

AGREEMENT

BETWEEN THE

GOVERNING BOARD

OF THE

CENTRAL NINE CAREER CENTER

AND THE

CENTRAL NINE TEACHERS'

ASSOCIATION

~~August 1, 2015~~ September 15, 2017 through ~~July 31,~~  
~~2017~~ June 30, 2019

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## AGREEMENT

This contract entered into ~~this 1<sup>st</sup>~~-this 15<sup>th</sup> day of ~~August, 2015~~September 2017 by and between the Governing Board of Central Nine Career Center, hereinafter called “the Governing Board” and the Central Nine Teachers' Association, hereinafter called the “Association-” shall be in effect through June 30, 2019. However, the parties agree that this contract will be reopened for the 2018-19 school year to negotiate both the amount to be allocated for the 2018-19 Compensation Model, as well as contributions to health insurance only.

### ARTICLE I

#### **Recognition and Scope of Bargaining Unit**

The Central Nine Teachers' Association is hereby recognized by the Governing Board of Central Nine Career Center as the exclusive and sole bargaining agent for all the certified personnel employed under contract with at least 17- 1/2 hours of work scheduled during a full work week with the exceptions of the: Director, Assistant Director, Administrative Dean, Principal, Curriculum Director, Guidance Counselor, Adult Education Director, administrative personnel under different titles but performing the same duties as those set forth above and substitute teachers or those personnel excluded by Public Law 217.

### ARTICLE II

#### **Salary and Wage Provisions**

##### **Section 1–Salary**

~~A.~~ A. Each teacher employed by Central Nine under contract for ~~2014~~2016-15-17 and continuing to teach at Central Nine in subsequent school years shall have their ~~2014~~2016-15-17 salary serve as the base for computing additional compensation ~~(i.e. Effective and Highly Effective increases).~~

B. Central Nine Career Center Base Salaries for 2016-17 ranged from \$37,030 to \$73,957.83.

~~B.C.~~ A teacher new to Central Nine beginning with the ~~2015~~2017-2016-2018 school year shall be compensated according to the salary schedule attached under Appendix A. Credit shall be awarded to a teacher new to Central Nine according to the formula found in Appendix C. The board shall maintain the right to deviate from the published salary schedule for newly hired teachers up to an amount not to exceed the amount awarded to a “Highly Effective” teacher for the current school year. The board may, after Discussion with the Association, award additional salary not to exceed 10% of the base salary plus any amount for “Highly Effective” (base salary + amount for Highly Effective + 10% of total = salary amount).

~~C. Each year, Central Nine shall determine the amount of funds available for teacher salaries. Provided that funds are available for increases in teacher salaries from the preceding school year, teachers shall be entitled to an increase in salary if they receive a summative rating of highly effective or effective from Central Nine in the previous school year. A teacher must have received a complete summative evaluation in the preceding school year by Central Nine. If a full summative evaluation has not been completed for reasons within the control of or caused by the teacher, then such teacher is not eligible for a salary increase and shall receive the same salary the following school year.~~

~~D.~~ Additional compensation available to returning teachers under this Article, if any, shall be added to the teachers' base salary, rather than as a one-time stipend, ~~except as set forth below at Section D(3).~~ Teachers eligible for a salary increase shall be awarded such an increase as follows:

~~1.~~ For the 2017-18 school year, \$29,729 will be allocated for salary increases.

~~2.~~ A teacher must have received a complete summative evaluation in the preceding school year by Central Nine. If a full summative evaluation has not been completed for reasons within the control of or caused by the teacher, then such teacher is not eligible for a salary increase and shall receive the same salary the following school year.

~~3.~~ A teacher must be evaluated as Highly Effective or Effective during the previous year in order to receive an increase in salary. Any teacher receiving an ineffective or needs improvement summative evaluation rating from Central Nine in the preceding school year shall be ineligible for any increase in salary or stipend in the next school year.

~~4.~~ 4. Salary increases shall be determined based upon the teacher's individual summative evaluation rating from Central Nine for the preceding school year and the teacher's experience, which are defined as follows.

a. **Evaluation:** Summative evaluation rating shall be defined for the purpose of this Agreement as the summative, final rating achieved by a Central Nine teacher from Central Nine in the previous school year, based upon the then-existing Staff Performance Evaluation Plan, as may be revised from time to time. Highly effective shall include a summative rating of 4.0 – 3.46. Effective shall include a rating of 3.45 to 2.46.

• Teachers rated Highly Effective will receive nine (9) points.

~~a.~~ • Teachers rated Effective will receive seven and a half

(7.5) points.

- b. **Experience:** Experience shall be defined for the purpose of this Agreement as having A teacher who has taught a minimum of 120 days in the preceding school year at Central Nine will receive one (1) point.

A point dollar value is determined by the following formula:

$$\frac{\text{Amount Allocated for Salary Increases}}{\text{Total Points earned by all teachers}} = \text{Dollar amount per Point}$$

Example: (for illustrative purposes only)

10 teachers earn 10 points (100 points)

20 teachers earn 8.5 points (170 points)

This equals 270 points earned by all teachers

If \$30,000 is allocated for salary increases:  $\$30,000/270 = \$111.11$  per point.

A teacher earning 10 points will qualify for a salary increase of \$1,111.11

b. ~~————~~ A teacher earning 8.5 points will qualify for a salary increase of \$944.44

5. Teachers on a half contract will receive half of their awarded points.

6. Redistribution Plan: Under this model, the entire budgeted amount is divided among those earning points. Therefore, a separate redistribution plan is not necessary.

2. ~~A teacher receiving 100 credits (highly effective) shall be awarded a salary increase as determined by the governing board of Central Nine Career Center. The increase in salary shall be uniform for all teachers with 100 credits. A teacher with 85 credits (effective) shall be awarded a salary increase that is equal to 85% of the amount awarded a teacher with 100 credits. The increase in salary shall be uniform for all teachers with 85 credits. Respective increases in salary shall be made only to teachers receiving a rating of effective or highly effective.~~

~~The board shall determine the amount of salary increase per each respective category; highly effective and effective.~~

~~The board is not required to increase salaries for any employee. Any increase in salary shall be upon the recommendation of the Executive Director.~~

~~(Example: Teacher Smith is a highly effective teacher and receives a salary increase of \$1,000. Teacher Jones is an effective teacher receiving a salary increase of \$850.)~~

~~The C9TA leadership will be made aware of any new salary amounts for teacher compensation once the board has approved the budget for the coming school year.~~

E.D. Issue Resolution. In the event that there is a dispute concerning a dollar amount awarded or not awarded to a teacher, the teacher must first provide a written request to the building principal or its equivalent position explaining in detail why the teacher is appealing the decision of Central Nine. A meeting will then take place with the teacher and the building principal or its equivalent. If the building level decision is appealed, a meeting will take place with the teacher, a union representative, the building principal, the Director and counsel for Central Nine if so desired by the Director. The decision of the Director shall be final.

F.E. Teachers who have been subject to Reduction in Force or have retired may earn the designated award if they received a summative rating of effective or highly effective from Central Nine in the preceding school year. Teachers who voluntarily leave Central Nine for any other reason are not eligible to receive a financial award. A teacher subject to a Reduction in Force and subsequently rehired shall return at their final salary level plus the amount of such final designated award. By way of example only, a teacher earning \$40,000.00 and earning \$2,000.00 for a highly effective rating but subject to a Reduction in Force shall be paid the \$2,000.00 and if re-hired, shall be rehired at a base salary of \$42,000.00.

~~G. Any teacher receiving an ineffective or needs improvement summative evaluation rating from Central Nine in the preceding school year shall be ineligible for any increase in salary or stipend in the next school year. Any salary increase or stipend funds that would otherwise have been paid to such teacher had he or she received a final rating of effective or highly effective shall be re-allocated to the remaining Central Nine teachers receiving a final rating of effective or highly effective from Central Nine in the preceding school year.~~

H.F. Any teacher who is assigned an additional class of instruction shall be compensated at their regular hourly rate (annual salary divided by number of hours worked) for any additional hours of instruction worked outside of the normal teaching day. Each teacher shall be compensated for one hour of preparation time for every five hours of instructional time.

Section 2- Indiana State Teachers' Retirement Fund Contribution. Central Nine will pay the 3% ISTRF contribution for teachers.

Section 3 - ~~Teacher(s) who take supervise and/or chaperone student(s) to or at any contest/event on non contracted time(s) during the school year after receiving approval from Central Nine shall receive the following stipend:~~ The parties agree the CTSO extracurricular salary schedule

for teachers for the duration of this Agreement is accurately reflected in Appendix D.

- ~~A. \$500 for sponsoring or chaperoning students at the first level of competition.~~
- ~~B. An additional \$250 for sponsoring or chaperoning student(s) moving to a level higher than the initial one referred to in A of this section. This is a one time payment and is not an additional \$250 per each contest level.~~
- ~~C. An additional level of compensation above the level achieved in B of this section shall receive an additional \$175 with the approval of the Executive Director.~~
- ~~D. Teachers may sponsor more than one club or contest only with the approval of the Director.~~
- ~~E. Such stipends shall be in addition to any expenses reimbursed to the sponsor for attendance, travel, lodging or meals while sponsoring students.~~
- ~~F. The following student clubs/organizations are recognized by Central Nine for the purposes of this section. Additional clubs/organizations may be added to the following list with the approval of the Director.~~

~~Robotics~~

~~HOSA~~

~~FFA~~

~~Skills USA~~

~~Computer Programming~~

~~Culinary Arts & Hospitality~~

~~Electronics Technology~~

~~Precision Machine Technology~~

~~Automotive Service Technology~~

~~Auto Collision Technology~~

~~Construction Technology~~

~~Diesel Technology~~

~~Welding Technology~~

~~Criminal Justice~~

~~Dental Assisting~~

~~-~~

Section 4 - Payroll Deduction for Membership: Central Nine shall deduct the dues for Teachers' Association membership including the National Education Association and the Indiana State Teachers' Association and PAC contributions from the salaries or pay of teachers for whom Central Nine has on file current payroll deduction authorization in accordance with state law. Any time after the start of any school year, the Teachers' Association shall deliver by October 1 to Central Nine the names and the amounts of the dues to be deducted for any employee who has on file current payroll deduction



authorization. Central Nine shall deduct such approximately equal payments beginning with the next pay period commencing after receipt of the names from the Teachers' Association. The number of pay deductions shall be the number of pay checks minus four (4).

For teachers who Central Nine does not have on file a current written authorization, the Teachers' Association shall submit a written authorization pursuant to state law and Central Nine will commence payroll deduction for Teachers' Association dues. If a written payroll authorization is submitted after October 1, then the payroll deduction will commence with the next payroll period, following the submission, for the designated number of pay periods in approximate equal amounts. In cases where there are fewer than the designated numbers of pay periods remaining in the school year, the dues shall be deducted in approximately equal amounts from the remaining pay periods. The authorization for payroll deduction of Teachers' Association membership dues shall be on a continuing base unless revoked in writing by the teacher to Central Nine. If a teacher submits a written revocation of payroll deduction for Teachers' Association dues, Central Nine will immediately notify the Teachers' Association President.

Section 5 – Members of the professional teaching staff shall be paid a flat amount per hour for non-instructional work for the Career Center. The rate for such work shall be \$35 per hour. All hours to be worked must be pre-approved by the Career Center Director in writing prior to any work commencing. The time worked must be documented and submitted to the business office of Central Nine Career Center prior to payment. ~~All work must be pre-approved by the Career Center Director.~~

### ARTICLE III

#### **Fringe Benefits and Compensation Other than Salary and Wages**

Section 1- Illness leave shall be credited annually for each teacher as follows:

- A. For the first year of service in the school corporation, ~~Twelve (12)~~ Eleven (11) days.
- B. For the second year of service in the school corporation and after, ~~Eleven (11)~~ Ten (10) days.
- ~~C. For each succeeding year of service in the school corporation, Eleven (11) days.~~

The total unused annual sick leave for any one teacher shall accumulate to 130 days.

Sick leave shall be used in the event of personal illness of the teacher or in case of severe illness or serious accident in the immediate family of the teacher. The immediate family in this section includes any relative or dependent living within the household of the teacher. Also included are the husband, wife, child, father, and mother living either within or outside the household of the teacher.

The sick leave calculation will be applied at the end of each school year. At the start of each school year, a teacher will have their accumulation up to the maximum and any additional leave entitlement for that school year. At the end of the school year any remaining days that are eligible to transfer to sick leave accumulation will transfer. Only ~~eleven-ten~~ (11-10) unused illness days each year may be accumulated, for a maximum of 130 days of sick leave.

Commencing at the end of the 2004-2005 school year and any school year thereafter in which a teacher's sick leave accumulation has exceeded the maximum as defined above, that excess accumulation shall be designated as annual buy-back days and will be compensated at the current substitute daily rate ~~of Sixty Dollars (\$60.00)~~. Such compensation for annual buy-back days shall be paid to the teacher's Retirement VEBA. These payments shall be made on or before August 1 of each year.

Section 2 - The sick leave days referred to herein above shall accrue only to teachers on a regular teacher's contract and shall not accrue to teachers employed on supplementary contracts.

Section 3-Teachers who have accumulated one or more days of sick leave in another school corporation of this state and are employed by Central Nine, may starting with the second year, each succeeding year of such employment, add up to three (3) days of sick leave until the number of accumulated days to which the teacher was entitled in the last place of employment shall be exhausted or the maximum accumulation is obtained.

Except that a teacher who resigns his/her position in a Central Nine Career Center participating school corporation to accept employment in a teaching position at Central Nine, shall have all of his/her accumulated sick leave with that corporation transferred to Central Nine the first year of employment, but not to exceed the maximum sick leave accumulation.

Section 4 -Sick Leave Reimbursement: A teacher not qualifying for the Employee Matching Retirement Savings Plan ~~(403(b))~~ and laid off under a reduction-in-force shall have the option of (1) being paid twenty-five percent (25%) of their accumulated sick leave days at the rate of One Hundred Fifty-four Dollars (\$154.00) up to a maximum of Two Thousand Five Hundred Dollars (\$2,500.00) and retain the unreimbursed accumulated sick leave days or (2) to have one hundred percent (100%) of his/her accumulated sick leave days remain. This option must be exercised by the first day of the school year following the layoff.

Section 5- Personal Days: Effective at the beginning of each school year, teachers shall be entitled to three (3) days leave each year for personal business. Personal business leave shall be interpreted to be leave above and beyond the accumulated sick leave to which each teacher is entitled. No more than two personal days may be used in a row. Unused personal days shall accumulate as sick leave up to the maximum. (Personal business days may be used in one-half day units).

Section 6 – Leave Incentive: Upon recommendation of the Director, the Governing Board will approve an annual budget. For each budget year there will be a specific amount allocated for a leave incentive provided adequate funding exists. The full amount of the allocated funds will be

divided into five pools.

A teacher on contract for the full school year shall qualify for leave incentive if he/she does not use any sick/personal leave days for the following five (5) periods: Quarter 1, Quarter 2, Quarter 3, Quarter 4 and Full Year. If a teacher qualifies either for a specific period or for the full year stipend, he/she will be put into a pool of other eligible teachers for each period. The funds allocated for each period will be divided equally among those teachers that qualify for the leave incentive.

Example: (for illustrative purposes only)  
\$2,500 is allocated for Leave Incentive through the annual budget.

<u>Period</u>	<u>Amount</u>	<u>Qualified Teachers</u>	<u>Individual Incentive</u>
<u>Quarter 1</u>	<u>\$500</u>	<u>3</u>	<u>\$166.67</u>
<u>Quarter 2</u>	<u>\$500</u>	<u>4</u>	<u>\$125.00</u>
<u>Quarter 3</u>	<u>\$500</u>	<u>10</u>	<u>\$50.00</u>
<u>Quarter 4</u>	<u>\$500</u>	<u>5</u>	<u>\$100.00</u>
<u>Full Year</u>	<u>\$500</u>	<u>1</u>	<u>\$500.00</u>

Section 7 - Professional Days: Teachers may request to attend educational meetings, conferences, and/or conventions not to exceed a collective pool of seventy-five (75) school days in any one school year, unless otherwise approved by the Director. In the event the pool of days is exhausted, teachers will be permitted to attend professional development as required by dual credit institutions or certification guidelines.

Section 68- Death in the Family: ~~Each teacher may be absent not to exceed five (5) school days, with pay, on account of each death in the teacher's family. The first day may be as soon as the day the death occurs; the last day may be not more than 10 school days following the date of death. The teacher's family in this section is such: father/step-father, mother/step-mother, brother/step-brother, sister/step-sister, husband, wife, child/step-child, grandchild/step-grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, sister-in-law, and brother-in-law or any other relative who, at the time of death, was living in the teacher's household. Funeral leave may be granted by the Director for one or more days for death of person outside the teacher's family as defined above.~~ Teachers may request to be absent not to exceed the maximum number school days for each family designation as outlined below:

<u>5 days</u>	<u>immediate family including father/step-father, mother/step-mother, brother/stepbrother, sister/step-sister, husband, wife, child/step-child</u>
<u>3 days</u>	<u>grandchild/step grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, sister-in-law, and brother-in-law or any other relative who, at the time of death, was living in the teacher's household</u>

1 day	aunt, uncle, niece, nephew, current student
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The first day may be as soon as the day the death occurs; the last day may not be more than 10 school days following the date of death. Funeral leave may be granted by the Director for one day for death of a person outside the teacher's family as defined above.

Section 7-9 - Maternity leave: A teacher shall receive a total compensation of \$1.00 for maternity leave. Such leave shall otherwise be in accordance with the law of the State of Indiana.

Section 8-10 - Adoptive leave: A teacher shall receive a total compensation of \$1.00 for adoptive leave for a period not to exceed six (6) months. Adoptive leave must terminate at the end of a semester. Also applicable to an adoption is leave and leave benefits mandated by the Family Medical Leave Act and Central Nine's policy implementing that statute. Should the Adoptive Leave extend beyond the leave covered by FMLA, the teacher may maintain his/her insurance benefits for the remaining portion of the leave by paying the full premium amount.

Section 9-11 - A teacher may serve on the election board. During such election board service, the school shall pay the teacher his/her full salary less the total amount of per diem allowance earned by such teacher for such election board service.

Section 10-12 - When summoned and required, a teacher may serve on jury duty. During such jury service, the school shall pay the teacher his/her full salary less the total amount of per diem allowance earned by such teacher for jury duty.

Section 11-13 - Leave of Absence without pay may be granted to teachers by the Governing Board. Provided that the Trust in which Central Nine participates permits the same, a teacher may maintain his/her fringe benefits during the term of the approved leave by paying the full premium amount. If prohibited by the Trust plan documents, then such teacher may maintain his or her insurance benefits through COBRA.

Section 12-14 - Association Business Leave - The Association President, or designee, shall be granted five (5) leave days per school year with pay for the purpose of conducting Association business. To qualify for this leave the Association President must notify the Director's office two (2) work days in advance of the day for which the leave is being scheduled. This leave is limited to one (1) leave day on any one work day with the exception of one (1) time during any school year two (2) leave days at the discretion of the Association President may be used for either the Association President and/or the Association President's designee(s) except if the Director agrees to move occasions upon which multiple days may be used.

Section 13-15 - The school will pay all salary due to a retiring teacher on the last day of the regular term of school or within two (2) weeks thereafter as funds are available from the sending schools.

Section 14-16 - Medical Insurance:

Central Nine shall maintain a health insurance plan as agreed to between the parties for a twelve month period of time. Central Nine will contribute monthly the amounts listed in Appendix E. The group health insurance plan year is November 1 – October 31.

~~For the school year 2015-2016, Central Nine will make the following contribution to each health insurance plan. The following contribution amounts will be made on a monthly basis.~~

~~PPO \$300 deductible~~

	<del>C9 pays</del>	<del>Employee Pays</del>	<del>Total</del>
<del>Single</del>	<del>\$499.00</del>	<del>\$176.00</del>	<del>\$675.00</del>
<del>Family</del>	<del>\$1358.00</del>	<del>\$483.00</del>	<del>\$1841.00</del>

~~PPO \$700 deductible~~

<del>Single</del>	<del>\$496.00</del>	<del>\$81.00</del>	<del>\$577.00</del>
<del>Family</del>	<del>\$1358.00</del>	<del>\$216.00</del>	<del>\$1574.00</del>

~~PPO \$1500 deductible~~

<del>Single</del>	<del>\$406.00</del>	<del>\$17.00</del>	<del>\$423.00</del>
<del>Family</del>	<del>\$1173.00</del>	<del>\$50.00</del>	<del>\$1223.00</del>

~~Qualified HDHP (HAS Compatible)~~

<del>Single</del>	<del>\$419.00</del>	<del>\$1.00 per year</del>	<del>\$419.00</del>
<del>Family</del>	<del>\$1211.00</del>	<del>\$1.00 per year</del>	<del>\$1211.00</del>

~~Section 4517-~~ Dental Insurance: Central Nine shall pay monthly \$30.21 of the monthly premium for dental coverage for the family plan for any teacher with a family electing this coverage; and \$18.17 of the monthly premium for dental coverage for any teacher electing single coverage. In no case will Central Nine's payment be greater than the total premium for coverage elected less \$1.00.

~~Section 4618-~~ Term Life Insurance: Central Nine will provide term life insurance in the amount of \$50,000.00 for any teacher requesting such coverage. New teachers will be provided coverage the first of the month following the date of employment. The teacher will contribute a \$1.00 toward the plan.

~~Section 4719- Income Protection~~Long Term Disability: Central Nine shall pay all but \$1.00 ~~monthly \$10.62 of the monthly premium~~ on behalf of any teacher desiring participation in a an income protectionLong Term Disability plan selected by the Teachers' Association with Central Nine's approval. ~~The teacher will contribute a minimum of \$1.00 annually toward the cost of the plan.~~

~~Section 4820 -~~ Summer School: Summer school teachers will be issued a separate contract on the basis of his/her compensation that was in effect for the school year immediately prior to the

summer session.

## ARTICLE IV

### Retirement Benefits

#### Section 1 - Overview of Retirement Benefits

The specific retirement benefits will vary for teachers depending upon which classification is applicable to a teacher. Each teacher will be entitled to Retirement Benefits and will be eligible for only one of the following classifications:

- A. Severance & Retirement Restructuring Program for teachers who are not enrolled in the Employee Matching Retirement Savings Plan 403(Bb) as provided in Section 2 below.
- ~~B. Retirement Restructuring Program for teachers who were required or who elected to enroll in the Employee Matching Retirement Savings Plan 403(B) as provided in Section 4;~~
- ~~C.B. Retirement Savings Plan 403(b) Teachers whose employment commenced after the end of the 2004-2005 school years~~ as provided in Section ~~53~~.

#### Section 2 – Severance Pay at Retirement & Retirement Savings Plan 403(b)

- A. This section applies to teachers hired before August 1, 2001 who made an irrevocable election before July 1, 2002 to take retirement pay under Article VIII, Section 24 of the 2003-2005 Collective Bargaining Agreement as it existed then or may exist in the future.
- A.B. Any teacher who has completed ten (10) or more years of continuous service to Central Nine Career Center and who is sixty or more years of age, or meets the Rule of 85 (I.C. 21-6.1-5-7) and I.C. 5-10.2-4-1(b)(3)) points for teacher retirement shall upon retirement from Central Nine Career Center receive the following benefits:
  - 1. Seventy-five dollars (\$75.00) for each full year of full-time service to Central Nine Career Center.
  - 2. Twenty-five dollars (\$25.00) for each full year of full-time service to other public school corporations in Indiana and for each full year of teaching service grants on the salary schedule for Business or Industrial experience (maximum of ten years).
  - 3. The compensation for each accumulated sick leave day up to one hundred thirty (130) days at retirement shall be One Hundred Sixty-four dollars (\$164.00). At the end of the 2004-2005 school year Central Nine will “buy down” the rate paid for Severance Pay at Retirement from One

Hundred Sixty-four dollars (\$164.00) to One Hundred Fifty-four dollars (\$154.00).

Central Nine will deposit Ten Dollars (\$10.00) for every sick leave day up to a maximum of one hundred thirty day (130) days at the end of the 2004-2005 school years for every employee otherwise eligible to received "Severance Pay at Retirement" under this Section to the teacher's Retirement VEBA account as soon as possible after their enrollment in the Retirement VEBA.

B.C. Retirement at less than age sixty: Teachers choosing retirement at less than age sixty, and who do not qualify under the rule of 85 points, shall receive reduced severance pay based on the following schedule:

Retirement Age	Required Years of Experience	
	At Central Nine	Benefits Percentage
59	10	97%
58	10	94%
57	10	89%
56	10	84%
55	10	79%
54	10	74%
53	10	69%

In case of retirement caused by a permanent disabling illness or accident, Central Nine Career Center will waive the age of sixty requirements for full benefits upon request from the teacher and certification of the disability from an attending physician.

The retirement notice must be in writing and will be considered a resignation. Teachers unable to give the required notice, due to unforeseen circumstances, may apply to the Governing Board of Central Nine Career Center for a waiver of notice. [Note: This paragraph does not apply to the written notice to elect the transition option.]

When a teacher in active service dies, the severance pay shall be paid in a lump sum or in installments as agreed upon by the parties to the teacher's named beneficiary if the teacher would otherwise have been eligible for the retirement pay benefits as of the date of death. The named beneficiary shall be the same as listed on the teacher's group life insurance form.

~~Section 3—Retirement Restructuring Program for Teachers who are not enrolled in the Employee Matching Retirement Savings Plan 403(B).~~

~~A. Eligibility for Buyout Benefits. All teachers who were (1) employed during the 2004 2005 school year, (2) who were not enrolled in the Employee Matching~~



~~Retirement Savings Plan 403(B), and (3) who did not elect the transition option benefits provided for in Article IX, Section 2, above will receive retirement benefits only pursuant to this Section 2.~~

B-D. Retirement Restructuring Lump Sum Contribution. In response to both the mandates and opportunity provided by Public Law 253 (Acts of 2001) commonly known as Senate Enrolled Act 199, the Association and the School District engaged in a retirement restructuring review for the 2004 and 2005 calendar years.

As a result of this restructuring, eligible teachers pursuant to Section A above, will receive a one-time lump sum buy-out contribution for both their rights to receive severance pay at retirement based upon years of service and a Board contribution towards health insurance premiums.

The amount of the buy-out contribution was actuarially determined and the amount of the buy-out contribution is set forth in a Memorandum of Agreement dated June 9, 2005 by and between Central Nine and the Association. The amount of the buy-out specified in the Memorandum of Agreement is enforceable through the grievance procedure of the Agreement. These contributions will be deposited within thirty (30) days of the enrollment of the teacher.

That portion of the lump sum one-time buy-out that has been calculated for the buy-out of a portion of the Severance Pay (Years of Service) will be deposited into a separate account for each eligible teacher in the 501(C)(9) Trust (Retirement VEBA). That portion, if any, of the lump sum one-time buy-out that has been calculated for the buy-out of the teacher's potential right to receive in the future a Board contribution towards his/her retirement health insurance premiums will be deposited into a separate account for each eligible teacher in the Retirement 501(c)(9) Trust (Retirement VEBA).

These lump sum benefits will vest immediately.

As part of this buyout, teachers will not be eligible to receive severance pay based upon years of service. Additionally, teachers who retire after their 57<sup>th</sup> birthday will not receive Board contributions to their retiree health insurance benefits. If a teacher (1) meets the rule of 85 at retirement, (2) is at least 55 years of age and qualifies for health insurance continuation rights pursuant to Section E below, the Governing Board shall pay \$209 per month to the retiree's 501(C)(9) Trust (Retirement VEBA) until the month the retired teacher becomes 57.

E. C. Retirement Savings Plans 403(b)

1. Employee Matching Retirement Savings Plan 403(b)

A matching retirement savings program under Section 403(b) of the Internal Revenue Code (the 403(b) Program) shall be established for:



- a. All teachers hired who elected Retirement Restructuring Program Article IX Section 3 in the 2004-2005 Contract.
- b. For each One Dollar contributed by a teacher to the 403(b) Program, Central Nine will contribute One Dollar to the 403(b) Program (the "Matching Contribution"). However, the annual maximum Matching Contribution made by Central Nine for any particular teacher shall not exceed the greater of \$200 or one-half percent (1/2%) of a teacher's salary per school year 2007-2008 and 2008-2009.
- c. The 403(b) Program shall be administered by an administrator approved by both Central Nine and the Association. Central Nine and the Association will each appoint representative members to review, evaluate, and select the initial administrator for the 403(b) Program.
- d. Central Nine's contribution shall be deposited monthly in an individual account for each teacher enrolled in the Annuity Plan. Deposits made by the school corporation and the individual teachers to the Annuity Plan, such deposits become the assets of the teacher and in the event of death, his/her beneficiary or estate.
- e. Each teacher shall be immediately 100% vested in his or her contribution and Central Nine's Matching Contribution at the time of the contribution.

#### F. Health, Dental, Life, & Long Term Disability Insurance

- 1. Any teacher who was enrolled in the Central Nine Career Center medical, dental, life, and/or long term disability insurance plan(s) during the school year immediately preceding retirement may continue to be enrolled under IC 5-10-8-2.6 if the employee:
  - a. has reached 55 years of age on or before the Employee's retirement date but will not be eligible on that date for Medicare coverage; AND
  - b. has completed 20 years of creditable employment experience with a public employer on or before the employee's retirement date, ten (10) years of which must have been completed immediately preceding the retirement date; AND
  - c. has completed at least 15 years of participation in either the retirement plan of ISTRF or PERF on or before the employee's retirement date.

d. The employee may remain on the school's health and dental plan until becoming Medicare eligible.

2. The retired teacher shall be responsible for the premium. The payment of the plan premium for which the retired teacher is responsible shall be made in a manner designated by the Director.

Section 4 — Retirement Restructuring Program for Teachers who are enrolled in the Employee Matching Retirement Savings Plan 403(B)

A. Eligibility for Buyout Benefits. All teachers who were (1) employed during the 2004-2005 school year, (2) who were enrolled in the Employee Matching Retirement Savings Plan 403(B), and (3) who did not elect the transition option benefits provided for in Article IX, Section 2, above will receive retirement benefits only pursuant to this Section 2.

B. Retirement Restructuring Lump Sum Contribution. In response to both the mandates and opportunity provided by Public Law 253 (Acts of 2001) commonly known as Senate Enrolled Act 199, the Association and the School District engaged in a retirement restructuring review for the 2004 and 2005 calendar years.

As a result of this restructuring, eligible teachers pursuant to Section A above, will receive a one-time lump sum buy-out contribution for their right to receive a Board contribution toward health insurance.

The amount of the buy-out contribution was actuarially determined and the amount of the buy-out contribution is set forth in a Memorandum of Agreement dated June 9, 2005 by and between Central Nine and the Association. The amount of the buy-out specified in the Memorandum of Agreement is enforceable through the grievance procedure of the Agreement. These contributions will be deposited within 60 days of teachers' enrollment.

The lump sum one-time buy-out that has been calculated for the buy-out of the teacher's potential right to receive in the future a Board contribution towards his/her retirement health insurance premiums will be deposited into a separate account for each eligible teacher in the Retirement 501(c)(9) Trust (Retirement VEBA).

These lump sum benefits will vest immediately.

Teachers who retire after their 57th birthday will not receive Board contribution to their retiree health insurance benefits. If a teacher (1) meets the rule of 85 at

~~retirement, (2) is at least 55 years of age and qualifies for health insurance continuation rights pursuant to Section D below, the Governing Board shall pay \$209 per month to the retiree's 501(C)(9) Trust (Retirement VEBA) until the month the retired teacher becomes 57.~~

~~C. Retirement Savings Plans~~

~~1. Employee Matching Retirement Savings Plan (403b)~~

~~A matching retirement savings program under Section 403(b) of the Internal Revenue Code (the 403(b) Program) shall be established for:~~

~~a. All teachers hired on or after August 1, 2001 and all teachers employed before August 1, 2001 who make an irrevocable election before July 1, 2002 to participate in the 403(b) program rather than take retirement pay under Article VIII, Section 24 of the 2003-2005 Collective Bargaining Agreement as it existed then or may exist in the future.~~

~~b. For each One Dollar contributed by a teacher to the 403(b) Program, Central Nine will contribute One Dollar to the 403(b) Program (the "Matching Contribution"). However, the annual maximum Matching Contribution made by Central Nine for any particular teacher shall not exceed the greater of \$775 per school year or 2 % of a teacher's base salary, such salary to be determined from the current salary schedule.~~

~~c. The 403(b) Program shall be administered by an administrator approved by both Central Nine and the Association. Central Nine and the Association will each appoint representative members to review, evaluate, and select the initial administrator for the 403(b) Program.~~

~~d. Central Nine's contributions shall be deposited monthly in an individual account for each teacher enrolled in the Annuity Plan. Deposits made by the school corporation and the individual teachers to the Annuity Plan, such deposits become the assets of the teacher and in the event of death, his/her beneficiary or estate.~~

~~e. Each teacher shall be immediately 100% vested in his or her contribution and Central Nine's Matching Contribution at the time of the contribution.~~

~~2. Retirement 501(C)(9) Retirement Trust VEBA~~

~~The Plan will be for a 501(C)(9) qualified plan under IRS code and~~

regulations.

- a. ~~Central Nine will contribute one percent (1of each eligible employee's contracted salary towards a 501(C) (9) Retirement Trust VEBA effective for the 2013-2014 school year.~~
- b. ~~Retirement Trust VEBA funds will be held by Central Nine and paid as soon as possible after the enrollment of new eligible employees.~~
- c. ~~After the initial retroactive payment upon implementation these contributions will be made monthly.~~
- d. ~~These funds will vest immediately upon deposit into the account.~~

D. Health Insurance

- 1. ~~Any teacher who has completed ten (10) or more years of continuous service to Central Nine Career Center immediately prior to retirement and who was enrolled in the Central Nine Career Center medical and/or dental insurance plan during the school year immediately preceding retirement may continue to be enrolled in the medical and/or dental plan until the retired teacher becomes eligible for Medicare.~~
- 2. ~~The retired teacher shall be responsible for the premium. The payment of the plan premium for which the retired teacher is responsible shall be made in a manner designated by the Director. This benefit shall terminate when the retired teacher becomes eligible for Medicare.~~

E. Life Insurance. Retired Teachers Term Life Insurance: ~~Teachers on leave or retired from Central Nine Career Center may elect to continue their life insurance benefits as permitted by the applicable insurance contract until the age when Medicare eligible. Those teachers making this election shall pay 100% of the life insurance premium to Central Nine's treasurer in advance of the due date.~~

Section 4-3 - Retirement Benefits for Teachers Who's Employment Commences after the End of the 2004-2005 School Year. Savings Plan 403(b)

A. Eligibility

~~Teachers hired and employment commenced after the 2004-2005 school year shall only receive benefits under this Section 5.~~

B. Retirement Savings Plan

A. ~~1.~~ Employee Matching Retirement Savings Plan (403(b))

A matching retirement savings program under Section 403(b) of the Internal Revenue Code (the 403(b) Program) shall be established for:

- a. All teachers hired on or after August 1, 2001 and all teachers employed before August 1, 2001 who ~~make~~made an irrevocable election before July 1, 2002 to participate in the 403(b) program rather than take retirement pay under Article VIII, Section 2A of the 2003-2005 Collective Bargaining Agreement as it existed then or may exist in the future.
- b. For each One Dollar contributed by a teacher to the 403(b) Program, Central Nine will contribute One Dollar to the 403(b) Program (the "Matching Contribution"). However, the annual maximum Matching Contribution made by Central Nine for any particular teacher shall not exceed ~~the greater of \$775 per school year or~~ 2% of a teacher's salary up to \$1,200 maximum per ~~from the salary schedule for a regular contracted~~ school year.
- c. The 403(b) Program shall be administered by an administrator approved by both Central Nine and the Association. Central Nine and the Association will each appoint representative members to review, evaluate, and select the initial administrator for the 403(b) Program.
- d. Central Nine's contributions shall be deposited monthly in an individual account for each teacher enrolled in the Annuity Plan. Deposits made by the school corporation and the individual teachers to the Annuity Plan, such deposits become the assets of the teacher and in the event of death, his/her beneficiary or estate.
- e. Each teacher shall be immediately 100% vested in his or her contribution and Central Nine's Matching Contribution at the time of the contribution.

2. 501(C) (9) Retirement Trust VEBA

The Plan will be for a 501(C) (9) qualified plan under IRS code and regulations.

- a. Central Nine will contribute one percent (1%) towards a 501(C) (9) Retirement Trust VEBA effective for the 2007-2008 school year.
- b. Retirement Trust VEBA funds will be held by Central Nine and paid as soon as possible after the enrollment of new eligible

employees.

- c. After the initial retroactive payment upon implementation these contributions will be made monthly.
- d. These funds will vest immediately upon deposit into the account.

C. Health, Dental, Life & Long Term Disability Insurance

~~1. Any teacher who has completed ten (10) or more years of continuous service to Central Nine Career Center immediately prior to retirement, and who was enrolled in the Central Nine Career Center medical, and/or dental, life, and/or long term disability insurance plan during the school year immediately preceding retirement may continue to be enrolled under IC 5-10-8-2.6 if the employee in the medical and/or dental plan until the retired teacher becomes eligible for Medicare.~~

- ~~a. has reached 55 years of age on or before the Employee's retirement date but will not be eligible on that date for Medicare coverage; AND~~
- ~~b. has completed 20 years of creditable employment experience with a public employer on or before the employee's retirement date, ten (10) years of which must have been completed immediately preceding the retirement date; AND~~
- ~~c. has completed at least 15 years of participation in either the retirement plan of ISTRF or PERF on or before the employee's retirement date.~~  
~~The employee may remain on the school's health and dental plan until becoming Medicare eligible.~~

- 2. The retired teacher shall be responsible for the premium. The payment of the plan premium for which the retired teacher is responsible shall be made in a manner designated by the Director. ~~This benefit shall terminate when the retired teacher becomes eligible for Medicare.~~

~~D. Life Insurance. Retired Teachers Term Life Insurance: Teachers on leave or retired from Central Nine Career Center may elect to continue their life insurance benefits as permitted by the applicable insurance contract until the age when Medicare eligible. Those teachers making this election shall pay 100% of the life insurance premium to Central Nine's treasurer in advance of the due date.~~

ARTICLE V

## **Terms of Agreement**

This contract shall be effective as of, ~~August 1, 2015~~ September 15, 2017 and shall remain in effect through ~~July 30, 2017~~ June 30, 2019 with the exception of those provisions which specifically go into effect and/or expire by their own terms at such other dates.

DRAFT

### **Ratification**

The Central Nine Career Center School Board and the Central Nine Teachers' Association hereby ratify and approve by majority vote the foregoing Agreement between the Governing Board of the Central Nine Career Center and the Central Nine Teachers' Association, effective ~~August 1, 2015~~ September 15, 2017 through ~~July 31, 2017~~ June 30, 2019.

Central Nine Career Center  
Governing Board

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Executive Director

Central Nine Teachers' Association

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary



## **APPENDIX A**

### **NEW HIRE PLACEMENT SCALE**

#### Experience Level

- 0 37,030.00
- 1. 38,185.00
- 2. 39,350.00
- 3. 40,515.00
- 4. 41,690.00
- 5. 42,875.00
- 6. 43,975.00
- 7. 45,080.00
- 8. 46,195.00
- 9. 47,314.00
- 10. 48,440.00

## **APPENDIX B**

#### **Definitions**

- A. The term "teacher" when used in this contract shall refer to all individuals in the bargaining unit as defined in the above Recognition Statement.
- B. The term "Teachers' Association" when used in this contract shall refer to the Central Nine Teachers' Association and shall include authorized officers, representatives and agents of the Teachers' Association.
- C. The term "the Governing Board" shall refer to the Governing Board of Central Nine Career Center.
- D. The term "Central Nine" shall refer to the Central Nine Career Center and shall include authorized representatives and agents of Central Nine.

## Appendix APPENDIX C

### Teaching, Business or Industrial Experience Credit Granted Upon Initial Employment.

The maximum Experience Level granted to teachers is Experience Level 10 on the Base Salary Schedule. All business or industrial experience must have been full-time experience, directly related to the program being taught and approved by the Director. No credit will be allowed for part-time work experience. If a teacher's calculation for experience ends in "½ or .5" the Experience Level will be taken to the next lowest whole number.

1. Teachers with an active Occupational Specialist, Workplace Specialist, or traditional teaching license will be granted Experience Level credit on the Base Salary Schedule equal (1:1) to the number of years of verifiable public teaching experience.
2. Teachers ~~with or without a teaching license~~ will be granted Experience Level credit on the Base Salary Schedule ~~on the following basis~~ for their business or industrial work experience at the rate of two years of full time business or industrial experience equal to one year of teaching experience (2:1).
  - ~~a. A teacher without a Bachelor's degree may be given credit for a Bachelor's degree on the basis of five (5) years of work experience.~~
  - ~~b. Work experience may be combined with college training to obtain credit for a Bachelor's degree with one year of college credit equal to two years of work experience.~~
  - ~~c. Years of work experience not applied to obtain credit for a Bachelor's degree will be granted Experience Level credit on the Base Salary Schedule at the rate of each two years of full time business or industrial experience equal to one year of teaching experience (2:1).~~
- 2.3. Military work experience will be granted credit on the salary schedule equal to the number of years (1:1) for full time military service up to four (4) years. Military work experience will not be accepted for both military service credit and business or industrial experience credit.

#### Example Scenarios:

Mr. Jones taught for 3 years at another career center. He has 9 years of full-time industry experience related to the program he is teaching. ~~He does not have a bachelor's degree, but does have an Associate's degree with two years college training.~~ To calculate his Experience Level:

- Teaching experience 1:1 = 3
- 8.9 years work experience (2:1) = 4.5
  - ~~○ 2 year Associate's degree = 4 years work experience~~

- ~~○ 9 years work experiences + 4 years obtained from Associate's degree = 13 years work experience~~
- ~~○ 13 years work experience - 5 years (credit for Bachelor's Degree) = 8 years work experience~~

- Experience Level =  $3 + 4.5 = 7.5 = 7$

Mrs. Jones has never taught, but has ~~a Bachelor's degree and~~ 15 years of full-time industry experience related to the program she is teaching.

- 15 years work experience (2:1)=7.5
- Experience Level = 7

## APPENDIX D

The following Career & Technical Student Organizations (CTSO) are recognized by Central Nine for the purposes of this section. Additional clubs/organizations may be added to the following list with the approval of the Director.

FCCLA/ProStart

FFA

HOSA

NTHS

SkillsUSA

Teacher(s) who take, supervise, and/or chaperone student(s) to or at any contest/event on non-contracted time(s) during the school year after receiving approval from Central Nine shall fall under the designation of CTSO Advisor, and will receive the stipend as defined below:

	<u>1<sup>st</sup> Level</u>	<u>2<sup>nd</sup> Level</u>	<u>Higher</u>
<u>Advisor</u>	<u>\$450.00</u>	<u>\$300.00</u>	<u>\$200.00</u>

Providing funds are available in the ECA Fund 100 (Vending Machines), costs (to include registration, travel, accommodations, and meals) will be covered for advisors/coordinators whose students place first at the State level and compete at National level at a ratio of one male Advisor for every four male students and one female Advisor for every four female students (1:4).

Teachers that are approved to accompany their students at National Competition will receive the next level stipend as outlined above.

## APPENDIX E

For the Health Insurance Plan Year 2017-18, Central Nine will make the following contributions to each health insurance plan:

<u>MEDICAL</u>				
<u>Plan</u>	<u>New Rates Per Month</u>	<u>C9 Pays Per Month</u>	<u>Employee Pays Per Month</u>	<u>Payroll Deduction Per Pay (24 Pays)</u>
<u>PPO \$1,500</u>				
<u>Employee Only</u>	<u>\$617.00</u>	<u>\$537.00</u>	<u>\$80.00</u>	<u>\$40.00</u>
<u>Employee + Child(ren)</u>	<u>\$1,272.00</u>	<u>\$1,112.00</u>	<u>\$160.00</u>	<u>\$80.00</u>
<u>Employee + Spouse</u>	<u>\$1,463.00</u>	<u>\$1,283.00</u>	<u>\$180.00</u>	<u>\$90.00</u>
<u>Family Coverage</u>	<u>\$1,799.00</u>	<u>\$1,549.00</u>	<u>\$250.00</u>	<u>\$125.00</u>
<u>PPO \$5,000*</u>				
<u>Employee Only</u>	<u>\$480.00</u>	<u>\$479.92</u>	<u>\$0.00</u>	<u>\$0.00</u>
<u>Employee + Child(ren)</u>	<u>\$999.00</u>	<u>\$998.92</u>	<u>\$0.00</u>	<u>\$0.00</u>
<u>Employee + Spouse</u>	<u>\$1,137.00</u>	<u>\$1,136.92</u>	<u>\$0.00</u>	<u>\$0.00</u>
<u>Family Coverage</u>	<u>\$1,399.00</u>	<u>\$1,398.92</u>	<u>\$0.00</u>	<u>\$0.00</u>
<i>*Employees Electing any tier on the PPO \$5,000 pay \$1.00 per year</i>				
<u>\$2,000 HSA Qualified Plan**</u>				
<u>Employee Only</u>	<u>\$609.00</u>	<u>\$537.00</u>	<u>\$72.00</u>	<u>\$36.00</u>
<u>Employee + Child(ren)</u>	<u>\$1,252.00</u>	<u>\$1,112.00</u>	<u>\$140.00</u>	<u>\$70.00</u>
<u>Employee + Spouse</u>	<u>\$1,427.00</u>	<u>\$1,267.00</u>	<u>\$160.00</u>	<u>\$80.00</u>
<u>Family Coverage</u>	<u>\$1,736.00</u>	<u>\$1,516.00</u>	<u>\$220.00</u>	<u>\$110.00</u>
<u>\$3,000 HSA Qualified Plan**</u>				
<u>Employee Only</u>	<u>\$551.00</u>	<u>\$521.00</u>	<u>\$30.00</u>	<u>\$15.00</u>
<u>Employee + Child(ren)</u>	<u>\$1,132.00</u>	<u>\$1,072.00</u>	<u>\$60.00</u>	<u>\$30.00</u>
<u>Employee + Spouse</u>	<u>\$1,289.00</u>	<u>\$1,219.00</u>	<u>\$70.00</u>	<u>\$35.00</u>
<u>Family Coverage</u>	<u>\$1,566.00</u>	<u>\$1,476.00</u>	<u>\$90.00</u>	<u>\$45.00</u>
<i>**SCIST will fund the following amounts in January 2018 for employees enrolled in either the HSA \$2,000 or \$3,000 plan: Employee Only: \$500 Employee+Child(ren), Employee+Spouse, &amp; Family Coverage: \$1,000</i>				
<u>DENTAL</u>				
<u>Single</u>	<u>\$39.00</u>	<u>\$18.17</u>	<u>\$20.83</u>	<u>\$10.42</u>
<u>Family</u>	<u>\$101.00</u>	<u>\$30.21</u>	<u>\$70.79</u>	<u>\$35.40</u>