

2021-2023

MASTER CONTRACT

OF

ITEMS AGREEABLE

between

**The Board of School Trustees
of the Fairfield Community School District
of Elkhart County, Indiana**

and

**The Fairfield Educators Association
of Fairfield Community School District
of Elkhart County, Indiana**



November 11, 2021

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**Master Contract
2021-2023
Fairfield Community Schools and The Fairfield Educators Association**

ARTICLE I. Recognition

- a. The Fairfield Educators Association, hereinafter called the “Association,” is hereby recognized by the Fairfield Community Schools Board of Trustees, hereinafter called the “Board,” as exclusive representative for certificated employees. Both parties agree that this Contract sets forth the terms and conditions to which each party agrees to be bound, and that such agreement has been reached voluntarily without undue or unlawful coercion or force by either party.
- b. Definitions.
 - i. The term “Teacher,” when used in the contract shall refer to all certificated personnel employed by the Board except those positions that do not require a license or permit to teach. Further exception would apply to the Superintendent, Assistant Superintendent, Director of Finance, Director of Technology, Director of Maintenance, Director of Transportation, Principals, Assistant Principals, and Athletic Director.
 - ii. The terms “Board” and “Association” shall include authorized officers, representatives, and agents.
 - iii. The term “School Corporation,” when used in this Contract, shall refer to the Fairfield Community Schools of the County of Elkhart of the State of Indiana.

ARTICLE II. Teacher and Association Rights

- a. This Contract supersedes and cancels all previous agreements whether verbal or written between the School Corporation and the Association as well as any alleged past practices of the School Corporation and this Contract constitutes the entire agreement between the parties.
- b. Any individual contract between the Board and an individual teacher shall be consistent with the terms and conditions of this Contract.
- c. If any provisions of this Contract or any application of this contract to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid.
- d. The Board will grant to the Association president, or to his/her designee if approved by the Superintendent, seven (7) paid Association leave days for the purpose of attending to Association business, in accordance with the rules governing personal leave, and the Association shall reimburse the Board for the cost of a substitute teacher.
- e. The Board will continue to grant teachers the right to any other payroll deduction program now in existence or outlined in administrative guidelines.

ARTICLE III. Compensation

- a. The salary range prior to any increases under this agreement is \$38,500 to \$69,050. Newly-hired teachers will be placed on the compensation plan set forth in Appendix A based on degree and years of experience at an accredited school(s). Teachers hired from outside the district will have only years rated as Effective and Highly Effective by the prior district(s), if such ratings are available, count toward experience for placement on the compensation plan. Teachers hired into the district may voluntarily opt to have the School Corporation disregard any or all years of experience in order to be placed by the corporation on the compensation plan at a lower amount after discussion with the Association. After a teacher has entered into a contract and death occurs the amount of pay accrued by the teacher for days worked shall be made payable to the estate of the deceased. Unused sick days would be paid at \$30/day to the estate up to the maximum of 203.
- b. The extra duty compensation plan is found in Appendix B. For non-athletic, non-music, non-co-curricular positions [i.e., academic competition coaching, club sponsorship, activity sponsorship] a teacher will complete the Extra Duty Verification Form developed by the FEA. The front side of the form will be completed at the beginning of each school year indicating how this extra duty role will benefit students. The reverse side will be completed by the end of the school year or upon completion of the activity schedule/season with verification of activities and rosters of students served. This form signed by the Principal and Superintendent will serve to verify the issuance of the extra duty pay.
- c. A teacher, who upon the request of an administrator, forfeits a preparatory period of at least 85 minutes to provide coverage for another teacher shall be paid \$40 per lost prep period for this ancillary duty. A teacher, who upon the request of an administrator, forfeits a preparatory period of at least 45 minutes to provide coverage for another teacher shall be paid \$20 per lost prep period for this ancillary duty. A teacher who forfeits a preparatory period of at least 30 minutes to provide coverage for another teacher shall be paid \$15 per lost prep period for this ancillary duty.
- d. The teacher's salary will be divided into twenty-six (26) equal pays. Paydays will be every other Friday beginning with the first pay Friday after teachers begin their contract but no longer than two weeks. There shall be no more than 26 pays in a calendar year. The teacher has the option of receiving all the unpaid balance at the end of June provided the business office is notified prior to May 1st. Teachers retiring at the end of a school year must take the lump sum payout of the contract at the end of June. The business office will provide the request form for June payout by the first paycheck in April.
- e. **Compensation Model: Increase to Teacher Base Salary**
Fairfield Community Schools recognizes that teachers with proven records of effectiveness are pivotal to the Academic Needs of Students and their continued achievement.

1. Statement of Eligibility

To be eligible for a salary increase, a teacher must not have received a rating of ineffective or improvement necessary in the prior school year. A teacher who received a rating of ineffective or improvement necessary remains at their prior year salary. A full-time teacher on a regular contract in their first year with Fairfield Community Schools whose salary would fall below the new minimum salary will be eligible to increase their salary to the new minimum.

2. Factors and definitions

- a. Evaluation rating – The teacher received a highly effective or effective evaluation rating from Fairfield Community Schools for the prior year.
- b. Academic Need – The importance of recruiting and retaining effective teachers in the corporation. The teacher must have received a highly effective or effective evaluation rating from Fairfield Community Schools, or another accredited school, for the prior year.

3. Salary Increases

- a. For the 2021-2022 school year the starting salary will be \$40,000 and returning eligible teachers will receive \$3300 to their base.
- b. For the 2022-2023 school year the starting salary will be \$41,500 and returning eligible teachers will receive \$3000 to their base. In addition, all eligible teachers including new teachers will receive an additional 1% to their base after these increases. As a result, the new starting salary will be rounded up to \$42,000.

4. The factors used in this compensation model are evaluation and academic needs as defined in Paragraph 2, above.

5. **Redistribution.** Any funds otherwise allocated for teachers who were rated ineffective or improvement necessary will be equally redistributed to all teachers rated effective or highly effective. The redistribution will be in the form of a stipend that will be paid at the end of the school year.

6. Teachers hired prior to the ratification of this contract will have their base pay adjusted to the Newly Hired Teacher Compensation Schedule (Appendix A). A full-time teacher on a regular contract in their first year with Fairfield Community Schools is not subject to a pay reduction based on the Newly Hired Teacher Compensation Schedule.

f. **Instructional Stipends** - These stipends are not included in the teacher's base salary.

- 1. **Master's Degree:** \$2500 per year over a period of three (3) years for a total of \$7500 will be paid out to any teacher who completes a Master's degree of any kind (retroactive to teachers working in the district as of September 1, 2014)
- 2. **Dual Credit and AP Courses:**
 - a. \$500 per semester paid out to any teacher teaching 1 or 2 dual credit/AP courses that semester
 - b. \$1,000 per semester paid out to any teacher teaching 3 to 4 dual credit/AP courses that semester
 - c. \$1,500 per semester paid out to any teacher teaching 5 to 6 dual credit/AP courses that semester
- 3. This Agreement applies only to the portion of the Instructional Stipends to be paid during the 2021-2023 school years. The reference to stipends to be paid in future years are not bargained and are recited to reflect the parties' current intention for future years.

g. **Teacher Appreciation Grants Stipends [IC. 20-43-10-3.5] - [Not Bargained]**

All Teacher Appreciation Grant (TAG) monies received from the Indiana Department of Education will be distributed to the teachers who meet the following criteria:

- 1. A teacher employed with Fairfield Community Schools for at least 120 days the previous year;

2. Received a Highly Effective or an Effective rating on their most recently completed performance evaluation; and
3. Employed on December 1st of the year the Corporation receives the Teacher Appreciation Grant monies.

The School Corporation will distribute its Teacher Appreciation Grant monies as follows:

1. To All Effective Teachers: A stipend of equal amount
2. To All Highly Effective Teachers: A stipend in an amount 25% more than the stipend given to Effective teachers

The School Corporation will distribute the stipends within 20 business days of the distribution date by the Indiana Department of Education of the Teacher Appreciation Grant monies to the School Corporation. Fairfield Community Schools costs for FICA and TRF will be reduced from the allocation amount.

- h. The Corporation is given discretion to award grant-based stipends, subject to discussion of such award with FEA leadership, prior to their inclusion in performance pay.

ARTICLE IV. Fringe Benefits

- a. **Pro-Rated Benefits.** Relative to Sections C and G below, wage-related benefits shall be made available on a pro-rata basis proportional to the teacher's full-time equivalency (FTE) for the position. A full-day teacher teaching all year would be a FTE of 1.0 and would receive 100% of benefits outlined below. For comparison, a teacher teaching 80% of a full schedule, or 0.8 FTE, would receive 80% of benefits outlined below. This would equate to 80% of the district's contribution toward a health or dental plan. This provision becomes effective for employees hired after August 22, 2013; employees hired prior to that date are grandfathered at benefit levels set by past practice.
- b. **Group Life Insurance.** The Board shall provide for teachers a group life insurance protection plan which shall pay the teacher's designated beneficiary the sum of fifty thousand dollars (\$50,000) in the event of death; in the event of accidental death, a sum of not less than two (2) times that amount shall be paid. To be eligible for this benefit, the teacher must enroll in the plan and pay a premium of \$1.00 to the Board.
- c. **Health Insurance.** The Board shall provide for teachers, a health insurance plan for a twelve (12) month period, which provides individual and/or family plan major medical health coverage.

Per requirements of the Affordable Care Act, Fairfield Schools will make available to all employees who work full-time (defined as 30 hours or more) a Bronze Health Insurance Plan. This will be a high deductible health care plan with a premium that meets the Safe Harbor threshold for affordability per the IRS. The Bronze Plan will be a single plan for the employee only. The Corporation's share of the premium is already built into the fact the plan is meeting Safe Harbor for the ACA, so no fixed percentage of the cost of the plan will be paid by the Corporation. The Corporation share and employee share may change from year to year based on the Safe Harbor amounts for affordability. Further, the Bronze Plan member will receive no Health Savings Account contribution from the Corporation. Per requirements of the Affordable Care Act, all employees will either accept the Bronze Plan coverage, waive the coverage, or exercise the option to move to coverage under the Corporation's Gold Plan.

The Corporation will make available a high deductible Gold Health Insurance Plan. A teacher who enrolls in this health plan shall pay thirty-two percent (32%) of the cost for single coverage or thirty-eight percent (38%) of the cost for family coverage. In the event of increase in rates, the teacher shall pay thirty-two percent (32%) of the increase in premium for single coverage or thirty-eight percent (38%) of the increase for family coverage.

The Board shall contribute to a Health Savings Account after January 1, 2022 and January 1, 2023 two-thousand two hundred and fifty dollars (\$2250) for each employee covered by the family Gold health insurance plan and one thousand fifty dollars (\$1050) for each employee covered by an individual Gold plan. Employees may elect to have additional HSA contributions up to IRS limits deducted from each pay. Employees covered by the Bronze Plan will receive no HSA contribution from the Corporation.

The Board shall offer eligible teachers an additional \$150 HSA contribution for the single plan and \$300 HSA contribution for the family plan. To be eligible for the \$150 HSA contribution the teacher must take part in a wellness screening provided by the district in the fall. To be eligible for the \$300 HSA contribution, the teacher and spouse, if married and covered by a family plan, must take part in a wellness screening provided by the district in the fall. This wellness screening will be paid for by the School Corporation, and the screening must be conducted through the vendor selected by the Corporation. These additional HSA amounts are to be deposited in employees' accounts in January 2022 and January 2023. Employees covered by the Gold Plan may elect to have additional HSA contributions up to IRS limits deducted from each pay. Employees covered by the Bronze Plan will not be eligible for incentives but they will be eligible to take part in the wellness screening.

- d. **Insurance Committee** - The Board of School Trustees shall choose a carrier for group life insurance, major medical and accident insurance, long-term disability, and dental insurance from a list of up to three (3) carriers recommended by the Insurance Committee made up of four (4) association members, one from each school, appointed by FEA; one (1) officer from FEA; and three (3) administrators/central office personnel.
- e. **Long-Term Disability**. The Board shall provide for teachers a group long-term disability policy with up to a maximum of \$80,000 of covered salary. The Board agrees to pay all but one dollar (\$1.00) of the premium for each certificated employee up to a maximum of one hundred sixty-two dollars (\$162.00).
- f. **Section 125 Flexible Benefit**. The full benefits of Section 125 Flexible Benefit Plan of the Internal Revenue Code of 1986, as amended shall be provided. The participating teacher shall pay any and all costs involved.
- g. **Dental Insurance**. The Board shall provide for teachers a dental insurance plan for a twelve (12) month period which provides individual and/or family plan coverage. A teacher who enrolls in the dental plan shall pay thirty-two percent (32%) of the cost for single coverage or thirty-eight percent (38%) of the cost for family coverage. In the event of an increase in rates, the teacher shall pay thirty-two percent (32%) of the increase in premium for single coverage or thirty-eight percent (38%) of the increase for family coverage.
- h. **Vision Insurance**. The Board shall provide an option for a vision insurance plan for a twelve (12) month period, which provide individual and/or family plan coverage. A teacher who enrolls in the vision plan shall pay one-hundred percent (100%) of the cost for single coverage or family coverage.

- i. **Counseling Services** - The Board shall provide an Employee Assistance Program (EAP) chosen after discussion with the Association leadership. All costs of the initial visits for the EAP will be assumed by Fairfield Community Schools with subsequent visits covered by the employee through insurance or self-pay. The EAP provides employees, spouses, and dependent children 4 visits with therapists during the year of service.

- j. **Sick Day Payout** - A teacher who retires from Fairfield Community School Corporation with at least fifteen (15) years of service in the district will receive thirty dollars (\$30.00) for each day of accumulated sick leave not to exceed the maximum number of accumulated days listed in Article VI B. ii. The payment for accumulated sick leave will be made in the form of one payment into a Non-Elective 403(b) Plan in June of his/her final year. To the extent that if any of these payments would exceed the non-elective 403(b) Plan Contributions the excess above the maximum limitations would be paid to the teacher in cash.

- k. **401(A) Retirement Plan** - Starting with the 2002-03 School Year the corporation established a section 401(a) Retirement Plan for teachers to be funded with contributions by the corporation. The corporation agrees to contribute 1% of the teachers' base salary as established in the Teacher's Master Contract Compensation Plan. Contributions to the 401(a) Plan will be done on a quarterly basis. The plan will provide for vesting after fifteen (15) years of service. For vesting purposes, teachers will be given credit for years of service worked as teachers in the corporation prior to the establishment of the plan. Teachers shall be vested at: 33 1/3% after five (5) years; 66 2/3% after ten (10) years; and 100% after fifteen (15) years of service. The Corporation and Association acknowledge that the purpose of establishing the 401(a) Retirement Plan was to convert from a system of unfunded retirement benefits to a funded plan. The parties further agree that all contributions made to the 401(a) Plan by the Board shall be considered as additional funds and impact salary increases. The benefits (Severance & Group Health Insurance) that a retiring teacher may receive under the provisions of Sections F and G of Article V shall be decreased by an amount equal to the corporation's contributions to that teacher's 401(a) plan account plus the agreed assumed rate of investment growth, hereafter defined as 401(a) Investment Value at Retirement (this keeps Fairfield Community Schools from paying for this benefit twice). The assumed rate of investment growth and the decrease of unfunded benefits shall be as follows:
 1. The assumed rate of investment growth for the purpose of calculating the 401(a) Investment Value at Retirement shall be 8% and it shall be applied on a compounded basis.
 2. The Severance Benefit defined in Section F of Article V shall be decreased by an amount equal to 401(a) Investment Value at Retirement.
 3. In the event that the 401(a) Investment Value at Retirement exceeds the amount of the Severance Benefit defined in Section F of Article V, the Group Health Insurance Benefit defined in Section G of Article V shall be decreased by the excess amount.

ARTICLE V. Social Security Bridge

- a. Exclusion for Teachers Hired after June 1, 2002. The Severance and Group Health Insurance Benefits provided under Sections F and G of this Article V shall not be available to any teacher hired after June 1, 2002.

- b. In order to be eligible to participate in the Fairfield Community Schools Social Security Bridge Plan teachers shall meet the following conditions:

- i. Teachers must have completed fifteen (15) years of service in the Fairfield Community School Corporation or Schools incorporated in the Fairfield School Corporation reorganization.
 - ii. Teachers must qualify for full retirement benefits from the State Teachers' Retirement Fund within the Indiana Public Retirement System.
 - iii. Teachers must inform the Superintendent and the Board of School Trustees in writing not later than May 1 in the year they plan to sever their contract with the Fairfield Corporation. Teachers are encouraged to inform the Superintendent and the Board of School Trustees in writing not later than May 1 one year prior to the year they plan to sever their contract with Fairfield Corporation.
- c. In the event a teacher is unable to give notice of severance as required and is forced to sever as result of ill health, accident, or other unforeseen events, the required notice of severance may be waived by the Board of School Trustees.
- d. After a teacher has given proper notification of intent to sever as specified in Section b, and death occurs prior to receiving the severance pay, such benefit shall be made payable to the beneficiary of the deceased.
- e. A teacher who is dismissed for reasons other than immorality and is eligible for severance pay will receive the same benefits as a person who has given proper notice.
- f. Following retirement, all certified members of the bargaining unit meeting the above requirements will be entitled to annual payment of \$7,028 per year for five (5) years into a Non-Elective 403(b) Plan Annual payments will be made in July after the date of severance. To the extent that if any of these payments would exceed the non-elective 403(b) Plan. Contributions the excess above the maximum IRS limitations would be paid to the teacher in cash. No Social Security Bridge payment will be funded until the year in which payment is made. The benefit under this provision may be decreased as provided in Section K of Article IV.
- g. A teacher receiving Social Security Bridge benefit, as well as his/her spouse if any, or as otherwise required by law, may continue to participate in the school corporation's group health insurance plan until he/she is eligible for Medicare. If a teacher who retires already is eligible for Medicare, the teacher may not continue on the corporation's group health insurance plan and coverage will terminate upon completion of the final day of employment. Once a teacher who retires becomes eligible for Medicare, the teacher may not continue on the corporation's group health insurance plan.
- h. A teacher has the choice of Option "A" or Option "B":
- i. Option "A": the board will pay the same amount for group health insurance single premium as provided at the time of retirement. In no event shall these payments exceed a maximum of five (5) years. After the fifth year, insurance benefits may be continued by a teacher at his/her own expense.
 - ii. Option "B": The board will pay the same amount for group health insurance family premium as provided at the time of retirement. In no event shall these payments exceed a maximum of five (5) years. After the fifth year, insurance benefits may be continued by a teacher at his/her own expense. The teacher must submit in writing to the administration office his/her intent prior to leaving his/her job. The benefit under this provision may be decreased as provided in Section K of Article IV.

ARTICLE VI. Leaves of Absence

- a. Days granted as leave are assumed to be full working days for a full-year regular contracted teacher. Leave days will be awarded pro-rata, proportional to the teacher's full-time equivalency (FTE) for the position. A full-day teacher teaching all year would be a FTE of 1.0 and would receive 100% of full leave days outlined below. For comparison, a teacher teaching 80% of a full schedule, or 0.8 FTE, would receive 80% of the full days outlined below rounded up to the next full day. This would equate to 8 full days of sick/family leave that could be taken as 8 full days or 16 half-days or combination thereof. Leave must be taken in full or half-day increments.
- b. **Sick/Family leave.** Sick/Family (Illness/Accident) leave shall be credited annually to each teacher on the first day of the school year as follows:
- i. Ten (10) days for all teachers each year of service on a regular teaching contract.
 - ii. Sick/Family leave may accumulate to 213 days. A cap of 203 days would still apply for retirement compensation purposes found in Article IV, section K. Accumulative leave days may only be used for an individual teacher's illness or accident.
 - iii. Terms of Sick/Family leave use:
 - (1) Sick/Family leave may be used in whole or half-day increments for teacher's illness, medical or dental appointments, or family illnesses or the birth of a grandchild. "Family" will be interpreted as husband, wife, child, father, mother, father-in-law, mother-in-law, brother, sister, grandchild, or a member of the immediate household.
 - (2) Sick leave days accumulated by a teacher prior to a leave of absence shall be credited to the teacher upon return.
 - (3) Teachers on summer employment shall be eligible to use sick leave on the same basis as is used during the regular school year.
 - (4) Any sick leave days accumulated by a certified employee in another school corporation within the state of Indiana up to 90 days shall be transferred as follows: beginning with the first year and succeeding years of employment, there shall be transferred up to 10 days of sick leave until the accumulated days which said teacher was entitled to in the former place of employment shall be exhausted or the limit of ninety days is reached.
 - (5) A teacher who is absent because of personal illness or injury, not eligible for workmen's compensation and not eligible for long term disabilities, may use sick leave.
 - (6) Teachers are discouraged from using sick or family sick days for appointments on snow make-up days. Proof of illness may be required for teachers using sick or family sick days on snow make-up days.
- c. **Maternity Leave** The personal illness/condition of a teacher who is pregnant will be entitled upon request to a leave of absence for a period up to one (1) year following the birth of the child subject to the following:
1. The leave will begin no later than the date the teacher's attending physician determines and will end no earlier than at a time teacher's attending physician determines. The School Corporation may require a statement by the physician on these medical questions.
 2. The leave may extend for a period of up to one (1) year following the birth of the child; said teacher will notify the Superintendent in writing of the intention to take such leave and, except in the case of emergency, will give such notice on a mutually approved leave form at least thirty (30) days prior to the date on which the leave is to begin.
 3. Ten (10) days of maternity leave with pay will be allotted after the birth of a child.

4. Any teacher taking leave of absence under this policy may also use any days of sick leave which the teacher has accumulated under the School Corporation's sick leave policy or the Master Contract, but will be required, at the option of the School Corporation, to present a doctor's certificate of disability and personal physical inability to teach to justify such use of accumulated sick leave days. Such use of sick leave will be limited to the teacher's disabilities directly related to the birth of the child.
 5. Any teacher taking leave of absence under this policy may be eligible to borrow from the Sick Leave Bank as set forth in the Master Contract. Such use of the bank days will be limited to personal disabilities directly related to the cause of the disability.
- d. **Adoptive Leave** - A teacher taking adoptive leave under the Corporation's FMLA policy may use up to thirty (30) days of accumulated sick leave as part of the 12 weeks FMLA leave. Five (5) days of adoptive leave with pay will be allotted. A teacher may not borrow from the Sick Leave Bank for adoptive leave.
 - e. **Paternity Leave** - A teacher taking paternity leave under the Corporation's FMLA policy may use up to thirty (30) days of accumulated sick leave as part of the 12 weeks FMLA leave. Five (5) days of paternity leave with pay will be allocated after the delivery of the child. A teacher may not borrow from the Sick Leave Bank for paternity leave. Paternity leave cannot begin prior to the birth of the child or the leave being deemed medically necessary due to health of the mother.
 - f. **Sick Leave Bank.** The Sick Leave Bank is open to all certified personnel covered by the master agreement. The bank is formed by voluntary participation and voluntary donations by personnel. This bank replaces the Reserve Leave in prior agreements.
 - i. Teachers will automatically be enrolled in the Sick Leave Bank unless a waiver saying they do not wish to participate is sent to the Business Manager during the first ten (10) days of the school year or the first ten (10) days following ratification of this contract, whichever is later. Membership in the Sick Leave Bank shall be automatically continued from one school year to the next unless the member indicates in writing an election to withdraw from the bank. Such election to withdraw must be made during the annual enrollment period. Personnel electing to be a member must remain a member for the entire school year.
 - ii. No teacher shall be required to participate in this program.
 - iii. Upon formation of the Bank in 2013, all member teachers donated one (1) sick leave day toward the sick leave bank. All donated days lost their identity and are considered a permanent contribution. These days shall be used for the purpose of providing a bank of days upon which employees may borrow in cases of long-term absence for personal illness or a chronic medical condition which requires specialized treatment by a doctor on a regularly scheduled basis. A teacher who does not voluntarily donate one (1) day of sick leave is not qualified to receive benefits of the program. Days borrowed from the sick bank do not need to be repaid to the bank.
 - iv. Application for sick bank days can be made for Family Leave in cases of a family member's long-term personal illness or a chronic medical condition which requires specialized treatment by a doctor on a regularly scheduled basis. "Family" for the sick leave bank is defined the same as in Section VI b iii (1) above. It is the determination of the Sick Leave Bank Committee as to whether to award this leave to the teacher.
 - v. New teachers hired after formation of the bank, upon election to become a member, will donate one (1) sick day once toward the sick leave bank. Personnel employed by the school corporation after the annual enrollment window has passed shall have ten (10) days from the date of employment in which to decline membership.
 - vi. Members whose sick leave at the beginning of the 2021-2022 or 2022-2023 school year has accumulated to 213 days will have their ten (10) days' entitlement from Article

VI b i for the new year donated to the bank unless they notify the Business Manager that they do not wish their days donated. This donation of days will happen for every member every year when their accumulated days at the start of the year exceed 213 days.

vii. Application of Need

1. A teacher may apply for days given days are available in the bank. All sick leave and personal leave previously accumulated by the individual must be exhausted. A teacher on a leave of absence will not be considered to be eligible. An individual may not borrow from the sick leave bank beyond the date when he becomes or could become eligible for long term disability benefits provided by the Board of School Trustees. An individual may not borrow from the sick leave bank for absences due to self-inflicted disability. A member cannot draw days from the Bank and also receive compensation from another source (i.e. another leave, disability, or workman's compensation). Sick Bank Leave cannot be used to extend a Maternity Leave unless such leave is warranted by a physician.
2. A maximum number of days to be granted per member shall be twenty-five (25) consecutive or non-consecutive days per school year. An extension of the 25-day limitation may be granted at the discretion of the Sick Leave Bank Committee not to exceed another 25 days. Any extension beyond this fifty (50) day limitation will require approval by the Board.
3. An individual with a chronic medical condition which requires specialized treatment by a doctor on a regularly scheduled basis may make application to the Sick Leave Bank Committee for days from the bank. Applications shall be made in writing to the employer and shall be made on a form provided by the FEA, signed by a physician licensed to practice medicine, certifying that the teacher is temporarily disabled. "Temporarily disabled" shall mean a physical inability to perform all of the duties of the teacher. Such doctor's statement shall also include the nature of the disability, treatment being rendered, treatment schedule if applicable and prognosis for a return to work. Further certification may be required by the employer from time to time. All medical information concerning an applicant shall be held in strict confidence.
4. The Sick Bank Committee will respond to the applicant in writing of the decision of the Committee within five (5) days following the Committee action. Action to grant the leave will be reported to the Fairfield Community School Corporation payroll officer.
5. Unused bank days shall remain in the bank. If the bank is discontinued, the sick days remaining in the bank will be distributed to the participants with the following restrictions:
 - a. No teacher shall be repaid more days from the bank than he contributed to the bank.
 - b. The repayment of days may not result in a total accumulation of sick leave days in excess of 213 for any individual teacher.

viii. **Sick Leave Bank Committee:** The Committee shall consist of the Director of Finance, a designee of the Superintendent, the Association President, and two teachers who will provide representation of The Association on the Committee proportional to its share of all teachers in the district. The Director of Finance will act as chairperson of this Committee. The Association President will have no voting power except in the event of a tie vote by the committee.

- g. **Workmen's Compensation Leave.** A teacher who is absent from work because of injury received on the job receives regular pay from his/her accumulated sick leave the first five (5) days (chargeable against sick leave). After the first five (5) days, the teacher will be paid by

the School Corporation the difference between Workmen's Compensation and his/her regular pay not to exceed the total dollar value of his/her total accumulated sick leave until the individual's sick leave is exhausted. Provided, however, in the event of a physical injury resulting from battery by a student, parent, or other person in the course of a job-related function, the teacher will be paid by the School Corporation the difference between Worker's Compensation and his/her regular pay for first fifteen (15) school days missed without any reduction in his/her accumulated sick leave days.

- h. **Bereavement.** The following policy shall regulate teacher absence due to death in the family. Each teacher shall be entitled to be absent from work because of death in the immediate family for a period of five (5) school days beyond such death without loss of compensation. The days may be taken non-consecutively. Immediate family is interpreted as including the following: father, mother, brother, sister, child, wife, husband, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild of the teacher or the teacher's spouse, and any other relative or person who at the time of death was living as a member of the household of the teacher, including unborn children (i.e. miscarriages).

In case of death of an uncle, aunt, first cousin, niece, or nephew the teacher is entitled to be absent one (1) day without loss of compensation (day of funeral).

For any teacher who has a student on his or her class roster who dies during the course of the school year, leave will be granted for travel time to attend the funeral up to a full day.

Additional days may be granted by application to the Superintendent or his/her designee.

Teachers asked to serve in one of the following capacities as an active participant in a funeral service will be excused without loss of compensation for such duty, not to exceed one (1) day's absence. These roles are limited to music accompanist, singer, presiding/pastoral role, pallbearer, eulogist, or color/honor guard.

- i. **Jury Duty Leave.** When requested, a teacher may serve on jury duty. The Board shall pay the teacher his/her full salary less any daily remuneration granted by the court. Pay for court incurred expenses shall not be considered as court pay and shall not be deducted from the teacher's salary. Provided, however, the teacher will join the School Corporation in requesting the court for excuse from jury duty when, in the opinion of the School Corporation, the teacher's absence would create a hardship on the educational program.
- j. **Court Leave.** Court leave with pay shall be granted to teachers subpoenaed in a court proceeding where the teacher's presence is required in the litigation, except in any matter where the teacher is a plaintiff, or in any matter where the teacher and the School Corporation are adverse parties in the action or any proceeding pursuant to Public Law 217, Acts of 1973.
- k. **Personal Leave.** Each teacher shall be entitled to at least three (3) days for the transaction of personal business and/or the conduct of personal or civic affairs during each year of such employment. Unused personal leave days shall be allowed to accumulate up to a maximum of five (5) days after which the unused days shall be added to the accumulated sick/family leave after the close of school. It is discouraged that personal days be used to extend a vacation except for emergency situations. Personal days used before or after a vacation to extend Spring Break or Winter Break will be deducted 2 for 1 (one day of leave will result in two personal days being charged). A written statement shall be submitted to the building principal and superintendent of schools setting forth the reason and necessity, which shall

be the cause of such absence prior to or following a vacation. Prior approval from the Superintendent or his/her designee must be obtained for use of personal leave on Parent/Teacher Conference days and Teacher Professional/Orientation days. Personal leave days may not be used during summer school employment. Personal leave days must be exhausted before no-compensation days would be granted.

i. **Teacher's Professional Meetings.** The building principal and superintendent will approve teachers' requests to attend a minimum of one (1) conference per year in their major fields with pay, mileage, and reasonable expenses. Reasonable mileage and reasonable expenses to approved conferences on non-school days will be paid by the School Corporation. Teachers should submit an estimate of expenses at the time of their request or approval to attend conferences. When teachers are asked to attend a conference by the administration, upfront cost of the registration will be paid by the corporation. The teacher may be responsible for registration costs if he/she does not attend. Professional leave days will not be granted during summer school employment unless approved by the Superintendent or Designee prior to the event.

m. **General Provisions Covering Leaves of Absence**

i. A teacher whose leave of absence was not anticipated to, and did not in fact, exceed sixty (60) contract days, shall be reinstated to the same teaching position. If the leave is sixty-one (61) days or longer, a teacher returning from a leave of absence covered by this Article shall be given a position in the school system, which is in keeping with their area of certification.

ii. Leave time shall not be counted against a teacher for salary purposes as long as the leave does not prevent the teacher from obtaining an Effectiveness Rating. If a teacher, does not instruct a minimum of 90 days, the teacher will not receive a rating, will be ineligible for a rating, and will stay at the salary he/she was making at the time of taking the leave, unless a previously earned rating was not applied. If so earned, it will be applied upon a return to teaching. It is understood that a probationary teacher on leave of absence is still subject to notification that the contract will not be renewed in accordance with state law, and a professional or established teacher is subject to notice of dismissal for cause as established by state law.

iii. Teachers on leave, at their option and at their individual expense, may continue insurance benefits as set forth in this Contract.

iv. The School Corporation reserves the right to require written verification of the reasons for all leaves.

ARTICLE VII. Grievance Procedures

a. **Preamble:**

Good morale is maintained, as problems arise, by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise. Both parties agree that proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

b. **Definitions:**

- i. A “grievance” is an alleged violation of a specific article or section of this Contract; or an alleged misapplication or misinterpretation of law or an adopted school board policy in Series 3000 of the School Board policies regarding Professional Staff.
 - ii. The term “teacher” includes any individual or group of individuals within the bargaining unit.
 - iii. The term “day” when used in this Article shall be school teaching days. During the summer recess, the term shall mean weekdays, but shall include Saturday when summer school teachers are required to work beyond weekdays.
 - iv. The term “authorized representative” shall include officers, faculty, representatives, and agents of the Association.
- c. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted if the adjustment is not inconsistent with the terms of this Contract, and the Association has been given an opportunity to be present at such hearings.
- d. **Procedure:**
- i. The number of days indicated at each level shall be considered as maximum and every effort shall be made to expedite the process. The time limits may be extended by mutual consent in writing by authorized representatives of each party. In the event that a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, all parties involved shall use their best efforts to process such grievance by the end of the school term or as soon thereafter as possible.
 - ii. Level One - A teacher with a grievance may initiate procedure in one (1) of the following ways:
 - (1) He/she may approach the building principal concerned and discuss the matter in his/her own behalf.
 - (2) He/she may request that a representative of the Association accompany him/her in approaching his/her building principal. In such case, the principal shall not initiate any consultation with the grievant prior to any scheduled meeting at which the representative is to be present. The principal may have a representative or consultant present at the meeting.
 - (3) In the event the steps “a” and “b” above are unsuccessful, the teacher may file a formal grievance in writing to the building principal. This grievance shall include:
 - (a) Name of grievant.
 - (b) Date the alleged grievance occurred.
 - (c) A statement of the facts giving rise to the grievance.
 - (d) Identify the specific alleged provision of the agreement violated.
 - (e) State the contention of the employee with respect to the grievance.
 - (f) Indicate the specific relief requested.

This form shall be filed in quadruplicate with one (1) copy to the Association, one (1) copy to the grievant, one (1) copy to the building principal and one (1) copy to the office of the Superintendent. A formal grievance shall be filed as soon as possible but in no event longer than fifteen (15) days after disclosure of the facts giving rise to the grievance.

- (4) Within five (5) days of the filing of the formal grievance in writing, a meeting shall take place between the building principal and/or a designee and a consultant, if desired, the grievant, and the association representative; and an

answer to the grievance shall be given to the grievant in writing within four (4) days.

iii. Level Two - Superintendent

Within fifteen (15) days after receiving the decision of the building principal, the grievance may be appealed to the Superintendent and/or his/her designated representative. The appeal shall contain the six points a Level One (3) above and must be accompanied by a copy of the decision at Level One. Within seven (7) days the Superintendent and or his/her designated representative shall meet with the grievant and the Association representative. Within four (4) days of the meeting, the Superintendent and/or his/her designated representative shall indicate in writing his/her decision of the grievance. A copy of this decision shall be forwarded to the grievant, the Association, and the building principal.

iv. Level Three - School Board

If the grievance is not settled at Level Two, it may be appealed within fifteen (15) days to the Board by filing a written notice to the Board of School Trustees. A meeting with the Board shall be held within fifteen (15) days following the receipt of such notice and the Board shall promptly notify the grievant and the Association of the date, the time, and the place where such appeal shall be heard. The Board's written decision shall be transmitted to the grievant and the Association within five (5) days after the hearing. The Board may not consider any material, allegation or remedy not presented in Level Two.

ARTICLE VIII. Terms of Agreement

This contract is effective from July 1, 2021, through June 30, 2023, on all terms. This contract is ratified and signed at Goshen, Indiana, on the 11th of November, 2021, between the Board of School Trustees of the Fairfield Community Schools, County of Elkhart, State of Indiana, Party of the first part, heretofore referred to as the "Board," and the Fairfield Educators Association, Party of the second part, heretofore referred to as the "Association" and affiliate of the Indiana State Teachers Association and the National Education Association.

The undersigned attest to the following:

1. A public hearing was held in compliance with I.C. 20-29-6-1(b) on August 31, 2021, and electronic participation from the governing body and or public was not permitted; and
2. A public meeting in compliance with I.C. 20-29-6-19 was held on November 8th, to discuss the tentative agreement and electronic participation from the governing body or public was not permitted.

Marilee Keim, President
Board of School Trustees

Dennis Schooley, President
Fairfield Educators Association

Sarah Elledge, Vice-President
Board of School Trustees

Jonathan Gigler, Bargaining Chair
Fairfield Educators Association

Aaron Rink, Secretary
Board of School Trustees

**Appendix A
Fairfield Community Schools
Newly Hired Teachers Compensation Schedule
2021-2022**

A full-time teacher on a regular contract in their first year with Fairfield Community Schools is not subject to a pay reduction based on the Newly Hired Teacher Compensation Schedule.

Experience	Bachelors	Masters Salary
0	\$40,000	\$42,500
1	\$41,000	\$43,000
2	\$41,300	\$43,300
3	\$41,500	\$43,500
4	\$41,700	\$43,700
5	\$42,000	\$43,800
6	\$42,500	\$43,900
7	\$43,500	\$44,000
8	\$44,000	\$44,100
9	\$45,000	\$46,000
10	\$46,000	\$47,000
11	\$46,900	\$48,000
12+	\$47,400	\$49,000

The superintendent has the discretion to offer up to a \$5000 signing bonus in the form of a stipend for hard-to-fill licensed positions and will consult with the FEA president prior to offering this increased pay. Teachers already hired will not be adversely affected.

**Appendix A
Fairfield Community Schools
Newly Hired Teachers Compensation Schedule
2022-2023**

A full-time teacher on a regular contract in their first year with Fairfield Community Schools is not subject to a pay reduction based on the Newly Hired Teacher Compensation Schedule.

Experience	Bachelors	Masters Salary
0	\$42,000	\$43,500
1	\$43,000	\$44,000
2	\$44,700	\$44,800
3	\$44,900	\$45,000
4	\$45,100	\$45,500
5	\$45,200	\$46,000
6	\$45,700	\$46,500
7	\$46,100	\$47,000
8	\$47,000	\$47,500
9	\$47,500	\$47,700
10	\$48,500	\$50,400
11	\$49,500	\$52,400
12+	\$50,000	\$53,000

The superintendent has the discretion to offer up to a \$5000 signing bonus in the form of a stipend for hard-to-fill licensed positions and will consult with the FEA president prior to offering this increased pay. Teachers already hired will not be adversely affected.

Appendix B
Extra Duty Schedule by Pay Level 2021-2022 and 2022-2023
*The Corporation will pay the state retirement in addition to these amounts
for members of the Indiana State Teachers Retirement Fund*

Group	Position	0-5 Years	6-10 Years	11+ Years
A				
	Head Basketball	\$7,391	\$7,839	\$8,287
	Head Football			
	Head Volleyball			
	Band Director			
	Choir Director			
B				
	Head Baseball	\$4,806	\$5,052	\$5,226
	Head Softball			
	Head Track			
	FFA			
	Yearbook (2021-2022)			
C				
	Head Wrestling	\$3,572	\$3,637	\$3,709
D				
	Varsity Assistant Basketball	\$3,314	\$3,380	\$3,446
	Assistant Basketball			
	Assistant Football			
	Assistant Band			
	Assistant Choir			
E				
	Cheerleader - Cheer Block	\$2,789	\$2,843	\$2,899
	Assistant Volleyball			
	Sports Contest Supervisor			
F				
	Freshman Basketball	\$2,296	\$2,342	\$2,387
	Freshman Football			
	Head Tennis			
	Cross Country			
	Training Room Assistant			
	Guard Director			
G				
	JH Basketball	\$2,132	\$2,172	\$2,216
	Assistant Wrestling			
	Summer Band			
	Semester Academic Tutor			
H				
	JH Cross Country	\$1,738	\$1,772	\$1,808
	Assistant Track			
	Assistant Baseball			
	Head Musical Director			
	Assistant Softball			

JV Softball
 Head 8th Grade Football
 Head 7th Grade Football
 Head Golf
 Robotics Coach / Coordinator

I				
	Assistant 8th Grade Football	\$1,680	\$1,716	\$1,777
	Assistant 7th Grade Football			
	JH Wrestling			
	JH Track			
	Junior Class Sponsor			
	Freshman Volleyball			
	JH Volleyball			
	Play Director			
	Yearbook (beginning 2022-2023)			

J				
	FJSHS Team Coordinators	\$1,262	\$1,284	\$1,308
	MMS Team Coordinator			
	Assistant Musical Director			
	Auditorium Coordinator			
	Freshman Baseball			
	5 th /6 th A/B District Basketball			
	5 th /6 th A/B District Volleyball			
	7 th /8 th A/B District Basketball			
	7 th /8 th A/B District Volleyball			
	Skills USA			
	International Culture Club/GAPP			

K				
	JH Baseball	\$1,183	\$1,208	\$1,232
	Weight Training Coordinator			
	Assistant Tennis			
	Percussion Director			
	Elementary Music			
	Assistant Play Director			
	JV Cheerleader			
	JH Softball			
	JH Wrestling Assistant			

L				
	Academic Coach	\$1,004	\$1,028	\$1,049
	Sunshine Society			
	Senior class Sponsor			
	Freshman Cheerleader			
	Student Council			
	JH Cheerleader			
	Assistant Musical Director B			
	FJSHS A/V Events Coordinator			
	Robotics Coach			

M				
	FHA	\$766	\$779	\$796
	Intramurals			
	National Honor Society			

National Art Honor Society
 6th Grade Volleyball
 JH Golf
 Elementary Dyslexia Coordinator
 Elementary Student Council
 Jr Robotics Coaches
 Chess Club
 5th/6th Intramural Basketball
 5th/6th Intramural Volleyball

N				
	Sign Language Club	\$611	\$624	\$636
	German Club			
	Spanish Club			
	Key Club			
	FADD			
	Outdoor Lab Coordinator			
	e-sports Club			
O				
	Fairfield Jr Honor Society	\$403	\$412	\$419
	JH Student Council			
	Teachers regularly traveling			
	Elem Grade Level Coord			
	MES 8 th Grade Sponsor			
P				
	Class Sponsors	\$331	\$348	\$366

Assistant Athletic Director: Compensation for the Assistant Athletic Director position will be \$10,000 for the 2021-2022 School Year and 2022-2023 School Year.