

**CONTRACTUAL AGREEMENT**  
**BETWEEN**  
**AREA 30 CAREER CENTER**  
**BOARD OF SCHOOL TRUSTEES**  
**AND**  
**THE AREA 30 CERTIFIED EMPLOYEE ORGANIZATION**  
**2020-2021**  
**SCHOOL YEARS**

## **I. RECOGNITION, DEFINITIONS AND TERMS OF AGREEMENT**

### **01. RECOGNITION**

- A. The Board of Directors of Area 30 Career Center hereby recognizes the Area 30 Certified Employee Organization as the exclusive representative of all teachers employed by the Area 30 Career Center Corporation, pursuant to IC 20-29-5
- B. Both parties affirm that this agreement sets forth the terms and conditions to which each party agrees to be bound, and that such agreement has been reached voluntarily without undue or unlawful coercion or force by either party.

### **02. DEFINITIONS**

- A. The term "teacher" when used in this agreement shall refer to all certificated personnel employed by the Board except the Director of Career and Technical Education, the Assistant Director of Career and Technical Education and substitute teachers.
- B. The term "Board" and "Organization" shall include authorized officers, representatives, and agents of each, respectively.
- C. The term "School Corporation" shall refer to the Area 30 Career Center of the counties of Morgan and Putnam of that State of Indiana.
- D. The term "emergency" shall refer to a condition or situation, which could not have been anticipated under normal circumstances.
- E. When references are made to male teachers, it also includes female teachers.
- F. The term "day" shall refer to workday unless otherwise stated. During non-school times the term "day" shall mean non-holiday workdays between Monday and Friday.

### **03. TERMS OF AGREEMENT**

- A. This agreement shall be effective as of November 10, 2020 and shall continue in effect Through June 30, 2021. This agreement shall not extend orally, and it is expressly understood that it shall expire on the date indicated.

## **II. COMPENSATION PLAN**

### **01. COMPENSATION PLAN**

- A. **Salary Range**  
The salary range for the 2020-21 school year, prior to increases to the base is \$35,536-\$63,986. This range does not include any increase or ISTRF contributions for the 2020-21 contract year. After increases to the base, exclusive of the ISTRF contributions, the range be \$36,386 to \$64,836 for the 2020-21 school year.

B. Stipend

For the 2020-2021 school year, all teachers receiving an evaluation rating of either effective or highly effective during the 2019-20 school year and employed by the school corporation for at least 120 days during the 2019-2020 school year will receive a \$500 stipend.

C. Base Salary Increases

For the 2020-21 school year, all teachers receiving an evaluation rating of either effective or highly effective during the 2019-20 school year and employed by the School Corporation for at least 120 days during the 2019-20 school year will receive an increase in the base salary in the amount of \$850. The increase is effective on November 30, 2020 and will be prorated over the remaining pay periods for the 2020-21 school year. This increase will result in the salary levels shown in Appendix A. This base salary increase is attributable as follows:

1. Evaluation: \$680 is attributable to the teacher receiving an evaluation of either effective or highly effective during the 2019-20 school year; and
2. Experience: \$170 is attributable to experience. Teachers employed by the Corporation for at least 120 days during the 2019-20 school year or earning one year of experience according to INPRS are eligible for this increase.

D. Eligibility

To be eligible for the base salary increase and stipend, a teacher must receive an evaluation rating of either effective or highly effective in the 2019-2020 school year and must have been employed by the School Corporation for at least 120 days during the 2019-2020 school year. Teachers rated ineffective or improvement necessary in the 2019-2020 school year are not eligible for the base salary increase or the stipend, and these teachers remain at their 2019-2020 base salary, are not placed in the 2020-21 salary schedule, and do not advance on the current salary schedule, as provided for in the Indiana Code 20-28-9-1.5(c) and (d).

E. Factors and Definitions

1. Evaluation Rating- A teacher must have received a rating Highly Effective or Effective on his or her 2019-2020 Area 30 Career Center evaluation.
2. Experience- A teacher must have received compensation from Area 30 Career Center for at least 120 days for the 2019-2020 school year and must continue to be employed by Area 30 Career Center on the first student day of 2020-21 school year.

F. Weights Assigned to Factors

1. Evaluation Rating – 80%
2. Experience- 20%

- G. **Redistribution**  
Money allotted for salary increase for teachers who receive an evaluation rating of Ineffective or Improvement Necessary or their 2019-20 Area 30 Career Center evaluation will be redistributed to teachers who are rated as Effective or Highly Effective on their 2019-20 Area 30 Career Center evaluation and meet the requirement of teaching 120 student days or more. The amount will be redistributed as a stipend.
- H. **Newly Hired Teachers**  
For newly hired teachers, the compensation will be as follows:
1. Teachers without prior experience will earn a base salary in the amount of \$33,836;
  2. Teachers with experience will receive the same base salary as other teachers in the Corporation with the same experience (according to Indiana Public Retirement System) and degree
  3. Bonus for sign on between \$1000 and \$2000 determined by Area 30 Career Center Governing Board

### **III. FRINGE BENEFITS**

#### **01. SICK LEAVE**

- A. Each teacher, because of illness or quarantine, shall be entitled to ten (10) days the first year employed in the corporation and ten (10) days annually thereafter. Teachers who have 70 sick leave days accumulated and do not use all of the ten (10) days of leave for that particular year will be paid \$50.00 per day up to ten (10) days. Payments for unused sick leave days shall be placed in the individual teacher's 403(b) account.
- B. Teachers currently employed by the Area 30 Career Center who have established accumulated sick leave days from a previous school corporation, shall be entitled to transfer these days into the sick leave accumulation established and certified by the Area 30 Career Center beginning the second year of employment and at the rate of three (3) days per year until the previous accumulation is exhausted.

#### **02. MATERNITY LEAVE (BY STATUTE)**

- A. A teacher who is pregnant may continue in active employment as late into pregnancy as she wishes, if she can fulfill the requirements of her position. Temporary disability caused by pregnancy shall be governed by the following:
1. Any teacher who is pregnant shall be granted a leave of absence any time between the commencement of her pregnancy and one (1) year following the birth of the child, if she notifies the Director at least thirty (30) days before the date on which she wishes to start her leave. She shall notify the Director of the expected length of this leave, including with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. However, in the case of a medical emergency caused by pregnancy, the teacher shall be granted a leave, as otherwise

provided in this section, immediately on her request and the certification of the emergency form an attending physician.

2. All or part of a leave taken by a teacher because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available sick days. However, the teacher is not entitled to take accumulated sick leave days when the teacher's physician certifies that the teacher is capable of performing the teacher's regular teaching duties. The teacher is entitled to complete the remaining leave without pay. However, the teacher may receive compensation for the pregnancy leave pursuant to a collective bargaining agreement or, if the teacher is not represented by an exclusive representative, by board policy.

### **03. ADOPTIVE LEAVE**

- A. Adoptive leave (unpaid) shall be granted for up to a period of one (1) school year. Upon initial application of the adoption, the teacher shall notify the Director of his/her intent in writing to take adoptive leave (unpaid) setting out the beginning and ending dates when possible. The period of leave shall commence when the child is physically turned over to the parent-teacher.  
Upon adoption, the teacher is entitled to five (5) adoptive leave days, the use of up to ten (10) sick leave days and all accumulated personal leave days.

### **04. PERSONAL LEAVE**

- A. Each teacher shall be entitled to at least five (5) days of personal leave. Unused personal leave days will be transferred to sick leave days at the end of the school year.
- B. One (1) unused personal leave day may be transferred annually to accumulate as an additional personal leave day, thus entitling each teacher to a maximum of six (6) personal leave days. A teacher cannot use more than five (5) days in a row without director's approval.
- C. Personal Leave days shall be granted in half day segments upon request.

### **05. BEREAVEMENT/FAMILY LEAVE**

- A. In the cases of death in the immediate family of the teacher, the teacher is entitled to be absent without loss of compensation for five (5) school days. "Immediate family" is interpreted as including spouse, parent, child, sister, brother, and parent-in-law, grandparent, grandchild, daughter-in-law, son-in-law, or any other person who at the time of death was living as a member of the household of the teacher or for whom the teacher is the primary caregiver or legal guardian.
- B. In the case of death of uncle, aunt, first cousin, niece, nephew, brother-in-law, sister-in-law, grandparent-in-law, not living in the household of the teacher, the teacher is entitled to be absent two (2) days without loss of compensation. Additional days may be granted by the Director.
- C. Teachers asked to serve as pallbearers will be excused without loss of compensation for such duty.

- D. A teacher shall be entitled to five (5) days of leave per year in case of illness of spouse, parent, child, parent-in-law, or any other person living within the household of the teacher. These days are to be used for actual illness and not routine and prearranged medical or dental appointments. Recurring appointments or referrals for continuing medical problems may be included. The use of accumulated days may be granted by the Director if available.
- E. Bereavement/Family Leave Days in A, B, C, and D are non-cumulative.

**06. EMPLOYMENT INJURY LEAVE**

- A. Time needed for a teacher to recuperate from any personal injury arising out of an injury suffered during the course of his/her employment shall result in no loss of salary or sick leave days for the remainder of the current teacher's employment contract year, or until the teacher becomes eligible for long-term disability benefits, whichever comes first. If the injury is covered under Workman's Compensation, the teacher will receive his/her current salary minus the Workman's Compensation amount.

The Board reserves the right to require the teacher to submit to a physical examination by a physician chosen by the Board, and to receive a complete verified report of such an examination. If the injury is the result of an assault and battery (physical attack), necessary leave days shall not be charged against the teacher's accumulated sick leave.

**07. JURY DUTY LEAVE**

When teachers are called to jury service or are subpoenaed as witnesses in court, they shall receive the difference between their salary and the amount they receive for their service in court less actual expenses for parking.

**08. COURT LEAVE**

Court leave with pay shall be granted to teachers for the time necessary to make appearance(s) in court resulting from a civil suit against the teacher relating to the teacher's employment with Area 30 Career Center.

**09. PROFESSIONAL LEAVE**

Teachers may be granted, with the approval of the Director, leave with pay for the purpose of visiting other schools or attending meetings or conferences of an educational nature.

**10. RETIREMENT PAY**

- A. Any teacher within the Area 30 Career Center who has met one of the following criteria shall be eligible for retirement pay: (1) teacher has acquired a minimum of ten (10) years of service within the corporation, and qualifies under the Rule of 85 or (2) is age sixty (60) with fifteen (15) years of TRF creditable teaching experience and five years of service to the corporation.

- B. The amount of retirement pay shall be computed at the rate of one hundred dollars (\$100.00) for each year of service within the school corporation, with a minimum of 10 years service being credited towards retirement pay. In addition, a teacher qualifying for retirement pay shall be paid seventy-five dollars (\$75.00) for each accumulated sick leave day to a maximum of 70 days. The teacher shall have the option of taking up to two thousand dollars (\$2,000.00) of this amount and have it applied to their last contract.
- C. Any teacher planning to retire in any school year should notify the Executive Director prior to July 1st in order that retirement pay may be included in the contract. A teacher, who decides to retire at the end of the school year but has not given notice by July 1, shall receive retirement pay no later than the last day of the school year following the teacher's severance.
- D. If a teacher in active service dies, the severance pay benefits shall be paid to his estate.
- E. The Board of School Trustees shall pay the full amount of the retirement benefits, not including unused sick leave days, into a 403(b) plan for each teacher in the Area 30 Career Center who qualifies for full retirement under ISTRF rules. Additional years of service earned beyond the date of qualification under ISTRF shall be paid into the 403(b) account at the end of each school year.
- F. Beginning with the 2006-07 school year and each year thereafter, teachers shall receive fifty dollars (\$50.00) for each unused sick leave day above 70 unused days in the previous school year. This amount shall be paid into the individual teacher's 403(b) plan.

At retirement all unused days for the year of retirement shall be paid at the rate of seventy-five dollars (\$75.00). [I.E. a teacher with the maximum of 70 days of accumulation who did not use that year's allotted 11 sick leave days and 4 personal leave days would have "bought-back" a total of 85 days at the rate of \$75.00 for a total of \$6,375.]

## 11. EARLY RETIREMENT

The school corporation will pay the cost of the PPO 750 single premium, an amount that may be used by the retiree to pay the cost of either single coverage or used towards the payment of a family plan until the teacher reaches Medicare eligibility.

## 12. MATCHING 403(B) TAX DEFERRED RETIREMENT SAVINGS PLAN

- A. Each employee shall have the option of investing the tax-deferred annuities up to the maximum allowable under federal law in a 403(B) vehicle, of which up to one hundred fifty dollars (\$150) of the employee's salary shall be matched by the employer on a dollar for dollar basis. Teachers at the top of each salary schedule shall have five hundred fifty dollars (\$550) contributed to the teacher's 403(B) account. Teachers shall deposit a minimum of (\$550) in order to receive the Board's match. The employer shall deposit matching funds during the month of June for each employee into an account for the employee in an approved annuity company that will be decided upon by a committee made up of two (2) teachers, an administrator and a board member.

- B. School Employees will have the option of continuing to invest their dollars in tax deferred annuities for which money is already being deducted from the employee's salary.
- C. Once contributions are made by the employee and the employer on behalf of the employee, all assets of the accounts become the property of the employee and in the event of death, his/her designated beneficiaries or lacking, their estate.
- D. An amount equal to the principal contributed to an individual's 403(b) shall be deducted from any severance benefits due a teacher upon severance from the corporation under Sections 11 and 12 of this Article.

**13. GROUP HOSPITAL AND MEDICAL INSURANCE**

- A. Board of School Trustees shall continue to offer either a single or family plan. WVWCI Plans 6, 7 and 8 will be available to qualified Area 30 Career Center certified staff. Area 30 Career Center will pay 80% of plans 6, 7 or 8 and the certified staff member will pay 20%.
- B. Area 30 Career Center is a member of the WV/WCI School Trust and is represented on that trust by the (1) Executive Director and (2) One certified staff member appointed by the Organization. The Board shall not withdraw from the trust without the approval of the Organization.
- C. The Board will not make any contribution toward the premium of health insurance carried by any teacher other than the group plan approved by the Board.

**14. GROUP TERM LIFE INSURANCE AND SECTION 125 PLAN**

- A. A seventy-five thousand dollar (\$75,000) group life insurance plan shall be available for each full time teacher employed by the Area 30 Career Center. Teachers desiring to participate shall contribute one dollar (\$1.00) annually toward the annual premium and the Board of School Trustees shall contribute the remainder of the annual premium. The Board and the Organization shall discuss the selection of the insurance carrier. The increase from fifty thousand dollars (\$50,000) must be permitted and allowed by the current life insurance carrier.
- B. An authorization form shall be filed by each teacher wishing to participate in group term life insurance with the Director by September 15th of each year.
- C. The school corporation will institute a Section 125 plan with a second generation. (Cancer coverage option - subject to availability)  
  
Any additional insurance benefit to be deducted through the Section 125 plan must have 20% participation.
- D. Retired teachers shall have the option of maintaining the life insurance, if permitted by the carrier, at their own expense until age seventy (70). The value of the policy shall be in accordance with the policies of the insurance carrier.



## 15. LONG TERM DISABILITY

- A. The Board shall purchase an LTD program that includes a 66 2/3% of salary benefit to age 65. There shall be an addition of an amount of dollars equal to the total premium paid for the LTD program added to each teacher's salary.

## 16. SICK LEAVE BANK

The purpose of the Sick Leave Bank is to relieve its members of undue financial burdens due to illness, injury or incapacitation sufficiently severe to make his/her presence in school inadvisable.

- A. Membership in the Sick Leave Bank shall be open to all certificated school personnel in the Area 30 Career Center. Participation shall be on a voluntary basis.
- B. To become a member, certificated school personnel shall contribute one (1) day to the Sick Leave Bank. A sick leave contribution form shall be signed and filed in the Director's office. New members must file the form by October 1<sup>st</sup>.
- C. The total number of sick leave bank days shall be set at 200. Until the number of days contributed by teachers reaches the 200 day level the Board will "under write" the bank by holding 100 in escrow. Additional days, after the 200 day level has been met, may be added to the bank by teachers joining the sick leave bank. In the event that days held in the bank fall below two hundred (200) days, members will be asked to donate another day.
- D. Days not used and those held in escrow will be carried over to the next year.
- E. Only members of the Sick Leave Bank may qualify for the use of days in it.
- F. A member shall not use more than sixty (60) days from the Sick Leave Bank in a contractual year. Sick Leave Bank days shall not be used during the summer employment in the Area 30 Career Center.
- G. A member shall not collect from the Sick Leave Bank while collecting under Workman's Compensation provision in IV, 6, A of the Master Contract.
- H. A member may apply for the use of days in the Sick Leave Bank only after the following terms are met: (1) his/her own sick leave and personal leave days have been used up and (2) five consecutive school days have passed and consequent loss of five (5) days pay has occurred.
- I. All applications for use of days from the Sick Leave Bank must be submitted in triplicate on the Sick Leave Bank request form with one (1) copy to be returned to the applying member with the Governing Board's decision, one (1) copy to remain in the files of the Secretary of the A30EA, and one (1) copy for the files of the Director of the Area 30 Career Center. In cases of serious illness, making it impossible for the requesting member to complete the request form, the next of kin may make the application.

- J. A doctor's statement of the illness and an estimation of time needed before the member can return to work must accompany the application.
- K. The Governing Board of the Sick Leave Bank shall consist of the Director of the Area 30 Career Center, one Board member, and three members of the Sick Leave Bank to be appointed by the Executive Committee of the Area 30 Employee Organization. The Governing Board of the Sick Leave Bank shall elect a Chairperson who shall be responsible for calling all meetings when notified of a request by the Director's office.
- L. The Sick Leave Bank Governing Board may grant, deny, or suspend grants of sick leave days from the Sick Leave Bank. Its judgment and/or decision shall be final. Three members of the Sick Leave Bank Governing Board shall constitute a majority.
- M. A copy of accumulated Sick Leave Bank days as established in this contract will be kept in the Director's office and with the A30EA President.

**17. PATERNITY LEAVE**

When a child is born to a wife of a male teacher, he shall be granted two (2) days paternity leave with pay.

**18. MILITARY, RESERVE, NATIONAL GUARD OR TEACHERS WITH SPECIAL SKILLS OR TALENTS LEAVE**

Teachers who are members of the military, military reserve units or the National Guard shall receive their full pay for 20 days after being called up and shall receive the difference between their military pay, if any, and their regular teacher pay for an additional 30 days. Teachers with special skills or equipment whose services are requested by city, county, state or county officials shall be compensated in the same manner.

**VI. GRIEVANCE PROCEDURE**

**01. DEFINITIONS**

- A. A "grievance" is a claim by a teacher, by the Area 30 Employee Organization, by the Administration, or by the Board that there has been a violation, a misapplication, or a misinterpretation of this Agreement.
- B. The term "day" when used shall be school teaching days. During the summer recess, the term shall mean weekday.

**02. PURPOSE**

- A. The purpose of this grievance procedure is to settle equitably, at the lowest possible administrative level, issues which may arise from time to time with respect to specific claims of violation, misapplication or misinterpretation of the provisions of this

Agreement. Both parties agree that these procedures shall be kept as confidential as may be appropriate at each level of procedure.

- B. Nothing contained herein shall be construed to prevent any individual teacher of the Area 30 Certified Employee Organization from presenting a grievance and having the grievance adjusted if the adjustment is not inconsistent with the terms of this Agreement.

### **03. PROCEDURE**

#### **A. STEP ONE**

Within twenty (20) school days of the time that the grievant knew, or reasonably should have known, of the grievance, the grievant shall present the grievance, either personally or accompanied by the local Area 30 Certified Employee Organization representative, to the Director orally. Within three (3) working days after the oral presentation of the grievance, the Director shall orally answer the grievant.

#### **B. STEP TWO**

1. Within three (3) school days of the oral answer, if the grievance is not resolved, it shall be stated in writing, signed by the grievant and submitted to the Director on the form provided in Appendix D.
2. The grievance shall (1) name the employee involved, (2) state the facts giving rise to the grievance, (3) identify the specific provisions of the Agreement alleged to be violated, (4) state the contention of the grievant with respect to the grievance and, (5) indicate the specific relief requested.
3. Within Five (5) school days after receiving the written grievance, the Director shall communicate his answer in writing to the grievant.
4. If, in the judgment of the Area 30 Employee Organization, a grievance affects a group or class of teachers, the Area 30 Certified Employee Organization may submit such grievance in writing to the Director or his designee directly and the processing of such grievance shall be commenced at step two of the formal grievance procedure.

#### **C. STEP THREE**

1. If the grievance is not resolved in Step Two, the grievant may, within five (5) school days of receipt of the Director's answer, appeal to the Board by filing the grievance and the Director's answer, along with any written response of the grievant to the answer of the Director, with the Office of the Director, which shall issue a receipt thereof.
2. Within ten (10) working days, after the grievant has filed his written grievance with the Office of the Director as specified in Step Three, Item 1 above, the Board shall hold a hearing on the Grievance at a regular or special meeting.

3. The Board may not consider any material or allegation that was not presented in Step Two.
4. Within ten (10) days after the hearing of the Board with the grievant, the Board or its designated representative shall give the grievant its decision in writing.

#### **04. HEARINGS**

Hearings shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, entitled to attend, (including witnesses) to be present.

Hearings shall be conducted during non-school hours, unless there is a mutual agreement for other arrangements.

#### **05. TIME LIMITS**

- A. Time limits herein may be extended only by mutual agreement, signed by the parties.
- B. If there is a failure at any step to communicate the decision on a grievance within the specified time limit, the grievant shall then have the right to appeal at the next step of the procedure.
- C. Any grievance not advanced from one step to the next within the time limits; shall be deemed resolved by the answer at the previous step.
- D. Any grievance which arose prior to the effective date of this Agreement or after the termination date of this Agreement shall not be processed.

#### **06. STATE AND FEDERAL LAW**

- A. Nothing contained herein shall deny to any employee rights under State or Federal Constitutions and laws.
- B. No non-permanent employee may use the grievance procedure in a way to appeal discharge or a decision by the Board not to renew such employee's contract; unless there has been a specific breach of this Agreement.
- C. No employee shall use the grievance procedure to appeal any decision of the Board or Administration if such decision is pursuant to any order of or written agreement with any State or Federal Regulatory Commission or Agency.

APPENDIX D

GRIEVANCE REPORT FORM

AREA 30 CAREER CENTER

Distribution of Form:

1: Director- GRIEVANCE REPORT

2: Organization - Submit to Director in Duplicate

3: Teacher

Grievance #	
Name of Grievant	
Date Filed	

STEP II

Date Grievance Occurred	
Statement of Grievance	
Relief Sought	
Signature	
Date	

Disposition by Director	
Signature	
Date	

Position of Grievant and/or Organization	
Signature	
Date	

STEP III

Date Received by Board of Career Center or Designee	
Disposition by Board	
Signature	
Date	

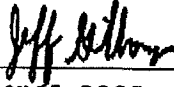
Position of Grievant and/or Organization	
Signature	
Date	

AREA 30 CAREER CENTER  
EXTRA-CURRICULAR SPONSORS AND COACHES  
2020-2021

HOSA-\$350.00  
PROSTART- \$350.00  
SUPER MILEAGE-\$350.00  
ROBOTICS -\$350.00  
SKILLS-\$350.00  
FCCLA -\$350.00  
NTHS-\$350.00  
Student Ambassador-\$350.00

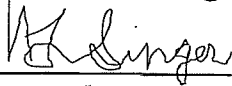
**Ratified**  
**MASTER CONTRACT AGREEMENT**  
**BETWEEN**  
**AREA 30 CAREER CENTER**  
**BOARD OF SCHOOL TRUSTEES**  
**AND**  
**THE AREA 30 CERTIFIED EMPLOYEE ORGANIZATION**  
**2020-2021**

**Jeff Gibboney, President, Area 30 Career Center Board of Trustees**



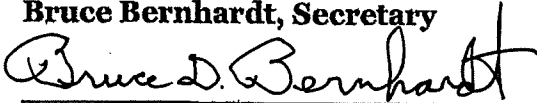
November 13, 2020

**Dr. Nicole Singer, Vice President**



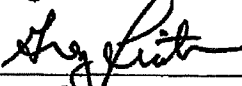
November 13, 2020

**Bruce Bernhardt, Secretary**



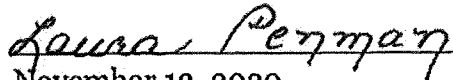
November 13, 2020

**Greg Linton, Board Member**




November 13, 2020


**Laura Penman, Board Member**

  
November 13, 2020

**Lora Busch, Executive Director**

  
November 13, 2020

**Troy Anderson, President, Area 30 Certified Employee Organization**

  
November 13, 2020