

**A G R E E M E N T**

**B E T W E E N T H E**

**G O V E R N I N G B O A R D**

**O F T H E**

**C E N T R A L N I N E C A R E E R C E N T E R**

**A N D T H E**

**C E N T R A L N I N E T E A C H E R S '**

**A S S O C I A T I O N**

**November 9, 2023 through June 30, 2025**

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## **AGREEMENT**

This contract entered into this 9th day of November 2023 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, 2025. However, the parties agree that this contract will be reopened for the 2024-2025 school year to negotiate both the amount to be allocated for the 2024-2025 Compensation Model, as well as contributions to health insurance and changes to the Recognition clause in Article I 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. Each teacher employed by Central Nine under contract for 2022-2023 and continuing to teach at Central Nine in subsequent school years shall have their 2022-2023 salary serve as the base for computing additional compensation.
- B. Central Nine Career Center Base Salaries for certified staff range from \$46,800.55 to \$87,332.59 prior to increases being applied.
- C. A teacher new to Central Nine beginning with the 2023-2024 school year shall be compensated according to the base 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). For additional new hire salary placement provisions, also see Appendix C.

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. Teachers eligible for a salary increase shall be awarded such an increase as follows:

Base Salary increases for returning teachers for the 2023-2024 school year shall be awarded as follows:

1. **General Eligibility Criteria:** 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.
2. **General Eligibility Criteria:** A teacher must be evaluated as Highly Effective or Effective during the previous year in order to receive an increase in base 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 2023-2024 school year.**
3. **Factors and Definitions:**
  - a. Evaluation: The teacher was evaluated as highly effective or effective in the prior school year.
  - b. Experience: The teacher was employed by Central Nine for at least 120 days in the preceding school year.
4. Distribution Plan: Base salary increases shall be determined based upon the teacher's individual summative evaluation rating from Central Nine for the preceding school year (the "Evaluation" factor) and the teacher's experience (the "Experience" factor). The distribution plan for each factor is as follows:
  - a. Evaluation: Distribution shall be as follows:
    - HIGHLY EFFECTIVE: Teachers rated Highly Effective will receive a 5% base salary increase (calculated on the teacher's 2022-2023 base salary).
    - EFFECTIVE: Teachers rated Effective will receive a 3.5% base salary increase (calculated on the teacher's 2022-2023 base salary).

- b. Experience: 1% base salary increase (calculated on the teacher's 2022-2023 base salary).

5. **Redistribution Plan**: 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.

- E. 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 Assistant Director 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 Assistant Director or its equivalent. If the building level decision is appealed, a meeting will take place with the teacher, a union representative, the Assistant Director, the Director and counsel for Central Nine if so desired by the Director. The decision of the Director shall be final. This appeal process is included for informational purposes and was not bargained.
- F. 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 re-hired shall return at their final salary level plus the amount of such final designated award. By way of example only, a teacher earning \$50,000.00 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 \$52,000.00.
- G. 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 - The parties agree the CTSO extracurricular salary schedule for teachers for the duration of this Agreement is accurately reflected in Appendix D.

Section 4 – 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.

### 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 eleven (11) days per school year.

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 ten (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. 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 unless the Director grants permission to allow additional days to be taken consecutively. If five (5) or fewer sick days are used in a school year, one (1) sick day shall accumulate as a personal day the following year, not to exceed a balance of four (4) personal days. All other 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 - 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 7 - Death in the Family: Teachers may request to be absent not to exceed the maximum number school days for each family designation as outlined below:

<b>5 days</b>	immediate family including father/step-father, mother/step-mother, brother/stepbrother, sister/step-sister, husband, wife, child/step-child
<b>3 days</b>	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
<b>1 day</b>	aunt, uncle, niece, nephew, current student

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. At the discretion of the Director, days may be used after the 10<sup>th</sup> school day. 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 8 - 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 9 - 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 10 - 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 11 - 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 12 - 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 13 - 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 14 - 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 15 - 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.

Section 16 - Dental Insurance: Central Nine shall maintain a dental 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 dental insurance plan year is November 1 – October 31.

Section 17 - Term Life Insurance: Central Nine will provide term life insurance in the amount of \$50,000.00 for all teachers qualifying for 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 18 - Long Term Disability: Central Nine shall pay all but \$1.00 on behalf of any teacher desiring participation in a Long Term Disability plan selected by the Teachers' Association with Central Nine's approval.

Section 19 - 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

- A. 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 as follows: Retirement Savings Plan 403(b) as provided in Section 2.

#### Section 2 - Retirement Savings Plan 403(b)

A. 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:

1. All teachers hired on or after August 1, 2001 are eligible to participate in the Employee Matching Retirement Savings Plan 403(b).
2. 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 2% of a teacher's salary up to \$1,200 maximum per school year.
3. 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.
4. 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.

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

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

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

1. Central Nine will contribute one percent (1%) towards a 501(C) (9) Retirement Trust VEBA effective for the 2007-2008 school year.
2. Retirement Trust VEBA funds will be held by Central Nine and paid as soon as possible after the enrollment of new eligible employees.
3. After the initial retroactive payment upon implementation these contributions will be made monthly.
4. These funds will vest immediately upon deposit into the account.

C. 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 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.

## **ARTICLE V**

### **Terms of Agreement**

Subject to the reopener set forth above, this contract shall be effective as of, November 9, 2023 and shall remain in effect through June 30, 2025 with the exception of those provisions which specifically go into effect and/or expire by their own terms at such other dates.

**Ratification**

The Central Nine Career Center Governing 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 November 9, 2023 through June 30, 2025.

The undersigned also attest to the following:

A public hearing (Pre-formal Bargaining Hearing) was held in compliance with Indiana law on September 5, 2023. Electronic participation was not available.

A public Board meeting in compliance with Indiana law was held on October 5, 2023 to discuss the tentative agreement and electronic participation was not available.

A public Board meeting in compliance with Indiana law was held on November 9, 2023 for ratification of the tentative agreement. Electronic participation was not available.

Central Nine Career Center  
Governing Board

Central Nine Teachers' Association

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

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

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

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

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

Ratification Date: \_\_\_\_\_

Ratification Date: November 9, 2023

**APPENDIX A**

New Hire Placement Schedule

Base Salary Schedule

0	\$44,000
1	\$45,100
2	\$46,228
3	\$47,383
4	\$48,568
5	\$49,782
6	\$51,027
7	\$52,302
8	\$53,610
9	\$54,950
10	\$56,324
11	\$57,732
12	\$59,175
13	\$60,654
14	\$62,171
15	\$63,725

**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 C

### Experience Level Credit

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

The maximum Experience Level granted to teachers is Experience Level 15 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 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 will be granted Experience Level credit on the Base Salary Schedule 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).
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. To calculate his Experience Level:

- Teaching experience 1:1 = 3
- 9 years work experience (2:1) = 4.5
- Experience Level =  $3 + 4.5 = 7.5 = 7$

Mrs. Jones has never taught, but has 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**

Career & Technical Student Organizations

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.

- BPA
- 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:

	<b>1<sup>st</sup> Level</b>	<b>2<sup>nd</sup> Level</b>	<b>Higher</b>
<b>Advisor</b>	\$450.00	\$450.00	\$450.00

Providing funds are available, costs (to include registration, travel, accommodations, and meals) will be covered for advisors/coordinators who are required to travel and/or stay overnight 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.

Two (2) CTSO Coordinator positions are approved to oversee all of the CTSO Advisors throughout the competition process. Each position (up to 2 positions) will receive a \$1,500 stipend per school year.

**APPENDIX E**

Health Insurance Contributions

For the Health Insurance Plan Year 2023-2024, Central Nine will make the following contributions to each health insurance plan:

<i>MEDICAL</i>				
Medical Plan	New Rates Per Month	C9 Pays Per Month	Employee Pays Per Month	Payroll Deduction Per Pay (24 Pays)
<b>PPO \$1,500</b>				
Employee Only	\$838.00	\$691.32	\$146.68	\$73.34
Employee + Spouse	\$1,883.00	\$1,585.33	\$297.67	\$148.84
Employee + Child(ren)	\$1,558.00	\$1,323.55	\$234.45	\$117.23
Family Coverage	\$2,446.00	\$1,988.61	\$457.39	\$228.70
<b>PPO \$5,000*</b>				
Employee Only	\$652.00	\$652.00	\$0.00	\$0.00
Employee + Spouse	\$1,464.00	\$1,464.00	\$0.00	\$0.00
Employee + Child(ren)	\$1,220.00	\$1,220.00	\$0.00	\$0.00
Family Coverage	\$1,903.00	\$1,903.00	\$0.00	\$0.00
<i>*Employees Electing any tier on the PPO \$5,000 pay \$1.00 per year</i>				
<b>\$2,000 HSA Qualified Plan</b>				
Employee Only	\$769.00	\$678.56	\$90.44	\$45.22
Employee + Spouse	\$1,730.00	\$1,562.78	\$167.22	\$83.61
Employee + Child(ren)	\$1,433.00	\$1,307.79	\$125.21	\$62.61
Family Coverage	\$2,247.00	\$1,954.29	\$292.71	\$146.36
<b>\$3,000 HSA Qualified Plan</b>				
Employee Only	\$691.00	\$650.79	\$40.21	\$20.11
Employee + Spouse	\$1,552.00	\$1,466.25	\$85.75	\$42.88
Employee + Child(ren)	\$1,287.00	\$1,230.04	\$56.96	\$28.48
Family Coverage	\$2,018.00	\$1,879.33	\$138.67	\$69.34
<b>DENTAL</b>				
Employee Only	\$32.00	\$14.92	\$17.08	\$8.54
Employee + Spouse	\$65.00	\$30.29	\$34.71	\$17.36
Employee + Child(ren)	\$70.00	\$32.62	\$37.38	\$18.69
Family Coverage	\$104.00	\$31.20	\$72.80	\$36.40