

AGREEMENT

FRONTIER SCHOOL CORPORATION FRONTIER CLASSROOM TEACHERS ASSOCIATION

EFFECTIVE PERIOD

July 1, ~~2017~~ 2019 through June 30, ~~2019~~ 2021

RATIFIED:

FRONTIER CLASSROOM TEACHERS

Date: ~~September 17, 2018~~

FRONTIER SCHOOL TRUSTEES

Date: ~~September 17, 2018~~

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ARTICLE I AGREEMENT

THIS AGREEMENT entered into this ~~17th day of September 2018~~ between the Board of School Trustees of the FRONTIER SCHOOL CORPORATION and its Superintendent (hereinafter referred to as the "Employer"), and THE FRONTIER CLASSROOM TEACHERS ASSOCIATION, an affiliate of the INDIANA STATE TEACHERS ASSOCIATION and the NATIONAL EDUCATION ASSOCIATION (herein after referred to as the "Association").

ARTICLE II RECOGNITION

2.1 Pursuant to and in accordance with the applicable provisions of applicable law, the Employer does hereby recognize the Association as the exclusive bargaining representative for all certificated professional employees. The term "employee" when used in this agreement does not refer to or include any employee not represented by the Association in the bargaining unit. Those excluded are the superintendent, principals, administrative assistants, athletic director, nurse, corporation treasurer, technology director, speech pathologist, and substitutes.

ARTICLE III GRIEVANCE PROCEDURE

3.1 **Definition.** A grievance is defined as any difference that arises between the Employer and the Association or one or more employees involving an alleged violation, misinterpretation or misapplication of this agreement between the parties.

3.2 **Grievant & Representation.** Nothing in this procedure shall affect the normal communications between the principal and the grievant in the discussion of problems which may exist. Any problem or potential problem will first be discussed by the grievant with the building principal in order to arrive at a mutually satisfactory solution to the complaint. At such meeting, the grievant may choose to be represented by the Association.

3.3 **Step One.**

A. In the event the problem is not resolved in the verbal discussions with the building principal, a formal written grievance, on forms supplied by the Association as signed by the grievant and the Association Representative for the school in which the grievant teaches, shall be filed within six (6) school days of the verbal discussion with the principal with copies of the grievance to be sent to the Superintendent of Schools and to the Association. The written grievance shall set out the section or sections of this agreement allegedly violated, misapplied or misinterpreted by the Employer and the facts constituting the grievance.

B. Within five (5) school days after receipt of the written grievance by the principal concerned, the aggrieved employee and his Association Representative shall confer at a mutually convenient time and place with the principal with a view to resolving the grievance. Within three (3) school days after such conference, the principal will communicate his decision in writing to the aggrieved employee with copies thereof to the Superintendent of Schools or his designated representative and to the Association.

3.4 **Step Two.** If the grievance is not yet resolved, the Association may request a meeting five (5) school days after receipt of the building principal's answer. The meeting will be attended by the Association representative, the grievant, and the Superintendent or his/her designated representative and held at a mutually convenient time and place. Within five (5) school days after such meeting, the Superintendent or his/her representative(s) will give a written answer to the Association and the grievant.

3.5 **Step Three.** In the event the grievance is not resolved as set forth in section 3.5 above, it may be appealed within (20) twenty school days to the Board by filing a written notice with the Superintendent, stating the grounds for the appeal. A meeting with a majority Board will be held within ten (10) days following receipt of such notice. The Superintendent shall coordinate a date, a time, and a place mutually agreeable to the Board and the Association for the appeal. The Board's written decision shall be transmitted to the grievant and the Association within ten (10) school days after the hearing.

3.6 **Step Four.** If the grievance is not satisfactorily resolved in accordance with Section 3.6 above, the Association may within ninety (90) working days of receipt of the Superintendent's decision, appeal to a court of competent jurisdiction. Failure of the Association to file such an appeal within ninety (90) working days shall result in waiver of the grievance and any appeal thereof.

ARTICLE IV FRINGE BENEFITS

4.1 **Life Insurance.** The Employer shall provide for teachers a group life insurance protection plan which provides a minimum death benefit of fifty thousand dollars (\$50,000), double for accidental death. The Employer shall pay all premiums except for

one dollar (\$1.00) which shall be paid by the teacher. The period covered by this policy is for one (1) year. Teachers shall have the option to purchase additional life insurance over and above that provided by the Employer at their own expense.

4.2 Health Insurance.

- A. The Employer shall provide for full-time teachers a health insurance plan which provides full-service individual and family-type medical and hospitalization, which includes surgical and major medical provisions. The Corporation's family contribution toward a family health insurance policy shall be ~~\$6808-7956~~. The Corporation's contribution toward a single insurance policy shall be ~~\$6168 6650~~. If the Corporation's contribution exceeds the premium of a HDH plan, the difference shall be deposited into the Teacher's Health Savings Account.
- B. Beginning January 1, ~~2019-2020~~, the Corporation's contribution to health insurance will increase. For a single policy, the premium contribution shall be ~~\$6,168 6650~~ + X. The value of X is determined in the equation below. For a family policy, the premium contribution shall be ~~\$6,808 7956~~ + three (3) times X. The value of X is determined in the equation below. Only Teachers on insurance policies will be included in the formula below.

$$\text{\$14,154 23,251} = 3(\text{number of family policies on 1/1/19 20})x + (\text{number of single policies on 1/1/19 20})x$$

C. The school Employer shall provide for part-time teachers the same health insurance plan. For a part-time teacher the corporation shall make a contribution to the teacher's insurance policy on a pro-rated basis commensurate with percentage of time under contract, and the remainder of the premium which shall be paid by the teacher. Present employees hired prior to December 31, 1993 are exempt from these part-time employee contribution changes.

D Husbands and wives both of whom are teaching in the Frontier system are allowed to pool their individual memberships toward a family membership. The Employer's contribution towards membership will be from January 1 to December 31 of each contract year.

E. **HSA.** A teacher may have a Health Savings Account contribution deducted from his/her paycheck.

F. **Insurance Trust.** The employer and the Association shall each appoint one member to the board of the insurance trust. The member appointed by the Association shall receive professional leave to attend any insurance trust meetings.

4.3 **Alternative to Health Insurance.** When an employee elects not to take school health insurance, he/she will receive a total of \$1500 deposited into his/her 401(a) account in two semi-yearly deposits of seven hundred fifty dollars (\$750) each. The \$1500 will be prorated for part time teachers unless they were hired prior to December 31, 1993. This provision shall only apply to those who are or were utilizing it as of December 31, 2019.

4.4 **Vision Insurance.** The Employer shall pay \$106.00 per year for a single or family Vision Insurance Plan for each full-time teacher.

4.5 **Long Term Disability Insurance.** The Employer shall provide each teacher with a long-term disability insurance policy. The Employer shall pay the full cost of the premium less \$1.00.

4.6 **Refunds.** When refunds by insurance companies are made on teacher related policies, such refunds shall be kept separate from other school funds and shall be returned to the teachers who paid the premiums on a pro-rata basis.

4.7 **Liability Insurance.** The school employer shall purchase secondary coverage liability insurance to protect teachers who for expediency transport students in their personal vehicles. This includes emergency situations caused by illness or accident of a student, or weather, as well as organized school activities. Personal automobile insurance must provide primary liability coverage and proof of such coverage must be on file with the Employer. The Employer cannot compel an employee to transport students in their personal vehicles.

4.8 **Section 125.** The Premium conversion set asides for day care and anticipated medical expenses benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any teacher so requesting. This plan shall be administered by a company selected by the Employer and after it has been discussed with the Association.

4.9 **Term of Insurance Benefits.**

- A. For a new Employee hired before the beginning of the school year, insurance benefits will begin the month following the month in which school begins. For a new Employee hired after the beginning of the school year, insurance benefits will begin the month following the month he or she was hired, if allowed by the insurance trust.
- B. The Employer shall pay its contribution to insurance benefits on behalf of an Employee who separates employment upon or after the completion of the school year until August 31, if acceptable to the MACE Trust and if the Employee continues to pay his/her contribution.
- C. The Employer shall pay its contribution to insurance benefits on behalf of an Employee who separates employment prior to completion of the school year until the next claim is paid, if acceptable to the MACE Trust and if the Employee continues to pay his/her contribution.

4.10 **Dental Insurance.** Dental insurance shall be available through the Employer at the Employee's cost. The employee will pay one hundred percent (100%) of the dental insurance premium.

4.11 **Short Term Disability.** Short term disability insurance may be payroll deducted through the Employer's Section 125 program.

ARTICLE V COMPENSATION

5.1 Wage Payment Agreement.

A. Teachers may elect to have their basic salary paid in twenty-four (24) equal payments ~~or in~~ except for a teacher who is retiring may elect twenty-one (21) payments in his/her retirement year. ~~Such election must be made in writing to the corporation office prior to the first pay period of the school year and may not be changed during the school year (see Appendix C).~~ The election shall remain in effect until revoked in writing by the teacher. Payments shall begin on August 22, ~~2017~~ 2019 for the 2019-2020 school year and August 21, 2020 for the 2020-2021 school year and will continue on the seventh (7th) and the twenty-second (22nd) of each month thereafter. When the seventh (7th) and the twenty-second (22nd) fall on a holiday or weekend, the pay date shall be the previous work day. If the Indiana General Assembly mandates a later starting school date for the school year, the dates listed above shall be renegotiated by the parties to comply with state law.

B. The twenty-first (21st) and last payment of teachers electing twenty-one (21) payments will be paid to the teacher at the teachers' last regular pay day on June 22, ~~2018~~ 2020 for the 2019-2020 school year and June 21, 2019 June 22, 2021 for the 2020-2021 school year. The gross payments will be made twice monthly. Any withholdings that are normally taken from the June, July, and August payments will, of necessity, be taken from the last payment. These withholdings may include, but not be limited to: (1) monthly insurance premiums, (2) any monthly annuity withholdings, (3) credit union payments. If the Indiana General Assembly mandates a later starting school date for the school year, the dates listed above shall be renegotiated by the parties to comply with state law.

5.2 **Separation of Service.** In the event a separation of service occurs before the end of the twelve (12) month payment period, the teacher will receive payment for the amount earned from the beginning of the twelve (12) month period until the separation from service, but which has not yet been paid. Payment shall be included in the final paycheck. For this purpose, "separation from service" shall have the same meaning as that term is defined in section 1.409A-1(h) of the Treasury Regulations (occurs when teacher dies, retires, resigns, or otherwise has a termination of employment from employer.) Any withholdings that are normally taken from the June, July, and August payments will, of necessity, be taken from the last payment. These withholdings may include, but not be limited to: (1) monthly insurance premiums, (2) any monthly annuity withholdings, (3) credit union payments.

5.3 **Mentorship.** A teacher who assumes a Mentorship shall receive \$1000/school year.

5.4 **New Hire Salary Grid.**

All teachers hired into a bargaining unit position after November 1, 2017 shall be paid within in the following ranges. Each teacher shall be given credit for his/her experience at an accredited public school that participates in the Indiana Public Retirement System or similar institution in another state. If a shortage of qualified applicants occurs, the Employer shall be able to offer a salary beyond the listed salary after discussion with the Association. If a new hire agrees to take less than the amount listed below, not less than \$34,000, that shall be allowed.

~~Section 1.01 New Hire Salary Grid~~

~~Section 1.02 0-3 years of experience Section 1.03 \$34,000-\$35,500~~

~~Section 1.04 4-8 years of experience Section 1.05 \$35,500-\$36,500~~

~~Section 1.06 9-13 years of experience Section 1.07 \$36,500-\$40,000~~

~~Section 1.08 14 or more years of experience Section 1.09 \$40,000-\$44,000~~

New Hire Salary Grid

| | |
|--------------------------------|------------|
| 0-3 years of experience | Rows A - C |
| 4-8 years of experience | Rows B - D |
| 9-13 years of experience | Rows C - F |
| 14 or more years of experience | Rows F – I |

~~5.5 All newly hired teachers in the 2017-2018 school year and all current teachers salary no less than \$34,000/year per full time teacher.~~

5.7. **Ineligibility for Raises & Stipends.** Teachers who receive evaluation ratings of ineffective or needs improvement shall not be eligible for any raise or stipend and any raise or stipend that would have gone to them shall be redistributed to the rest of the bargaining unit as a stipend.

5.8 **Academic Needs of Student Stipend.** A teacher who obtains National Board Certification shall be eligible for an additional one thousand dollar (\$1,000) annual

stipend for the length of the certification with exception of those teachers who were previously compensated for this certification when hired.

5.9 **Summer School Wages.** A teacher who teaches a summer school class shall receive \$25 per hour. In the event the School Corporation receives reimbursement from the IDOE for the course, the Board will adjust the Employee's hourly rate to \$27 per hour. Normal withholdings shall apply.

5.10 **Compensation for Extended Contracts.** When days on the contract exceed that found on the discussed teacher's contract, the days shall be paid at the per diem rate. Per diem shall be calculated as the teacher's annual salary divided by the number of days found on the discussed teacher's contract. A teacher shall be paid his or her daily rate for days worked beyond the contract year.

5.11 **Hourly Wage.** A teacher's hourly wage shall be calculated as their annual salary divided by) the number of days on the discussed teacher's contract divided by seven (7).

5.12 **Curriculum & Professional Development.** Any administratively approved curriculum work and/or professional development taking place during summer break ~~or outside the school day~~ will be compensated at a rate of \$17.50 per hour ~~105 per day, prorated if less than a full day.~~

5.13 **Compensation Timeline.** Raises and/or stipends issued as part of the compensation model shall be distributed within forty-five (45) days of the finalization of evaluation results.

5.14 **Work Travel.** An Employee who travels between schools during the workday as part of a board-approved teaching assignment will be reimbursed at the current IRS-approved rate per mile, provided that the teacher timely submits the required mileage reimbursement documentation to the administration.

5.15 **Athletic Pass.** Each teacher shall receive a ~~single-family~~ athletic pass at no cost. ~~A family pass may be purchased for one hundred-ninety dollars (\$190).~~

5.16 **Classroom Prep Coverage.** An Employee who is assigned the duty of covering a class period for another teacher shall receive the sum of seventy dollars (\$70) for every seven (7) class periods so covered by the teacher. The teacher shall be responsible for documenting each class period covered and providing such documentation to the principal at the end of each semester.

5.17 **Criminal Background Check.** The Employer shall pay the cost of any and all expanded criminal history checks and expanded child protection index checks for existing Employees that are required by the School Corporation or per IC 20-26-5-10. Such checks for new Employees shall be at the Employee's cost as a condition of being hired.

5.18 New Teacher Orientation. An Employee who is required or requested to attend New Teacher Orientation shall be paid one hundred ten dollars (\$110.00) per day.

5.19 Extended Contracts. A list of extended contracts is included below for informational purposes only.

Agriculture Teacher – 218 days

Elementary School Counselor – 196 days

Instructional Coach – 188 days

Junior High & High School Counselor – 205 days

5.20 Reimbursement for College Coursework.

A. Teachers shall be reimbursed for semester hours earned at an accredited college or university at the rate of two hundred dollars (\$200.00) per semester hour. Credit hours shall be approved in advance by the superintendent. A maximum of fifteen (15) hours of semester credit shall be granted beyond the bachelor's degree and a maximum of 3 credit hours per year shall be granted. Copies of paid tuition statements/notices of grades shall be on file in the Superintendent's Office before pay hours is granted. Such transcript shall be on file on or before August 15 for hours earned the previous spring, October 1 for hours earned the previous summer, and February 15 for hours earned the previous fall for pay. After the transcript is filed reimbursement shall be no later than the second pay following the day the teacher filed the transcript. The school corporation shall pay no more

than nine thousand dollars (\$9000.00) in any given school year. The approval shall be on a first come – first served basis. The superintendent may approve more than three (3) credits in an emergency situation.

5.21 **Lactation.** Lactating teachers will be reimbursed two hundred fifty dollars (\$250) for the purchase of an electric breast pump upon the submission of a receipt to the corporation office. The maximum annual reimbursement pool for all teachers will be one thousand three hundred fifty four (\$1,354) dollars.

5.22 **Professional Membership.** If an Employee is required as a condition of employment to join a professional organization, the Employer shall pay any dues related to the required membership. Funding will be provided by the applicable department.

5.23 **Athletic Supervision.** An Employee who supervises an athletic event will be compensated at a rate of twenty dollars (\$20) per hour.

ARTICLE VI LEAVES OF ABSENCE

6.1 **Sick Leave.**

A. Teachers in their first year with the corporation will be granted ten (10) days for sick ~~and three (3) days for personal leave.~~ Thereafter, teachers on a regular teaching contract will receive seven (7) days each year for sick ~~and five (5) days each year for personal leave.~~ However, the following rules apply to these days:

- B. A teacher's annual sick leave allotment may be used for either personal **illness, injury, quarantine**, or family illnesses or **family injury**. The immediate family shall be defined as the teacher's spouse, children, or other relative residing in the teacher's home on a full-time basis, or mother and father regardless of their domicile **or one for whom the Employee has power of attorney or is sole surviving relative**. Any leave of absence not covered by this contract would be considered a breach of the individual and master contract.
- C. The total unused portion of sick leave allowance shall be permitted to accumulate to a maximum of two hundred (200) days.
- D. Sick leave days accumulated by a teacher prior to leave of absence shall be credited to the teacher upon return.

6.2 **Personal Leave**

- A. **Teachers in their first year with the corporation will be granted three (3) days for personal leave. Thereafter teachers on a regular teaching contract will receive five (5) days each year for personal leave.** Each teacher will begin the school year with a maximum of five personal days out of the total of days granted at the beginning of the school year.
- B. Personal leave is to be used for matters which cannot be scheduled outside of regular school hours. Beginning with the 2015-2016 school year, personal business leave used on the last day immediately prior to, or the first day following Fall, Winter, Spring or Summer breaks, for the purpose of extending the break by leaving early or returning late, will be counted as double.
- C. The applicant's reason for taking personal leave shall be "personal leave".

D. Unused personal leave will rollover to the next school year but at no time will exceed five days total personal leave for a school year. Any excess personal days will roll over into sick days.

6.3 **Sick Leave Buy-Back.** After five (5) years of employment with Frontier, the school corporation will buy back sick days at the rate of \$40.00 per day for the number of days over thirty (30). The corporation will buy back no more than ten (10) days per year. Teachers wishing to "sell" days shall notify the corporation office by June 1. The buyback amount shall be deposited annually on or before July 1 into the teacher's 401(a) account.

6.4 **Transfer of Sick Leave from a Previous School.** If a teacher has accumulated one or more sick days from another public school corporation and then becomes employed with the Employer, there shall be added to his/her sick days, for each year of employment, three(3) sick days, until the accumulated sick days to which the teacher was entitled in his/her last public school of employment are exhausted.

6.5 **Summer School Leave.** Teachers employed as such during a summer program shall be eligible to use sick leave, personal leave, and family sick leave on the same basis as it is used during the regular school year.

6.6 **Bereavement Leave.** In the event of a family member's death, a teacher is entitled to be absent without loss of compensation ~~for not to exceed~~ seven (7) ~~consecutive~~ days. Family member is defined as mother, stepmother, mother-in-law, father, stepfather, father-in-law, brother, brother-in-law, sister, sister-in-law, husband, wife, child,

daughter-in-law, son-in-law, grandchild, grandparent, miscarriage, ~~or~~ any relative who at the time of death was living as a member of the household of the teacher, ~~or one for whom the Employee has power of attorney, is executor of the estate, or is sole surviving relative.~~ However, in the case of the death of a mother, father, mother-in-law, and father-in-law, a teacher has the alternative option of using five weekdays at any time, not necessarily consecutively, within six months, following the death. One (1) day leave shall be granted for funerals in case of death(s) of other family members or that of the spouse's family members(s) without loss of compensation. Two (2) days shall be granted if the funeral is more than 200 miles way (one way). The superintendent may consider special relationships not covered in the regulation but falling within its intent.

~~6.4 A teacher who is pregnant may continue in active employment as late into pregnancy as she wishes, if she can fulfill the requirements of her position.~~

6.7 Pregnancy Leave. An Employee who is pregnant may continue in active employment as late into the pregnancy as she wishes, if she can fulfill the requirements of her position. An Employee who experiences the birth or adoption of a child shall be entitled to three (3) days of dependent child care leave with pay to begin at any time between the birth or adoption of the child and one (1) year following the birth or adoption. After the three days, all or part of the leave taken by an Employee because of temporary disability caused by pregnancy may be charged, at her discretion, to her available sick days or sick leave bank days when the physician certifies that the Employee is capable of performing regular teaching duties. During such leave, the Employer shall continue its contribution to an Employee's insurance premiums.

6.8 Professional Leave. The Employer agrees that professional leave days with pay may be granted by the superintendent for the following purposes:

- A. Attending and/or participating in professional meetings relating to educational workshops, seminars, or conferences sponsored by industry, professional associations, colleges, universities, or governmental agencies concerned with public school matters.
- B. Visitation to other school corporations or educational institutions for the purpose of observing instructional techniques of other instructionally-oriented programs.

6.9 **Individual Education Plan Leave.** The Employer agrees that professional leave days shall be granted, with pay, to special education teachers and speech and language pathologists in order to develop and write individual education plans in preparation for annual case reviews with approval of the building principal and superintendent.

6.10 **Jury Duty Leave.** A teacher called for jury duty shall be paid the difference between jury duty and full teacher compensation.

6.11 **Court Leave.** Any teacher subpoenaed to appear in a court proceeding relating to their employment with the Frontier School Corporation or that arises as a result of their employment with the school corporation shall be granted leave of absence with pay to honor the subpoena. Actions against the School Board by the Association or by an individual teacher including actions arising out of or in any way connected with illegal strikes against the school corporation are excluded from this provision unless the teacher is subpoenaed by the school corporation. Such days of leave shall not be deducted from any other leave.

6.12 **Leave When School Closes.** A teacher shall not be charged with a day of leave if the schools are closed on the requested day subsequent to the teacher's request for a leave.

6.13 **Sick Leave Bank.**

A. **Purpose.** The Board and the Association agree to establish a sick leave bank for the voluntary participation of all members of the bargaining unit described in Article I of this agreement. The purpose of the sick leave bank is to relieve its members from undue financial burdens due to absence from work on a long-term basis due to illness, injury or incapacitation sufficiently severe that it would make their presence in school inadvisable. It shall not be used to extend the elimination period under the long-term disability insurance policy. ~~The extended sick leave policy is not designed to give unlimited sick leave to all members. Its primary purpose is to give members substantial income protection in the event of medical catastrophe. It is intended only to be used for the illness, injury, or incapacitation of the individual employee, not the employee's family members. It is also designed to provide a maximum benefit to members who have utilized the regular sick leave days in a professional manner.~~

B. **General Rules.** ~~The sick leave bank shall be constituted and governed as follows:~~

The following general rules for use of the bank shall apply:

1. A member of the bank must exhaust all personal illness days before being eligible to draw days from the bank.

2. A member wishing to draw days from the bank must provide the committee with a statement from an attending physician, which includes an anticipated date of return to active employment.
3. Days donated to the sick leave bank cannot be returned to the member upon retirement, termination or exit from the corporation.
4. No member may use more than half the days currently in the bank for any single illness.

If the number of days in the bank fall below fifty (50), members shall be asked to contribute enough days to increase the accumulation in the bank to one hundred (100).

C. Administration

The Sick Leave Bank shall be administered by a Committee of four (4) members, three (3) of whom will be elected by the association and one non-voting administrator appointed by the superintendent. In the event one of the three committee members who are Employees is unavailable, the association president or appointee shall vote in that member's place.

1. Each Committee member shall be elected for one (1) year and may be re-elected to each succeeding year.
2. Vacancies on the Committee shall be filled by appointment of the Association president before the next meeting.
3. The entire membership of the Committee shall select one of the members to act as the chairperson for the duration of the school year.

4. The Committee shall meet during the school year as needed. Special meetings may be called by the chairperson or at the request of the Committee members. All Committee members will be required for any official action of the Committee.
5. The Committee shall prepare an annual report in conjunction with the corporation treasurer of days contributed by each member, days used, and days accumulated in the bank, and distribute this report to the president of the association and the superintendent.
6. Requests for use of the Sick Leave Bank shall be made in writing to the Committee.
7. Requests to donate days shall be made on the official forms provided by the Committee.

D. Criteria and Eligibility for Use of the Sick Leave Bank.

The Committee shall use the following criteria for determining eligibility in granting use of the Sick Leave Bank:

1. Any member of the bargaining unit is eligible to participate in the Sick Leave Bank.
2. The applicant must be a current participant in the Sick Leave Bank.
3. Any member who is receiving any public fund (i.e. Workman's Compensation, Social Security Disability, etc) or benefits derived from public funds as partial or full compensation of the illness or disability causing the absence shall not be eligible for Sick Leave Bank credit.
4. The applicant must have been absent from assigned duties for at least five (5) consecutive school days after exhausting all sick leave and personal leave days

previously accumulated before applying. If leave is granted by the Committee, the five (5) day waiting period will become part of the extended leave.

5. The Sick Leave Bank shall not be used to extend the 90-day elimination period for Long Term Disability.
6. Upon request, the applicant shall submit a certified review of his/her medical history and prognosis for return to work by the appointed or attending physician.
7. Application for the granting of Sick Bank leave may be made by the personal representative in cases where the individual employee is unable to do so.
9. When granting leave, the Committee must consider the stated purposes of the Sick Leave Bank. All decisions will be decided by a majority vote.
10. The Committee may grant up to thirty (30) days per application, not to exceed ninety (90) days per school year. The Committee may grant a maximum of one hundred eighty (180) days per applicant within a period of three (3) consecutive years. At no time may the Committee grant more days than currently available.
11. Unused Days granted through the Sick Leave Bank revert back to the bank when the incapacitated Employee returns to work full time. Days used through the Sick Leave Bank will not be repaid by the Employee.
12. The Committee may grant up to thirty (30) days to a member of the Sick Leave Bank who does not meet the guidelines for use, but who presents evidence of extenuating circumstances. A physician's statement must accompany the application.

E. Composition of the Sick Leave Bank.

1. The number of days contributed will continue to accumulate until a minimum of 100 days are credited the Sick Leave Bank. When the Sick Leave Bank accumulates a total of 100 days, membership thereafter shall be open to those new persons coming into the school corporation until such a time as the next general membership drive is held. When the Sick Leave Bank as accumulated a total of 100 days, all participants who contributed at the time of the last canvass shall remain members of the Sick Leave Bank until the next general membership drive.
2. On or about October 1st, the Frontier Classroom Teachers Association shall distribute a form on which donations of two days to the Sick Leave Bank must be made by certified employees who wish to become new members of the Sick Leave Bank. Forms must be submitted no later than October 15.
3. If the October 15th deadline is not met, a teacher may not become a member of the bank until the beginning of the next school year.
4. If on or about October 1st the number of days in the Sick Leave Bank are below 100, the Association shall distribute a form on which donations of at least one day, but not to exceed two days, to the Sick Leave Bank must be made by teachers who wish to remain members of the Sick Leave Bank.
5. Additional requests for days to be donated to the Sick Leave Bank shall be made by the Association whenever the number of days in the bank falls below 50. Donations at this point are voluntary.
6. Sick leave days donated to the Sick Leave Bank by an Employee are considered a permanent contribution to the Sick Leave Bank and are not transferable to another school corporation.

7. In consideration of the benefits of participating in the Sick Leave Bank, each applicant for membership in the Sick Leave Bank shall, as a condition to such application, agree in writing substantially as follows: “I specially acknowledge and agree that the granting of days from the Sick Leave Bank shall be at the sole discretion of the Sick Leave Bank Committee and 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 Frontier Classroom Teachers Association at the Frontier School Corporation and the 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.”

6.14 **Family and Medical Leave Act (FMLA) Leave.**

- A. When an Employee utilizes FMLA and sick days concurrently, the Employee may retain up to five sick days.
- B. For determining eligibility for FMLA, a rolling twelve (12) month period looking back shall be utilized. For determining the number of FMLA days available to an Employee, a rolling twelve (12) month period looking forward shall be utilized, as long as this remains legal under federal law.
- C. The Board will continue its health insurance contribution for an Employee on an approved FMLA leave consistent with applicable law.

6.15 **Association Leave.** The Association President and/or his/her designee shall be entitled to a cumulative total of four (4) days of absence each school year with pay for the purpose of conducting Association business.

6.16 Extended Leave. When the Employer approves an Employee's request for either a paid or unpaid leave of absence that will last three (3) or more weeks, the Employer will require the Employee to provide transitional training to an identified substitute during two (2) regular teacher work days that precede the commencement of the leave. The Employee shall be entitled to receive no additional compensation over and above the Employee's regular per diem rate for performing this ancillary duty.

6.17 Worker's Compensation Leave. The Board will grant Workers Compensation Leave for an Employee consistent with applicable law.

6.18 Military Leave. Military leave and protections for employees who are absent due to military service shall be granted to any Employee consistent with federal and state law. This includes paid leave, unpaid leave, preservation of pay while on military leave, extension of benefits, and leave before returning to work, as dictated by law and for qualifying leave. Employees must also properly notify the employer as required by law.

6.19 Sabbatical. Sabbatical leave without pay for study, travel or research may be granted by the Employer to the first two Employees who apply prior to May 1 preceding the school year in which such leave will occur and who have completed five (5) years of service with the Employer. Such leave, if granted, shall be granted for one (1) semester or one (1) full school year as requested.

6.20 Public Office Leave. If an Employee is elected to public office, the Employee may be granted a leave of absence without pay for a period of time to ensure the Employee may serve the office to which he/she was elected. The Employee shall request the leave in writing to the Superintendent.

6.21 Association Office Leave. A leave of absence of up to three (3) years may be granted to any teacher, upon application, for the purpose of serving as an officer or staff member of the Association (Local, State, and National). Upon the Employee's return from such leave, the Employee shall be paid at the same salary as when they left in addition to any raises to which they earned prior to their absences as long as not categorized as ineffective or needs improvement.

6.22 Unpaid Leave. The Corporation may, at its discretion, approve unpaid leaves of up to one year. Approval will be on a case by case basis. Application for all such leaves shall be submitted to the Superintendent, who shall submit the request to the Board. The Corporation shall not make any contributions toward the premium costs of health insurance, vision insurance, dental insurance, life insurance, or long-term disability insurance for the period of an unpaid leave. Should a teacher wish to retain these insurance coverages during an unpaid leave, the teacher shall be responsible for making 100% of the premium payment.

ARTICLE VII RETIREMENT

7.1 When an Employee Retires. A teacher who is eligible to receive Indiana Teacher Retirement benefits and who has taught or administered for at least 15 years, of

which the last ten (10) must have been served in the Frontier School Corporation immediately prior to termination of employment or qualifying for Long Term Disability benefits, and who actually terminates his/her employment (or begins receiving Long Term Disability benefits) with Frontier School Corporation will receive in the last month of tenure additional compensation on the following basis: Forty dollars (\$40.00) for each day of accumulated sick leave earned after September 1, 1969 not to exceed 200 days. This compensation shall be placed in the retiring employee's 401(a) Plan account by June 15 of the year of retirement. In the event a teacher is unable to give timely notice of retirement as required by this contract but is forced to retire as a result of ill health, accident, or other unforeseen event, the required Notice of Retirement shall be waived. In this event money may be paid in subsequent budget year when money is available provided it is not in conflict with any rule or regulation of the State Board of Accounts, and provided such is permissible under the terms and conditions of health insurance policy presently in effect. Any professional employee who elects to retire after reaching the age of 55 but before 65, or who retires because of disability and receives disability payments under the provisions of the Social Security Act, may continue to participate in the health insurance program to age 65 provided the professional employee pays all of the premiums for such coverage. This person must submit to the superintendent's office and be accepted by the School Board no later than June 30 of the year preceding the end of the school year of retirement and presenting satisfactory evidence that he/she is retiring and does in fact retire.

7.2 **401(a) & 403(b).**

A. The Employer shall establish and maintain a qualified Section 401(a) Annuity Plan for all certified employees. The employer shall maintain a Section 403(b) Annuity Plan for all certified employees in compliance with the Frontier School Corporation (403(b) Plan Document. The 403(b) Plan shall include provisions for pre-tax

salary reduction contributions by the employee which will be matched by the Employer in the 401(a) Plan on a dollar for dollar basis up to one and a half percent (1.5%) of the employee's Salary Schedule salary. The parties agree that all contributions made by the Employer to the 401(a) Plan on behalf of certified employees shall be counted against the new money available to fund teacher salary and benefit increases each year as part of contract negotiations for certified employees.

B. The Employer contributions for each employee shall be deposited into the 401(a) Plan and be maintained by the Employer. Such deposits will be made on a monthly basis.

C. School employees will have the option of continuing to invest their dollars in tax-deferred annuities for which money is already being deducted from the employee's salary or the tax-deferred annuity. Such contributions shall be counted by the Employer for purposes of the certified employee's required matching contributions.

D. The parties understand and agree that the actuarial calculations upon which these amounts are based were calculated, that the lump sums identified in the Buy-Out Amount column in the actuarial calculations will be deposited by the Employer into the teacher's 401(a) Plan account, and that actuarial calculations are incorporated herein by reference.

E. Any contributions made by the Employer to the certified employees' 401(a) Plan accounts shall be subject to a vesting schedule. Employees with at least five (5) continuous completed years of service with the employer as of January 1, 2003, shall be one hundred percent (100%) vested in any contributions made by the Employer into a 401(a) Plan account on the certified employee's behalf. Any

certified employee with less than five (5) continuous completed years of service as of January 1, 2003, will not have a vested interest in the contributions made by the Employer into the 401(a) Plan account on the employee's behalf until the employee has five (5) continuous completed years of service with the Employer.

F. For purposes of this section, "continuous completed years of service" refers to and is calculated by the number of consecutive regular or temporary teacher's contracts (no more than one contract per school year) executed by the employee.

Authorized leaves of absences shall not be considered to be a break in continuous employment. However, a teacher on an authorized leave of absence for one school year or more will not receive "completed year of service" credit for vesting purposes under this section for the time the teacher is on the approved leave of absence. Current employees will receive credit for their continuous completed years of service as of January 1, 2003. A teacher who is not fully vested in the program and who voluntarily resigns or is terminated shall not retain any prior vesting rights if ever rehired by the Employer.

ARTICLE VIII DISCLAIMER

8.1 If any article or section of this agreement or any rider thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination of its validity, the remainder of this contract and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

**ARTICLE IX SOLE UNDERSTANDING AND DURATION OF
AGREEMENT**

9.1 This contract shall become effective as of the 1st day of July, ~~2017~~ 2019 and shall continue in full force and effect until and including the 30th day of June, ~~2019~~ 2020 ~~for Appendix B and, Article Four (4) Section Two (2), and Appendix A Section Two (2); and the 30th of June, 2021 for the remaining provisions.~~

FRONTIER SCHOOL
CORPORATION

By its Board of Trustees and
Superintendent

FRONTIER CLASSROOM TEACHERS
ASSOCIATION

Affiliated with the Indiana State Teachers
Association and the National Education
Association

BY: _____
Frontier School Board of Trustees
President

BY: _____
President

BY: _____
Frontier School Superintendent of
Schools

BY: _____
Bargaining Chair

APPENDIX A COMPENSATION MODEL

FRONTIER SCHOOL CORPORATION

Salary Grid

| Row | Salary | Raise |
|-----|----------|---------|
| A. | \$34,000 | \$1,250 |
| B. | \$35,250 | \$1,250 |
| C. | \$36,500 | \$1,250 |
| D. | \$37,750 | \$1,250 |
| E. | \$39,000 | \$1,250 |
| F. | \$40,250 | \$1,250 |
| G. | \$41,500 | \$1,250 |
| H. | \$42,750 | \$1,250 |
| I. | \$44,000 | \$1,250 |
| J. | \$45,250 | \$1,250 |
| K. | \$46,500 | \$1,250 |
| L. | \$47,750 | \$1,250 |
| M. | \$49,000 | \$1,250 |
| N. | \$50,250 | \$1,250 |
| O. | \$51,500 | \$1,250 |
| P. | \$52,750 | \$1,250 |
| Q. | \$54,000 | \$1,250 |
| R. | \$55,250 | \$1,250 |
| S. | \$56,500 | \$1,250 |

| | | |
|----|----------|---------|
| T. | \$57,750 | \$1,250 |
| U. | \$59,000 | \$1,250 |
| V. | \$60,250 | \$1,250 |

A.1. Factors for Raise

To be eligible for a raise, an Employee must meet the following two requirements:

- a. Evaluation-Have an evaluation rating the previous year of effective or highly effective.
This shall represent eighty percent (80%) of the raise.
- b. Experience-Been employed by the Employer in a bargaining unit position for 120 days the previous school year. This shall represent twenty percent (20%) of the raise.

A.2 Raise

A teacher who meets the factors for a raise as listed in A.1 shall advance two rows on the salary grid.

(We will provide HEERB Compliant language that accomplishes the following)

- ~~• Those returning teachers who are not on the grid shall move to the row closest to but not less than their current salary. (2 people) (an additional \$580.75)~~
- ~~• Each returning teacher is moved two rows, including the 2 currently not on the grid. (As listed on our previous proposal.)~~
- ~~• Teachers with loyalty to Frontier will move additional rows as listed below: (This is 53 additional rows at a cost of \$76,949.38)~~

| | |
|-----------------------------------|-------------------|
| 5-6 years at Frontier | 1 row |
| 7-10 years at Frontier | 2 rows |
| 11+ years at Frontier | 3 rows |

A.2 Transition

For the ~~2018-2019~~ 2019-2020 school year, a teacher whose salary is not listed on the salary grid will move to the grid at the line representing the salary closest to but not less than or equal to their current annual salary. ~~If this represents a raise of less than \$1,250, the teacher shall receive a one-time stipend equal to the difference of \$1,250 and his/her raise.~~ This increase in compensation for transitioning to the salary grid shall be for the factor Academic Needs for teacher retention catch-up as Frontier School Corporation needs to retain the two teachers who fall into this category.

A.3 Ineligibility.

Evaluations of Needs Improvement and Ineffective are NOT eligible for any additional compensation. The raises that would have gone to those rated Needs Improvement or Ineffective shall be distributed equally to the rest of the eligible teachers as a stipend.

A.4 Salary Range Before Raises are Applied.

\$34,000 to \$58,798 60250

~~A. One-Time Loyalty Stipend-For 2018-2019 only, each teacher shall receive a one-time stipend equal to the number of years of employment at Frontier times two hundred dollars (\$200) not to exceed two thousand four hundred dollars (\$2,400)~~

A.5 Highest Salary Stipend. A teacher who earns the salary listed on line V of the salary grid and meets the requirements for a raise shall receive a stipend equal to the raise

received by those teachers who qualified for a raise but whose salary was not listed on line V of the salary grid.

A.6 Teacher Retention Catch-Up. For 2019-2020 only, the academic needs factor is a Senate Enrolled Act 606 teacher retention catch-up and is defined as the need to retain teachers with five or more years of experience at Frontier School Corporation. This compensation shall be used to allow Employees currently employed by the school corporation to receive a salary adjusted in comparison to starting base salaries of new Employees. The increases will be distributed as follows:

- a. An Employee with five (5) or six (6) years of experience at Frontier School Corporation shall advance one additional row on the salary grid.
- b. An Employee with seven (7) to ten (10) years of experience at Frontier School Corporation shall advance two additional rows on the salary grid.
- c. An Employee with eleven (11) or more years of experience at Frontier School Corporation shall advance three additional rows on the salary grid.

APPENDIX B EXTRA CURRICULAR SALARY SCHEDULE

| | SALARY | | SALARY |
|---|----------------|-------------------------------------|--------|
| BASKETBALL | | CROSS COUNTRY | |
| BOYS VARSITY | 5,750 | VARSITY | 1,900 |
| BOYS VARSITY ASSISTANT | 2,775 | JUNIOR HIGH | 1,000 |
| BOYS 9th HEAD COACH | 2,375 | | |
| BOYS 8th HEAD COACH | 1,850 | CHEERLEADERS | |
| BOYS 7th HEAD COACH | 1,850 | HS CHEERLEADERS | 1,275 |
| BOYS 6th HEAD COACH | 800 | 7th & 8th CHEERLEADERS | 725 |
| BOYS 4th and 5th HEAD COACH | 800 | | |
| | | GOLF | |
| GIRLS VARSITY | 5,750 | VARSITY COACH | 1,800 |
| GIRLS VARSITY ASSISTANT | 2,775 | | |
| GIRLS 9th HEAD COACH | 2,375 | ELEMENTARY BAND | 425 |
| GIRLS 8th HEAD COACH | 1,850 | | |
| GIRLS 7th HEAD COACH | 1,850 | OTHER EXTRA CURRICULAR | |
| GIRLS 6th HEAD COACH | 800 | FORENSICS | 750 |
| GIRLS 4th and 5th HEAD COACH | 800 | ROBOTICS | 750 |
| | | FELLOWSHIP OF CHRISTIAN ATHLETES | 325 |
| FOOTBALL | | SENIOR CLASS SPONSOR | 600 |
| BOYS VARSITY | 5,750 | JUNIOR CLASS SPONSOR | 1,000 |
| BOYS VARSITY ASSISTANT | 2,775 | SOPHOMORE CLASS SPONSOR | 200 |
| BOYS JUNIOR VARSITY | 2,275 | FRESHMAN CLASS SPONSOR | 200 |
| BOYS 7th & 8th HEAD | 2,075 | 8th GRADE CLASS SPONSOR | 200 |
| BOYS 7th & 8th ASSISTANT | 1,700 | STUDENT COUNCIL HS | 600 |
| BOYS 5th & 6th HEAD | 875 | STUDENT COUNCIL 7th & 8th | 600 |
| | | STUDENT COUNCIL ELEM | 600 |
| BASEBALL | | NATIONAL HONOR SOCIETY | 600 |
| VARSITY | 3,175 | NATIONAL JR. HONOR SOCIETY | 350 |
| 1ST ASSISTANT | 1,875 | SPANISH CLUB | 325 |
| 2ND ASSISTANT | 875 | YEARBOOK HIGH SCHOOL | 950 |

| | | | |
|----------------------------|-------|---|---------------------------------|
| | | YEARBOOK 7th & 8th GRADE | 825 |
| SOFTBALL | | YEARBOOK ELEMENTARY | 825 |
| VARSITY | 3,175 | FACS CLUB SPONSOR | 325 |
| 1ST ASSISTANT | 1,875 | SUNSHINE SOCIETY | \$700 for 13-14; \$300 after |
| 2ND ASSISTANT | 875 | DRAMA SPONSOR | 300 |
| | | JR HIGH/HIGH SCHOOL BAND | 1,200 |
| TRACK | | JR HIGH/HIGH SCHOOL CHOIR | 850 |
| BOYS VARSITY | 2,325 | ELEMENTARY SCHOOL CHOIR | 850 |
| GIRLS VARSITY | 2,325 | 7TH GRADE SPONSOR | 200 |
| BOYS/GIRLS VARSITY ASST | 1,375 | BUSINESS PROFESSIONALS OF AMERICA | 750 |
| BOYS 7th & 8th HEAD COACH | 1,375 | FFA | \$2000 |
| GIRLS 7th & 8th HEAD COACH | 1,375 | TECHNOLOGY COACH | 750 |
| | | DANCE SPONSOR | 900 |
| VOLLEYBALL | | WEIGHT-LIFTING PROGRAM | 425 |
| GIRLS VARSITY | 3,175 | FALL STRENGTH AND CONDITIONING | 1000 |
| GIRLS VARSITY ASSISTANT | 1,875 | WINTER STRENGTH AND CONDITIONING | 1000 |
| GIRLS JV | 1,875 | SPRING STRENGTH AND CONDITIONING | 1000 |
| GIRLS 8th V-BALL | 1,200 | JAPANESE CLUB | 325 |
| GIRLS 7th V-BALL 1,200 | | ELEMENTARY SPELL BOWL | 325 |
| WRESTLING COACH | 3,150 | NATIONAL TECHNICAL HONOR SOCIETY | 350 |
| WRESTLING COACH | 3,150 | AP/DUAL CREDIT PER SEMESTER PER COURSE, \$1000 CAP PER TEACHER PER YEAR | 125 |
| WRESTLING COACH ASSISTANT | 1,025 | ELEMENTARY AFTER SCHOOL ACTIVITY A | 275 |

| | | | |
|--|--|------------------------------------|-----|
| | | ELEMENTARY AFTER SCHOOL ACTIVITY B | 275 |
| | | ELEMENTARY AFTER SCHOOL ACTIVITY C | 275 |
| | | ELEMENTARY AFTER SCHOOL ACTIVITY D | 275 |
| | | ELEMENTARY AFTER SCHOOL ACTIVITY E | 275 |

An employee who requests for an ECA position to be shared with another employee may submit their request to the Superintendent and Association President for consideration. Any granted request will only be applicable for the school year in which it was granted. The employer shall maintain a list of shared positions for each school year. The stipend for all shared positions shall be divided equally. All other filled ECA positions will be paid as listed above for each time the position is filled.