COLLECTIVE BARGAINING AGREEMENT



Between
The Board of Education
of the
Franklin Township Community School Corporation
and the
Franklin Township Education Association

July 1, 2023 – June 30, 2025

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ARTICLE I

Recognition of Association

The Board hereby recognizes the Franklin Township Education Association as the exclusive representative of all teachers in this school corporation.

ARTICLE II

Definitions

- A. TEACHER AND BARGAINING UNIT The terms "Teacher" and "Bargaining Unit" when used in this Agreement shall refer to all certified personnel employed by the Board except the Central Office Administration, Principals, Assistant Principals, Athletic Directors, Assistant Athletic Directors, Dean of Students, Administrative Interns, Psychologists, and District-Level Certified Coordinators.
- B. BOARD AND CORPORATION The terms "Board" and "Corporation" when used in this Agreement shall refer to the Board of Education of the Franklin Township Community School Corporation of the County of Marion, of the State of Indiana and any persons authorized to act on its behalf.
- C. ASSOCIATION The term "Association" when used in this Agreement shall refer to the Franklin Township Education Association, an affiliate of the Indiana State Teachers Association and the National Education Association, and any persons authorized to act on its behalf.
- D. DAY The term "day", unless otherwise stated, when used in this Agreement shall be considered to mean the following:
 - 1. Any regularly scheduled teacher workday during the school year.
 - 2. Monday through Friday (excluding national holidays) during the summer months.

ARTICLE III

FTEA Release Time

- A. The President shall be entitled to ten (10) days each school year for Association business without the loss of compensation. The days may be taken in half-day or full day increments. Notification of use of these days shall be made using the Franklin Township Community School Corporation Administration/Certified Teacher Leave Affidavit form.
- B. The President shall be allowed to use one (1) of the Association Leave days in one (1) hour increments up to six (6) hours each school year for Association business without the loss of compensation. This time may be taken if the building principal and the President mutually agree upon the use of the hours.
- C. The President will be released the equivalent of 1/7 of a school day to conduct Association business in addition to a regularly scheduled prep time. In the event it becomes necessary, the release time can be converted to hours. An example could be:
 - 1/7 of a school day equals approximately 1 hour. 1 hour per day for each of 180 school days would equal 180 hours in a school year.
- D. The President of the Association may be permitted by the building principal or his/her designee to leave the building immediately after his/her teaching responsibilities are completed, as long as leaving does not interfere with teaching responsibilities or meetings previously announced by the administration.
- E. The responsibilities of the teaching assignment will take precedence over the responsibilities of the Association when the planned release time is being implemented.
- F. The Association is entitled to ten (10) days that may be used by other members of the bargaining unit to conduct or participate in Association business.
 - 8 work hours in a day for each of 10 days equal 80 hours for other officers/members.

ARTICLE IV

Grievance Procedure

A. Definitions

- 1. GRIEVANCE A "grievance" is any claim by any member or members of the bargaining unit or the Association that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.
- 2. GRIEVANT "grievant" is the person, persons or the representative of the Association filing a grievance.
- 3. DAYS the term "days" shall, except where otherwise indicated, mean teacher contract days.

B. Procedure

INFORMAL LEVEL - A grievant shall discuss the grievance with his/her principal with the objective of resolving the grievance informally. If the issue is the result of a district level decision the dispute should be discussed directly with the appropriate personnel at that level.

FORMAL LEVEL 1 - If the grievant is not satisfied with the informal disposition or in the event that no decision is rendered within five (5) days after presentation of the informal claim, he/she may then submit a written grievance to the building principal, and shall file a copy with the Association. The building principal or designee shall submit to the grievant and the Association a written answer to the grievance within five (5) days of receipt. (In the event the cause of the grievance is an action that occurs at the school corporation level, then the teacher may skip the preceding levels and move directly to Formal Level 2.)

FORMAL LEVEL 2 - If the grievant is not satisfied with the disposition of Formal Level 1, within five (5) days of receipt of the principal's answer or within ten (10) days of the submission of the grievance to the principal in the event the principal has failed to give a written answer, the grievant or the Association may submit the written grievance to the Superintendent, or designee and so notify the Association. Within ten (10) days after receipt of the written grievance, the Superintendent or designee shall meet with the grievant and thereafter shall submit to the grievant and the Association a written answer to the grievance within five (5) days.

FORMAL LEVEL 3 - If the grievant is not satisfied with the disposition at Formal Level 2, within five (5) days of receipt of the Superintendent's answer or within twenty (20) days of the grievant's submission of the grievance to the Superintendent in the event the Superintendent has failed to give a written answer, submit the written grievance to the Secretary of the Board, and so notify the Association. At its next regularly scheduled meeting, the Board shall designate a committee to meet with the grievant for the purpose of resolving the grievance. This committee shall be comprised of three (3) Administrators appointed by the Board and three (3) members appointed by the Association and two (2) members of the Board. The committee must submit a recommendation to the Board within five (5) days after meeting

with the grievant. Within ten (10) days after receiving the committee's recommendation, the Board shall submit to the grievant and the Association a written answer to the grievance or decide to hear the grievance.

C. Representation

The grievant is entitled to Association representation at any level of the grievance process.

D. Time Limits

A grievance not presented to the building principal at the Informal Level within thirty-five (35) days from the time that the teacher learned of the alleged infraction or reasonably should have learned of the infraction shall be deemed waived.

E. Grievance Forms

Appropriate grievance forms shall be available through the school corporation website. No reprisal of any kind shall be taken by or against any participant by reason of participation in the grievance procedure. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the grievant and are not valid basis for evaluation or consideration for professional advancement or awarding any professional advantage to such a teacher. The file shall be available for the grievant to review, during regular business hours or by appointment, in the presence of the Superintendent or the designee.

ARTICLE V

Payroll Deductions and Adjustments

A. Retirement Plans

- 1. Teachers may make contributions to the 403(b) retirement plan and select a vendor which has joint approval of the Board and the Association. The payroll deductions shall be transferred to the vendor promptly after each pay cycle.
- 2. Changes to the amount deducted must be submitted on an authorization form approved and provided by the Corporation for participation in the retirement plan.
- B. Deductions for Group Insurance and Other Approved Plans

Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittances for group insurance or any other plans or programs jointly approved by the Association and the Board.

C. Insurance Programs

The Board shall allow payroll deductions for teachers participating in the insurance programs as set forth in Article X.

ARTICLE VI

Leaves

A. In the interest and consideration of the students, the Association and the Board jointly encourage teachers to be on duty whenever possible. The following leaves are available for teachers when circumstances make their attendance impossible. These leaves may be taken in full or one half (1/2) day increments.

B. Compensated Leaves

1. Sick Leave

- a) Sick leave shall be credited annually to each teacher on the first (1st) day of his/her employment year as follows:
- b) Twelve (12) days the first (1st) year of employment and ten (10) days each year thereafter for teachers on a regular teaching contract; ten (10) days for full year and five (5) for one semester temporary contract.
- c) Summer school teachers may use accumulated sick leave at the rate of one (1) sick day per summer school contract day.
- d) The total unused portion of the annual sick leave allotment shall be added to each teacher's prior accumulated sick leave days, up to 100 days. The unused annual sick leave allotment past 100 days shall be transferred at the current substitute teacher rate into the 401(a) plan for the benefit of the teacher on the first pay date in September of the following school year. Annual and accumulated sick leave days may be used as defined below:
 - 1) Personal illness of the teacher, or
 - 2) Medical or dental appointments of the teacher.
 - 3) Immediate family illness Immediate family (for sick leave) is defined as a teacher's spouse, children and/or legal dependent, and parent.
 - Clarification This agreement will not supersede Federal FMLA regulations.
 - 4) As provided by Article VI B., 9 and 10 (adoption leave and military leave).
 - 5) As provided by Article VII B.
- e) A report on the number of each teacher's available sick leave and general leave days will be made available with each pay. The first paycheck of the current school year will be the School Corporation's statement of each teacher's number of leave days.

- f) Sick leave days accumulated in other systems shall be credited to the teacher as follows: Up to forty-five (45) sick days, each year, over a period of two years, shall be granted for a newly hired experienced teacher as an incentive to employ with FTCSC. The maximum sick days granted shall not exceed ninety (90) days.
- g) If sick leave is used immediately before or after three (3) consecutive days of general leave, a doctor's statement must be provided.

2. General Leave

- a) Teachers shall be granted eight (8) days of general leave with pay each year.
- b) The unused balance of general leave shall accumulate as sick leave.
- c) Notification of general leave will be through the approved substitute system.
- d) The intent of general leave days is not to use those days to extend a break. Only one (1) general leave day may be used immediately preceding or following a scheduled break or national holiday with two (2) days of general leave deducted from the accumulation of general leave. General leave cannot be taken if there is an insufficient number of days from which to deduct the leave.
- e) No more than three (3) general leave days may be taken consecutively. If more than three (3) consecutive days are required due to extenuating circumstances, approval by the Superintendent or designee must be requested.
- f) Summer school teachers may use one (1) general leave day. Extenuating circumstances will be addressed as needed by the district level administration.

3. Bereavement Leave

- a) Five (5) contract days in case of death in the immediate family are granted with pay. Immediate family is interpreted to mean husband, wife, child, grandchild, parent or step-parent, grandparent, brother, sister, parent-in-law, brother-in-law, sister-in-law and any relative or legal dependent in the house-hold. These days must be used within thirty (30) calendar days of the day of death, funeral, or burial. Three (3) additional days shall be granted for an immediate family member if the teacher is named as the executor of the estate.
- b) One (1) contract day for attending the funeral of other relatives shall be granted. In the event that all general leave has been used or obligated and an additional day is needed to act as a participant in or attend the funeral service of a friend then the superintendent or designee may authorize the additional day.
- c) Bereavement leave shall be available to summer school teachers.

4. Jury Leave

Teachers will be excused for jury duty. A teacher shall be paid his/her regular salary less the amount earned for services while on such duty. It is the teacher's responsibility to secure from the court and deliver to the business office, verification of the court duty and the amount of payment for such duty. This leave shall be available to summer school teachers.

5. Trial Witness Leave

In the event a teacher is subpoenaed to appear as a witness in court during any school day, the teacher will be compensated the difference between what he/she is paid as a witness and his/her regular salary. This Article shall not apply to any legal proceeding:

- a) filed by a teacher against the School Corporation, the Association, or an agent thereof;
- b) arising pursuant to collective bargaining law;
- c) as a result of the Uniform Arbitration Act;
- d) arising from a legal proceeding in which the teacher is a party and that is not work related.

It is the teacher's responsibility to secure and deliver to the business office verification of attendance and the amount of payment for such attendance. This leave shall be available to summer school teachers.

6. Election Worker Leave

A teacher shall be excused when serving as a committee person at the polls or on a local election board. A teacher shall be paid his/her salary less the amount of pay for services while on such duty. It is the teacher's responsibility to secure from the election board inspector, the county chairperson, or other election official, verification of work duty and the amount of payment for such duty. A teacher must provide the building principal ten (10) contract days' notice.

7. Professional Leave

- a) The Board encourages staff members to visit other schools and teachers to gain a better understanding of methods as an in-service experience. This provision grants to each teacher at least one (1) day with pay each school year to observe the work of an outstanding teacher or to attend a meeting or workshop, which is directly related to the specific teaching assignment. For such visitation, the school corporation is responsible for paying the substitute teacher's salary.
- b) Notification of professional leave must be made on the proper form twenty (20) contract days in advance (when possible) and must have the approval of the building principal. The teacher and principal shall receive notification of approval or denial of professional leave within ten (10) contract days of the leave.

8. Parental Leave

A non-birthing parent of a newborn shall be granted leave under the Family and Medical Leave Act (FMLA). The teacher will be required to use paid leave (if available) concurrently, for the duration of the parental leave time permitted by FMLA, except that the teacher may reserve up to five (5) days of sick leave for future use. After FMLA expires, the teacher may be granted an unpaid extension of the leave not to exceed one (1) year upon submission of a written request. Whenever possible, the written request is to be submitted prior to the birth of the child. The Superintendent may grant the extension of the leave upon special request of the teacher.

9. Adoption Leave

When a teacher adopts a child, that teacher shall be granted leave following the Family and Medical Leave Act (FMLA). The parent will be required to use paid leave (if available) concurrently, for the duration of the adoption leave time permitted by FMLA. After FMLA expires, the parent may be granted an unpaid extension of the leave not to exceed one (1) year upon submission of a written request. Whenever possible this notification shall be given prior to the leave. Such leave must be taken within thirty (30) calendar days after the placement of the child in the home.

10. Military Leave

FTCSC shall pay the difference between the teacher's pay rate while in school and the active military duty pay rate. A teacher shall be paid his/her regular salary less the amount of per diem allowance earned for services while on such duty.

11. Leave for On-the-Job Injury, Illness, or Assault in tangent with Worker's Compensation

Personal Injury While Employed:

Definition of Personal Injury While Employed is considered any injury, illness, and/or disability sustained by a teacher as a result of an assault and/or battery by a student, or other individual, or results from a threat, intimidation, or harassment by a student, or other individual, which is determined to be compensable under Worker's Compensation laws while a teacher is properly discharging his/her duties.

- a) Within 24 hours of injury, illness, disability, battery or assault or the next business day, a teacher must file an Indiana First Report of Injury State Form 34401 (R9 / 3-01). The teacher or the teacher's representative shall report to the principal or other supervising administrator all cases of injury, illness, disability, battery or assault suffered in connection with employment.
- b) If the claim qualifies for worker's compensation, the Board shall pay to such teacher the difference between his/her salary and benefits received under the Indiana Worker's Compensation for the duration (including the Worker's Compensation waiting period) of such absence. Absence due to injury incurred in the course of the

teacher's employment shall not be charged against the teacher's sick leave days. During this time, a teacher will be considered on School Corporation paid status.

- c) The teacher shall receive reimbursement of the cost not compensated by insurance for replacing or repairing any damage, loss, or destruction of personal property (including clothing) not to exceed two hundred and fifty dollars (\$250.00).
- d) The teacher must comply with the reporting provisions of Article VI, 11 (a) in order to receive the payment enumerated in Article VI, 11 (b). The personnel office shall aid the teacher in filing all necessary forms to report on-the-job injuries, illness, battery or assaults to apply for Worker's Compensation.

The following provision is included for informational purposes only, as it closely relates to the payment in d): I.C. 20-33-9-10 requires that an individual who has reason to believe that a school employee: (1) has received a threat; (2) is the victim of intimidation; (3) is the victim of battery; or (4) is the victim of harassment; shall report that information to their principal or a member of the administrative staff who must then report that information to the police. As added by P.L.1-2005, SEC.17. Amended by P.L.72-2006, SEC.4

All applicable definitions in IC 20-33-9 shall apply.

C. Uncompensated Leaves – which are a salary and wage related fringe benefit

1. Political Leave

A leave of absence without pay for a period of six (6) weeks shall be granted to a teacher upon request for the purpose of campaigning for public office. If the teacher is elected to the office and work of the public office would interfere with the task of teaching, if he/she requests it, the teacher shall be granted a leave of absence without pay for a period of time to enable the teacher to serve one (1) full term in the office to which he/she was elected.

2. Summer Study Leave

Teachers who request summer study leave without pay for a period not to exceed five (5) contract days shall be granted such leave at the beginning or at the end of the school year as may be required to attend summer school classes and/or travel to the location where classes are to be held.

3. Sabbatical Leave

The Board shall grant at the request of any teacher with a Master's degree who has taught seven (7) consecutive years in the corporation, an unpaid leave of absence extending up to one (1) school year for sabbatical leave. Placement of this leave provision under uncompensated leaves shall not prevent the Teacher from participating in programs in which nominal funding by the Board is necessary for participation. The Board shall consider sabbatical leave a full-time pursuit of academic study or a full-time program of

self-improvement in an educational related area. The Board may request verification at any time that the teacher is involved full-time. The Board may revoke sabbatical leave when the teacher fails to verify full-time pursuit. The request for leave must be made by June 1 immediately preceding the start of the school year when the leave will commence. No salary schedule experience credit or year of service credit shall be granted during this leave.

4. Association Office Leave

A leave of absence without pay of up to two (2) years shall be granted to any teacher, upon written request, for the purpose of serving as an elected Association officer, provided that the teacher makes the request not later than June 1 immediately preceding the start of the school year when the leave will commence. No salary schedule experience credit shall be granted during this leave.

Teacher Requested Extended Leave of Absence

The Board may grant, upon written request of any teacher, who has taught ten (10) years within the corporation, and who has not used any other extended leave (one semester or longer, excluding disability or maternity leave) an unpaid leave of absence extending up to one school year for any reason other than being employed by another primary or secondary educational institution in Indiana, provided that the teacher makes the request no later than June 1 immediately preceding the school year during which the leave shall be taken and provided further that the teacher requesting such leave has not previously been granted a leave under this provision. No salary schedule experience credit or years of service credit shall be granted during this leave. The teacher re-enters the salary schedule based on the evaluated status of the last year of service.

6. Family and Medical Leave Act (FMLA)

In accordance with Federal law, the provisions of the Family and Medical Leave Act (FMLA), 29 U.S.C. 2601 et seq., shall be incorporated by reference into this contract.

ARTICLE VII

Total Disability and Maternity Leave

A. This provision shall apply to leaves in all cases where a teacher is unable to teach because of a disability substantial in nature or duration, or as a result of childbirth. Total disability shall include among other items, disability arising from medical procedures, illness (including mental illness), or injury necessitating a leave not otherwise provided for in this Agreement.

B. Maternity Leave

- 1. Whereas in the event of childbirth, the leave can be reasonably anticipated, the following rules shall apply:
 - a) The mother shall be granted leave under the Family and Medical Leave Act (FMLA). The mother will be required to use paid leave (if available) concurrently, for the duration of the maternity leave time permitted by FMLA, except that the mother may reserve up to five (5) days of sick leave for future use. After FMLA expires, the mother may be granted an unpaid extension of the leave not to exceed one (1) year upon submission of a written request. Whenever possible, the written request is to be submitted prior to the birth of the child. The Superintendent may grant the extension of the leave upon special request of the teacher.
 - If extenuating circumstances exist, the mother must contact the Human Resources Department for information regarding the impact of the circumstances.
 - b) The teacher requesting leave shall notify the Human Resources Department of the expected time of leave as soon as reasonably possible, which in the case of pregnancy, shall be at least thirty (30) days prior to the date she wishes to start her leave.
 - c) Where the teacher's condition raises any serious problem to the teacher's health in the period prior to the beginning of leave, the corporation may request a statement by the teacher's physician as to the teacher's ability to continue teaching including a prognosis. The initial doctor's statement shall be provided at the teacher's expense. Any subsequent opinion requested by the Human Resources Department shall be from a mutually agreed upon doctor at the Corporation's expense.
- 2. Return to duty and position, use of sick leave, and rights shall follow the procedures as outlined in this Article concerning total disability or maternity leave.
- 3. Credit for leave due to pregnancy shall be counted as teaching experience at the same rate allowed by the Indiana Public Retirement System (INPRS).
 - Two (2) half (1/2) years may be combined for one (1) year of service credit. A half (1/2) year is defined as at least sixty (60) days but fewer than 120 days in a school year. This is the method for determination of years of service following a leave, and does *not* constitute a salary increase.

C. Anticipated Disability

Where disability can reasonably be anticipated as in the case of a scheduled medical procedure, the following rules shall apply:

- 1. The teacher requesting leave shall notify the Human Resources Department of the expected time of leave as soon as reasonably possible.
- Where the teacher's condition raises any serious problems to the teacher's health in the
 period prior to the beginning of leave, the Human Resources Department may request a
 statement by the teacher's physician as to the teacher's condition and the ability to
 continue teaching.

D. Emergencies

In the case of a medical emergency, the teacher shall be granted a leave immediately on his/her request. Documentation of the emergency from an attending physician will be provided as soon as possible.

E. Length of Leave

A disability leave under this Article shall be granted for no more than one (1) full contractual year. Leaves may be granted consecutively at the Board's discretion and shall be granted consecutively when such consecutive leave is required to meet the provisions of Article VII, A.

F. Sick Leave Use

Any teacher taking non-maternity disability leave of absence under these provisions may use up to 90 days of sick leave which the teacher has accumulated under the School Corporation's sick leave policy, but shall be required, at the option of the Human Resources Department, to present a doctor's certificate of condition or disability to justify such use of accumulated sick leave days. Upon return to teaching duties, the teacher shall retain for use any unused sick leave days.

G. Payroll and Deductions

- 1. At the time of leave the teacher shall have the option of receiving the remainder of the teacher's contractual pay for days worked and leave days used:
 - a) in one (1) check and the remainder of the unused sick days paid as used; or
 - b) paid per contract.

- 2. Teachers on paid leave shall continue to have Board contributions made for insurance programs according to the insurance contracts and premium level in the Agreement which existed at the time of starting the leave.
- 3. Teachers on non-paid leave for one (1) month or longer shall be notified by the corporation of the option to continue any or all of the Board paid programs by paying the premiums themselves to the Board by the fifteenth (15th) of each month prior to the month of coverage.

H. Return to Teaching Duties

- Subject to the notice and other requirements set out in Article VII, H, 2, the teacher may
 resume teaching duties at such time as in the opinion of the teacher and the teacher's
 physician that the teacher is able to resume teaching. The school corporation will require
 the certificate from the teacher's physician to this effect and may be required to complete
 a fitness for duty exam.
- 2. As soon as reasonably possible after the commencement of disability or maternity leave, the teacher shall notify the Human Resources Department of the estimated time of return to teaching, or of the fact that the teacher does not intend to resume teaching duties, and shall, if intending to return to teaching, keep the Human Resources Department advised of any changes in such estimated time. Teachers intending to resume teaching duties shall notify the Human Resources Department as soon as the teacher has recovered from the disability, and shall except in the case of childbirth, furnish the corporation proof of the continued disability at any time during such disability, if requested by the Board. If the anticipated time to return to teaching duties changes, at least fourteen (14) calendar days' notice shall be given by the teacher of the intention to return to work, unless waived by the Board.

ARTICLE VIII

Catastrophic Illness Leave Bank

A. Purpose of the Bank

The purpose of the Catastrophic Illness Leave Bank (hereafter referred to as the Bank) is to provide sick leave to teachers who have contributed to the Bank ("members") after their accumulated leave has been exhausted and more specifically to provide such leave from the Bank in cases of prolonged illnesses. The Bank rules and guidelines are as follows.

B. Catastrophic Illness Leave Bank Committee

- 1. The Bank shall be operated on a voluntary basis. A committee shall be formed to administer the Bank and to provide the information needed whereby the administration office of the corporation shall keep the records. This committee shall be empowered to make decisions required to administer the Bank, so long as those rules, regulations and decisions do not modify the agreement contained herein. This committee shall be titled the "Catastrophic Illness Leave Bank Committee". The committee shall consist of five (5) members that are appointed by the Association. The Board will act only in an advisory capacity when called upon.
- 2. Should a vacancy occur on the committee, a replacement for the vacant position shall be appointed by the authority making the original appointment.
- 3. The Association president shall designate the chairman prior to the first meeting of the committee.

C. Effective Date

- 1. Enrollment in the Bank by teachers shall be part of new hire benefits enrollment and annual open enrollment for current teachers.
- 2. The Corporation shall provide to the Association a list from each building of Bank members within two weeks of the close of open enrollment every school year.
- 3. The Bank shall remain operational only as long as fifty percent (50%) or more of teachers have shown their willingness to participate in the Bank by contributing the individually required number of days set forth in Guideline E-3 and E-4. All debts owed to the Bank shall be canceled if the Bank becomes non-operational.

D. Membership

Membership shall be open to all teachers who wish to participate by contributing the individually required number of days. Teachers employed under a temporary contract shall not be eligible for membership.

E. Guidelines

The committee in accordance with the following provisions shall administer the Bank:

- 1. The Bank may be used only by the member for his/her catastrophic illness.
- 2. Days from the Bank may be used only for those workdays that the member is employed under a Regular Teacher's Contract.
- 3. Any person wishing to participate in the Bank shall initially donate one (1) day of his/her accumulated sick leave to the Bank. The committee as required by Guideline E-4 shall request additional days.
- 4. If the number of days in the Bank falls below fifteen (15) days prior to May 31 of the current contract year, each member shall be required to donate one (1) additional day of his/her accumulated sick leave to the Bank.
- 5. Each day is forfeited, once donated to the Bank and becomes the property of the Bank and shall not be refunded or returned to a teacher.
- 6. The maximum dollar expenditure from the Bank during a school year cannot exceed twenty-five thousand dollars (\$25,000). If this amount is reached at any time during the school year, the Bank shall cease to operate for the remainder of that school year unless circumstances dictate a review by the committee.
- 7. All requests to receive days from the Bank must be submitted in writing to the committee on the prescribed form.
- 8. Any teacher submitting a request to use the Bank must have made his/her contribution of days and met all eligibility requirements of the Bank.
- A teacher shall not be able to request to withdraw days from the Bank until his/her own accumulated sick leave is depleted and a five (5) day waiting period without pay is completed.
- 10. Leave from the Bank can only be used for catastrophic illness or disability. (The committee shall generally consider an extended catastrophic illness as one that involves ten (10) or more contract days.)
- 11. Periodic reviews by the committee of all Bank use shall be made. No use may extend more than thirty (30) contract days without review by the committee.
- 12. Leave from the Bank may not be granted for the period of disability when monies are paid to the teacher under the Worker's Compensation Law or Long Term Disability Insurance.
- 13. Days granted by the Bank shall be reimbursed to the bank by the member as follows:

- a) The first five (5) days granted by the Bank shall be reimbursed by the member at a rate equal to the per diem rate of pay on the adopted salary schedule for the individual granted the days, excluding any extended contract or extracurricular pay.
- b) Additional days granted should be determined by the committee at a rate that shall best utilize the days in the Bank. No member shall receive more than his or her regular per diem rate of pay excluding any extended contract or extracurricular pay.
- 14. The committee shall review and recommend to the school administration approval or denial of all requests to draw sick leave days from the Bank within ten (10) days after such request is received by the committee. The committee shall also make its decision known to the applicant within this ten (10) day period.

F. Appeals

- 1. An Appeals board shall be established composed of the following five (5) persons:
 - a) The Superintendent of the corporation or his/her designee.
 - b) The Association President or his/her designee.
 - c) Three (3) members appointed; one (1) by the Superintendent, and two (2) by the Association President.
 - d) No appointed member of the committee may at the same time be a member of the Appeals board.
- 2. The Association President or his/her designee shall act as chairman of the Appeals board.
- 3. If the committee denies a request for use of catastrophic leave days, then the applicant may appeal the committee's decisions to the Appeals board within the ten (10) contract days after the denial. All decisions by the Appeals board must be a majority vote. All decisions of the Appeals board are final and binding.
- 4. The Appeals board shall rule on any appeal within ten (10) contract days after receiving the appeal in writing.

G. Member's Agreement

- A member of the Bank may be required to furnish medical records from a licensed health care provider at any time before or during the time of use of the Bank. The medical records shall be obtained at the member's expense. The committee shall review each case as required. The committee reserves the right, if necessary, to limit the number of days granted from the Bank.
- 2. A member who has used days from the Bank shall be required to repay those days to the Bank at a rate of three (3) days per year until all days have been repaid. Repayment shall

begin with the school year immediately following withdrawal of days from the Bank. If a member:

- a) Leaves the employment of the Corporation before the total number of days is paid back, then the remaining days owed shall be deducted from the member's total accumulated sick leave at that time.
- b) Retires or dies before all days owed are paid back the member shall not be required to repay the balance owed.
- 3. In consideration of the benefits of participating in the Bank, each applicant for membership in the Bank and for days from the Bank shall, as a condition to such application, agree in writing substantially as follows:
 - "I specifically acknowledge and agree that the granting of days from the Catastrophic Illness Leave Bank shall be at the sole discretion of the committee or, in the event of an appeal, the Appeals board, and that all decisions of the committee or the Appeals board shall be final and binding. I further agree to abide by such decisions and to indemnify and hold harmless the Franklin Township Education Association, the Appeals board and all their agents for any loss, damages, costs, or expenses they may sustain as a result of any claim or legal proceedings I may bring with respect to a decision made by any of them concerning this application."
- 4. When a member donates days to the Bank, he/she agrees to the established rules for administration of the Bank and agrees to abide by the established rules.

H. Annual Report:

An annual report of the Bank shall be recorded on or before October 30 for each school year the Bank is in operation. This report shall be recorded by the Association and approved by the superintendent of the Corporation prior to finalization of the report. The report shall include a statement of the number of days contributed to the Bank, the number of days remaining in the Bank, and the total cost of the days granted.

In order to assist the Association with the report, the Corporation will:

- 1. On or before September 30, submit the following information to the Association:
 - a) The number of days contributed to the Bank and the number of days remaining as of June 30 of that year.
 - b) The amount of money spent to implement the Bank for the previous year.
- 2. At the conclusion of the annual open enrollment period, submit the following information to the Association:
 - a) The number and names of members in the Bank as of the end of the enrollment period; and

- b) The amount of usage of any days during the period of July 1 to October 1.
- I. Changes in Rules and Guidelines:

Any changes in the Bank rules and guidelines shall be recommended by the Bank Committee and approved or disapproved by the School Board and the Association.

ARTICLE IX

Compensation

Salary increases resulting from movement within the salary schedule will be based on the compensation model described below and illustrated in Appendix A.

A. Eligibility for Pay Increase and Reallocation

Eligibility for a pay increase for the Performance Based Compensation Plan includes any teacher who during the previous year was evaluated by the Franklin Township Community School Corporation and received an evaluation rating of effective or highly effective.

A teacher rated ineffective or improvement necessary will not receive any pay raise for the following year if the teacher's employment contract is continued, except those who are eligible per IC 20-28-9-1.5 (g). Teachers with an evaluation rating of ineffective or improvement necessary will be paid the same base salary as the previous contract year.

The amount that would otherwise have been allocated for the salary increase of teachers rated ineffective or improvement necessary shall be equally distributed, as a one-time stipend, amongst all teachers rated effective and highly effective.

B. Factors and Definitions

- 1. Evaluation rating The teacher received a highly effective or effective evaluation rating from the Franklin Township Community School Corporation for the prior year.
- 2. Education (Possession of a content area Master's degree) The teacher has a Master's degree in any content area, as defined by the Indiana Department of Education, in which the teacher currently teaches or any other content area approved by the Superintendent.

C. Distribution (See Salary Schedule attached as Appendix A)

2023-2024

- 1. A teacher in the Bachelor's column who satisfies the evaluation rating but does not possess a content area Master's degree will receive a 1.25% salary increase and advance a row in the Bachelor's column (a 3% increase solely based on the evaluation factor)).
- 2. A teacher in the Master's column who satisfies the evaluation rating will receive a 1.25% salary increase and advance a row in the Master's column (a 3% increase solely based on the evaluation factor).
- 3. A teacher in the Bachelor's column who satisfies the evaluation rating and is in the first year of possessing a content area Master's degree will receive a 1.25% salary increase and advance to the Master's column, but remain in the same row (a 3% increase based

on the evaluation factor, and a 0.44% increase based on the education factor, for a total available increase of 3.44%).

- 4. The increase for advancing a row in either column is approximately 1.75%.
- 5. The increase for advancing to the Master's column (but staying in the same row) is approximately 2.19%. Of this increase, 1.75% is for evaluation rating, and the remaining 0.44% is for the first year of possessing a content-area Master's degree.

2024-2025

- 1. A teacher in the Bachelor's column who satisfies the evaluation rating but does not possess a content area Master's degree will receive 0.25% salary increase and advance a row in the Bachelor's column (a 2% increase solely based on the evaluation factor)).
- 2. A teacher in the Master's column who satisfies the evaluation rating will receive a 0.25% salary increase and advance a row in the Master's column (a 2% increase solely based on the evaluation factor).
- 3. A teacher in the Bachelor's column who satisfies the evaluation rating and is in the first year of possessing a content area Master's degree will receive a 0.25% salary increase and advance to the Master's column, but remain in the same row (a 2% increase based on the evaluation factor, and a 0.44% increase based on the education factor, for a total available increase of 2.44%).
- 4. The increase for advancing a row in either column is approximately 1.75%.
- 5. The increase for advancing to the Master's column (but staying in the same row) is approximately 2.19%. Of this increase, 1.75% is for evaluation rating, and the remaining 0.44% is for the first year of possessing a content-area Master's degree.

D. Part-Time Teacher Compensation

A teacher in the bargaining unit on a partial contract will receive a pro rata amount of the full compensation relative to the percentage of his/her contract.

E. Wage Payment Agreement

Teachers will be paid in twenty-six (26) installments. See Pay Date chart in Appendix C.

F. Overall Salary Range

The base salary range prior to any increases negotiated under this agreement is \$44,232 to \$90,471 not including stipends or extended contracts.

Retroactive pay will be paid only to those teachers employed as of the date of the School Board approval of this Collective Bargaining Agreement.

For the 2023-2024 and 2024-2025 school years, teachers who do not receive a full salary increase because they are at the top of the Bachelor's or Master's salary range will receive a one-time stipend in an amount equivalent to 2% of their then base salary, to be paid as one-time lump sum (default) or over the course of the contract year (if the teacher notifies the superintendent/designee of such preference within 30 days of ratification).

G. Starting Salary

- A teacher in the initial year of employment with the Corporation will be paid based on the New Hire Salary Placement Chart (Appendix B) commensurate with his/her training (degree attainment) and experience. The initial salary of teachers hired before the ratification date will be adjusted by 1.25% in conjunction with the implementation of this Agreement.
- 2. Candidates with an Occupational Specialist license, Workplace Specialist license, or traditional teaching license who have other significant work experience that is directly related to the position for which they have been considered may be granted discretionary salary placement as follows: One (1) year of experience for every two (2) years of approved and verified full time business or industrial work experience. Experience may be granted at the discretion of the Superintendent following discussion with the Association President or designee. The maximum number of years of work experience to be considered for salary determination shall not exceed 16 years. (16 / 2 = 8 for explanatory purposes only)

Additionally, candidates with qualified work experience, as described above, who have teaching experience will be granted experience level credit for salary placement equal (1:1) to the number of years of verifiable teaching experience from a state accredited school.

3. Verification of experience/employment for that year's base salary placement must be submitted within 45 days of board approval of the teacher's employment.

H. Contribution to INPRS

The Board shall contribute both the Board's share and the teacher's share of the annual base salary to the Indiana Public Retirement System (INPRS).

- I. Signing Bonus for 2023-2024-A teacher newly hired after ratification may, at the discretion of the superintendent/designee, receive up to a \$1,000 signing bonus.
- J. Loyalty Bonus for 2023-2024-A teacher employed for at least 120 school days during the 2022-2023 school year who has not tendered a resignation by the ratification date will receive a \$1,500 loyalty bonus.
- K. National Board Certification Stipend-A teacher who obtains/possesses a National Board Certification within the term of this Agreement shall receive an annual \$1,000 stipend (to be

paid out over the contract year) for each year of the Agreement in which the teacher possesses the certification.

- L. License/Certification Fees-The Board shall pay the following licensure/certification fees on behalf of the teacher:
 - 1. CPR certification offered by the School Corporation.
 - 2. FTCSC authorized Indiana background check fees.
 - 3. Certificate of Clinical Competence in Speech-Language Pathology.

M. Ancillary Duty/Additional Compensation

- 1. Professional Development Stipend-In the event the Superintendent assigns professional development after the contracted day (time extending beyond eight (8) hours) or when school is not in session the teacher will be compensated at a rate of \$30 per hour. In the event this is funded from an outside source (such as a grant) the hourly rate may not be less than \$30 per hour, but may exceed that amount up to a maximum of the teacher's regular hourly rate.
- 2. Homebound Instruction-In the event a teacher is assigned to provide homebound instruction the teacher will receive \$50 per hour of instruction.
- 3. Teachers Serving as Substitutes-The administrative/procedural portions of the following paragraph are included for informational purposes only and were not bargained.
 - -In the event a teacher volunteers to substitute for another teacher, the volunteering teacher will be responsible for submitting a claim using the approved substitute system by the end of the pay period following the date of the services rendered. The claim must be approved by the Principal or his/her designee in order to receive payment. If no substitute is found, teachers will have the first option to provide for class coverage when possible, practical, and in the best interest of the students, and the teacher will receive \$30 per regular class coverage and \$60 per FCHS block coverage or Intermediate Schools 4/5 Core Class coverage.
- 4. Long-Term Extra Class Compensation-The administrative/procedural portions of the following paragraph are included for informational purposes only and were not bargained.
 - In the event a teacher volunteers to teach an additional class during their prep time on a long-term or year-long (if necessary for the class) basis, the teacher shall receive additional compensation at their hourly rate calculated on an 8-hour day.
- 5. Remediation Stipend-In the event a teacher is assigned to provide remediation after the contracted day or when school is not in session the teacher will be compensated at a rate of \$25 per hour.

- 6. Involuntary Transfer Stipend-In the event a teacher is involuntarily transferred to a different building within a calendar week prior to the teacher's first work day of the school year, the teacher shall receive a stipend of \$100 to compensate for the time necessary to move the teacher's classroom. If an involuntary transfer to a different building occurs on or after the first student day, the teacher shall be granted up to two school days of leave to prepare for the new assignment.
- 7. Online Curriculum Development-In the event a teacher accepts an assignment to write curriculum for an online class, the teacher shall receive a stipend of \$1,500 per credit/semester.
- N. Moving Expenses-Upon submission of invoices/documentation, a teacher newly hired after ratification who moves to Marion County from more than 60 miles away is eligible for a one-time reimbursement of up to \$500 for moving expenses.
- O. Mileage-Mileage approved by the Superintendent or designee for travel within the corporation shall be paid at the then-current IRS rate.
- P. Co-Curricular, and Extra-Curricular Activity Payments-See Appendix F
- Q. Extended Contracts-See Appendix E.

ARTICLE X

Retirement Benefit Plans

Factors stated hereinafter shall constitute the retirement benefit plans of the Corporation and shall be counted as a part of the cost of any salary agreement between the Board and the Association. The Board shall provide the following retirement plans for teachers:

A. IRS Code 401(a) – VALIC Retirement Account

Effective during the term of this Agreement the parties agree that the Board shall contribute an amount equal to 3% of a teacher's base salary to the Corporation's 401(a) plan each pay period. The provider of the plan shall be selected as provided for in Article IX(L)(7) of this Agreement. Corporation contributions will become vested in this plan according to the following schedule. Until such time of becoming vested, all contributions by the Board shall not be available to the participant and upon termination of employment for any reason, other than permanent total disability, and to the extent allowed by IRS regulations, any funds forfeited by a teacher as a result of the teacher separating from employment will be placed in the plan's forfeiture suspense account, used to pay for the plan's administrative expenses, and/or offset future contributions. In the event of termination due to total disability, the affected contributions made by the Corporation on behalf of the disabled participant will be considered vested.

Vesting Schedule: Seven (7) years of employment 100% Vested

Years counted for vesting are all Franklin Township Community School Corporation years of service since the teacher was hired by the Corporation. A year of service will be defined according to INPRS guidelines.

B. IRS Code 403(b) – VALIC Match

Effective during the term of this Agreement the Board shall contribute a match amount of .5% of each teacher's base salary to the Corporation's 403(b) plan each pay period, if the teacher's contribution to such plan equals or exceeds .5% of his/her base salary amount for that pay period. Contributions made by the Corporation become vested upon completion of three (3) years of service by the teacher with the Corporation. Until such time of becoming vested, all amounts contributed by the Board shall not be available to the participant and upon termination of employment for any reason, other than permanent, total disability, and to the extent allowed by IRS regulations, any funds forfeited by a teacher as a result of the teacher separating from employment will be placed in the plan's forfeiture suspense account, used to pay for the plan's administrative expenses, and/or offset future contributions. In the event of termination due to permanent, total disability, the Corporation's contributions made on behalf of the disabled participant will be considered vested.

There will be an annual enrollment in the 403(b) plan prior to the first day of the school year or within five (5) business days of the teacher's employment.

C. VEBA (Voluntary Employee Benefit Association) – VALIC/Indiana HRA

1. Definition

For the purpose of this section, the original FTCSC Buyout Group pursuant to Senate Enrollment Act 199 (Acts 2001) and amendment years thereafter will be referred to as the Buyout Group.

2. Ongoing Contributions

Effective during the term of this Agreement, the parties agree that the Board shall contribute an amount equal to 1.5% of each teacher's base salary to the Corporation's VEBA plan each pay period. The provider of the plan shall be selected as provided for in Article IX, L, 7. Contributions made by the Corporation on behalf of participants will become vested in this plan upon qualification for full Teacher Retirement Fund benefits under the Indiana Public Retirement System (INPRS). Until such time of becoming vested, all amounts contributed by the Board shall not be available to the participant. Upon termination for any reason other than permanent, total disability, involuntary reduction in force (RIF), layoff, or justifiable decrease in the number of teaching positions, or voluntary resignation after vesting, and to the extent allowed by IRS regulations, any funds forfeited by a participant as a result of the participant separating from employment, will be placed in the plan's forfeiture suspense account, used to pay for the plan's administrative expenses, and/or offset future contributions.

Participants who are subject to an involuntary RIF or have their contract cancelled due to a justifiable decrease in the number of teaching positions, who are not vested in the plan, and have at least ten (10) years of service with the School Corporation will be deemed vested prior to separation from employment with the School Corporation.

Board annual contributions made after the start of the 2016-2017 school year and earnings upon those contributions which are forfeited shall be used to offset future annual Board Contributions.

3. Forfeitures for Buyout Group

Beginning August 1, 2017, the Buyout Group VEBA account forfeitures, including any Board contributions and all assets, which have been or will be forfeited after July 1, 2016, will be reviewed annually no later than August 30th and if the forfeiture account balance is more than two thousand five hundred dollars (\$2,500.00), the Buyout Group VEBA forfeiture account will be redistributed equally to actively employed members of the Buyout Group on or before September 15th of each year.

4. Use of VEBA Assets

Following retirement from employment and the satisfaction of the applicable vesting requirements, a retired teacher may use the amounts held in the VEBA account to pay any eligible expenses under the IRS Code and Regulations. Furthermore, following the death of a teacher who had otherwise satisfied the vesting requirements before death, any amounts remaining in the plan for that deceased

teacher may continue to be used to pay any qualified beneficiaries' eligible expenses under IRS Code and Regulations.

D. Sick Leave Bonus

Any teacher who has accumulated one hundred (100) days of sick leave at the end of their final year of service with the school corporation and has qualified for full Teacher Retirement Fund benefits under the Indiana Public Retirement System (INPRS) shall have the sum of two thousand dollars (\$2,000) added to their final teaching contract.

E. Insurance Participation

Retirees from the school corporation and their spouse shall be allowed to remain on the group health, dental and vision plans until the first (1st) day of the month following their eligibility for Medicare, provided the retiree pays 100% of the premiums. A retiree is defined as a teacher who meets the criteria as established by state law (IC 5-10-8-2.6).

F. Retirement due to Disability

A teacher who becomes disabled may qualify for retirement benefits due to a disability. For full information the Human Resources Department should be contacted. If the teacher has used all of the sick days and no longer qualifies for the sick leave bonus as described in Article IX, L, 4, the Human Resources Department may be petitioned for the sick leave bonus.

G. Joint Finance Committee

A committee shall be maintained by the parties with four (4) Board representatives and four (4) Association representatives. The committee shall oversee the plans, the IRS compliance of the plans, evaluation and/or replacement of the plan service vendors by mutual agreement and other functions necessary to implement the provisions of this article.

ARTICLE XI

Insurance Programs

The Board shall provide the following insurance programs, each of which shall be approved by the Association, the Board, and the insurance company. Benefits of any policy may be changed only by the mutual consent of the Association and the Board, unless changes are required to comply with applicable laws.

A. Group Term Life Insurance

- 1. The Board shall offer a group life insurance plan, which shall pay the teacher's designated beneficiary the sum of fifty thousand dollars (\$50,000). In the event of accidental death, the amount payable will be an additional fifty thousand dollars (\$50,000). The Board shall pay the full premium for insured teachers, minus one dollar (\$1.00) annually, which shall be paid by each insured teacher.
- 2. The teacher shall have the ability to apply for an amount of term life insurance at his/her own expense in one thousand dollar (\$1,000) increments subject to a minimum of ten thousand dollars (\$10,000), not to exceed five hundred thousand dollars (\$500,000), and subject to insurance company underwriting guidelines and acceptance. Maximum amounts cannot exceed five times the teacher's annual base salary rounded to the next higher one thousand dollars (\$1,000).

B. Group Health Insurance Programs

- 1. The Board shall offer a health insurance plan as agreed to between the parties for a twelve (12) month period beginning on January 1. The Board shall contribute monthly the premium amounts listed in Appendix D.
- 2. The Board and Association agree that the benefits offered by the Hoosier School Benefit Trust shall be the health insurance plan(s) and shall not be changed during the life of this Agreement without the mutual agreement of the parties as provided in this article.
- 3. The group health insurance plan year is January 1 through December 31.

C. Health Savings Account Contribution

Teachers who are eligible for and enroll in a High Deductible Health Plan (HDHP – Plan 4 or Plan 5), will be entitled to receive the following annual contributions by the Corporation to the teacher's HSA account:

\$500 for teacher-only coverage

\$1,000 for teacher/spouse, teacher/child, and teacher/family coverage

These contributions will be made in monthly installments beginning in January each year.

If because of a qualifying event, a teacher is eligible for and enrolls in the HDHP (Plan 4 or Plan 5) the applicable HSA contribution will be made by the Corporation within forty-five (45) days of the enrollment.

D. Long Term Disability Income Benefit

The Corporation shall offer long term disability insurance for each full-time teacher. This program shall be fully insured and include a ninety (90) day waiting period.

The Corporation shall pay the total premium less one dollar (\$1.00) annually.

Any teacher eligible for benefits under this plan shall be allowed to remain in the group health insurance plan until such time as they are no longer eligible for the plan or are able to receive Medicare benefits. The teacher is responsible for any premium due.

E. Dental Insurance

The Board shall offer group dental insurance and each full-time teacher will pay at least one dollar and fifty cents (\$1.50) each pay period. The Corporation shall pay up to thirty dollars (\$30) per month in premiums for each teacher who enrolls in the plan. An Enhanced Dental coverage plan will also be offered at the teacher's expense beyond the Board contribution. See Appendix D for premium/contribution amounts.

F. Vision Insurance

The Board shall offer group vision insurance and each full-time teacher may participate in the plan. The Board shall pay the annual premium costs of the single vision option minus one dollar (\$1.00). If a teacher chooses an option other than single coverage, the Board contribution shall be an additional fifty (\$50) per year. See Appendix D for premium/contribution amounts.

G. Terms of Coverage

Any teacher who is employed through the last teaching day of the school year shall have his/her insurance coverage under this Article continued through the following August, even if such teacher is not to be a teacher of the Corporation on the first teaching day of the next school year, provided the teacher pays their portion of the premium.

H. Worker's Compensation

The Board agrees to carry standard worker's compensation on all teachers.

I. Liability Insurance

The Board shall maintain a comprehensive general liability policy on all teachers while performing their assigned duties.

J. Selection of Insurance Companies and Policies

The naming and retaining of various insurance companies and the contents of the policies provided by those companies for group insurance plans shall be considered a joint responsibility of the Association and the Board.

K. Voluntary Insurance Programs

The Board shall allow payroll deductions for teachers who wish to participate in voluntary insurance programs jointly approved, sponsored or endorsed by the Association and the Board.

L. Section 125

The Section 125 plan shall continue to be available. The Board will be responsible for any administrative costs until such time as funds in the Section 125 forfeiture account have been expended. The Administrator for the plan shall be selected by mutual agreement between the Board and the Association.

ARTICLE XII

Summer School

- A. Pursuant to statute, the Superintendent has determined that summer school salaries will be determined through bargaining. If a state funded summer school program is available a teacher shall be issued a Supplemental Service Teacher's Contract and shall be paid for each hour of instruction at an hourly rate based on his/her regular teacher's contract. This hourly rate shall be computed using the regular teacher's daily rate divided by six (6). One (1) hour shall refer to any hour of time that teachers are required to be on school business. This Article applies to all summer school programs unless otherwise provided for in this agreement.
- B. Summer school teachers shall be paid in two (2) equal installments. The first installment shall be made on the first regular pay period which includes the date that the first half of summer school is completed. The second installment shall be made on the first regular pay period which includes the last day of summer school.

Article XIII

Effect of the Agreement

- A. This Agreement shall constitute the full and complete Master contract between both parties. This Agreement may be changed only through the voluntary, mutual consent of both parties in a written and signed amendment to the Agreement.
- B. If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. This Agreement sets forth the full and complete understanding of the parties hereto and cancels and supersedes any and all agreements previously entered into by and between the parties and cancels and supersedes any past practice, written, or oral.

ARTICLE XIV

Duration of the Agreement

The language of this Agreement shall be effective as of July 1, 2023 and shall continue through June 30, 2025. (IC 20-29-6) This Agreement is made and entered into by and between the Board of Education of the Franklin Township Community School Corporation, County of Marion, State of Indiana, and the Franklin Township Education Association, the exclusive representative of all teachers in the school corporation, and is so attested to by the parties whose signatures appear below.

The undersigned attest to the following:

- 1. A public hearing was held in compliance with I.C. § 20-29-6-1(b) on July 24, 2023, and electronic participation from the parties and/or public was not permitted; and
- 2. A public meeting in compliance with I.C. § 20-29-6-19 was held on September 19, 2023, to discuss the tentative agreement and electronic participation from the governing body and/or public was not permitted.

Mr. Zachary Smith	Mrs. Katie Cadle					
Board President	Association President					
Dr. Bruce Hibbard	 Mrs. Julie Doty					
Superintendent	Negotiation Chairperson/Spokesperson					
September 25, 2023	September 18, 2023					
Date of School Board Approval	Date of Ratification					

APPENDIX A SALARY SCHEDULE

2023-2024

1.25% INCREASE

2024-2025

0.25% INCREASE

1.23/0 INCNEASE									
E	BACH	ELORS	LORS MASTI						
Α	\$	44,785	Α	\$	45,764				
В	\$	45,569	В	\$	46,566				
С	\$	46,366	С	\$	47,381				
D	\$	47,178	D	\$	48,209				
Ε	\$	48,004	Ε	\$	49,052				
F	\$	48,843	F	\$	49,911				
G	\$	49,697	G	\$	50,784				
Н	\$	50,566	Ι	\$	51,673				
I	\$	51,451		\$	52,577				
J	\$	52,352	J	\$	53,497				
Κ	\$	53,270	K	\$	54,433				
L	\$	54,201	Ш	\$	55,387				
М	\$	55,148	М	\$	56,355				
N	\$	56,115	N	\$	57,340				
0	\$	57,097	N O	\$	58,345				
Р	\$	58,095	Р	\$	59,367				
Q	\$	59,112	q	\$	60,406				
R	\$	60,147	R	\$	61,462				
S	\$	61,200	S	\$	62,538				
Т	\$	62,269	S T	\$	63,631				
U	\$	63,359	U	\$	64,745				
V	\$	64,468	V	\$	65,879				
W	\$	65,597	W	\$	67,032				
X Y	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	66,746	X Y	\$	68,206				
	\$	67,914		\$	69,401				
Z	\$	69,102	Z	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	70,613				
			AA	\$	71,848				
			DD	Ċ	72 107				

		0.25%	NCREASE				
E	BACH	IELORS	MASTERS				
Α	\$	44,897	Α	\$	45,878		
В	\$	45,683	В	\$	46,682		
С	\$	46,482	С	\$	47,499		
D	\$	47,296	D	\$	48,330		
Ε	\$	48,124	Е	\$	49,175		
F	\$	48,965	F	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	50,036		
G	\$ \$	49,821	G	\$	50,911		
Н	\$	50,692	Н	\$	51,802		
Ι	\$ \$ \$ \$	51,580	ı	\$	52,708		
J	\$	52,483	J	\$	53,631		
Κ	\$	53,403	K	\$	54,569		
L	\$	54,337	L	\$	55,525		
М	\$	55,286	М	\$	56,496		
Ν	\$	56,255	N	\$	57,483		
0	\$	57,240	0	\$	58,491		
Р	\$	58,240	Р	\$	59,515		
Q	\$	59,260	Q	\$	60,557		
R	\$	60,297	R	\$	61,616		
S	\$ \$ \$ \$	61,353	S	\$	62,694		
Т	\$	62,425	Т	\$	63,790		
U	\$	63,517	U	\$	64,907		
V	\$	64,629	V	\$	66,044		
W	\$	65,761	W	\$	67,200		
Χ	\$ \$	66,913	Χ	\$	68,377		
Υ	\$	68,084	Υ	\$	69,575		
Z	\$	69,275	Z	\$	70,790		
			AA	\$	72,028		
			BB	\$	73,290		
			CC	\$ \$ \$ \$ \$ \$ \$	74,572		
			DD	\$	75,877		
			EE \$ 77,205				
			FF \$ 78,554				
			I ———				

AA	\$ 71,848
BB	\$ 73,107
CC	\$ 74,386
DD	\$ 75,688
EE	\$ 77,012
FF	\$ 78,358
GG	\$ 79,730
НН	\$ 81,126
	\$ 82,546
JJ	\$ 83,990
KK	\$ 85,460
LL	\$ 86,956
MM	\$ 88,476
NN	\$ 90,025
00	\$ 91,602

GG

79,929

APPENDIX B NEW HIRE PLACEMENT CHART

2023-2024

2024-2025

BACHELORS			MASTERS			BACHELORS			MASTERS			
0	\$	44,785	0	\$	45,764		0	\$	44,897	0	\$	45,878
1	\$	45,569	1	\$	46,566		1	\$	45,683	1	\$	46,682
2	\$	46,366	2	\$	47,381		2	\$	46,482	2	\$	47,499
3	\$	47,178	3	\$	48,209		3	\$	47,296	3	\$	48,330
4	\$	48,004	4	\$	49,052		4	\$	48,124	4	\$	49,175
5	\$	48,843	5	\$	49,911		5	\$	48,965	5	\$	50,036
6	\$	49,697	6	\$	50,784		6	\$	49,821	6	\$	50,911
7	\$	50,566	7	\$	51,673		7	\$	50,692	7	\$	51,802
8	\$	51,451	8	\$	52,577		8	\$	51,580	8	\$	52,708
9	\$	52,352	9	\$	53,497		9	\$	52,483	9	\$	53,631
10	\$	53,270	10	\$	54,433		10	\$	53,403	10	\$	54,569
11	\$	54,201	11	\$	55,387		11	\$	54,337	11	\$	55,525
12	\$	55,148	12	\$	56,355		12	\$	55,286	12	\$	56,496
13	\$	56,115	13	\$	57,340		13	\$	56,255	13	\$	57,483
14	\$	57,097	14	\$	58,345		14	\$	57,240	14	\$	58,491
15	\$	58,095	15	\$	59,367		15	\$	58,240	15	\$	59,515
16	\$	59,112	16	\$	60,406		16	\$	59,260	16	\$	60,557
17	\$	60,147	17	\$	61,462		17	\$	60,297	17	\$	61,616
18	\$	61,200	18	\$	62,538		18	\$	61,353	18	\$	62,694
19	\$	62,269	19	\$	63,631		19	\$	62,425	19	\$	63,790
20	\$	63,359	20	\$	64,745		20	\$	63,517	20	\$	64,907
21	\$	64,468	21	\$	65,879		21	\$	64,629	21	\$	66,044
22	\$	65,597	22	\$	67,032		22	\$	65,761	22	\$	67,200
23	\$	66,746	23	\$	68,206		23	\$	66,913	23	\$	68,377
24	\$	67,914	24	\$	69,401		24	\$	68,084	24	\$	69,575
25	\$	69,102	25	\$	70,613		25	\$	69,275	25	\$	70,790
			26	\$	71,848					26	\$	72,028
			27	\$	73,107					27	\$	73,290
			28	\$	74,386					28	\$	74,572
			29	\$	75,688					29	\$	75,877
			30	\$	77,012					30	\$	77,205
			31	\$	78,358					31	\$	78,554
			32	\$	79,730					32	\$	79,929
			33	\$	81,126					33	\$	81,329
			34	\$	82,546					34	\$	82,752
			35	\$	83,990					35	\$	84,200
			36	\$	85,460					36	\$	85,674
			37	\$	86,956					37	\$	87,173
			38	\$	88,476					38	\$	88,697
			39	\$	90,025					39	\$	90,250
			40+	\$	91,602					40+	\$	91,831

APPENDIX C PAY DATES

PAY DATES		
08/18/23	08/16/24	
09/01/23	08/30/24	
09/15/23	09/13/24	
09/29/23	09/27/24	
10/13/23	10/11/24	
10/27/23	10/25/24	
11/10/23	11/08/24	
11/22/23	11/22/24	
12/08/23	12/06/24	
12/22/23	12/20/24	
01/05/24	01/03/25	
01/19/24	01/17/25	
02/02/24	01/31/25	
02/16/24	02/14/25	
03/01/24	02/28/25	
03/15/24	03/14/25	
03/29/24	03/28/25	
04/12/24	04/11/25	
04/26/24	04/25/25	
05/10/24	05/09/25	
05/24/24	05/23/25	
06/07/24	06/06/25	
06/21/24	06/20/25	
07/05/24	07/03/25	
07/19/24	07/18/25	
08/02/24	08/01/25	

APPENDIX D INSURANCE PLANS

^{*}The Board shall offer teachers a health insurance plan as agreed to between the parties for a twelve (12) month period beginning January 1. The Board shall contribute monthly the premium amounts listed below.

HEALTH INSURANCE				
Effective January 1, 2024				
Full Time Teachers	Teacher	Teacher/ Spouse	Teacher/ Children	Teacher/ Family
Plan 1/2		Not Offered		
Plan 3				
Monthly Corp Share	\$529.20	\$1325.00	\$1058.40	\$1600.00
Plan 4				
Monthly Corp Share	\$521.10	\$1163.70	\$999.22	\$1368.50
Plan 5				
Monthly Corp Share	\$521.10	\$1163.70	\$999.22	\$1368.50
	DENTAL I	NSURANCE		
Full Time Teachers	Teacher	Teacher/ Spouse	Teacher/ Children	Teacher/ Family
Core Dental				
Monthly Corp Share	\$30.00	\$30.00	\$30.00	\$30.00
Enhanced Dental				
Monthly Corp Share	\$30.00	\$30.00	\$30.00	\$30.00
VISION INSURANCE				
Full Time Teachers	Teacher	Teacher/ Spouse	Teacher/ Children	Teacher/ Family
Monthly Corp Share	\$8.00	\$12.16	\$12.16	\$12.16

^{*}All Corporation shares are a fixed dollar amount.

^{*}The HSA account provider will be chosen by the Joint Finance Committee.

HEALTH INSURANCE				
	Effective January 1, 2025			
Full Time Teachers	Teacher	Teacher/ Spouse	Teacher/ Children	Teacher/ Family
Plan 3				
Monthly Corp Share	\$555.64	\$1351.50	\$1079.58	\$1632.00
Plan 4				
Monthly Corp Share	\$547.16	\$1186.98	\$1019.20	\$1395.86
Plan 5				
Monthly Corp Share	\$547.16	\$1186.98	\$1019.20	\$1395.86

APPENDIX E EXTENDED CONTRACTS

The following extended contracts shall be paid at the teacher's regular per diem rate:

Media Center Specialists Elementary 10 days

Intermediate/Junior High 10 days

High School 10 days

Guidance Directors Intermediate 15 days

Junior High 15 days High School 20 days

Guidance Counselors Intermediate 5 days

Junior High 5 days High School 8 days

Vocational Educator Directors High School Cooperative Education 20 days

High School Business Office Lab 5 days

Department Coordinator Junior High 10 days

High School 10 days

The number of days are noted for informational purposes only and were not bargained, however, wages for the additional contracted days were bargained.

APPENDIX F

EXTRA-CURRICULAR COMPENSATION

Number of positions are included for informational purposes only and were not bargained.

Elementary ECA

E/Approved Curriculum Clubs (35)	536.00

Intermediate Academic ECA

Int/Grade Level Representative (8)	1000.00
Int/Guidance Director (2)	2448.00
Int/Choir Director (2)	1747.00
Int/Orchestra Director (2)	1747.00
Int/Band Director (3)	1747.00
Int/Robotics (2)	1136.00
Int/Robotics Assistant (2)	605.00
Int/Student Council (2)	536.00
Int/6th Grade Academic Coach (2)	1112.00
Int/Approved Curriculum Clubs (16)	536.00
Int/Intermediate Supervisor Intramurals Fall (1)	1112.00
Int/Intermediate Supervisor Intramurals Winter (1)	1112.00
Int/Intermediate Supervisor Intramurals Spring (1)	1112.00

Junior High Academic ECA

JH/Dept Chair/1-3 (0)	2597.00
JH/Dept Chair/4-11 (1)	3636.00
JH/Dept Chair/12+ (6)	4675.00
JH/Guidance Director (1)	2448.00
JH/Choir Director (2)	1747.00
JH/Choir Assistant (0)	1000.00
JH/Orchestra Director (2)	1747.00
JH/Orchestra Assistant (0)	1000.00
JH/Theatre Director (2)	1747.00
JH/Theatre Assistant (0)	1000.00
JH/Show Choir Director (2)	1747.00
JH/Show Choir Assistant (1)	1000.00
JH/Band Director (2)	1747.00
JH/Band Assistant (0)	1000.00
JH/Academic Coach (2)	1112.00
JH/Robotics (1)	1136.00
JH/Robotics Assistant (1)	605.00
JH/Student Council (2)	536.00
JH/National Jr. Honor Society (2)	536.00

JH/Approved Curriculum (10)	536.00
JH/Student Publication (1)	1112.00
JH/BPA (1)	536.00
JH/We The People (1)	536.00
JH/eSports (1)	536.00

Junior High School Athletic ECA

Coaching Longevity Pay 5 Years	261.00
Coaching Longevity Pay 10 Years	523.00
Coaching Longevity Pay 15 Years	1000.00
Coaching Longevity Pay 20 Years	2500.00
JH/Baseball 7th Grade Head Coach	2785.00
JH/Baseball 7th Grade Assistant	1813.00
JH/Baseball 8th Grade Head Coach	2785.00
JH/Baseball 8th Assistant	1813.00
JH/Softball 7th Grade Head Coach	2785.00
JH/Softball 7th Grade Assistant	1813.00
JH/Softball 8th Grade Head Coach	2785.00
JH/Softball 8th Grade Assistant	1813.00
JH/Basketball 7th Boys A Team	4047.00

JH/Basketball 7th Boys B Team	2632.00
JH/Basketball 7th Boys C Team (0)	2632.00
JH/Basketball 8th Boys A Team	4047.00
JH/Basketball 8th Boys B Team	2632.00
JH/Basketball 8th Boys C Team (0)	2632.00
JH/Basketball 7th Girls A Team	4047.00
JH/Basketball 7th Girls B Team	2632.00
JH/Basketball 7th Girls C Team (0)	2632.00
JH/Basketball 8th Girls A Team	4047.00
JH/Basketball 8th Girls B Team	2632.00
JH/Basketball 8th Girls C Team (0)	2632.00
JH/Football 7th Grade Head Coach	4047.00
JH/Football 7th Grade Assistant (4)	2424.00
JH/Football Head 8th Grade Head Coach	4047.00
JH/Football 8th Grade Assistant (4)	2424.00
JH/Wrestling Head Coach (1)	2986.00
JH/Wrestling Assistant Boys (1)	1942.00
JH/Wrestling Assistant Girls (1)	1942.00
JH/Swim Boys Head Coach (1)	3182.00
JH/Swim Girls Head Coach (1)	3182.00

JH/Swim Assistant (1)	2071.00
JH/Track Boys Head Coach	3216.00
JH/Track Boys Assistant (3)	2093.00
JH/Track Girls Head Coach	3216.00
JH/Track Girls Assistant (3)	2093.00
JH/Cross Country Head Boys Coach	2785.00
JH/Cross Country Head Girls Coach	2785.00
JH/Cross Country Assistant (5)	1813.00
JH/Tennis Head Boys Coach	2785.00
JH/Tennis Boys Assistant	1813.00
JH/Tennis Head Girls Coach	2785.00
JH/Tennis Girls Assistant	1813.00
JH/Golf Head Boys Coach	2785.00
JH/Golf Boys Assistant	1813.00
JH/Golf Head Girls Coach	2785.00
JH/Golf Girls Assistant	1813.00
JH/Volleyball 7th Grade Head Coach Girls (2)	2785.00
JH/Volleyball 8th Grade Head Coach Girls (2)	2785.00
JH/Volleyball 7th Grade Head Coach Boys (2)	2785.00
JH/Volleyball 8th Grade Head Coach Boys (2)	2785.00

JH/Soccer Boys Head Coach	2785.00
JH/Soccer Boys Assistant (3)	1813.00
JH/Soccer Girls Head Coach	2785.00
JH/Soccer Girls Assistant (3)	1813.00
JH/Cheer Head Fall	1813.00
JH/Cheer Assistant Fall	1178.00
JH/Cheer Head Coach Winter	2785.00
JH/Cheer Assistant Winter	1813.00
JH/Unified Sports (2)	1813.00
JH/Weight and Fitness Supervisor Fall	1500.00
JH/Weight and Fitness Supervisor Winter	1500.00
JH/Weight and Fitness Supervisor Spring	1500.00

FTLC ECA

Department Leader (2)	2597.00

High School Academic ECA

HS/Dept Chair/1-3 (0)	2597.00
HS/Dept Chair/4-11 (7)	3636.00
HS/Dept Chair/12+ (5)	4675.00

HS/Guidance Director (1)	4416.00
HS/Prom Director (1)	536.00
HS/Commencement Director (1)	1747.00
HS/Auditorium Director (1)	5000.00
HS/Radio Director (1)	5000.00
HS/Class Sponsor (4)	605.00
HS/Band Director (2)	5000.00
HS/Marching Band Director (2)	5000.00
HS/Summer Band Director (2)	3131.00
HS/Band Assistant Director (2)	3131.00
HS/ Musical Pit Director (1)	1136.00
HS/Orchestra Director (1)	5000.00
HS/Orchestra Assistant (1)	3131.00
HS/Summer Orchestra Director (1)	1136.00
HS/Choral Director (3)	1136.00
HS/Show Choir Director (3)	5000.00
HS/Show Choir Assistant (3)	3131.00
HS/Show Choir Band Director (1)	1747.00
HS/Summer Show Choir Director (3)	1747.00
HS/Theatre Director (2)	5000.00

HS/Theatre Assistant (0)	3131.00
HS/Speech Coach (1)	1647.00
HS/Brain Game (1)	1136.00
HS/Academic Coach (2)	1747.00
HS/ Robotics (1)	1747.00
HS/ Robotics Assistant (1)	1136.00
HS/Student Council (2)	1747.00
HS/We the People (1)	1136.00
HS/National Honor Society (2)	536.00
HS/Approved Curriculum Club (25)	536.00
HS/Community Service Coordinator (4)	1136.00
HS/ eSports (1)	1136.00

High School Athletic ECA

HS/Baseball Varsity Head Coach (1)	7378.00
HS/Baseball Assistant (2)	4427.00
HS/Baseball JV Head Coach (1)	4427.00
HS/Baseball Freshman (1)	4427.00
HS/Softball Varsity Head Coach (1)	7378.00
HS/Softball Assistant (2)	4427.00

HS/Softball JV Head Coach (1)	4427.00
HS/Softball Freshman Head Coach (1)	4427.00
HS/Basketball Varsity Boys (1)	11000.00
HS/Basketball Assistant Coach (3)	5749.00
HS/Basketball JV Boys (1)	5749.00
HS/Basketball Freshman Boys (1)	5749.00
HS/Basketball Varsity Girls (1)	11000.00
HS/Basketball Assistant Coach (3)	5749.00
HS/Basketball JV Girls (1)	5749.00
HS/Basketball Freshman Girls (1)	5749.00
HS/Football Varsity (1)	11000.00
HS/Football Assistant) (7)	5749.00
HS/Football JV Head (1)	5749.00
HS/Football Freshman Head (1)	5749.00
HS/Football Freshman Assistant (4)	3700.00
HS/Wrestling Head Boys (1)	7378.00
HS/Wrestling Assistant Boys (3)	4427.00
HS/Wrestling Head Girls (1)	7378.00
HS/Wrestling Assistant Girls (3)	4427.00
HS/Swim Head Boys (1)	7378.00

HS/Swim Head Girls (1)	7378.00
HS/Swim Assistant Boys (1)	3450.00
HS/Swim Assistant Girls (1)	3450.00
HS/Diving Coach	3450.00
HS/Track Head Boys (1)	7378.00
HS/Track Assistant Boys (4)	4427.00
HS/Track Head Girls (1)	7378.00
HS/Track Assistant Girls (4)	4427.00
HS/Unified Sports Head Coach (2)	3450.00
HS/Unified Sports Assistant (2)	2174.00
HS/Cross Country Head Boys (1)	5749.00
HS/Cross Country Assistant Boys (2)	3450.00
HS/Cross Country Head Girls (1)	5749.00
HS/Cross Country Assistant Girls (2)	3450.00
HS/Tennis Head Boys (1)	5749.00
HS/Tennis Assistant Boys (1)	3450.00
HS/Tennis Head Girls (1)	5749.00
HS/Tennis Assistant Girls (1)	3450.00
HS/Volleyball Head Girls (1)	7378.00
HS/Volleyball Assistant Girls (2)	4427.00

HS/Volleyball JV Girls (1)	4427.00
HS/Volleyball Freshman Girls (1)	3700.00
HS/Volleyball Head Boys (1)	7378.00
HS/Volleyball Assistant Boys (2)	4427.00
HS/Volleyball JV Boys (1)	4427.00
HS/Volleyball Freshman Boys (1)	3700.00
HS/Golf Head Boys (1)	4819.00
HS/Golf Assistant Boys	3450.00
HS/Golf Head Girls (1)	4819.00
HS/Golf Assistant Girls (1)	3450.00
HS/Soccer Varsity Head Coach Boys (1)	7378.00
HS/Soccer Assistant Boys (1)	4427.00
HS/Soccer JV Boys (1)	4427.00
HS/Soccer Freshman Boys (1)	4427.00
HS/Soccer Varsity Head Coach Girls (1)	7378.00
HS/ Soccer Assistant Girls (1)	4427.00
HS/Soccer JV Girls (1)	4427.00
HS/Soccer Freshman Girls (1)	4427.00
HS/Cheer Head Fall (1)	3450.00
HS/Cheer Assistant Fall (2)	2174.00

HS/Cheer Head Winter (1)	3450.00
HS/Cheer Assistant Winter (2)	2174.00
HS/Gymnastics Head (1)	5749.00
HS/Fitness and Aquatics Director (1)	4819.00
HS/Sparkle Squad (2)	1136.00
HS/Dance Team Fall (1)	1136.00
HS/Dance Team Winter (1)	1136.00
HS/Bowling	1136.00
HS/Strength Assistant Fall (2)	1500.00
HS/Strength Assistant Winter (2)	1500.00
HS/Strength Assistant Spring (2)	1500.00
HS/Concessions Stand Manager (1)	5400.00

^{*}Longevity pay is calculated for length of years coaching in an individual sport.