compliance with Indiana Code 20-29-6-1(b) on September 11, 2023, at 10:30 a.m. and electronic participation from the parties and/or public was permitted; and
2. A public meeting in compliance with Indiana Code 20-29-6-19 was held on September 27, 2023, to discuss the tentative agreement and electronic participation from the governing body and/or public was permitted.
3. The contract is made and entered into at Brookville, Indiana on October 4, 2023, for Franklin County Community School Corporation, by the Board of School Trustees and the Franklin County Education Association.

This contract is so attested to by the parties whose signatures appear below:

Franklin County Community School Corporation

  
Board President

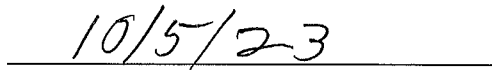
  
Superintendent

  
Date

Franklin County Education Association

  
President

  
Chief Negotiator

  
Date

APPENDIX A  
**Franklin County Community School Corporation**  
**Extra-Curricular Activity Pay Schedule**  
**2023-2024**

**Fall Sports**

<b>Sport</b>	<b>Position</b>	<b>Pay</b>	
FOOTBALL	Head Varsity	\$8,800	
	Varsity Assistant A	\$3500	
	Varsity Assistant B	\$3500	
	Varsity Assistant C	\$3500	
	Varsity Assistant D	\$3500	
	Head Freshman	\$3000	
	Freshman Assistant	\$2000	
	Head MS	\$2500	
	MS Assistant A	\$2000	
	MS Assistant B	\$2000	
	MS Assistant C	\$2000	
	SOCCER (Boys/Girls)	Head Varsity Boys	\$3520
		Head Varsity Girls	\$3,520
		Varsity Assistant Boys	\$1000
Varsity Assistant Girls		\$1000	
MS Club Boys		\$500	
MS Club Girls		\$500	
TENNIS (Boys)	Head Varsity	\$2695	
	JV/Assistant	\$1000	
VOLLEYBALL (Girls)	Head Varsity	\$4,070	
	Varsity Assistant	\$2000	
	JV/Assistant	\$2000	
	Head Freshman	\$1750	
	8 <sup>th</sup> Grade Coach	\$1,925	
	7 <sup>th</sup> Grade Coach	\$1,925	
CROSS COUNTRY (Coed)	Head Varsity (Coed)	\$2,695	
	MS Coach (Coed)	\$1000	
GOLF (Girls)	Head Varsity	\$2,695	

**Winter Sports**

<b>Sport</b>	<b>Position</b>	<b>Pay</b>
BASKETBALL (Boys/Girls)	Head Varsity Boys	\$8,800
	Head Varsity Girls	\$8,800
	Varsity Assistant Boys	\$3500
	Varsity Assistant Girls	\$3500
	JV/Assistant Boys	\$3500
	JV/Assistant Girls	\$3500
	Head Freshman Boys	\$3000
	Head Freshman Girls	\$3000
	8 <sup>th</sup> Grade Boys Basketball	\$2,750
	8 <sup>th</sup> Grade Girls Basketball	\$2,750
	7 <sup>th</sup> Grade Boys Basketball	\$2,750
	7 <sup>th</sup> Grade Girls Basketball	\$2,750
	6 <sup>th</sup> Grade Boys BES	\$850

	6 <sup>th</sup> Grade Boys LES	\$850
	6 <sup>th</sup> Grade Boys MCS	\$850
	6 <sup>th</sup> Grade Girls BES	\$850
	6 <sup>th</sup> Grade Girls LES	\$850
	6 <sup>th</sup> Grade Girls MCS	\$850
	5 <sup>th</sup> Grade Boys BES	\$850
	5 <sup>th</sup> Grade Boys LES	\$850
	5 <sup>th</sup> Grade Boys MCS	\$850
	5 <sup>th</sup> Grade Girls BES	\$850
	5 <sup>th</sup> Grade Girls LES	\$850
	5 <sup>th</sup> Grade Girls MCS	\$850
WRESTLING	Head Varsity	\$4,070
	Varsity Assistant	\$2500
	JV Assistant	\$2000
	Head MS County	\$2000
	Assistant MS County	\$1500

### Spring Sports

Sport	Position	Pay
BASEBALL	Head Varsity	\$4,070
	Varsity Assistant	\$2500
	JV/Assistant	\$2000
	Freshmen	\$2000
SOFTBALL	Head Varsity	\$4,070
	Varsity Assistant	\$2500
	JV/Assistant	\$2000
	Freshmen	\$2000
TRACK (Boys/Girls)	Coordinator	\$3520
	Assistant A	\$2000
	Assistant B	\$2000
	Assistant C	\$2000
	Assistant D	\$2000
	MS Boys Head Coach	\$1500
	MS Girls Head Coach	\$1500
	MS Assistant	\$750
GOLF (Boys)	Head Varsity	\$2,695
	MS Coed	\$500
TENNIS (Girls)	Head Varsity	\$2,695
	JV/Assistant	\$1000
	MS Club Coed	\$500

### Cheer and Dance

Sport	Position	Pay
CHEERLEADING	HS Varsity Cheer Coach	\$3,740
	Assistant Cheer Coach	\$1400
	Middle School Football	\$500
	Middle School Basketball	\$1000
	Elementary Cheer Coach-BES	\$500
	Elementary Cheer Coach-LES	\$500
	Elementary Cheer Coach-MCS	\$500

DANCE	HS Head Coach	\$3,740
	HS Assistant Coach	\$1400

	MS Coach	\$1000
WRESTLERETTES	HS Sponsor	\$400
	MS Sponsor	\$400
CHEER BLOCK	Sponsor	\$500

#### Athletic Supervision

Sport	Position	Pay
	Assistant Athletic Director (HS)	\$6,600
	MS Athletic Director	\$8,000
	MS Athletic Supervisor	\$3,000
	Elementary AD- LES	\$750
	Elementary AD- MCS	\$750
	HS Weight Room A	\$1000
	HS Weight Room B	\$1000
	HS Weight Room C	\$1000
	HS Weight Room D	\$1000

#### Academic Teams

Activity	Position	Pay
ACADEMIC TEAM	HS Academic Team Coordinator	\$1500
	Subject Area Coach A	\$800
	Subject Area Coach B	\$800
	Subject Area Coach C	\$800
	Subject Area Coach D	\$800
	Subject Area Coach E	\$800
	MS Head Coach	\$750
	MS Asst. Coach	\$500
LIFE SMARTS	Coach	\$500
FCCLA	Sponsor	\$500
ROBOTICS TEAM	High School Coach	\$500
	Middle School Coach	\$500
	Elementary Coach – BES	\$500
	Elementary Coach – LES	\$500
	Elementary Coach – MCS	\$500

#### Fine Arts

Activity	Position	Pay
BAND	HS Varsity	\$5300
	HS Varsity Assistant	\$3500
	HS Jazz/Pep Band	\$1500
	Percussion Instructor	\$1500
	HS Flag Corp/Color Guard	\$1500
	Assistant Band A	\$750
	Assistant Band B	\$750
	MS Band	\$750
	6th Grade Band-FCMS	\$250
	6th Grade Band-LES	\$250
	6th Grade Band-MCS	\$250
CHORAL	HS Choral Director	\$2500
	MS Choral Director	\$750
DRAMA	HS Drama	\$2150
	HS Drama Assistant A	\$500
	HS Drama Assistant B	\$500



	HS Drama Assistant C	\$500
	MS Drama	\$750
	Elementary Drama-BES	\$250
	Elementary Drama-LES	\$250
	Elementary Drama-MCS	\$250

**Clubs and Sponsorships**

<b>Activity</b>	<b>Position</b>	<b>Pay</b>
HS FFA	Sponsor	\$3,600
	Assistant FFA Sponsor	\$2,300
Elementary Yearbook	Sponsor- BES	\$500
	Sponsor- LES	\$500
	Sponsor- MCS	\$500
HS Yearbook	Sponsor	\$1800
MS Yearbook	Sponsor	\$750
Senior Class	Class Sponsor A	\$1000
	Class Sponsor B	\$1000
Junior Class	Class Sponsor A	\$1000
	Class Sponsor B	\$1000
Sophomore Class	Class Sponsor A	\$250
	Class Sponsor B	\$250
Freshmen Class	Class Sponsor A	\$250
	Class Sponsor B	\$250
Student Council	HS Sponsor	\$1000
	HS Sponsor	\$1000
Student Council	MS Sponsor	\$750
Chess Club	Sponsor	\$600
Archery Club	Sponsor	\$500
Web Page	Bldg. Level Director-BES	\$750
	Bldg. Level Director-FCMS	\$750
	Bldg. Level Director-LES	\$750
	Bldg. Level Director-MCS	\$750
National Honor Society	Sponsor	\$500
National Honor Society	Assistant Sponsor	\$250
Jr. National Honor Society	Sponsor	\$300
Elementary Club Sponsors	Sponsor A	\$250
	Sponsor B	\$250
	Sponsor C	\$250
	Sponsor D	\$250
	Sponsor E	\$250
	Sponsor F	\$250
	Sponsor G.	\$250
MS/HS Club Sponsors	Sponsor AA	\$250
	Sponsor BB	\$250
	Sponsor CC	\$250
	Sponsor DD	\$250
	Sponsor EE	\$250
	Sponsor FF	\$250
	Sponsor GG	\$250
	Sponsor HH	\$250
	Sponsor II	\$250

**Other**

<b>Activity</b>	<b>Position</b>	<b>Pay</b>
Office of Student Services Chair	Department Chair	\$1500
HS Department Chair w/ 3 or more	Department Chair A	\$1000
	Department Chair B	\$1000
	Department Chair C	\$1000
	Department Chair D	\$1000
	Department Chair E	\$1000
	Department Chair F	\$1000
	Department Chair G	\$1000
	Department Chair H	\$1000
	Department Chair I	\$1000
Department Chair w/ 2 or less	Department Chair A	\$500
	Department Chair B	\$500
	Department Chair C	\$500
	Department Chair D	\$500
Freshman Academy Chair	Chair	\$250
MCATS	Sponsor	\$1000
MCATS	Assistant Sponsor	\$750
Early College Lead Teacher	Program Coordinator	\$500
Bus Transfer	Supervisor A	\$600
	Supervisor B	\$600
	Supervisor C	\$600
	Supervisor D	\$600
	Supervisor E	\$600
HS School Improvement	Co-Chair	\$500 *\$750 on Accreditation Years
	Co-Chair	\$500 *\$750 on Accreditation Years
Dual Credit Teacher/AP/ACP		\$300 per course

If an employee fills two (2) ECA positions in which practices, competitions, or activities are at the same time, the pay shall be at one and one-half.

For the 2023-2024 school year, if an Athletic Program does not have enough participants to fill all the teams listed above but does have enough participants to have competitions at levels that do not have a coach, one-half (½) of the stipend that would have been paid to the vacant position shall be paid to the coach or split between the coaches covering the vacant position. For example, Girls Basketball has enough participants for a Varsity and Junior Varsity Team, but there are not enough participants to complete the Freshman Team, but the participants are kept in the program. If the Junior Varsity and Varsity Assistant are responsible for having Freshman Games, the coaches shall split one-half (½) the stipend for the Head Freshman Girls position.

APPENDIX B  
**Franklin County Community School  
Corporation Sick Bank Leave Request Form**

Name \_\_\_\_\_

Phone \_\_\_\_\_

Teaching Assignment \_\_\_\_\_

Address \_\_\_\_\_

Number of Days Requesting \_\_\_\_\_

Briefly describe the nature of the illness and/or absence: \_\_\_\_\_

\_\_\_\_\_

The requesting member shall be required to furnish a medical report from a licensed physician at any time before or during the time of use of the sick bank. (Please attach a medical report to this form.)

Signature of Requesting Teacher \_\_\_\_\_

-----

This part is for use by business office only:

Confirmation of dates of absence: YES \_\_\_\_\_ NO \_\_\_\_\_

Number of sick days used: \_\_\_\_\_

Number of sick days remaining: \_\_\_\_\_

Daily rate of pay: \_\_\_\_\_

Signature of Business Office Official \_\_\_\_\_ Date \_\_\_\_\_

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This part for use by Sick Bank Committee only:

Number of days approved: \_\_\_\_\_

Number of days denied: \_\_\_\_\_

Comments:

Signature of SBC Chairman \_\_\_\_\_ Date \_\_\_\_\_



This part for use by Appeal Board only:

Number of days approved: \_\_\_\_\_

Number of days denied: \_\_\_\_\_

Comments:

Signature of Appeal Board Chair \_\_\_\_\_ Date \_\_\_\_\_

APPENDIX C  
Franklin County Community School Corporation  
GRIEVANCE REPORT FORM

Grievance #

School:

Corporation Distribution:

1. Superintendent                      2. Principal                      3. Association                      4. Teacher

Submit to Principal in Duplicate

Building: \_\_\_\_\_ Assignment: \_\_\_\_\_

Name of Grievant: \_\_\_\_\_ Date Filed: \_\_\_\_\_

STEP 1

A. Date cause of grievance occurred \_\_\_\_\_

B. Statement of Grievance \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Relief Sought \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

D. Disposition by Principal \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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Signature

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Date

E. Position of Grievant and/or Association \_\_\_\_\_

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Signature

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Date