

FREMONT COMMUNITY SCHOOLS
MASTER CONTRACT
JULY 1, 2019 THROUGH JUNE 30, 2021

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FREMONT COMMUNITY SCHOOLS
MASTER CONTRACT

July 1, 2019 through June 30, 2021

Agreement made this 21st day of October, 2019, between the Fremont Community Schools Board of Trustees, hereinafter, the Governing Body and the Fremont Classroom Teachers' Association, hereinafter the Exclusive Representative.

The parties to this agreement, in consideration of the mutual covenants and stipulations set out, agree as follows:

ARTICLE I
INSTRUMENT AS ENTIRE AGREEMENT

This Master Contract is subject to bargaining pursuant to the Indiana Code 20-19-6. This contract does not include language pertaining to the teacher evaluation plan, rubric and/or tool.

This Master Contract supersedes and cancels all previous agreements, whether verbal or written by the exclusive representative and the governing body. This Master Contract contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this contract shall be valid or binding; this contract may not be enlarged, modified, or altered except in writing signed by both parties and endorsed on this agreement.

Article II
Recognition

The Board recognizes the Fremont Classroom Teacher Association as the Exclusive Representative of Certificated School Employees in the following bargaining unit:

All Certificated School Employees with a regular or supplemental teacher contract, as defined in IC 20-29-2-5 and IC 20-29-2-13, in the Fremont Community School Corporation, Fremont, Indiana, but excluding the Superintendent, Principals, Assistant Principals, and Athletic Director.

Definitions

As used in this contract:

1. "Board: means the Board of School trustees of the Fremont Community Schools and any person(s) authorized to act for said body in dealing with its employees.
2. "School Corporation" means the Fremont Community School Corporation of the County of Steuben of the State of Indiana.
3. "Certificated School Employee(s)" and "Teacher(s)" means the certificated personnel employed on a regular or supplemental contract by the school employer in the bargaining unit as defined in Article I of the Contract.

4. "Association" means the Fremont Classroom Teacher Association, the school employee organization, which has been certified or recognized as the exclusive representative of said certificated school employees or the person(s) duly authorized to act on behalf of such representative.
5. A regular teacher contract means those certificated employees who are part time or full time employees under a regular or supplemental teacher contract, except those exempted in Article I.

ARTICLE III ABSENCES/LEAVES

The Absence Leave Bank established in school year 1979-80, between the Governing Body and the Exclusive Representative will be maintained. An Absence Leave Bank-Committee will be administered by a group of three (3) teachers. One from each school building and the superintendent. The Committee shall annually select a chairperson and develop procedures for all items pertaining to use of the days in the Absence Leave Bank. They shall specifically approve or disapprove applications for absence leave from the bank. The decision of the committee shall be final.

1. In the event of death(s) within the immediate family (employee's spouse, parents and grandparents, children and grandchildren, brothers and sisters, aunts and uncles, mother in-law and father in-law, brothers in-law and sisters in-law, daughters in-law and sons in-law, including adopted, half, and step members) the employee shall receive full compensation for bereavement for a period of not more than five (5) days, within eight (8) consecutive days, beyond the date of death. If more than one death in the immediate family should occur, five (5) days shall be granted for each. These periods of leave shall not be deducted from absence leave. Two (2) additional absence days may be granted by the building principal if the teacher can substantiate such a need.
2. Principals may grant teachers professional leave day(s) for the purpose of visiting other schools, attending meetings, conferences, seminars, workshops, or professional development relating to, and in the best interest of their educational responsibilities. The principal may deny professional leave if twenty-four (24) hours prior notice is not given by the teacher. The principal has the right to limit the number of leaves.
3. The Governing Body will pay a teacher for work related court appearances resulting from a subpoena to testify in a court proceeding or jury duty, the difference between what the court pays said teacher and the teacher's daily wage. However, if a teacher is charged in a school-connected criminal matter requiring an appearance in court, pay shall not be granted if the teacher is proven guilty of the charge.
4. A teacher may receive up to one year for maternity leave. If sick leave days are available, a teacher may use these days based on the doctor's prescription that she should be at home before and after the child's birth. Once a doctor indicates the teacher is able to return to work, the remaining days of the leave are without pay and teachers will be financially responsible for their portion of their insurance. FMLA can run concurrent with the pregnancy leave as per FMLA guidelines.

5. Summer School. Teachers involved in summer employment, in a certificated assignment in the school corporation, shall be eligible to use all of the leave privileges as used in the regular year and such use shall be charged against the previous school year accumulations.
6. Four (4) days shall be granted each year for the Exclusive Representative's President, or designee, to use while conducting business required due to the responsibilities of the office. Such leave shall be paid but shall in no way be accumulative. Two (2) additional days shall be granted for Exclusive Representatives to lobby in the State Capital, paid by the Exclusive Representative. The Exclusive Representative shall reimburse the Corporation for the cost of a substitute required for the president or designee.
7. When a child is legally placed by court action or adoption, in the home of a teacher, said teacher shall be granted up to three (3) days leave with pay.
8. When a child is born to the spouse of a teacher, said teacher may receive up to three (3) days leave with pay.
9. Absence days will be cumulative at the rate of twelve (12) days in the first year a teacher is hired and nine (9) days each year thereafter. The minimum length of an absence day will be one-half (1/2) day.

Absence days may accumulate up to 90 but the LTD insurance takes effect in the case of extended illness or absence. Absence days and LTD insurance cannot run concurrently.

Absence days are not to be used to extend school vacations or to avoid attendance at scheduled in-services/professional development unless such an absence is due to emergency illness, family illness, and events to include, but not limited to, military functions, wedding, relocating college children, graduation, and out of family funerals not covered by bereavement. Scheduled teacher work days prior to and/or after a scheduled school vacation, (excluding weekends) shall be without pay, **unless prior approval from district superintendent**. Absence days will be deducted from the employee. Proof of illness may be required upon return to work.

No more than three consecutive school days may be used at one time for personal leave.

10. Those teachers transferring accumulated sick days from other school corporations will receive three (3) additional sick days each year in year two (2) and each year thereafter until their sick day transfers are completed.

ARTICLE IV

MEDICAL INSURANCE AND INCOME PROTECTION BENEFITS

1. Teacher entitlement to insurance and income protection benefits will be determined in proportion to the extent of his/her contract. The employer's cost for insurance may not exceed 12% of the State Board payment for insurance. Exceeding this percentage may result in a change of cost and/or benefits.

2. The parties mutually agree that the employer will pay \$5,380 towards a single medical health insurance premium and \$15,545 towards a family medical health insurance premium.

The parties mutually agree that the Employer will pay \$330.00 towards a single dental insurance premium and \$825.58 towards a family dental insurance premium.

The parties mutually agree that the employer will pay \$41.76 towards a single vision insurance premium and \$99.00 towards a family vision insurance premium.

Employer contributions shall be bargained annually.

3. The Employer will provide a \$50,000 (paid up) term life insurance policy for each full-time certificated teacher, with an accidental death/dismemberment provision included while employed. Employees hired prior to July 1, 2014 will carry 30% of the partial benefit into retirement at no cost to him/her if said employee retires under the Indiana State Teachers Retirement Fund Rule of 85 and has been a Fremont Community Schools employee for ten (10) years.
4. During the length of this contract, the Employer shall pay up to \$165.00 per year for an income protection plan which shall guarantee a teacher's income equal to 2/3 of the base salary in the event the teacher is unable to perform teaching duties.
5. A Section 125 Plan administered by a company jointly selected with the Exclusive Representative and the Governing Body through the Discussion process will be available to all eligible employees.
6. Medical insurance for retired employees (Rule 85) may be purchased by the retiree who does not qualify for Medicare (age 65). When Medicare age is reached the retiree will be removed from our plan.

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

- a. The teacher was enrolled in the Corporation's group health insurance plan during the school year immediately before severance;
- b. While the retired teacher and spouse, if any, remain enrolled in the health insurance plan, the retired teacher and spouse shall pay the entire insurance premium applicable to the insurance coverage, with monthly payments to be made on or before the 20th day of each month preceding the month of coverage.
- c. Within 60 days of the severance date, the teacher has provided a written request to the School Corporation for continuing insurance coverage for the teacher and spouse, if any; and

When a retired teacher first becomes eligible for Medicare, the teacher's eligibility to continue to participate in the Corporation's group health insurance plan shall terminate, if not earlier terminated according to applicable law. (The same termination of eligibility shall also apply when a retired teacher's spouse first becomes eligible for Medicare.)

7. All of the above insurance benefits shall begin October 1, and shall continue for the duration of this contract providing the teacher completes a regular school year of employment. The Board, upon concluding discussion with the Association, shall select/change the insurance carrier.
8. A teacher who is absent from work due to any injury received while fulfilling duties related to school employment shall receive regular pay for those days without reduction in accumulated absence leave until Worker's Compensation payment begins. Thereafter, the Board shall pay to the teacher the difference between the compensation payment plus disability insurance payments and the contractual salary of the Employee without reduction of accumulated absence leave. The Board payments shall cease after one year from time of accident.

The Board shall pay any difference between the medical costs not covered by Worker's Compensation, and the FCS portion of the Employee's health insurance and all other established school insurance for a period of one year from time of accident.

ARTICLE V SALARY

1. Teachers will be compensated in 26 bi-weekly pays.
2. All teachers will have their checks direct deposited to their bank.
3. 401(a) deposits made by Fremont Community Schools on behalf of an employee covered by this contract will be with VALIC. This recipient may be changed by the mutual agreement of both parties.
 - a. The Corporation can forward salary deductions and other programs requiring a salary deduction to the limits allowed by the Code for an employee to approved investment vendors. Written authorization must be in the Corporation Treasurer's office at least 15 days prior to the payroll affected.
 - b. The Corporation will maintain a list of approved investment vendors (e.g. American Fidelity, VALIC, MG Trust/American and Funds). A new vendor must have eight (8) clients enrolled to be included in our payroll and must meet federal regulations.

FCS Compensation Model for 2019-21 (based on 2018-19 & 2019-20 performance: Teachers rated "ineffective" and "improvement needed" will not be eligible to be part of the compensation increase formula), except those who are eligible per I.C. 20-28-9-1.59d

1. Any teacher who receives a compensation increase and is later (due to delays in data/results/info/etc.) determined to be rated less than effective shall fully repay FCS prior to the last pay of the school year. Money repaid to FCS will be reallocated to the 2018-19/19-20 compensation model formula and provided to all teachers as a one-time stipend pay.
2. The range of pay for full time bargaining unit members (**\$39,091 - \$74,683 in 2019-2020**). Salaries for part-time teachers shall be the appropriate salary amount multiplied by

the percentage of a full work day. This will include any compensation formula, stipend and any other additional money.

3. Starting Salary. The annual salary for teachers new to Fremont Community Schools, but having prior teaching experience, shall be determined by the Superintendent following discussion with the FCTA president or FCTA Board Member and will require approval from the school board. All teachers without prior experience, except for identified "High-need" areas which shall be discussed by the Superintendent and FCTA president or FCTA Board Member, shall start at the base salary. Recognized experience will include accredited public schools. The Superintendent's recommendation will be within 5% above or below the average salary of a current FCS teacher with the same or nearest the same years of teaching experience and degree earned.
4. Extra-Curricular Activities salary schedule will remain outside of the compensation model. ECA compensation is not a part of base salary.
5. INPRS, FICA, and Long Term Disability will remain at current %'s of base salary unless/until legally mandated to be adjusted.
6. Any teacher who was not contracted 120 days in a school year will not be eligible for any increased compensation.
7. An FCS teacher who separated employment prior to the next school year will not receive any increases resulting from the compensation model. An FCS teacher who separates employment during the school year will have any compensation model increases pro-rated.

ARTICLE VI GRIEVANCE PROCEDURE

A "Grievance" is an alleged violation or claimed misapplication or misrepresentation of the intent of a specific article or section of this Contract. (APPENDIX C)

A teacher, or group of teachers, may present a grievance and may do so through the Exclusive Representative. The Exclusive Representative may thus be given an opportunity to be present at all stages of the Grievance Procedure. A grievance may not be used for a termination. They shall be guided by the following procedure:

Step One: Within twenty (20) consecutive school days of the time the grievant knew of the grievance, the grievant shall informally contact the building principal and present the grievance.

Within five (5) consecutive school days the principal shall orally answer the grievant. If no response is made within that time, the grievance shall be deemed denied and the grievant may proceed to the next step.

Step Two: In the event the grievant feels the grievance has not been resolved by Step One, the grievant may file a formal grievance in writing on the form mutually agreed to and attached to this Contract. (APPENDIX C)

The Grievance Form should be filed as soon as possible, but after twenty (20) consecutive school days from the principal's oral response to the grievant if no formal grievance has been filed with the principal, the grievance shall be deemed waived and shall not be processed.

The grievant may request a meeting with the principal. The principal must reply in writing to the grievant within five (5) consecutive school days of receipt of the formal grievance form and the principal's remedy shall be attached to the grievance. If no response is made within that time, the grievance shall be deemed denied and the grievant may proceed to the next step.

Step Three: If the grievance is not resolved in Step Two, the grievant may within twenty (20) consecutive school days of the receipt of the principal's answer, appeal to the Superintendent by filing the grievance and the principal's answer, along with a written response, if desired, with the Office of the Superintendent, which shall receipt therefore.

A meeting between the grievant and the Superintendent shall be held on or before ten (10) consecutive school days of the filing of the grievance with the Superintendent or the grievant.

The principal involved shall be present at such meeting if requested by the Superintendent or the grievant.

The Superintendent shall give the grievant an answer in writing no later than five (5) consecutive school days from the formal meeting. If no response is made within that time, the grievance shall be deemed denied and the grievant may proceed to the next step.

Step Four: The grievant who, after Step Three, still feels that satisfaction has not been received may appeal the decision of the Superintendent to the Board. Such appeal shall be made within twenty (20) consecutive school days from the receipt of the decision of the Superintendent. The Board shall hold a private hearing on the grievance at a regular or special meeting within thirty (30) days following the receipt of the written statement. The grievant may file a written response to the Superintendent and have it attached to the grievance form, along with all other written documents, when the appeal to the Board President is mailed.

The Board shall render its written decision to the grievant within ten (10) consecutive school days from the date of the hearing.

IN WITNESS WHEREOF, the parties have executed this agreement on October 21st, 2019.

FOR THE EXCLUSIVE REPRESENTATIVE

FOR THE GOVERNING BOARD

James Dirig, Chairperson
FCTA Bargaining Team

Gary Baker, President
FCS Board of Trustees

Eric Wirick
FCTA Bargaining Team

Laura McLatcher, Vice President
FCS Board of Trustees

Candace Miller
FCTA Bargaining Team

Kim Bennett, Secretary
FCS Board of Trustees

Cindy Callahan
FCTA Bargaining Team

William Stitt
Superintendent/CFO

James Clary
FCTA Bargaining Team

Drew Kuespert
FCTA Bargaining Team
FCTA President

APPENDIX A
GRIEVANCE FORM

1. Employee(s) filing grievance _____

2. Statement of facts involved in the alleged grievance _____

3. Provision(s) of Master Contract allegedly violated, misinterpreted or misapplied _____

4. Specific relief requested _____

5. Action at each level of procedure _____

6. Date filed: _____

7. Grievant(s) _____

If any of the above items need additional space for explanation or comment, please attach sheet.

APPENDIX B
RETIREMENT

Retirees prior to July 1, 2004 but hired before September 1997

Section 1 An individual who is employed with Fremont Community Schools as a bargaining unit member at the time of retirement or severance from employment will be eligible for the following severance benefits provided the teacher has otherwise satisfied the requirements and conditions described below.

A. Group Health Insurance (Subject to Anthem document entitled “Amendment to Master Contract Addendum A”: Immediately following severance, the teacher and his/her spouse, if any, shall have the option of remaining in the Corporation's current group health insurance plan with the same plan if all the following conditions are met as of the date of severance and thereafter:

1. Retirees must have 10 years of creditable employment with FCS and must be 55 years of age to be eligible for early retiree coverage.
2. The teacher must qualify to retire under “The Rule of 85” set forth by INPRS (Teacher Retirement Fund).
3. The teacher was enrolled in the Corporation's group health insurance plan during the school year immediately before severance;
4. While the retired teacher and spouse, if any, remain enrolled in the health insurance plan, the retired teacher and spouse shall pay the entire insurance premium applicable to the insurance coverage, with monthly payments to be made on or before the first day of each month; and
5. Within sixty (60) days of the severance date, the teacher has provided a written request to the School Corporation for continuing insurance coverage for the teacher and spouse, if any.
6. Coverage will be terminated the last day of the month following termination.
7. The Corporation may elect to provide an employee and spouse premium for retirees in place of current family plan.
8. Retiree coverage will end at age 65 (unless coverage already terminated; note next paragraph).

When a retired teacher first becomes eligible for Medicare, the teacher's eligibility to continue to participate in the Corporation's group health insurance plan shall terminate, if not earlier terminated according to applicable law. (The same termination of eligibility shall also apply when a retired teacher's spouse first becomes eligible for Medicare.) It is acknowledged that the parties intend these provisions to comply with applicable federal and state laws that establish an eligible teacher's right to continue health insurance for the teacher and spouse. Therefore, this right to extended coverage shall not override or extend any rights to continuing health care coverage as required by COBRA.

- B. Term Life Insurance: If an individual was employed as a bargaining unit member for at least ten (10) years at the time of retirement, and the retired teacher otherwise qualifies under the eligible class for retirement as defined by the school corporation's life term insurance carrier, the retired teacher may purchase additional individual term life insurance up to \$35,000 within 31 days after his/her life insurance ends. To continue this coverage, the retired teacher must pay the entire insurance premium applicable to the term life insurance coverage as determined by our carrier at market value. Such premium payment shall be adjusted and made annually on or before the 31st day of December. (Conversion Form is attached as an appendix.)
- C. Deposits:
1. When the corporation deposits money to each teacher in a 401 or VEBA, the deposit will be made with VALIC.
- D. Employees hired after the first day of September 2003 shall not be entitled to any payment for the eliminated retirement bridge or severance benefits. In other words, no contribution shall be made for individuals hired or rehired on or after the first day of September 2003.
- E. Amounts deposited by the School Corporation on behalf of a teacher hired before July 1, 2004 and forfeited upon termination of employment because of the failure to meet the applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently rehired or re-employed by the school corporation. However, if the Board approves a leave of absence for an employee, such period of leave shall not result in forfeiture, provided the employee shall promptly return to employment following the expiration of the period of leave.

Section 2 Entitlement to Retirement Benefits and Vesting Requirements: Upon retirement from the Fremont Community School Corporation, a teacher hired prior to July 1, 2004, shall be fully vested in the retirement benefits described in this Article if the retiring teacher has satisfied the following requirements:

- A. In the year (August 1 through July 31) of the teacher's retirement, the retiring teacher must satisfy either of the following:
1. The retiring teacher's age in years plus the retiring teacher's years of service as a professional educator total at least eighty-five (85) with a minimum age of 55; or
 2. The teacher is at least age fifty (50) prior to August 1 of the calendar year of retirement. Immediately prior to retirement, the teacher must have completed not less than ten (10) full years of service as a professional educator with the Fremont Community School Corporation. This option will forfeit the VEBA.

- B. The retiring teacher must submit a written unconditional and irrevocable letter of resignation to both the Board and the Superintendent no later than April 1 of the year when retirement is to begin. However, in the event a teacher is unable to give the required notice because of an accident, ill health, or for another unforeseen reason, the Board shall accept the teacher's late letter of resignation.
- C. Employees hired after the first day of September 2003 shall not be entitled to any payment for the eliminated retirement bridge or severance benefits. In other words, no contribution shall be made for individuals hired or rehired on or after the first day of September 2003.
- D. Amounts deposited by the School Corporation on behalf of a teacher hired before July 1, 2004, and forfeited upon termination of employment because of the failure to meet the applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently rehired or re-employed by the school corporation. However, if the Board approves a leave of absence for an employee, such period of leave shall not result in forfeiture, provided the employee shall promptly return to employment following the expiration of the period of leave.

Section 3 Buy Out Contributions: The employee shall have no access to the assets held in his/her separate 401 (a) plan account until such time that the employee has retired and satisfied the eligibility requirements.

If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in this Article, the terminated employee's 401 (a) plan account shall be forfeited.

The forfeited amounts shall not be returned to the school corporation. Instead, forfeited mounts shall be reallocated at the end of each plan year only among the remaining separate 401(a) plan accounts. Therefore, the 401(a) plan accounts of the following employees will not share in the reallocation of a forfeiture of a 401(a) plan account:

- A. Employees who forfeited their 401(a) plan accounts in the same year;
- B. Employees who previously forfeited their 401(a) plan accounts, and
- C. Employees who terminated employment in or before the year of the reallocated forfeiture.

Following retirement and the satisfaction of the requirements set forth in section 2(a) of this Article, a retired employee may elect to commence distributions from his 401(a) plan account. If an employee dies after having satisfied the requirements of subsection C of this Article, the deceased employee's 401(a) plan account shall be distributable to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made. At no time may a participant borrow from his 401 (a) plan account.

If an employee dies, is terminated due to reduction in force with more than 6 years' experience at FCS, or becomes permanently disabled and no longer able to work, the employee becomes 100% immediately vested in the account and may elect to commence distributions from his/her 401(a) plan account. The deceased employee's 401(a) plan account shall be distributable to the decedents designated beneficiary or to his/her estate if no beneficiary designation has been made. At no time may a participant borrow from his/her 401(a) plan account.

The school corporation shall not be paid any compensation for its services performed on behalf of the 401(a) plan. All costs incurred in the administration of the 401(a) plan and investment fees shall be paid from the 401(a) plan assets.

Section 4 Future Adjustments: The parties agree that this document, or any other provision of this Agreement, does not constitute an expectation of receiving the enumerated retirement benefits by any current employee, future employee, prospective employee or applicant beyond the expiration of this Agreement. Therefore, except as otherwise limited by applicable law, it is understood that the Board and Association may in the future bargain modifications of any kind to this provision, provided however, that the future revision of this Section shall not affect the retirement benefits of teachers already receiving benefits pursuant to this Section.

Section 5 Retirement Savings 401(a) Annuity Plan (Employees — September 1997 — July 2004):

- A. Each bargaining unit member employed during this time period is immediately vested in these individual 401(a) accounts during the time period in Section 4.
- B. The members in this plan share in the forfeiture fund with their group. There are no additional members in this group (July 2004).
- C. As of July 1, 2006, all employees hired after July 1, 2004 will be placed in a new plan with the following requirements and no new members will be allowed:
 - 1. Employees who have been with Fremont Community Schools for at least five years and still employees of Fremont Community Schools immediately have access to their 401(a) account established in this plan.
 - 2. Any employee who leaves prior to completing five years at Fremont Community Schools immediately forfeits their money to this plan.
 - 3. This plan is for employees on a regular full time teaching contract and excludes qualification/participation on a temporary contract.
 - 4. Fremont Community Schools made a one-time deposit of \$2000 for each qualifier during the 2006/07 school year and will no longer have any financial obligation to this plan.

5. Monies forfeited will remain in this plan. The initial \$2000 deposit will revert to this plan to be used for future full time regular teaching contract employees. The interest will be divided among active employees who are still in this plan and employed by Fremont Community Schools.
6. If an employee dies, is terminated due to reduction In force and is not called back the following year, or becomes permanently disabled and no longer able to work, the employee becomes 100% immediately vested in the account and may elect to commence distributions from his/her 401(a) plan account.
7. Any forfeiture in any plan will be divided up among active employees with the Seniority listing being used to determine "shares" or the amount of money each person would receive. "Shares" are determined by years of experience at Fremont Community Schools. (Total amount of money to be distributed divided by the total years' experience at FCS for active employees in each plan equals one share. Multiply the total years of experience by one share to arrive at the share of distribution from the forfeiture account.) During the first two weeks of the school year, the Association will appoint a representative to contact the Superintendent to review any potential forfeiture. If forfeitures are available, the committee will contact VALIC seeking the exact amount of the forfeiture. Once this amount is determined, the Association will determine the value of a share and the committee will notify VALIC of the amount each active remaining member of the plan will receive.

APPENDIX C
COMPENSATION FORMULA

COMPENSATION INCREASE FORMULA FOR 2019-20 & 2020-21 (based on 2018-19/19-20 performance: teacher must be rated Effective or Highly Effective and be continuing employment with FCS for 2019-20/20-21.)

- A. FCS will provide \$130,000 to be used in this formula.
 - a. The salary increase for teachers with zero years of experience will be \$2250 for the 2019-2020 school year.
The salary increase for teachers with one year experience will be \$1000 for the 2019-2020 school year.
These amounts may need to be revisited in the fall of 2020. The salary increase amounts are to reduce the salary gap.
 - b. Category totals will be based on \$130,000 minus the amount of money used to reduce the salary gap for year zero and year one teachers.
- B. The compensation model is based on a 100 point scale. There are two (2) categories in which a teacher may earn points.
 - a. Category #1 EVALUATION (evaluation rating...must be Highly Effective or Effective to qualify for any compensation increase... and under contract 120 school days of the 2018-19 school year)
 - i. Teachers rated “ineffective” and “improvement needed” will not be eligible to be part of the compensation increase formula. Except those who are eligible per I.C. 20-28-9-1.59d
 - ii. Points Earned:
 - 1. Highly Effective evaluation rating = 67 Points
 - 2. Effective evaluation rating = 62 Points
 - b. Category #2 EXPERIENCE (years of teaching experience)
Points Earned – Up to 33 points earned for years of teaching experience based on the following chart:
 - a. 1-7 Years Experience = 22 Points
 - b. 8-12 Years Experience = 27 Points
 - c. 13+ Years Experience = 33 Points
- C. Calculations for base salary increase
 - a. Step 1: Calculate total points earned by all teachers in Category #1
 - b. Step 2: Calculate total points earned by teachers in Category #2
 - c. Step 3: Add Category #1 and Category #2 total points
 - d. Step 4: Divide the total dollar amount intended for base salary (\$130,000 minus the amounts used for zero years of experience teachers and one year of experience teachers to reduce the salary gap) by the total points earned by all *Effective* or *Highly Effective* teachers to determine a per-point dollar value
 - e. Step 5: Multiply the total points an individual teacher earned by the per-point dollar value to determine the teacher’s total compensation increase
 - f. Step 6: Teachers’ total compensation increase dollar amount is added to the base salary

g. A redistribution plan is not required based on this compensation formula.

D. Calculations for stipend

- a. Divide the total dollar amount intended for stipend (\$40,000) by the total number of teachers to determine the stipend per teacher.
- b. This stipend is not subject to the compensation formula

APPENDIX D
Fremont Community Schools
Absence Leave Bank

The purpose of the Absence Leave Bank is to relieve teachers from undue financial burdens due to absence from teaching as a result of a severe illness, injury or incapacitation which exhausts their paid sick leave prior to eligibility for long term disability insurance.

1. ADMINISTRATION

- a. The Absence Leave Bank will be administered by a group of three (3) teachers. One from each school building and the superintendent. This committee will be known as the Absence Leave Bank Committee. The term of the teacher members of this committee will be for two (2) years. The members of this committee may succeed themselves. New committee members will be approved by the FCTA Executive Board.
- b. The Absence Leave Bank Committee will be responsible for collecting the days to be placed in the bank and furnishing to the Superintendent authorization for such days to be donated to the bank. This information will be communicated to the Superintendent by October 1st of each year.
- c. The Absence Leave Bank Committee will meet in September of each year to organize for the upcoming year. The Absence Leave Bank Committee will meet in May of each year to provide the teachers and the Superintendent with an accounting of the number of days that have been used from the Bank, repaid to the Bank, and the number of days remaining in the Bank.
- d. The Absence Leave Bank Committee will discuss within three (3) school days after receiving a written request by a teacher to borrow days from the Bank. After this discussion, the Committee will inform the teacher of the Committee's decision in writing the next school day. Information from a physician will be required for days to be granted to a member. The decision of the Absence Leave Bank Committee is final.
- e. The Absence Leave Bank Committee will notify the Superintendent of any teachers who are eligible to borrow days from the bank.

2. OBTAINING DAYS FOR THE BANK

- a. Each teacher electing to join will contribute two (2) days to the Bank, upon date of hire to the Fremont Community Schools. Once the days in the Bank are down to Ninety (90), each teacher participating in the Bank will be asked to contribute one (1) additional day to replenish the Bank. Such authorization will be given to the Superintendent by the Absence Leave Bank Committee. Failure to contribute this day will forfeit the teacher's Absence Bank eligibility.

- b. Any eligible employees who wish to join the Absence Leave Bank may do so once each year within thirty (30) contracted calendar days of the commencement of that employee's school year, using the appropriate forms.
- c. Once a day is contributed to the Bank, it loses identity and the teacher relinquishes any right to that day.
- d. The maximum number of days that can be granted to and withdrawn by any one member in each school year shall be forty (40) working days available within the Absence Leave Bank.

3. ELIGIBILITY

- a. Only those teachers who contribute days to the Bank are eligible to borrow days from the Bank. Teachers who do not contribute an additional day within a fiscal year to replenish the Bank are no longer eligible for Absence Leave Bank day loans.
- b. A teacher or designee may make a request to borrow days from the Bank before all of his/her accumulated absence days are exhausted.
- c. A teacher must use all of his/her accumulated absence days, and take one (1) day without pay before borrowing from the Bank.
- d. A teacher cannot continue to borrow days from the Bank and also receive compensation from the Corporation's long-term disability insurance policy or Worker's Compensation. If a teacher is eligible to receive benefits from either of these sources, he/she must apply for these benefits before borrowing days from the Bank.
- e. Teachers are eligible to borrow days only during the period of time for which they are under contract to Fremont Community Schools and not during the summer or school vacations. The exception shall be teachers who have extended contracts.
- f. The reason for the request to borrow Bank days must be because of illness, injury, or incapacitation to the teacher and not a spouse, child, or relative. If the teacher applies to the Bank for such above-named reason, then it is assumed that the teacher is not well enough to attend school or extra-curricular functions.
- g. The above notwithstanding no teacher may receive Absence Bank Leave Bank day loans which would cause his/her total outstanding loan to exceed fifty (50) days.

4. REPAYMENT

- a. A participant agrees to repay the Absence Leave Bank from his/her credited sick leave days at the rate of two (2) per year upon returning to active employment with Fremont Community Schools.
- b. Repayment will be at the rate of One (1) day per five (5) days borrowed with a maximum of five (5) days repaid the following school year. If a participant's health permits him/her to return to active employment, and he/she does not return

to active employment with Fremont Community Schools, or he/she elects to accept employment elsewhere, the participant agrees to repay Fremont Community Schools for the Absence Leave Bank days borrowed in cash. This cash amount will be equal to that paid to secure a substitute during the time the participant borrowed from the Absence Leave Bank, (not the substitute teacher daily rate) but in no case more than they would have earned.

- c. A participant agrees to this cash amount in total upon electing not to return to active employment (health permitting) with Fremont Community Schools.
- d. In the case of continued disability, retirement, or in the event of death, it is understood that the participant, participant's family or estate will have no obligation in regard to this agreement. Continued disability is to be verified by a physician approved by the FCS board and the association.

5. WAIVERS

- I. The parties mutually agree that the terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties; and that no additional negotiations on this agreement will be conducted on any item, whether contained herein or not, during the period of this agreement without mutual agreement of both parties. Should any part of this agreement be declared illegal by a court of competent jurisdiction, said part shall be automatically deleted from this agreement but the remaining parts shall remain in full force and effect for the duration of the agreement.
- II. In consideration of the benefits of participating in the Absence Leave Bank, each applicant for membership in the Bank shall, as a condition to such application, agree in writing substantially as follows:
 - a. "I especially acknowledge and agree that the granting of days from the Absence Leave Bank shall be at the sole discretion of the Absence Leave Bank Committee and that all decisions of the Absence Leave Bank Committee will be final and binding and not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the Fremont Classroom Teachers Association and Fremont Community School Corporation, the Absence Leave Bank Committee, and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against them with respect to a decision made by any of them concerning this application."

**Fremont Community Schools
Absence Leave Bank Request for Days Form**

Name: _____

Number of Days Requested from the Absence Leave Bank: _____

Please give a description of the illness or accident related to the request for Absence Leave Bank Benefits. (Additional sheets may be used if necessary. Doctors note must accompany this form.)

“I especially acknowledge and agree that the granting of days from the Absence Leave Bank shall be at the sole discretion of the Absence Leave Bank Committee and that all decisions of the Absence Leave Bank Committee will be final and binding and not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the Fremont Classroom Teachers Association and Fremont Community School Corporation, the Absence Leave Bank Committee, and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against them with respect to a decision made by any of them concerning this application.”

Employee’s Signature: _____ Date: _____

Request Approved () Yes () No Number of Days Approved: _____

Signature of Committee Chair: _____ Date: _____

**Fremont Community Schools
Absence Leave Bank Contribution/Denial Form**

Name: _____

Please return completed form to the superintendent's office, by no later than thirty (30) days after your first day of employment. Employees who submit forms after the deadline are not eligible until the next annual Open Enrollment Period.

I have read the guidelines regarding the Fremont Community Schools Absence Leave Bank and agree to donate two days allotted sick leave days to the Absence Leave Bank. I also understand the provisions governing contributions and use of the Absence Leave Bank. This authorization is valid until I give written notice that I no longer desire to participate in the Absence Leave Bank.

Employee's Signature: _____

Date: _____

Signature of Committee Member: _____

Date: _____

_____ Accept to Contribute

_____ Decline to Contribute

APPENDIX E
EXTRA-CURRICULAR SALARY SCHEDULE

(Team/Club/Organization numbers must warrant additional coach.)

Teachers contracting for extra-curricular positions shall do so on a voluntary basis.
The number of positions was not bargained but included merely for informational purposes.

Extra-Curricular salary will be paid in a lump sum at the end of the season/activity or 50% at the midpoint of the sports season and 50% at the conclusion of the sport season/activity. Dates for payment of the extracurricular salaries will be established by the administration.

Once posted, any qualified applicant may be considered.

The Corporation will pay the INPRS portion on this schedule for certified Fremont Community Schools Employees