

AGREEMENT ON MASTER CONTRACT REOPENER

This Agreement is made to be effective as of November 14, 2022 by and between the Board of School Trustees of the South Knox School Corporation ("Corporation") and the South Knox Classroom Teachers' Association ("Association"), the recognized bargaining agent for all certified employees for all certified employees as defined under Ind. Code §20-29-1-1 *et seq.* in the South Knox School Corporation except for the Superintendent, Central Office Administrative Personnel, Principals, Vice Principals, and assistant Principals, supervisors, confidential employees, employees performing security work and non-certified employees pursuant to Indiana law providing for bargaining collectively. All capitalized terms used herein, unless otherwise defined, shall have the meaning ascribed to them in the 2021 – 2023 Master Contract entered into between the parties to be effective as of July 1, 2021 ("Master Contract").

Agreement

Pursuant to Article XXVI(b) of the Master Contract, the Association was entitled to reopen the Salary Schedule in the event the Corporation received additional new Tuition State Funding for the 2022-2023 School Year ("Reopener"). The Corporation received additional Tuition State Funding, and the Association exercised its rights pursuant to the Reopener.

Following productive discussions between the parties, it was determined that no changes to the Salary Schedule contained in the Master Contract would be made. Accordingly, the parties hereto wish to document said agreement and make a report to the Indiana Education Employment Relations Board as to the status of their negotiations prior to the reporting deadline of November 15, 2022.

Therefore, the parties agree that the Reopener contained in the Master Contract shall be closed with no changes to the Salary Schedule.

Attestation

The undersigned attest to the following:

1. A public hearing was held in compliance with Ind. Code §20-29-6-1(b) on November 8, 2022 at 7:00 p.m. in the Corporation's main office and electronic participation from the parties and/or public was not permitted; and
2. A public meeting in compliance with Ind. Code §20-29-6-19 was held on November 11, 2022 at ~~7:30~~ 7:30 a.m. in the Corporation's main office to discuss this agreement and electronic participation from the governing body and/or public was not permitted.

Ratification and Signatures

This Agreement was ratified by South Knox Classroom Teachers Association on November 14 2022.

SOUTH KNOX CLASSROOM TEACHERS ASSOCIATION


BY:

Beatrice Evans, Co-President


Jenna Branch, Co-President


Matthew Lemon, Bargaining Team Member


Gregory Laake, Bargaining Team Member



Tina Kunkler-Laake, Bargaining Team Member



Sara Wirth, Bargaining Team Member

This Agreement was ratified by South Knox School Corporation on November 14, 2022.

SOUTH KNOX SCHOOL CORPORATION BOARD OF SCHOOL TRUSTEES


BY:


Gary Holscher, President


Eric Carter, Vice-President

Jesse Watjen, Secretary


Michael Edwards, Member


Alicia Houchin, Member


Timothy Grove, Superintendent

2021-2023

MASTER CONTRACT

BETWEEN

**THE BOARD OF SCHOOL TRUSTEES
OF THE
SOUTH KNOX SCHOOL CORPORATION**

AND

**THE SOUTH KNOX CLASSROOM TEACHERS'
ASSOCIATION**

This contract to be effective as of July 1, 2021 by and between the Board of School Trustees of the South Knox School Corporation, hereinafter called the "School Employer" and/or "Board" and the South Knox Classroom Teachers Association, hereinafter called the "Exclusive Representative" and/or "Association."

TEACHER WORK DAY HOURS: 8:00 a.m. - 3:25 p.m.

TEACHER ABSENCE

When a faculty or staff member is going to be absent from school, he/she is to call 812-743-2282. Jalyn McClure arrives at SKMHS at 6:50 a.m. If you know the night before, you may call her at home at 812-881-7181 or text later during the night. On a day you are absent, please call the school before 2:00 p.m. to **inform** us of your intentions for the next day so the substitute can be informed.

All teacher absences or request for leave must be recorded on the pink Leave Request Form. Personal leave must have prior approval of the principal. School personnel, who must leave school early, or during the day at any time, must first secure permission from the school administration.

LEAVE BENEFITS

Each certified employee shall be entitled to be absent from work for certain designated leave days as outlined in the teachers' master contract without loss of compensation. These leave days include: sick leave, illness in family leave, personal leave, bereavement leave, adoption leave, pregnancy leave, jury duty leave, and court leave. Refer to the master contract for the exact description of each leave day and the allowable number of days for each type of leave.

RECORDING STUDENT ATTENDANCE

It is the teacher's responsibility to record attendance on the computer twice daily. Attendance should be taken the first thing each day and again after lunch when the teacher has his or her homeroom assembled. It is important to make this a **routine activity** since our state report of attendance comes directly from the teacher entries of attendance.

Tardy students should be marked at the instant they come or leave school if the teacher has this knowledge. The front office will double check the sign out log to ensure correct recording of tardy students.

SCHOOL PROBLEMS

Please keep the principal informed of any problems that might exist. It is much easier for the school administration to back a teacher's actions if the administration is aware of the details of the situation prior to the parent calling with a concern. We will use the normal channels of communication that have been established, which is *teacher to principal to superintendent to school board*.

FIELD TRIP PROCEDURES (Virtual and Off-Campus)

Properly planned and executed field trips are educationally beneficial to students. Field trips should supplement and enrich the curriculum exposing students to a learning environment outside of the classroom, which will meet classroom goals and objectives. Such community resources may be natural, artistic, industrial, scientific, commercial, governmental, or educational based.

Teachers are required to take at least one virtual field trip and one off-campus field trip per year with their class. Virtual field trips should be planned and done early in the school year so that funding can be encumbered. Off-campus trips may be taken anytime during the school year, however, bus transportation can be difficult to obtain in the spring.

The following procedures are to be followed by teachers when initiating a field trip:

The teacher should complete the top section of an "EDUCATIONAL FIELD TRIPS/APPLICATION FOR TRANSPORTATION" form. This form is available in the school office. The application form is to be submitted to the building principal A MINIMUM OF 12 DAYS PRIOR TO THE DATE OF THE FIELD TRIP. Upon receipt of the trip request application, the principal will approve or deny the request. If approved, the principal will forward the application through the appropriate channels to secure the needed transportation. A copy of the approved form will be returned to the teacher (sponsor) of the field trip.

The teacher will use the prescribed school Field Trip Permission Form to secure permission from parents for all students going on the trip. The Field Trip Permission Form is available in the school office.

Teachers are to take a listing of students and their emergency phone contacts on all trips from school.

Teachers may solicit help from parents to serve as chaperones for field trips when the teachers feel there is a need for extra supervision. The teachers and principal will draw names of interested parents at random to select which parents will be used

administrator or counselor present at the conference, contact Mr. Couchenour, Mr. Toothman, Mrs. Staggs or Mrs. Shepard and one of us will attend. The goal of any disciplinary action or parent conference is to get the student back on track so that he/she can succeed in your class. We will do everything possible to make that happen and only in extreme cases will we recommend permanently removing a student from your class.

In addition to managing your classroom, you are also expected to monitor student behavior throughout the building, particularly during passing time. Think of this as the school version of a "Neighborhood Watch" program. By being present in the hallways during passing time, you may often be able to address a problem with a simple verbal warning or alert the office if you see or hear something that causes you concern. Also, please be mindful of dress code violations. If you observe a student whose dress seems to be outside the acceptable standard of dress for school, you need to refer that student to the office for the appropriate action.

WORK DAY - INSTRUCTIONAL STAFF

All South Knox High School and Middle School professional staff shall be on duty for **8:00 a.m. until 3:25 p.m.**, and during other hours as assigned. If you find it necessary to leave the building during these hours (professional meeting or emergency), request proper clearance through the principal's office. It is understood that it will be necessary for teachers to stay for such activities as faculty meetings, school district meetings, PTO, etc. **It is also expected that teachers will be available to students during the 20 minutes before and 5 minutes after school.**

DRESS (PROFESSIONAL STAFF)

Professional staff members are expected to dress in keeping with their respected positions. Neat appearance has a positive effect on student attitudes. Changes in the student dress code concerning tops with sleeves also needs to apply to all staff members.

SCHOOL INSURANCE

There is no student accident insurance offered through the school. At no time is an ECA sponsor or coach to suggest any medical treatment for a student or athlete.

CRITERIA FOR TEACHING CONTROVERSIAL ISSUES

Teachers will observe the following guidelines in the teaching of controversial issues:

1. The treatment of the issue shall be within the range of the knowledge, maturity, and competence of the students.

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* This Table of Contents is included as an item of information only and shall not be construed in any aspect or manner as a part of this Contract, nor was this Table of Contents bargained between the parties hereto.

Article I.

Recognition

The South Knox Classroom Teachers Association is hereby recognized by the South Knox School Corporation as the bargaining agent for all certified employees as defined under Ind. Code §20-29-1-1 *et seq.* in the South Knox School Corporation except for the Superintendent, Central Office Administrative Personnel, Principals, Vice Principals, and assistant Principals, supervisors, confidential employees, employees performing security work and non-certified employees pursuant to Indiana law providing for bargaining collectively.

Article II.

Definitions

As used in this Contract:

- a) **"Qualifying Teacher"** means a Teacher who meets the eligibility criteria of Article III.(c) (i.e. has been rated effective or highly effective) and meets the Evaluation, Academic Needs, and Experience factors as defined in Article III.
- b) **"Exclusive Representative," "Bargaining Unit,"** and **"Association"** mean the South Knox Classroom Teachers Association, the school employee organization which has been certified as the Exclusive Representative of the certified school employees, or the person or persons duly authorized to act on behalf of such representative.
- c) **"School Corporation"** means the South Knox School Corporation of the County of Knox in the State of Indiana.
- d) **"School Employer"** and **"Board"** mean the Board of School Trustees of the South Knox School Corporation and any person(s) authorized to act for said body in dealing with its employees.
- e) **"School Year"** means the completion of a minimum of one-hundred and twenty (120) days of service during any one fiscal year of this Agreement.
- f) **"Step"** means the incremental increase in base salary which is subject to the Teacher meeting the qualification criteria and requirements as provided under Article III. "Step" does not equate to experience level based solely upon the number of years an individual Teacher has been in the teaching profession.
- g) **"Teacher"** means the certificated personnel employed by the School Employer in the bargaining unit as defined in Article I. of this Agreement.

- h) **"Term"** means the beginning and ending date of this Agreement: July 1, 2021 – June 30, 2023.

Article III. **Salary/Compensation**

- a) **Salary Range.** At the beginning of the 2021-22 School Year, the salaries of returning full-time teachers were between \$36,200.00 and \$62,500.00.
- b) **Salary Schedule.** The School Employer and the Exclusive Representative agree that the salaries for the 2021-22 School Year shall be as set forth in Appendix A-1 and for the 2022-23 School Year shall be as set forth in Appendix A-2 (hereinafter "Salary Schedule"), attached hereto and made a part of this Agreement. The Salary Schedule contains two compensation paths based upon the attainment of a Bachelor's Degree versus a content area Master's Degree.

The Salary Schedule includes an across-the-board base salary increase of up to \$3,000.00 for both the 2021-22 School Year and the 2022-23 School Year. This increase is available to Teachers who meet the eligibility requirement of Article III(c), *and* satisfy the Evaluation, Academic Needs, and Experience factors as defined in Article III(d). Qualifying Teachers who also satisfy the Education Factor shall be entitled to change columns on the Salary Schedule and receive a one-time increase to base salary of \$2,300.00.

- c) **Eligibility Statement.** Except as provided in Article III(g) below, Teachers rated ineffective or improvement necessary in the prior School Year are not eligible for any salary increase in the current year and remain at their prior year salary.
- d) **Factors and Definitions.** Teachers who meet the eligibility statement set forth in Article III(c) above shall qualify for base salary increases (subject to the restrictions contained in Article III(e)(4) below) if they meet the following factors:
1. **Evaluation Factor (31%)**¹: Subject to the provisions of Article III(g), a Teacher must have received an evaluation rating of highly effective or effective on the annual performance evaluation conducted pursuant to Ind. Code §20-28-11.5 for the prior School Year ("Evaluation Factor");
 2. **Academic Needs Factor (23%)**: The Teacher meets the academic needs of students in the Corporation, which shall be defined as meeting Corporation and building-level growth, as evidenced by (as applicable)("Academic Needs Factor");

¹ Note that the percentage attributable to each factor is based upon the total possible increase available under the compensation plan for each year of the Agreement.

- a. An improvement in Corporation-wide and building-level student standardized test scores;
 - b. Building-level IREAD pass rates;
 - c. Building-level End-of-Course Assessments for the High School;
 - d. Student Learning Objective Teachers teaching in a curriculum shortage area or in an area of student need as evidenced by growth from the previous year;
or
 - e. Conducting activities to address state curriculum/standards or graduation requirements.
3. Experience Factor (11%): During the immediately preceding School Year the Teacher provides services to the Corporation for at least one-hundred and twenty (120) days ("Experience Factor"); and
4. Education Factor (35%): The Teacher is in the first year after he/she has completed the coursework required to possess a content area Master's Degree ("Education Factor") and is in addition to what is required for employment.
- a. A Teacher who satisfies the Education Factor shall be entitled to change columns on the Salary Schedule from the Bachelor's Degree Column to the Master's Degree Column.

e) Distribution.

1. Qualifying Teachers. Subject to Article III(e)(4), Qualifying Teachers will move forward one (1) Step each School Year. The one (1) Step increase will be apportioned as follows:

Evaluation:	\$ 2,000.00
Academic Needs:	\$ 1,500.00
Experience:	\$ 700.00
	\$ 4,200.00 ²

2. Qualifying Teachers who Meet the Education Factor. Subject to Article III(e)(4) Qualifying Teachers who are in the first year of meeting the Education Factor shall be entitled to move to the Master's column and will advance one (1) Step each School Year. The one (1) Step increase will be apportioned as follows:

Evaluation:	\$ 2,000.00
Academic Needs:	\$ 1,500.00
Experience:	\$ 700.00

² Note that this increase is based upon the across-the-board base salary increase of \$3,000.00 plus the \$1,200.00 associated with each Step increase.

Education: \$ 2,300.00
 \$ 6,500.00 (maximum available increase)

Education + Experience = 46% of the available increase

Note that the movement to the Master's column results in a one-time salary increase of \$2,300.00 in the year that the Education Factor is obtained.

3. Total Step Increase. Subject to the cap set forth in Article III(e)(4), all Qualifying Teachers will advance a maximum of two (2) Steps during the Term.
4. Step Increase Cap. The Bachelor's Degree column of the Salary Schedule shall be capped at Step 12 ("Bachelor's Cap"). The Master's Degree column of the Salary Schedule shall be capped at Step 21 ("Master's Cap"). Teachers subject to the limitation in this Article III(e)(4) shall receive the amount that otherwise would have been added to their base salary in the form of a stipend.
5. Examples. Each example assumes the Teacher is classified as a "Qualifying Teacher" each year of the Term.
 - a. A Qualifying Teacher with 25 years' experience and who is currently on the top row of the Bachelor's column shall receive a base salary increase of \$3,000.00 and a stipend in the amount of \$1,200.00 for each year of the Term.
 - b. A Qualifying Teacher who is currently on Step 10 of the Bachelor's Column and whom, as of the beginning of the 2021 – 22 School Year, meets the Education Factor will:
 - (i) Receive a \$3,000.00 across-the-board base salary increase for both the 2021-22 and 2022-23 School Years;
 - (ii) Transition to the Master's Degree Column on the Salary Schedule, and receive a one-time increase in base salary of \$2,300.00;
 - (iii) Advance one step on the Master's Degree Column to Step 11 and receive a base salary increase of \$1,200.00 in the 2021-22 School Year;
 - (iv) Advance another Step in the 2022 – 23 School Year to Step 12 and receive a base salary increase in the amount of \$1,200.00.
 - c. A Qualifying Teacher currently at Step 20 will:
 - (i) Receive an across-the-board base salary increase of \$3,000.00 in both the 2021-22 School Year and the 2022-23 School Year;
 - (ii) Advance one Step to Step 21 during the 2021 – 22 School Year (thereby receiving a base salary increase of \$1,200.00);

- (iii) Receive a stipend in the amount of \$1,200.00 for the 2022-23 School Year.

- f) **Redistribution.** Subject to the provisions of Article III(g), any amounts allocated for base salary increases for Teachers who receive evaluation ratings of ineffective or improvement necessary on their annual performance evaluation during the term of this Agreement will be reallocated and equally redistributed as stipends to Teachers who received an evaluation rating of effective or highly effective on their annual performance evaluation.
- g) **New Teacher Exemption.** The foregoing notwithstanding, a Teacher who is in the first two (2) full School Years of providing instruction to students and who is rated as ineffective or improvement necessary, may still be eligible for a base salary increase if the Teacher otherwise qualifies under the requirements set forth under Article III(d).
- h) **New Teacher Hires.** The beginning salary for newly hired Teachers shall be within the Salary Schedule set forth in Appendix A, as determined based upon the possession of a Bachelor or content area Master's Degree and credit shall be given to the years of experience each newly hired Teacher has obtained in a public-school setting.
 - 1. **Example.** A Teacher with a Master's Degree with ten (10) years of teaching experience in a public school system, and five (5) years teaching in a private school will be placed at Step 10 of the Master's Column of the Salary Schedule.
- i) **Minimum Salary.** Beginning with the 2022-23 School Year, no full-time classroom Teacher shall earn less than \$40,000.00 in salary.
- j) **Additional Duty Stipends.** Extra/ancillary duty stipends for co-curricular and extra-curricular duty assignments can be found in Appendix B.
- k) **Stipends for Summertime Professional Development.** For any administrator recommended or requested professional development courses or classwork Teacher performs during the summer months in which school is not in session ("Summertime Professional Development") a Teacher shall be paid a total of:
 - 1. \$50.00 for Summertime Professional Development up to three (3) hours in length; **or**
 - 2. \$100.00 for Summertime Professional Development over three (3) hours in length.

The Teacher must provide evidence of such participation to the satisfaction of the Superintendent before qualifying for the stipend.

- l) **Stipends for Specific School Activities.**

1. The School Corporation shall pay a stipend of \$25.00 per hour to any Teacher who directly participates in the following activities:
 - a. Kindergarten Graduation;
 - b. Holiday Program for Grades 1 – 4;
 - c. 6th Grade Graduation;
 - d. 6th Grade Musical;
 - e. Art Show; and/or
 - f. Crisis Prevention Institute Training.
2. The stipend paid pursuant to this Article III(k) shall be calculated based upon the duration of the activity, and shall not include time required for preparation or planning of the activity, unless written approval from the Superintendent is obtained in advance.
 - a. Example: If Kindergarten graduation lasts for a total of two and a half (2 ½) hours, the Teachers directly involved in the program will receive \$62.50 each.
3. A stipend will not be paid for activities that occur during the school day.
4. In order to receive the stipend, the Teacher must submit to the office of the Superintendent an accounting of the time spent participating in the activity along with an explanation of how the Teacher directly participated in the activity.

Article IV.

Medical/Hospitalization Insurance

- a) **Payments by Corporation.** The School Employer will pay the following amounts toward the cost of hospital, surgical and medical care type insurance for each Teacher employed on a one-half (1/2) time basis or more under a regular contract and enrolled in the School Corporation's group medical insurance plan. All health insurance benefits will continue during a Teacher's approved medical leave of absence up to twelve (12) months subject to the approval of the School Corporation's insurance carrier.
 1. Single -The School Corporation will pay \$646.54 monthly (\$7,758.48 annual amount) toward the cost of a single health insurance plan for all eligible Teachers employed prior to January 1, 2006. The School Corporation will pay \$555.63 monthly (\$6,667.56 annual amount) for all eligible Teachers employed after December 31, 2005.
 2. Family - The School Corporation will pay \$1,596.41 monthly (\$19,156.92 annual amount) toward the cost of a family health insurance plan.

3. No employee shall contribute less than \$1.00 per plan year per Indiana Code.

- b) **Insurance Premium Refund.** The School Corporation agrees to share a portion of any premium money refunded to the Corporation. Employees participating in the high deductible insurance plan, and who qualify for a Health Savings Account ("HSA"), shall receive a contribution to their HSA once the Corporation receives the premium refund. Contingent upon the Corporation's receipt of the refund, the Corporation agrees to contribute \$2,000.00 to single plan HSAs and \$3,500.00 to family plan HSAs. Corporation will use all reasonable efforts to deposit the refunds each year of the Term on or before February 28th. The Board, after review and recommendation by the insurance committee, shall determine the contribution amount in 2023 upon receipt of notification of the refund amount to be received in 2023.
- c) **Eligibility for Premium Refund.** Employees not on the high deductible plan or who are ineligible for a HSA do not qualify for a portion of the refund.

Article V.

Vision Care Insurance

Each Teacher employed on a one-half (½) time basis or more under a regular contract and enrolled in the School Corporation's vision insurance plan and his or her immediate family shall be covered by a vision care program paid for by the Board with the exception of \$1.00 per year.

Article VI.

Long Term Disability Insurance

The School Employer will pay all but \$1.00 per year toward the cost of a Long-Term Disability Insurance Program for each Teacher employed under regular contract working one-half time or more and enrolled in the School Employer's group plan.

Article VII.

Term Life Insurance

- a) **Provision of Life Insurance Coverage.** The School Employer will provide \$75,000 of life insurance coverage for each Teacher employed under this Agreement and who is employed on a one-half (½) time basis or more.
- b) **Corporation Payment of Premium.** The School Employer will pay all but \$1.00 per year toward the cost of the life insurance coverage.

- c) **Additional Coverage Option.** Teachers will have the option of purchasing an additional \$75,000 of life insurance through the School Corporation's group life insurance carrier with the employee paying the full amount of the premium. Payment can be made through payroll deduction. Coverage on this optional life insurance plan is subject to approval of the insurance company.

Article VIII.

Retirement Severance Benefit

- a) **Severance Benefits.** An individual who is employed as a Teacher at the time of retirement or severance from employment will be eligible for the benefits identified under this Article VIII. subject to the terms and conditions as set forth below.
- b) **Group Health Insurance.**
1. Immediately following retirement from the School Corporation after completing at least ten (10) years of service as a certified Teacher employed throughout that time by the School Corporation and reaching the age of at least fifty (50) years, the Teacher and his/her spouse, if any, shall have the option of remaining in the School Corporation's group health insurance plan, if all of the following conditions are met as of the date of severance and thereafter:
 - a. The Teacher was enrolled in the Corporation's group health insurance plan immediately prior to retirement from the School Corporation.
 - b. While the retired Teacher and spouse, if any, remain enrolled in the health insurance plan, the retired Teacher and spouse shall pay the entire insurance premium prior to the due date. Payment must be made to the School Corporation's business office.
- c) **Change in Health Insurance Carrier/Benefits.** The School Corporation reserves the right to change health insurance carriers and health insurance benefits in the future and eligible retired Teachers and spouses who have elected to remain enrolled in the School Corporation's health insurance plan will become members of the revised health insurance plans.
- d) **Medicare Eligibility.**

1. Termination of Participation upon Eligibility. When a retired Teacher first becomes eligible for Medicare, the Teacher's eligibility to continue to participate in the School Corporation's group health insurance plan shall terminate, if not earlier terminated according to applicable law. (The same termination of eligibility shall also apply when a retired Teacher's spouse first becomes eligible for Medicare.)
2. Compliance. It is acknowledged that the Parties intend these provisions to comply with applicable federal and state laws that establish an eligible Teacher's right to continue health insurance for the Teacher and spouse, including if otherwise applicable, Indiana Code §5-10-8-2.6. Therefore, this right to extended coverage shall not override any rights to continuing health care coverage as required by COBRA, or any other applicable federal or state law.

e) VEBA Contributions.

1. Contributions. The School Corporation shall contribute the following amounts to the individual Volunteer Employee Beneficiary Association ("VEBA") account of a Teacher who retires at the end of the 2021-22 or the 2022-23 School Years, and who meets the following criteria:
 - a. If a letter of retirement is provided to the superintendent by March 1 for a retirement that will become effective at the end of that current School Year, the Corporation shall contribute \$1,000 to the retiring Teacher's VEBA account.
 - b. If the retiree has at least 250 days of accumulated sick leave days at the time of retirement, the Corporation shall contribute \$1,000 to the retiring Teacher's VEBA account.
 - c. If no more than 10 combined sick and personal leave days were used by the employee during the final two years as a Teacher, the Corporation shall contribute \$1,000 to the retiring Teacher's VEBA account.
2. Contribution Amounts Cumulative. The contribution amounts identified above are cumulative and independent of each other. The maximum amount of contributions made under this Article VIII(d), is \$3,000.00.
3. Payment Timing. Payments to the VEBA account will be made at the time of retirement.

Article IX.

Retirement Savings 401(a) Annuity Plan

- a) **Establishment.** The School Corporation shall establish a qualified retirement plan as described in Section 401(a) of the Internal Revenue Code ("Code").
- b) **Corporation Contribution.** The Corporation agrees to contribute three percent (3.0%) of each Teacher's base salary into each individual's separate 401(a) account. The Board shall make equal monthly contributions throughout the school year based upon the Teacher's base salary earnings per month. There will be no commingling of accounts and each Teacher shall determine how his or her account shall be invested among the investment options made available by the investment vendor for the 401 (a) Plan. The single investment vendor for the 401(a) plans shall be MidAmerica.
- c) **Contribution to Employees Above Age Fifty-Nine (59).** If a Teacher continues employment after the attainment of age fifty-nine (59), the Teacher continues to receive all ongoing Board contributions to the 401(a).
- d) **Vesting Requirements and Forfeiture.** Each Teacher is considered vested in these individual 401(a) accounts upon the completion of five (5) years of service in the School Corporation. Forfeited amounts shall be deposited in a Forfeiture Account which is to be used as a credit for the School Corporation against the contribution which the School Corporation is to make to the 401(a)-annuity plan during the next year.

Article X.

Retirement Savings VEBA Plan

- a) **Contribution by Corporation.** During the time period a Teacher is employed, the School Corporation shall contribute to a VEBA as described in Section 501 (c)(9) of the Code.
- b) **Amount of Contribution.** The Board agrees to contribute four- and one-half percent (4½%) of each Teacher's base salary into each individual's separate VEBA account. The Board shall make equal monthly contributions throughout the School Year. There will be no commingling of accounts and each Teacher shall determine how his or her account shall be invested among the investment options made available by the investment vendor for the VEBA Plan. The single investment vendor for the VEBA plans shall be MidAmerica.
- c) **Contribution to Employees Above Age Fifty-Nine (59).** If a Teacher continues employment after the attainment of age fifty-nine (59), the Teacher continues to receive all ongoing Corporation contributions to the VEBA.
- d) **Vesting Requirements and Forfeiture.** Each Teacher is considered vested in these individual VEBA accounts upon the completion of five (5) years of service in the corporation. Forfeited amounts shall be deposited in a Forfeiture Account which is to be

used as a credit for the School Corporation against the contribution which the School Corporation is to make to the VEBA plan during the following year.

Article XI.

Retirement Life Insurance Coverage

- a) **Continuation of Coverage after Retirement.** If allowed by the insurance carrier, a Teacher, who upon retirement from teaching in the School Corporation, may choose to continue in the School Corporation's group life insurance program, provided said Teacher:
1. Has reached the age of fifty-five (55) at the time of retirement; **and**
 2. Has more than ten (10) years of teaching experience in the School Corporation.
- b) **Notice to Corporation.** Such Teacher shall give written notice to the Office of the Superintendent not later than their last day of teaching service of his or her intent to remain in such program.
- c) **Payment of Premium.** Such Teacher shall pay the full amount of the annual premium cost to the School Corporation's business office in two (2) installments. The first installment shall be due on July 1 and the second installment shall be due on January 1 of each year.
- d) **Termination.** The rights provided to a retiring Teacher under this Article XI shall terminate upon the Teacher reaching the age of sixty-five (65).
- e) **Failure to Pay Premium.** The School Corporation shall not be responsible for any lapse or termination of insurance coverage due to the failure of a retired Teacher to make payment as provided herein.
- f) **Select Conditions of Continued Enrollment.** The Teacher will be eligible to continue the group life insurance coverage in which they are enrolled at the time of retirement and will not increase in value after retirement. This coverage does not include any life insurance coverage in effect through the group medical insurance plan at the time of retirement.

Article XII.

Indiana State Teachers Retirement Fund

- a) **Corporation Contributions.**

1. Teachers Hired Before July 1, 1995. A payment of three percent (3.00%) of each individual Teacher's Compensation Amount, as hereinafter defined, will be paid directly to the Indiana State Teacher Retirement Fund ("ISTRF") by the Board on behalf of each Teacher for Teachers hired prior to July 1, 1995 for payment of the Teacher's share of such retirement contribution. Thus, the individual Teacher's contract for each affected Teacher shall be written for the amount of compensation payable which is less the said three percent (3.00%).
 2. Teachers Hired After July 1, 1995. The Teacher's share of the Teacher's compensation amount for Teachers hired after July 1, 1995 paid to ISTRF shall be 10.5% with the Board currently paying 8.5% and the State paying 2%, per HB 1001.
- b) **Calculation of Contribution Amount.** The "Compensation Amount" for each individual Teacher shall be that level of compensation identified in Appendix A, Appendix B, amounts owed pursuant to Article VIII. herein, and any other payments which are paid by the Corporation to the Teacher as required or permitted by law.

Article XIII.

Voluntary Unpaid Leave

- a) **Voluntary Leave.** A leave of absence without pay and fringe benefits may be granted to a Teacher, for a period not to exceed one (1) year, provided the Teacher complies with the requirements of this Article.
- b) **Notice of Intent to Take Leave.** A Teacher who seeks a leave of absence shall submit notice of such leave in writing to the Superintendent at least sixty (60) calendar days prior to the start of the leave.
- c) **Content of Notice.** The notice provided pursuant to Article XIII(b). shall include the exact dates requested for the starting and ending of the leave.
- d) **Continued Notification Requirements.** The Teacher shall notify the Superintendent in writing by February 1 of the School Year in which the leave of absence has been granted of the Teacher's planned job status for the following School Year.
- e) **Continued Enrollment in Health Insurance Plan.** The Teacher may elect to remain enrolled in the Corporation health insurance plan provided that the Teacher pays the entire insurance premium prior to the date such premium is due. Payment must be made to the School Corporation's business office.

- f) **Failure to Pay Premium.** The School Corporation shall not be responsible for any lapse or termination of insurance coverage due to the failure of such Teacher to make payment as provided herein.

Article XIV. **Sick Leave**

- a) **Paid Absences.** Each Teacher shall be entitled to be absent from work on account of illness or quarantine ("Sick Leave") for a total of fifteen (15) days each year without loss of compensation.
- b) **Accumulation of Unused Paid Absences.** If in any one (1) School Year the Teacher shall be absent for such illness or quarantine less than the prescribed number of days, the remaining days shall be accumulative to a total of two-hundred sixty (260) days.
- c) **Credit Inter-Corporation Accumulated Sick Leave.** In the event any Teacher shall have accumulated one (1) or more days of Sick Leave in another public-school corporation in the State of Indiana, then there shall be added for the second year and each succeeding year of such employment up to three (3) days of Sick Leave until the number of accumulated days to which said Teacher was entitled in the last place of employment is exhausted.
- d) **Amount of Sick Leave Pay.** Sick Leave pay will be consistent with the salary schedule adopted by the Board and in force and effect at the time illness occurs.
- e) **Summer School.** Each summer school Teacher shall receive an additional one (1) day for sick leave during his/her summer school employment. The Sick Leave day, if unused, shall accumulate as set forth under Article XIV(b) hereunder. Summer school Sick Leave will be prorated to the length of the summer school work day, if unused.
- f) **Proration of Sick Leave Accumulation.** It is understood that Sick Leave allotments and accumulations will be prorated to the percentage of time employed each School Year. A full-time employee changing to part-time employee shall not lose any prior earned Sick Leave accumulation, but will be subject to prorated leave days and maximum accumulations during the part-time employment.
- g) **Buyback of Accumulated Sick Days Upon Retirement.** Upon retirement, and contingent upon the Teacher complying with the requirements below, the School Corporation will buy back up to and including two hundred and seventy-five (275) accumulated sick days at the rate of twenty-five dollars (\$25.00) per day.
1. In order to qualify for the buyback, a retiring Teacher must, as of March 1st of the year preceding retirement, have accumulated no less than one hundred (100) sick

days. Upon qualification under this subsection, the Teacher will be entitled to the buyback of *all* accumulated sick days up to the limits contained above.

2. The Teacher shall use all reasonable efforts to notify the School Corporation of their intent to retire on or before September 1st of the School Year immediately preceding their intended retirement date. The foregoing notwithstanding, any retiring Teacher shall have up to and including March 1st of the School Year immediately preceding their intended retirement date to notify the School Corporation of their intent to retire. The failure to notify the School Corporation on or before March 1st of the School Year prior to the intended retirement date shall disqualify the Teacher from the buyback set forth under this Article XIV(g).
3. The payment identified herein shall be subject to all regular employment, Medicare, and Social Security taxes, and will be issued directly to the retiring Teacher as a stipend within ten (10) days of the effective date of retirement.

Article XV.

Sick Leave Bank

a) **Establishment and Protocols.** A "Sick Leave Bank" from which participating Teachers may draw additional sick leave is established for all full-time and part-time Teachers subject to the following procedures and requirements:

1. Full-time Teachers may donate two (2) days of their accumulated sick leave to the Sick Leave Bank and part-time Teachers may donate (1) day of their accumulated sick leave to the Bank. This will constitute membership in the Sick Leave Bank.
2. A Teacher who is retiring may, by written notice to the Superintendent, donate any unused sick days accumulated in excess of the two-hundred and sixty (260) maximum set forth in Article XIV(b) to the Sick Leave Bank at their retirement.
3. In no event shall the Board contribute days to the Bank.
4. In the event the Sick Leave Bank accumulation falls below one-hundred (100) days as of September 1 in any School Year, each Sick Leave Bank member shall contribute the following amount of days from their personal sick leave accumulation in order to remain an active participant in the Bank:

- i. Full Time Teachers shall contribute one (1) day;
 - ii. Part Time Teachers shall contribute one-half (1/2) day.
5. Further, in the event the Sick Leave Bank accumulation falls below the one-hundred (100) day threshold, the enrollment period shall be reopened for any Teacher who wishes to join the Sick Leave Bank.
6. Failure to donate days as requested will result in loss of membership.
7. Each new full-time Teacher will be asked if they wish to contribute two (2) days and each new part-time Teacher shall be asked if they wish to contribute one (1) day to the Bank at the time of employment.
8. The Sick Leave Bank shall be administered by the Superintendent and the Association President. Decisions regarding the awarding of days from the Sick Leave Bank shall be made by a three (3) member committee composed of the following:
 - i. Superintendent;
 - ii. The Association President; and
 - iii. A contributing member of the sick leave bank to be appointed on a yearly basis by the Association President.

b) Withdrawal of Benefits Procedures and Protocols.

1. To request days from the Sick Leave Bank, the Teacher or a representative must make written application to the Association President accompanied by a physician's statement describing the illness.
2. Upon receipt of a written application, the Association President shall immediately notify the committee which shall convene and render a decision on the application within ten (10) school days from receipt of the application.
3. The applicant must have exhausted all accumulated Sick Leave and personal leave days.
4. No Sick Leave Bank days will be granted without the action and consent of the committee. The decision of the committee to grant or deny days shall be final and binding.
5. The decision of the committee shall not be subject to the Grievance Procedure described in Article XXV. hereof.

6. The committee may at any time require a written statement from an independent physician selected by the committee. The Teacher shall pay all expenses incurred in obtaining a statement from the physician selected by the committee.
7. A maximum of one-hundred (100) days may be granted from the Bank to any one individual per application while employed by the School Corporation.
8. After days have been donated to the Bank, those days can never be returned to the individual to be used for severance pay.
9. Sick Leave Bank days shall not be used by Teacher eligible to receive disability payments as set forth herein once the elimination period has elapsed for long term disability insurance, and said Teacher is eligible for long term disability insurance.
10. Sick Leave Bank days shall not be granted for maternity leave unless there is a medical complication with a pregnancy.

Article XVI.

Illness in Family Leave

- a) **Absences for Family Care.** A Teacher may be absent from work with pay not to exceed a total of three (3) school days per School Year for the illness of a father, mother, brother, sister, husband, wife, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild, grandparent, grandparent-in-law, brother-in-law, sister-in-law, uncle, aunt, first cousin, niece, or nephew, or any other person living in the Teacher's home.
- b) **Transfer of Current Year Sick Leave.** If at such time during the School Year a Teacher exhausts the three (3) days of family leave, he/she may transfer and use up to fifteen (15) days of the current School Year's unused sick days, subject to the requirements of Article XIV. above as illness in family leave.
- c) **Additional Time for Family Leave.** Consideration for additional illness in family days under extenuating circumstances will be presented to the Board upon the recommendation of the building principal and the Superintendent. If approval is given by the Board the additional leave days will come from the Teacher's accumulated Sick Leave days.
- d) **Proration of Sick Leave.** It is understood that illness in family leave allotments will be prorated to the percentage of time employed each School Year.
- e) **Accumulation of Unused Family Leave Days.** Unused family leave days will accumulate to a maximum of three (3) family leave days. After three (3) family leave days have been accumulated - any additional family leave days earned will be transferred

to accumulated Sick Leave in the same manner as Personal Leave days are rolled over. The total accumulated Sick Leave shall not exceed the maximum accumulation as specified in Article XIV.

Article XVII.

Bereavement Leave

- a) **Leave in the Event of Death of Immediate Family Member.** Teachers may be absent from work with pay not to exceed five (5) school days within the school year for the death of a member of the immediate family. (Father, mother, brother, sister, husband, wife, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, or any other person living in the Teacher's home).

- b) **Leave in the Event of Death of Extended Family Members.**
 - 1. Teachers may be absent from work with pay not to exceed three (3) school days from the date of death of a grandchild, grandparent, grandparent-in-law, brother-in-law, or sister-in-law.
 - 2. Teachers may be absent from work with pay one (1) day for the death of his/her or spouse's uncle, aunt, first cousin, niece, or nephew.
 - 3. Each of the above relationships shall include the relationships of "grand", "great", "step", "foster", and "in-laws".

- c) **Leave in the Event of a Student Death.** In the event a student should die and the funeral is held on a school day, the homeroom Teacher or a Teacher appointed by the building principal shall be granted up to one with pay (1) day to attend the funeral.

- d) **Leave in the Event of a Co-Worker Death.** In the event a co-worker should die and the funeral is held on a school day, Teachers shall be granted up to one (1) day with pay to attend the funeral. The foregoing notwithstanding, the Superintendent shall reserve the right to deny the leave of any Teacher under this Article XVII(d) if, in the Superintendent's opinion, the leave would not be in the best interest of the School Corporation.

- e) **Pay During Leave.** Bereavement leave pay will be consistent with the salary schedule adopted by the Board and in force and effect at the time the bereavement leave is granted.

- f) **Proration.** It is understood that bereavement leave allotments will be prorated to the percentage of time employed.

Article XVIII.

Personal Leave

- a) **Personal Leave.** Each Teacher shall be entitled to at least three (3) days for the transaction of personal business and/or the conduct of personal or civic affairs during each year of such employment (such leave being termed "Personal Leave").
- b) **Authorization Procedure.** A written statement shall be submitted to the building principal and forwarded to the Superintendent setting forth the reason and necessity which shall be the cause of such absence. The building principal must be notified in advance of the intended absence.
- c) **Accumulation of Unused Personal Leave Days.** Unused personal days will accumulate to a maximum of six (6) personal days. After six (6) personal days have been accumulated - any additional personal days earned will accumulate to Sick Leave. The total accumulated Sick Leave shall not exceed the maximum accumulation as specified in Article XIV.
- d) **Pay During Personal Leave.** Personal leave pay will be consistent with the salary schedule adopted by the Board and in force and effect at the time the personal leave is granted.
- e) **Protocols and Additional Leave for Summer School.** Each summer school Teacher shall receive an additional one (1) day for personal leave during his/her summer school employment. Summer school personal leave will be prorated to the length of the summer school workday. The one day of personal leave for summer school Teachers, if unused, will accumulate first as personal leave subject to the maximum of six (6) days or to sick leave subject to the maximum accumulation of two-hundred sixty (260) days. This one day of accumulated personal leave is in addition to the maximum of three (3) days described in under Article XVII.(a) herein.
- f) **Incentive Pay** - A Teacher who takes less than two (2) days of Personal Leave and Sick Leave combined, shall have deposited into his/her VEBA account a leave incentive payment by June 30 following the conclusion of the School Year. This benefit does not apply to a Teacher on any extended leave of absence. The amount of this payment shall be computed as follows:
 - 1. For taking zero personal and sick leave days in a School Year, a payment of \$700.
 - 2. For taking only one personal or one sick leave day in a School Year, a payment of \$600.

- g) **Proration of Incentive Pay.** It is understood that the incentive pay of an employee working less than full time will be prorated according to the employee's percentage of time employed during each school year.

Article XIX.

Pregnancy/Adoption Leave

- a) **Grant of Leave.** The School Employer may, upon written request of a Teacher, grant pregnancy/adoption leave on a case-by-case basis in accordance with the statutes of the State of Indiana and the Family and Medical Leave Act.
- b) **Requirements of Request for Leave.** Such request shall include the anticipated date the Teacher wishes to commence said leave of absence and anticipated date of return.
- c) **Use of Accumulated Sick Leave.** The Teacher may elect to utilize up to twelve (12) weeks of accumulated Sick Leave (including family illness and personal days) for either pregnancy or adoption leave.
- d) **Payment During Leave.** While on Pregnancy/Adoption leave, Sick Leave days will be paid only for the number of assigned duty days the Teacher is absent, limited to the number of sick leave days accumulated by the Teacher at the time the leave commences.
- e) **Additional Leave Requests.** Beyond available paid days off, the Teacher will be allowed to request unpaid medical leave per Article XIV. All health insurance benefits will continue during a Teacher's approved medical leave of absence up to twelve (12) months.

Article XX.

Jury Duty Leave

- a) **Jury Duty Leave.** A Teacher called for jury duty shall, during the required period of absence from assigned duty by the School Employer, be paid full regular salary subject to the conditions herein.
- b) **Per Diem Reimbursement to Corporation.** The Teacher shall pay to the Corporation the total amount of per diem allowance earned by such Teacher for jury duty. Such amounts shall be paid at the Corporation office.
- c) **Mileage Payments.** The mileage portion of the court reimbursement will be retained by the Teacher.

Article XXI.

Court Leave

- a) **Compensation.** The Corporation shall compensate a Teacher employed under regular contract and subpoenaed to testify in court as a witness. Compensation for mileage will be paid to said Teacher from their assigned school.
- b) **Disqualification of Compensation.** The foregoing notwithstanding, no compensation will be provided if:
 - 1. The plaintiff is the Teacher; or
 - 2. The plaintiff is another Teacher in the bargaining unit; or
 - 3. The plaintiff is the South Knox Classroom Teachers Association, the Indiana State Teachers Association, or the National Education Association.
- c) **Calculation of Compensation Amount.** Compensation for school days for which a leave of absence is granted under this Article shall be calculated as the Teacher's contracted daily rate of pay, subject to the Teacher's remittance of any per diem amounts earned by the Teacher for such duty.

Article XXII.

Association Leave

- a) **Leave of Association President.** The Association President and or designee shall be entitled to five (5) days for Association business without loss of compensation.
- b) **Procedure for Approval of Leave.** Association leave days must be approved by the SKCTA President or President's designee with at least five (5) days advance notice to the Teacher's building principal, whenever possible.

Article XXIII.

Section 125 - Generation I

- a) **Provision of Plan.** The School Corporation will provide a Generation I Plan under the Internal Revenue Code, Section 125, which will be available to its Teachers.
- b) **Administration Fees and Retention of Administrator.** The administration fees will be paid for by the School Corporation and the Corporation may, as it deems necessary, retain a third party to administer the program.

Article XXIV.

403(b) Regulations

The School Corporation and the SKCTA will collectively address changes to the 403(b) regulations that will keep the School Corporation and employees in compliance with the applicable IRS regulations.

Article XXV. **Grievance Procedure**

- a) **Establishment.** This Grievance Procedure, hereinafter referred to as "Procedure" stipulates the conditions and procedures by which grievances alleged by Teachers shall be processed.
- b) **Purpose.** The purpose of this Procedure is to attempt to resolve grievances at the lowest possible level. This is not intended to require either party to compromise or negotiate a grievance.
- c) **Prohibition on Work Stoppages.** If any such grievances arise, there shall be no stoppage or suspension of work because of such grievances, but such grievances shall be submitted to the following Procedure.
- d) **Definitions.** As used in this Procedure the following terms are defined as follows:
 - 1. "Grievance" means, and shall be limited to, an alleged violation of an express Article or Section of this Agreement, except where such Article or Section is exempt from this Procedure;
 - 2. "Board" means the Board of School Trustees of the South Knox School Corporation, and any person(s) authorized to act for said body in dealing with its school employees;
 - 3. "Superintendent" means the chief administrative officer of this School Corporation, and any person(s) designated by him/her to act in his/her behalf in dealing with school employees;
 - 4. "Grievant" means the certificated school employee who is directly affected by the alleged violation and is making the claim;
 - 5. "Day(s)" means school day(s) except during the summer recess during which recess "day(s)" means weekdays (Monday through Friday).
- e) **Structure.**

1. Nothing contained herein shall be construed to prevent any Teacher from presenting a Grievance and having the Grievance adjusted if the adjustment is not inconsistent with the terms of this Agreement.
2. Teachers shall retain the right to informally discuss matters of concern with the administration without the necessity of resorting to use of the formal procedure.
3. No party may introduce into evidence after the Grievance has been filed at the Formal Level One step any information of which the party had prior knowledge. A party seeking to introduce new evidence after Formal Level One must show that the evidence was not available earlier.
4. The Grievant may be represented by any person(s) of his/her choosing at all formal levels of the Procedure, limited however to a total of three (3) representatives, which may include, but not necessarily be limited to, the local representative or the UniServ Director. An attorney representing the Grievant shall not count towards the limitation set forth in this Article XXV(e)(4).

f) Informal Grievance Procedures.

1. Within seven (7) days of the time the Grievant first knew or should have known of the act or condition upon which it is based, the Grievant must present the Grievance to his/her principal or his/her designee by meeting with him/her individually in an informal manner during non-duty hours.
2. Within seven (7) days after presentation of the Grievance, the principal or his/her designee shall give his/her answer orally to the Grievant.

g) Formal Grievance Procedures.

1. Level One

- i. Within five (5) days of the oral answer, or within twelve (12) days after presentation of the Grievance at the Informal Level if no oral answer has been rendered, if the Grievance is not resolved, it must be filed by the Grievant with the principal or his/her designee, in writing, signed by the Grievant, on the appropriate Grievance form.
- ii. The written grievance shall:
 1. Name the Teacher involved;
 2. State the facts giving rise to the grievance;

3. Identify by specific reference all express Articles or Sections of this Contract alleged to be violated;
 4. State the contention of the Grievant with respect to the provision(s) of said Articles or Sections; and
 5. Indicate the specific relief requested.
- iii. Within seven (7) days after receiving the written grievance, the principal or his/her designee shall meet with the Grievant, if requested to do so, and shall communicate his/her answer, in writing, not more than five (5) days following this meeting to the grievant.

2. Level Two

- i. In the event that the Grievance is not resolved at Level One, or if no written decision has been rendered within the time limit provided, the Grievant may appeal the decision to Level Two provided said appeal is filed with the Superintendent within ten (10) days of receipt of the written answer at Level One.
 1. The appeal shall include a copy of all materials and evidence previously submitted and a copy, at the same time, shall be given to the principal or designee involved.
- ii. The Grievant shall submit the written claim, signed by him/her, to the Superintendent.
- iii. Within ten (10) days from the receipt of the Grievance the Superintendent shall meet with the Grievant, if requested to do so, and shall render a written decision to the Grievant as to the resolution of the grievance.
- iv. The Superintendent may hold a formal hearing(s) prior to the rendering of the written decision, and an additional fourteen (14) days beyond the ten (10) days shall be allowed if the Superintendent informs the Grievant, in writing, that further investigation is necessary.

3. Level Three

- i. In the event the grievance is not resolved at Level Two, or if no written decision has been rendered within the time limit provided, the Grievant may appeal the decision to Level Three provided said appeal is filed with

the Superintendent within seven (7) days of receipt of the written answer at Level Two.

- ii. Within thirty (30) days from receipt of the grievance, the Board shall meet with the grievant, if requested to do so, and shall render its decision at a regular or special meeting of the Board. Such decision shall be communicated to the grievant, in writing, within five (5) days of the special meeting with the Board.

h) Time Limitations and Agreements to Extend.

1. The number of days indicated at each level should be considered as maximum.
2. Notwithstanding the foregoing, the time limits specified may be extended in writing by mutual agreement of the Grievant and Superintendent.

i) Miscellaneous Provisions Applicable to the Procedure.

1. Decisions rendered at Formal Level One, Level Two, and Level Three, of this Procedure shall be in writing.
2. All documents, communications and records dealing with the processing of a Grievance shall be filed separate from the personnel files of the Grievant.
3. Any hearing at the Informal Level and at Formal Level One, Level Two, or Level Three, shall be held during non-duty hours unless otherwise directed by the Superintendent.
4. No Teacher shall use this Procedure to appeal any decision by the Board or administration for which there is another remedial procedure or forum established by law or by regulation having the force of law.
5. No Teacher shall use this Procedure to appeal any decision by the Board or administration if such decision is applicable to a State or Federal Regulatory Commission or Agency.
6. Teachers shall follow all written and oral directives of the Board and administration, even if such directives are allegedly in conflict with this Contract. Compliance with such directives will not in any way prejudice the Teacher's right to file a grievance within the time limits herein, nor shall compliance affect the ultimate resolution of the grievance.

7. This Procedure supersedes and cancels all previous grievance policies or procedures, verbal or written or based on alleged past practices or procedures, and constitutes the entire procedure for the processing of grievances.

Article XXVI.

General Provisions

- a) **Term.** This Contract will be effective July 1, 2021 and shall continue to June 30, 2023.
- b) **Revision/Reopener.**
1. **Revision.** This contract may be revised and amended as required by Indiana statute.
 2. **Limited Reopener.** In the second year of the Term, and in the event that the Corporation receives additional new Tuition State Funding (as determined by the IDOE worksheet using average daily membership (ADM) for the 2022-23 School Year on the first day that enrollment is certified) in excess of the Tuition State Funding received by the Corporation for the 2021-22 School Year, then the Salary Schedule shall be reopened at the request of the Association. No other provisions of this Agreement shall be subject to reopening.
- c) **Severability Clause.** Should any Article, Section, or Clause of this Agreement be declared illegal by an Act of the Indiana General Assembly or by a court of competent jurisdiction, said Article, Section, or Clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law; but the remaining Articles, Sections, or Clauses shall remain in full force for the duration of the Agreement if not affected by the deleted Article, Section, or Clause.
- d) **Entire Agreement Clause.** This Agreement supersedes and cancels all previous agreements, verbal or written or based upon alleged past practices, between the School Employer and the Exclusive Representative and constitutes the entire agreement between the parties.
- e) **Waiver Clause.** All bargainable issues have been discussed during the negotiations leading to this Agreement and no additional bargaining on said issues will be conducted on any items, whether contained herein or not, during the life of this Agreement.
- f) **Attestation.** The undersigned attest to the following:

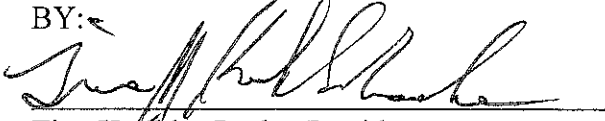
1. A public hearing was held in compliance with Ind. Code §20-29-6-1(b) on August 10, 2021 and electronic participation from the parties and/or public was not permitted; and
2. A public meeting in compliance with Ind. Code §20-29-6-19 was held on September 22, 2021 at 6:00 p.m. in the Corporation's main office to discuss the tentative agreement and electronic participation from the governing body and/or public was not permitted.


Ratification and Signatures


This Agreement was ratified by South Knox Classroom Teachers Association on Oct. 4, 2021.

SOUTH KNOX CLASSROOM TEACHERS ASSOCIATION

BY:

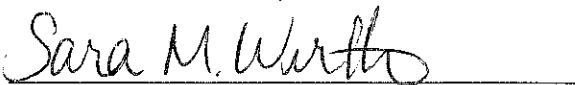

Tina Kunkler-Laake, President


Gregory B. Laake, Bargaining Team Member


Matthew Lemon, Bargaining Team Member


Jenna Branch, Bargaining Team Member

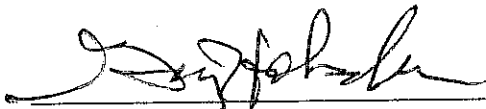

Beatrice Evans, Bargaining Team Member

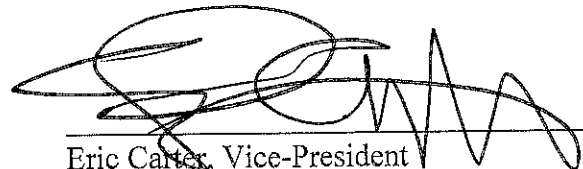

Sara Wirth, Bargaining Team Member

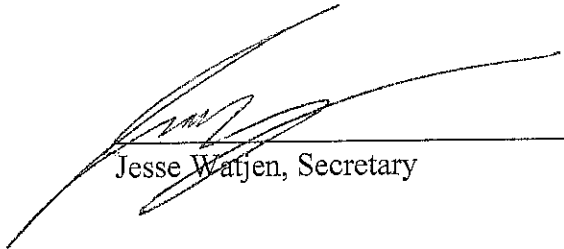
This Agreement was ratified by South Knox School Corporation on October 12, 2021.

SOUTH KNOX SCHOOL CORPORATION BOARD OF SCHOOL TRUSTEES

BY:

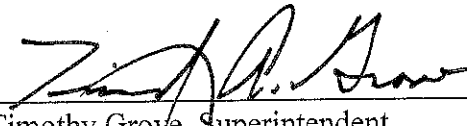

Gary Holscher, President


Eric Carter, Vice-President


Jesse Watjen, Secretary


Michael Edwards, Member


Alicia Houchin, Member


Timothy Grove, Superintendent

APPENDIX A-1

South Knox School Corporation 2021-22 Salary Schedule

Based Upon 181.5 Days (FOR INFORMATIONAL PURPOSES ONLY)

<u>Step</u>	<u>Bachelor's Degree</u>	<u>Master's Degree</u>
0	\$38,000	\$40,300
1	\$39,200	\$41,500
2	\$40,400	\$42,700
3	\$41,600	\$43,900
4	\$42,800	\$45,100
5	\$44,000	\$46,300
6	\$45,200	\$47,500
7	\$46,400	\$48,700
8	\$47,600	\$49,900
9	\$48,800	\$51,100
10	\$50,000	\$52,300
11	\$51,200	\$53,500
12	\$52,400	\$54,700
13	-	\$55,900
14	-	\$57,100
15	-	\$58,300
16	-	\$59,500
17	-	\$60,700
18	-	\$61,900
19	-	\$63,100
20		\$64,300
21	-	\$65,500

The effective date of this salary schedule covers services for the 2021-22 School Year which is to begin under an individual Teacher's contract effective on or after July 1, 2021. This schedule does not cover services provided during the summer prior to the effective date of this Agreement.

APPENDIX A-2

South Knox School Corporation 2022-23 Salary Schedule

Based Upon 181.5 Days (FOR INFORMATIONAL PURPOSES ONLY)

<u>Step</u>	<u>Bachelor's Degree</u>	<u>Master's Degree</u>
0	\$41,000	\$43,300
1	\$42,200	\$44,500
2	\$43,400	\$45,700
3	\$44,600	\$46,900
4	\$45,800	\$48,100
5	\$47,000	\$49,300
6	\$48,200	\$50,500
7	\$49,400	\$51,700
8	\$50,600	\$52,900
9	\$51,800	\$54,100
10	\$53,000	\$55,300
11	\$54,200	\$56,500
12	\$55,400	\$57,700
13	-	\$58,900
14	-	\$60,100
15	-	\$61,300
16	-	\$62,500
17	-	\$63,700
18	-	\$64,900
19	-	\$66,100
20	-	\$67,300
21	-	\$68,500

The effective date of this salary schedule covers services for the 2022-23 School Year which is to begin under an individual Teacher's contract effective on or after July 1, 2022. This schedule does not cover services provided during the summer prior to the effective date of this Agreement.

APPENDIX B

Additional Pay for Extra Duties and Responsibilities

Teachers assigned co-curricular or additional duties may be paid in addition to their base salary amount for designated additional services. Teachers assigned to the co-curricular and additional duties, as determined by the Board and provided herein, shall be paid in addition to their base salary the amount(s) stipulated herein. The stipend includes pay for services rendered before school starts, during vacation periods, and after school closes according to the assignment of the Board. Where a specific number is referenced for positions, it is done so for informational purposes only.

A Teacher's appointment to a co-curricular or additional duty assignment(s) shall be on a year-to-year basis at the sole discretion of the Board.

The amount of the stipend for the varsity basketball coach assignment may be subject to a fifteen percent (15%) fluctuation, at the sole discretion of the School Employer, if a change in the assigned Teacher occurs.

If the same person coaches two athletic teams concurrently they will receive both stipends, but only 75% of the lower stipend.

A Teacher will be compensated \$250 per semester for each college level/dual credit or Advanced Placement course they teach at South Knox High School for ancillary duties related to the instruction of the class (discussed, not bargained). Compensation to the Teacher will be made following the conclusion of the teaching of the dual credit semester – in either January or June. A lump sum amount of \$250 per semester will also be paid to the coordinator of the college level/dual credit coursework.

The salary for any positions added after the ratification and approval of the Agreement shall be determined by the Board of School Trustees of the South Knox School Corporation.

Assignment

Academic Leadership/Supervision	
Kindergarten Grade Level Chairperson	\$800.00
First Grade Level Chairperson	\$800.00
Second Grade Level Chairperson	\$800.00
Third Grade Level Chairperson	\$800.00
Fourth Grade Level Chairperson	\$800.00

Fifth Grade Level Chairperson	\$800.00
Sixth Grade Level Chairperson	\$800.00
Academic Leadership/Supervision (Cont'd)	
Elementary Special Education Chairperson	\$800.00
SKM/HS English/Language Arts Chairperson	\$800.00
SKM/HS Fine Arts/Vocational Chairperson	\$800.00
SKM/HS Learning Center Director	\$800.00
SKM/HS Mathematics Chairperson	\$800.00
SKM/HS Science Chairperson	\$800.00
SKM/HS Social Studies Chairperson	\$800.00
Dyslexia-trained reading specialist	\$1,200.00
Website Administrator	\$2,238.00
School Improvement Committee Co-Chair SKE	\$1,250.00
School Improvement Committee Co-Chair SKE	\$1,250.00
School Improvement Committee Co-Chair SKM/HS	\$1,250.00
School Improvement Committee Co-Chair SKM/HS	\$1,250.00
College/Dual/AP Teacher (per class)(per semester)	\$250.00
College/Dual/AP Coordinator (per semester)	\$250.00
Yearbook Sponsor	\$1,727.00
HS Newspaper Sponsor	\$1,727.00
Academic Scholars Coach	\$1,250.00
MS/HS Academic Competition Coordinator	\$425.00
Elementary Spell Bowl Coach	\$800.00
Elementary Math Bowl Coach	\$800.00
English Language Learner Teacher of Record	\$1,200.00

Class/Club Sponsors	
Senior Co-Chairperson	\$800.00
Senior Co-Chairperson	\$800.00
Junior Co-Chairperson	\$1,800.00
Junior Co-Chairperson	\$1,800.00
Art Club SKM/HS	\$800.00
Art Club SKE	\$800.00
FFA	\$2,000.00
FCCLA	\$800.00
Foreign Language	\$800.00
National Honor Society - SKHS	\$1,500.00
Jr. National Honor Society - SKMS	\$800.00
Student Council - SKHS	\$1,500.00
Student Council - SKMS	\$800.00
Business Professionals of America	\$800.00

Music Program Directors	
Music Instructor SKM/HS Choral	\$1,600.00
Music Instructor SKM/HS Band	\$1,600.00
Music Instructor SKE Choral	\$1,600.00
HS Musical (every other year)	\$1,350.00
HS Drama (every other year)	\$1,350.00
Elementary Music Programs	\$1,350.00
Spartanettes	\$1,975.00
SKMS Dance Team	\$975.00
Marching Band Director	\$1,350.00

Athletics Supervision	
Weight Room Supervisor	\$1,852.00
Open Gym (hourly rate)	\$15.25

Basketball Coaching	
Boys' Varsity	\$8,700.00
Girls' Varsity	\$8,700.00
Boys' Junior Varsity	\$5,280.00
Girls' Junior Varsity	\$5,280.00
Boys' Varsity Assistant	\$2,675.00
Girls' Varsity Assistant	\$2,675.00
Boys' Freshman	\$3,985.00
Girls' Freshman	\$3,985.00
Boys' Eighth Grade	\$2,525.00
Girls' Eighth Grade	\$2,525.00
Boys' Seventh Grade	\$2,525.00
Girls' Seventh Grade	\$2,525.00
Boys' Middle School Assistant	\$1,560.00
Girls' Middle School Assistant	\$1,560.00
Boys' Sixth Grade	\$1,950.00
Girls' Sixth Grade	\$1,950.00
Boys' Fifth Grade	\$1,950.00
Girls' Fifth Grade	\$1,950.00
Boys' Elementary Assistant	\$1,560.00
Girls' Elementary Assistant	\$1,560.00

Baseball Coaching	
Varsity	\$3,350.00
Assistant	\$2,000.00
Assistant	\$2,000.00

Softball Coaching	
Varsity	\$3,350.00
Assistant	\$2,000.00
Assistant	\$2,000.00

Cross Country Coaching	
Boys' Varsity	\$3,350.00
Girls' Varsity	\$3,350.00
Boys' Middle School	\$1,500.00
Girls' Middle School	\$1,500.00

Golf Coaching	
Boys' Varsity	\$2,413.00
Girls' Varsity	\$2,413.00
Middle School	\$1,100.00

Soccer Coaching	
Boys' Varsity	\$3,350.00
Girls' Varsity	\$3,350.00
Boys' Varsity Assistant	\$2,000.00
Girls' Varsity Assistant	\$2,000.00
Boys' Middle School	\$1,500.00
Girls Middle School	\$1,500.00
Boys' Middle School Assistant	\$1,000.00
Girls' Middle School Assistant	\$1,000.00

Track Coaching	
Boys' Varsity	\$3,350.00
Girls' Varsity	\$3,350.00
Boys' Varsity Assistant	\$2,000.00
Girls' Varsity Assistant	\$2,000.00
Boys' Eighth Grade	\$1,500.00
Girls' Eighth Grade	\$1,500.00
Boys' Seventh Grade	\$1,500.00
Girls' Seventh Grade	\$1,500.00

Volleyball Coaching	
Varsity	\$3,350.00
Junior Varsity	\$2,000.00
Eighth Grade	\$1,500.00
Seventh Grade	\$1,500.00
Sixth Grade	\$900.00

Cheerleading Coaching	
High School	\$2,500.00
Middle School	\$2,100.00
Sixth Grade	\$750.00
Fifth Grade	\$750.00

Tennis Coaching	
Boys' Varsity	\$3,350.00
Girls' Varsity	\$3,350.00

APPENDIX C
OFFICIAL GRIEVANCE REPORT FORM
SOUTH KNOX SCHOOL CORPORATION

Grievance No. _____
(Office Use Only)

A. _____
Grievant's Name

B. _____
Date Grievance Filed

C. _____
Grievant's Street Address

D. _____
City, State, and Zip

E. _____
Phone Number

F. _____
School or Building

G. _____
Assignment

H. Express Article(s) or Section(s) of the Written Contract Alleged to be Violated:

I. Date Grievant First Knew or Should Have Known of the Act or Condition Upon Which the Grievance is Based

J. Statement of Facts Giving Rise to the Grievance (Give Dates and Attach Extra Sheets if Necessary)

K. Contention of Grievant and Evidence (Attach Exhibits)

L. Specific Relief Requested

Grievant's Signature

Representative's Signature (if any)

APPENDIX D

Buy-Out of Prior Agreement's Retirement Benefits

- A. Elimination of Prior Agreement's SEPARATION PAY PROFESSIONAL and RETIREMENT-MEDICAL INSURANCE COVERAGE
 - a. The School Corporation and the Association specifically reserved the authority to revise or terminate the benefits contained in earlier agreements. Exercising this authority, the School Corporation and the Association now confirm that Articles VIII – SEPARATION PAY PROFESSIONAL and IX – RETIREMENT-MEDICAL INSURANCE COVERAGE described in same of the prior agreement is terminated and shall not apply to any Teacher having retired after the 1st day of July 2004. Those Teachers who retired or severed employment before the effective date shall only be entitled to the retirement benefits contained in the prior agreement as of the time of his or her retirement.
- B. Entitlement to Retirement Benefits and Vesting Requirements
 - a. Upon retirement from the School Corporation, a Teacher shall be fully vested in the SEPARATION PAY benefits described in this Appendix if the retiring Teacher has satisfied the following requirements:
 - i. A Teacher must have completed not less than ten (10) full years of service as a certificated Teacher with the School Corporation.
 - b. A Teacher shall be fully vested in the RETIREMENT-MEDICAL INSURANCE COVERAGE benefits described in this Appendix if the retiring Teacher has satisfied the following requirements:
 - i. A Teacher must be at least fifty (50) years old and must have completed not less than ten (10) full years of service as a certificated Teacher with the School Corporation.
- C. Actuarial Determination of the Value of the Current Retirement Benefit
 - a. The Educational Services Corporation was selected to determine the buy-out present value of the unfunded retirement benefits described in the prior agreement. In making this present value determination, Educational Services Corporation shall use the following assumptions:

- i. The assumed interest rate for the purpose of determining the present value is four percent (4%) for the first two (2) years and seven and one-quarter percent (7.25%) thereafter. However, for post-retirement cash-flow purposes, a four percent (4%) interest rate shall be assumed.
- ii. It is assumed that an employee will terminate employment at the end of the school year in which the employee attains age fifty-nine (59) or at the end of the current year if the individual is already fifty-nine (59), or older.
- iii. The assumed amount of the SEPARATION PAY benefit and RETIREE HEALTH INSURANCE benefit shall be determined using the amount of annual benefit described in Article VIII and Article IX of the prior agreement. However it is also assumed that an employee will not retire until the later of: (a) the attainment of age fifty-nine (59) or (b) satisfaction of the eligibility requirements for TRF purposes.
- iv. Using the method of calculation described in Article VIII and Article IX of the prior agreement, the SEPARATION PAY PROFESSIONAL and RETIREMENT-MEDICALINSURANCE COVERAGE for each employee will be determined subject to the following adjustments:
 1. The present value of the future SEPARATION PAY benefits and payments will be reduced by the Social Security and Medicare taxes (FICA) that would have been payable if the SEPARATION PAY benefits had been paid directly to the employee.
 2. Employees hired after June 30, 2004 shall not be entitled to any payment for the eliminated separation and retirement health insurance benefit. In other words, no contribution shall be made for individuals hired or rehired on or after June 30, 2004. Additionally, Teachers with less than three (3) years of teaching experience with the School Corporation as of June 30, 2004 shall not be entitled to any payment for the eliminated retirement severance benefits contained in the prior agreement. In other words, no contribution shall be made for Teachers with less than three (3) years of teaching.
 3. The Uninsured Pensioners 1994 Mortality Table shall be used to discount for mortality for the pre-vesting period. No mortality is assumed post-vesting.
 4. A turnover rate of two and four tenths percent (2.4%) shall be used to discount for turnover.
 5. Sick Leave accumulation shall be calculated as of February 29, 2004. Seven (7) days will be added to each Teacher's account annually from June 30, 2004 until the projected retirement age for the purpose of projecting the present value of the separation pay benefit.
 6. The School Corporation's payment toward retiree group health insurance will equal \$5,300 for single and \$9,900 for family.

Payments will be assumed to terminate when the individual would otherwise be eligible for Medicare.

7. The present value of the separation pay benefits and retirement health benefits under the prior agreement shall be calculated, effective as of the last day of June 2004.
8. To confirm the accuracy of the underlying information to be used in the present value calculations, each Teacher shall be provided his or her basic data that will be used in the calculations, including, but not limited to, the following information: base salary, age, years of service and accumulated sick leave. The Education Services Corporation shall assist in the preparation of this verification sheet for each Teacher. However, the School Corporation will have the responsibility to forward the verification sheets to the respective Teachers. Any corrections must be returned to the School Corporation within ten (10) days of receipt as final calculations will be prepared and the contributions hereinafter described will be commenced after such date. Corrections not returned to the School Corporation until after the ten (10) days shall be disregarded.

D. Buy-Out Contributions

a. 401 (a) Plan

- i. The School Corporation shall establish a qualified plan as described in section 401(a) of the Code. The total sum of the amount calculated by Educational Services Corporation as the present value for the years of service and sick leave benefit shall be contributed by the School Corporation to the 401(a) plan. Such amounts shall be deposited within fifteen (15) days of receipt of the bond monies by the Corporation. The single investment vendor for the 401(a) plan shall be Mid-America. The plan's terms and conditions for the administration of the 401(a) plan shall be as follows:
 1. The amount calculated for each employee will be invested in a separate account. There will be no co-mingling of accounts and each employee shall determine how his or her account shall be invested among the investment options made available by the investment vendor for the 401(a) Plan.
 2. Until such time that an employee has retired and has satisfied the eligibility requirements set forth in subsection B of this Appendix, the employee shall have no access to the assets held in his or her separate 401(a) plan account.
 3. If an employee retires or otherwise terminates employment before the satisfaction of the requirements set forth in subsection B of this Appendix, the terminated employee's 401(a) plan account shall be forfeited.

4. Following retirement and the satisfaction of the requirements set forth in subsection in this Appendix, a retired employee may elect to commence distributions from his or her 401(a) plan account. If an employee dies after having satisfied the requirements of subsection B of this Appendix, the deceased employee's 401(a) plan account shall be distributable to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made. At no time may a participant borrow from his/her 401(a) plan account.
5. The School Corporation shall not be paid any compensation for its services performed on behalf of the 401(a) plan. All costs incurred in the administration of the 401(a) plan and investment fees shall be paid from the 401(a) plan assets.

b. VEBA

- i. The School Corporation shall contribute to a voluntary employees' beneficiary association (VEBA) as described in section 501(c) (9) of the Code, that amount representing the health care portion of the Retirement Benefit as calculated for all employees under subsection C above. Such amount shall be deposited within fifteen (15) days of the Corporation's receipt of the bond monies. Mid-America shall be the organization administering the VEBA and shall be the single investment vendor for the VEBA. The terms and conditions for the administration and operations of the VEBA shall be as follows:
 1. The amount calculated for each employee will be invested in a separate account. There will be no co-mingling of accounts and each employee shall determine how his or her account shall be invested among the investment options made available by the vendor for the VEBA.
 2. Until such time that an employee has retired and satisfied the eligibility requirements set forth in subsection of this Appendix, the employee shall have no access to the assets held in his or her separate VEBA account.
 3. If an employee retires or otherwise terminates employment before the satisfaction of the requirements set forth in subsection of this Appendix, the terminated employee's VEBA account shall be forfeited.
 4. Following retirement and the satisfaction of the requirements set forth in subsection B of this Appendix, a retired employee may use the amounts held in his/her separate VEBA account to pay all amounts permitted by the IRS and VEBA carrier. Furthermore, following the death of an employee who had otherwise satisfied the requirements of subsection B of this Appendix, any amounts remaining in the deceased employee's VEBA account may

continue to be used to pay these premiums and expenses of the employee's spouse and dependents.

5. The School Corporation shall not be paid any compensation for its services performed on behalf of the VEBA. All costs incurred in the administration of the VEBA and investment fees shall be paid from the VEBA assets.

c. Reallocation of Forfeited Buy-Out Contribution in 401(a) Plan and VEBA

- i. The forfeited amounts of the original buy-out contribution shall be reallocated at the end of each plan year to the 401(a) plan and VEBA accounts of the employees who received buy-out contributions. The reallocation of the forfeited money shall be performed in a manner similar to that used by Educational Services Company or its successor as chosen by the SKSC and SKCTA. The 401(a) accounts or VEBA accounts of the following employees will not share in the reallocation of forfeiture of a 401(a) or a VEBA account:

1. Employees who forfeited their accounts in the same year;
2. Employees who previously forfeited their accounts; and
3. Employees who have obtained the age of fifty-nine (59) and terminated employment in or before the year of the reallocated forfeiture.

- d. No employee shall have a cause of action or claim against the School Corporation as to the manner in which the forfeited money is reallocated among the accounts.

E. Future Adjustments

- a. The parties agree that this Appendix or any other provision of this Agreement does not constitute an expectation of receiving the enumerated retirement benefits by any current employee, future employee, prospective employee, or applicant beyond the expiration of this Agreement. Therefore, except as otherwise limited by applicable law, it is understood that the Board and Association may in the future bargain modifications of any kind to this Agreement, provided, however, that the future revision of this Appendix shall not affect the retirement benefits which have already vested in any employee's 401(a) or VEBA accounts.