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Agreement Between the  
Southeastern Career Center  
Board of Managers  
And  
Southeastern Career Center  
Faculty Organization  
July 1, 2020- June 30, 2021

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## **ARTICLE I RECOGNITION**

The Board of Managers of the Southeastern Career Center hereby recognizes the Southeastern Career Center Faculty Organization as the exclusive bargaining representative for all teachers, as hereinafter defined, for the purpose of collective bargaining and discussions pursuant to Ind. Code §20-29-2-14.

### **DEFINITIONS**

- A. The term “*teacher*” or “*employee*” or “*instructor*” when used in this agreement shall refer to all certified employees as defined in I.C. §20-29-2-13 except for: Director, Assistant Director – Principal, Assistant Principal – Dean of Students. Teachers employed for less than the number of hours and days specified in the appropriated Articles shall receive all benefits and salary on a prorated basis. Leaves, if and when granted under the conditions of that specific leave, shall be prorated to the nearest half-day.
- B. The term “Board” or “School Corporation” when used in this agreement shall refer to the Board of Managers of the Southeastern Career Center and any person(s) authorized to act on its behalf.
- C. The term “Organization” or “Association” when used in this contract shall refer to the Southeastern Career Center Faculty Organization and any person(s) authorized to act on its behalf.
- D. The term “day” when used in this contract shall be considered to mean any regularly scheduled teacher work day during the school year.
- E. The term “parties” when used in this Agreement shall refer to the Board and/or its agents and the Organization and/or its agents.
- F. The “length of contract” is for the school year on salary, medical/health insurance, and 403(b).

## **ARTICLE II COMPENSATION**

- A. The Teacher Retirement Fund contribution (3%) required for each certified teacher will be made by the school corporation.
- B. Other conditions of employment are as follow:
  - 1. All professional instructional staff members must qualify for an appropriate teaching license, and a copy of said license must be on file with the Director within sixty (60) days after beginning employment.

2. The Director of the Southeastern Career Center shall have the final decision on all matters concerning recognition of teaching and/or work experience.
3. VERIFICATION OF EXPERIENCE: All experience (teaching or occupational, military or civilian) is subjected to verification and, if required, must be attested to by properly notarized affidavit. Credit for years of experience that cannot be verified will not be granted, and placements made on the salary schedule on the basis of such experience will be adjusted accordingly.
4. VERIFYING EXPERIENCE: It is the instructor's responsibility to submit proof of experience on the forms provided for verifying experience obtainable from the Director's office. All types of experience claimed must be verified within sixty (60) days after employment in order to be credited. Only official verification from the employee's former employer, including colleges, schools, private schools, armed forces and other organizations will be accepted. In cases where an instructor has been self-employed, it will be necessary to have notarized affidavits from three individuals who can attest to the periods of self-employment or by other substantiating evidence of work experience. These three affidavits will take the place of the Verification of Work Experience Form. It shall be at the discretion of the Director as to which basis shall be used to verify work experience.
5. MAXIMUM TEACHING EXPERIENCE ALLOWED: Experience credit for the purpose of placement on the Salary Schedule shall be granted in accordance with the appropriate Rules and Regulations of the Department of Education of the State of Indiana for those certified employees. These Rules and Regulations shall determine the appropriate experience granted for previous teaching (private or public schools) and for military service. It is agreed by the parties to this contract that this provision is effective upon the ratification of this contract and shall not be retroactive for any person presently or previously employed by the S.C.C.
6. Fractional parts of different school years will not be added together for credit purposes on the salary schedule as regards to teaching experience.
7. Work experience will be granted for a maximum of twenty-five (25) years and will be equated to teaching experience on the basis of two (2) years of occupational experience being equal to 2% added to the baseline salary.
8. CLUB SPONSORSHIP: Payment for club sponsorships will be paid in accordance with the amount of participation and time involved per the following schedule:
  - a. A sponsor that organizes the local club and supervises the activities at the local level plus supervises and attends the district general event and/or skill competition will be paid a stipend of \$600.
  - b. A sponsor that supervises students and attends the state competition will receive an additional \$200 stipend.
  - c. A sponsor that supervises students and attends the national conference will receive an additional \$350 stipend.

- d. Stipends under “a” will be paid in two (2) equal installments one-half in December and one-half in May of the school year. Stipends under “b” will be paid in May of the school year. Stipends under “c” will be paid within 30 days of the event. In the event of a deviation from the above because of illness of the teacher or other circumstances, the Director and individual teacher may negotiate the stipend. This stipend shall not exceed the amounts listed above.

**ARTICLE III  
FRINGE BENEFITS**

**A. MEDICAL/HEALTH INSURANCE.**

- 1. Annual increases in contributions made by the SCC for medical/health insurance shall commence with the anniversary date of the contract with the insurance carrier. In no case shall the SCC pay an amount for medical/health insurance that exceeds the cost of the plan in which the teacher is enrolled. The Southeastern Career Center shall pay a dollar amount towards the medical/health insurance as indicated:

Single	\$ 5,946.00
Employee/Child	\$ 10,082.00
Employee/Spouse	\$11,758.00
Family	\$15,256.00

- 2. The insurance money will be paid on a monthly basis during each month of enrollment in the school health insurance program.

**B. GROUP DENTAL AND VISION INSURANCE** – The Southeastern Career Center shall provide, for each employee choosing to participate, single coverage to dental and vision insurance less one dollar (-\$1.00). If the employee chooses to add family members to their plan that additional cost is 100% employee paid.

**C. GROUP LIFE INSURANCE** – The Southeastern Career Center shall provide, for each employee choosing to participate, Group Life Insurance in the amounts of \$50,000/\$100,000. Each employee shall also have the option of increasing his/her coverage up to \$100,000/\$200,000 at his or her own expense.

**D. LONG TERM DISABILITY** - The Southeastern Career Center shall provide, for each employee choosing to participate, A SINGLE PLAN FOR LONG TERM DISABILITY MINUS ONE DOLLAR (-\$1.00)

**E. LEAVE DAYS**

- 1. Sick leave for full-time instructors will accumulate at the rate of ten (10) days for the first year and eight (8) days each year thereafter with maximum accumulated sick days as one hundred eighty-five (185) days.
- 2. Three (3) personal leave days shall be provided to each instructor without loss of pay. Notification to take such leave shall be given to the Director at least two (2) working days in advance. In case this is not possible, notification shall be given in time to allow

the procurement of a substitute for such instructor (i.e., 6 a.m., day of leave). At the conclusion of each school year, all unused personal leave days may be added to the accumulated sick leave days or the instructor may elect to receive payment equivalent to the current substitute pay rate for each unused personal leave days.

3. For purposes of attending to matters related to immediate family member health care, teachers shall be permitted to use a maximum of four (4) days of accumulated sick leave.

SUMMARY OF LEAVE DAYS: Sick = 10/8 Personal = 3

4. Instructors shall be granted time off in the event of a death in the immediate family for a period extending not more than five (5) days beyond such death without loss of pay. For the death of a relative outside the immediate family, the instructor is entitled to be absent the day of the funeral without loss of pay. Pall bearers at funerals are excused for the time involved without loss of pay.
5. When a teacher is called for jury service, the teacher will receive the difference between the salary and the amount received for the service in court.
6. Adoptive leave up to one (1) year shall be granted to a teacher adopting a child.
  - a. Notice of intent to take adoptive leave shall be given to the Director at the time the teacher makes initial application. The leave shall commence when the teacher takes physical custody of the child or earlier if necessary to meet the requirements of the adoptive agency. Such leave is without pay or benefits.
  - b. Such teacher, upon returning to school, shall not have lost any seniority, privileges, or position due such leave.
  - c. A teacher on adoptive leave shall not accept employment outside the Corporation's employ unless approved by the Director. In the event a teacher does become so employed, the Director may immediately terminate the adoptive leave and require the teacher to return to work. Failure by the teacher to comply shall constitute resignation from the corporation.

## **ARTICLE VI RETIREMENT SEVERANCE**

### **A. SEVERANCE**

1. When an employee elects to retire, there will be three (3) options for payment of the severance package. The severance pay may be added to the last contract and the payment of the severance portion of the contract shall be made after January 1 and before August 31 of the contract year in which he/she retires or the severance pay may be paid in January of the following year of these payments shall be calculated on the last day of the school year and be paid into a 403(b) post separation plan

previously established by the Southeastern Career Center. Payment shall be made as soon as administratively possible in accordance with IRS rules and regulations.

2. The Corporation shall pay to such employee severance which will include the following amounts for each full year of teaching service in said Corporation and for each accumulated sick day:

AMOUNT PER ACCUMULATED SICK DAY = \$70;  
and AMOUNT PER YEAR OF SERVICE TO SCC = \$95

3. In order to qualify for such payment, the employee must have taught at the Southeastern Career Center for a period of not less than ten (10) years. The employee must also submit to the Director, prior to the first scheduled day of school, a letter of intend to retire. No employee shall make application for retirement severance pay before his/her fifty-fourth (54<sup>th</sup>) birthday.
4. The Director of the Southeastern Career Center shall waive the time-line restrictions for formal application in the event of a decline in enrollment that would have a direct effect on an employee's position, if the employee meets qualifications for retirement/severance, and said employee would be eligible for any vested severance benefits.
5. When a teacher in active service dies, the retirement pay benefit shall be paid in a lump sum to his named beneficiary or estate, if the teacher would otherwise have been eligible for the retirement pay benefit as the date of death and the teacher has further met provisions of Article IV. The beneficiary shall be named on the appropriate forms on file with the Indiana State Teacher's Retirement Fund and the Corporation's business office.

#### B. EARLY RETIREMENT

1. To qualify for early retirement, an instructor must have a minimum of thirteen (13) years of teaching experience with the Southeastern Career Center.
2. The minimum age an instructor may elect to retire from the Corporation is fifty-five (55).
3. All retirements must commence with the beginning of the school year.
4. If an eligible instructor's birthday falls during a school year, the instructor may elect to retire at the beginning of that school year with a full year's benefit.
5. When an instructor's birthday (62<sup>nd</sup>) falls during the school year, the instructor shall receive a prorated share of the annual amount.

6. The instructor may continue under the group health insurance plan offered by the Corporation at his/her own expense until the retiree reaches age sixty-five (65).
7. The instructor may continue under the group life insurance plan offered by the Corporation with Corporation agreeing to pay the premium rate in effect at the time of early retirement annually until the retiree qualifies for reduced Social Security benefits. Any difference in this amount and the actual cost of the policy after the first year shall be paid by the retiree. At the time the retiree is eligible for Social Security benefits, he/she will have the option to pay the premium in full and maintain the life insurance plan. The dollar amount of the group life insurance policy in effect at the time of early retirement (Article III, Item B) shall remain the same each year until the retiree qualifies for reduced Social Security benefits.
8. The early retiree's monies from sick days and years of service may be paid according to the three options listed in Article VI, A, 1. The early retiree's annual severance benefits shall be paid into a 403(b) post separation plan previously established by the Southeastern Career Center. Benefits shall be paid as soon as administratively possible in accordance with IRS rules and regulations.

#### C. RETIREMENT SAVINGS PROGRAM

1. The Board of Managers agrees to establish and maintain a qualified 401(a) Annuity Plan (hereafter referred to as the "401(a) Plan") for all certified employees covered under this collective bargaining agreement. The 401(a) Plan shall be available for all certified employees.
2. The Board of Managers shall also maintain a 403(b) Plan (hereafter referred to as the "403(b) Plan") for all certified employees covered under this collective bargaining agreement. The 403(b) Plan will include provisions for pre-tax salary reduction contributions which will be matched by equal Board contributions to the 401(a) Plan. The 401(a) Plan contributions will commence with the 1999-2000 contract year and continue each contract year thereafter. The contribution that will be made to the 401(a) Plan by the Board will be up to a maximum of 2.5%.
3. The Board of Managers shall also maintain, in accordance with the IRS rules and regulations, a 403(b) Post Separation Plan for all certified employees covered under this collective bargaining agreement.
4. The contributions made by the certified employees and matched dollar-for-dollar by the Board shall be an amount which reflects the appropriate percent of the certified employee's base salary as set forth on the certified employee's Teacher's Contract, which corresponds to his/her placement on the salary schedule.
5. The Parties agree that the 401(a) Plan and the 403(b) Plan shall replace the current annual payment made to early retiring employees which is described in Article IV, Section B of the contract. The parties further agree that all contributions made to the 401(a) Plan by the School shall be considered an additional funds and be counted as part of any package increases negotiated for the certified employees.

6. For those certified employees who participate in the 401(a) Plan, the annual payment for those electing retirement will remain in effect until such earlier time as a certified employee receives a greater return from the School's contribution to the new 401(a) Plan plus accrued earnings, than he/she would receive under the current early retirement program. The contributions plus accrued earnings to the 401(a) Plan by the Board will be counted as an offset to the amount that the certified employee would have received had he/she retired under the current retirement program. The offset shall be calculated as soon as administratively possible following the final 401(a) contribution into his/her respective account.
7. In the event, due to market fluctuations, a certified employee's 401(a) Plan account experiences a loss, the School's responsibility under current early retirement program during the period prior to its termination shall be the amount which the employee would have received under the current program less the amount previously contributed by the School under the 401(a) Plan. Certified employees hired before June 1, 2000, shall be 100 percent immediately vested in all Board contributions.
8. For the certified employees hired on or after June 1, 2000, the 401(a) Plan and the 403(b) Plan will replace the current annual payment made to teachers electing early retirement.
9. The 401(a) Plan shall
  - a. Be subject to all applicable Internal Revenue regulations;
  - b. Have no contract initiation fees charged to the employee;
  - c. Have no administrative or Plan Document charge to the Board; and
  - d. Be selected by mutual agreement of the parties.

## SOUTHEASTERN CAREER CENTER

### Teacher Compensation Model

Increases for teachers for the contract years which commence after July 31, 2018 will be determined using the Southeastern Career Center Compensation Model (the Compensation Model). For the 2017-2018 school year, the lowest salary for zero years of experience was a sum equal to \$33,495.00. The highest salary was a sum equal to \$64,200.00. No teacher's salary may be increased from his or her compensation received in the 2018-2019 contract if he or she has been rated ineffective or needs improvement at the conclusion of the 2018-2019 school-year. Teachers at the top of the pay scale can still receive a stipend but the stipend will not be added to the base salary.



Salary Schedule  
The baseline salaries shall be:

Teachers without a degree	\$33,495.00
Teachers with an AS Degree	\$34,182.00
Teachers with a BS Degree	\$34,867.00
Teachers with an MS Degree	\$35,210.00

The salaries for newly hired teachers shall be based upon the following formula:

1. A baseline salary, plus the following increments thereto;
2. 2% for each year of teaching experience;
3. 2% for every two years of occupational experience;
4. 2% for each year of military service in the area of instruction to a maximum of four years of serve experience;
5. With mutual agreement between the Association president and the Director, the Director may place a bargaining unit member who occupies a hard-to-fill position at a level above his/her years of effective experience. Such agreement shall not be unreasonably withheld; and
6. Experience of 0.5 or less shall be rounded down.

For the 2016-2017 and each year thereafter, teachers receiving a rating of effective and highly effective will be eligible for equal portions of the negotiated increase in salary or stipends. These increases will be based on 33% experience (at least 120 days teaching in the prior school year) and 67% evaluation rating of effective or highly effective and will be paid as a stipend. The agreed upon increase in salary or stipends will be paid based on the previous year's evaluation. Teachers rated ineffective or improvement necessary will not be eligible for any increase in salary.

Any increase that would otherwise have been allocated for compensation to teachers rated ineffective or improvement necessary shall be allocated for compensation to teachers rated effective or highly effective and will be paid as a stipend.

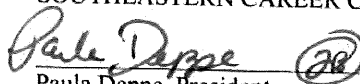
There is a \$1,200 increase in compensation for all eligible teachers for the 2020-2021 contract.

**ARTICLE V  
CLOSURE**

The term of this agreement includes the salary, medical/health contribution and 401(a) contributions.


In witness, whereof, the parties have executed this Agreement by their duly authorized representatives this 11th day of November, 2020.

**SOUTHEASTERN CAREER CENTER TEACHERS ORGANIZATION**

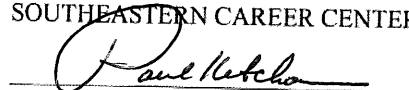
 Date: 11-11-2020  
Paula Deppe, President

 Date: 11-11-2020  
Jerry Pflum, Chief Negotiator

**SOUTHEASTERN CAREER CENTER ADMINISTRATION**

 Date: 11-11-2020  
Derek Marshall,  
Career & Technical Education Director

**SOUTHEASTERN CAREER CENTER BOARD OF MANAGERS**

 Date: 11-16-2020  
Paul Ketcham, President