

2023-2025

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

AND

**THE NORTH KNOX CLASSROOM TEACHERS'
ASSOCIATION**

This contract to be effective as of July 1, 2023 by and between the Board of School Trustees of the North Knox School Corporation, hereinafter called the "School Employer" and/or "Board" and the North Knox Classroom Teachers Association, hereinafter called the "Exclusive Representative" and/or "Association."

**AGREEMENT BETWEEN NORTH KNOX SCHOOL CORPORATION
AND THE
NORTH KNOX CLASSROOM TEACHERS ASSOCIATION**

THIS AGREEMENT is made and entered into this 9th day of October, 2023, by and between the **BOARD OF SCHOOL TRUSTEES OF NORTH KNOX SCHOOL CORPORATION** of Knox County, Indiana, hereinafter called the "school employer" and the **NORTH KNOX CLASSROOM TEACHERS ASSOCIATION**, hereinafter called the "exclusive representative."

WITNESSETH:

I. RECOGNITION

The exclusive representative is hereby recognized by the school employer as the bargaining agent for the North Knox Classroom Teachers Association pursuant to Indiana Law (I.C. 20-29 ARTICLE 29. COLLECTIVE BARGAINING FOR TEACHERS) providing for bargaining collectively. The school employer recognizes that the bargaining unit consists of all full-time certificated employees, as defined in I.C. 20-29-2 of North Knox School Corporation except for the following who are excluded:

Superintendent, central office administrative personnel, curriculum director, principals, assistant principals, guidance director, school nurse- attendance officer, head football coach, head boys' basketball coach, head girls' basketball coach, high school athletic director, and junior high school athletic director and dean of students.

II. COMPENSATION PLAN

The parties to this Collective Bargaining Agreement (CBA) are North Knox School Corporation and the North Knox Classroom Teachers Association. The term of this CBA is from July 1, 2023 through June 30, 2025.

Salary Range for 2023-2024

At the beginning of the 2023-2024 school year, the salary range of returning full-time teachers is between \$40,000 and \$74,418.00.

The salary range for teachers newly hired at the beginning of 2023-2024 school year is \$44,000.00 to \$74,418.00. The Superintendent has the discretion to set a new hire salary within this range.

Salary Increase for 2023-2024

Under the Compensation Plan for the 2023-2024 school year and pursuant to I.C. § 20-28-9-1.5(d)(2), returning full-time teachers earning the previous minimum salary of \$40,000.00 shall be eligible for a teacher retention catch-up salary increase to adjust for the increased starting base for newly hired teachers. To that end, returning full time teachers currently earning \$40,000.00 who meet the eligibility requirements and satisfy the experience factor shall receive a one-time increase to their base salary as follows:

Teachers with at least 1 year of experience:	\$4,000
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All returning full-time teachers earning above the minimum salary who meet the eligibility requirements and satisfy both factors for a salary increase shall receive a one-time increase to their base salary in the amount of \$4,000.00.

After the increase is awarded, the salary range of full-time teachers will be between \$44,000 and \$78,418.00 for the 2023-2024 school year.

Salary Increase for 2024-2025

Under the Compensation Plan for the 2024-2025 school year, all returning full-time teachers who meet the eligibility requirements and satisfy both factors for a salary increase shall receive a one-time increase to their base salary in the amount of \$2,000.00.

After the increase is awarded, the salary range of full-time teachers will be between \$46,000.00 and \$80,418.00 for the 2024-2025 school year.

General Eligibility

(a) Teachers rated ineffective or improvement necessary in the prior school year are not eligible for a salary increase and remain at their prior year salary. However, teachers in their first two full years of instructing students are exempt from the evaluation rating requirement and are eligible for a salary increase regardless of their evaluation rating in the prior school year pursuant to I.C. §20-28-9-1.5(f).

(b) Factors for salary increase:

1. Evaluation Factor – the teacher received an evaluation rating of highly effective or effective at the North Knox School Corporation for the prior school year. (50% of increase)
2. Experience Factor – the teacher was employed in the North Knox School Corporation for at least one hundred twenty (120) days in the prior school year. (50% of increase)

Redistribution Plan

Any funds otherwise allocated for teachers rated ineffective or improvement necessary will be equally distributed to all teachers rated effective or highly effective. The redistribution will be paid as a stipend after all salary increases have been awarded for the current contract period.

Minimum Salary

In compliance with Ind. Code §20-28-9-26, beginning with the 2023-2024 School Year, no full-time classroom teacher shall earn less than \$44,000.00.

Health Insurance Reopener

If, during the term of this Agreement, the health insurance premiums increase, the parties agree that the premium payments made by North Knox School Corporation can be renegotiated.

III. SALARY RELATED FRINGE BENEFITS

A. Hospitalization Insurance

1. The North Knox School Corporation will pay up to one hundred twelve percent (112%) of what the State of Indiana contributes for state employees (premium plus HSA contribution) of the yearly premium on a health policy for all corporation employees. This will include Employee and any dependents to be covered by the health insurance.
2. Health benefits will be provided through the Indiana Public School Trust.
3. The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any employees so requesting, Generation 1 or Generation 2. An amount not to exceed fifty percent (50%) may be set aside by the employee for the selection of benefits, under Section 125 of the Internal Revenue Code, which are nontaxable benefits of major medical, long-term disability, short-term disability, Section 79 life, non-

reimbursed medical, and dependent care. The administrator of the plan will be selected by mutual consent of the board and the Association. Administration fees shall be paid by the employee selecting to participate.

B. Vision Insurance

The Board will pay an amount equal to 100% of the 2011-2012 vision insurance premium. (\$9.10 for single, \$18.57 for employee/spouse, \$14.16 for employee/children, or \$23.66 for family) In the event the premium increases above the 2011-2012 premiums, the Board will pay up to 5% of the premium increase. The teacher shall pay any difference.

C. Dental Insurance

The Board will pay an amount equal to 100% of the 2011-2012 dental insurance premium. (\$31.54 for single, \$64.38 for employee/spouse, \$49.09 for employee/children, or \$82.02 for family) In the event the premium increases above the 2011-2012 premiums, the Board will pay up to 5% of the premium increase. The teacher shall pay any difference.

D. Life Insurance

The school employer agrees to provide group term life insurance in the amount of \$60,000 for each school employee who elects to enroll in the group term life insurance program selected by the school employer; provided that each school employee shall contribute \$1.00 per year for said group term life insurance.

School corporation coverage shall cease for both the health insurance and the life insurance at termination of any employee. Retiring employees will continue their coverage if they qualify as per this agreement. Employees resigning or involuntarily terminated as a result of a Reduction In Force will be covered through the month in which they draw their last regular pay check. Coverage in the group plan may continue beyond the period provided above at the employee's own expense for a period not to exceed three (3) months, subject to the rules of the insurance company.

E. Disability Insurance

The school employer also agrees to provide a long-term disability insurance program, at no cost to the school employee.

F. Insurance Coverage

1. Unless otherwise agreed to by the affected teacher, a resignation effective as the end of the school year shall entitle the teacher to contributions by the Corporation for health, LTD, vision, dental, and life insurance through the month of August.
2. The Corporation shall not make any contributions to or on behalf of a teacher once the teacher starts receiving State retirement benefits.
3. The Corporation shall cease any and all financial contributions for both the health and life insurance of any teacher who has been officially terminated within 30 days of said termination. Should the teacher be rehired by the Corporation, the teacher shall be made whole, according to the Collective Bargaining Agreement, with the assumption that the teacher never left the school corporation.

IV. LEAVES OF ABSENCE

A. Paid Leave

1. All teachers in the corporation shall receive seventeen (17) days of paid leave each year during their employment to be used for personal and/or sick days. However, teachers may not use more than five (5) paid

leave days consecutively without a physician note or approval from the Principal of the School or Superintendent.

2. Except in cases of illness or emergency, notification of the need for taking paid leave shall be made at least two (2) days prior to the taking of such leave.
3. A written statement shall be submitted to the Principal of the School notifying him/her that the teacher is taking paid leave under the terms and conditions set forth in this contract. No reason need be given for taking paid leave days. The Principal will make any necessary arrangement and forward the request to the Superintendent's office for processing.
4. Regarding Paid Leave before or after vacations or holiday breaks: Paid leave shall not be used the day before or the day after a vacation day or holiday break for the sole and exclusive purpose of extending the vacation or holiday break. To determine the appropriateness of such leave, a verbal statement shall be given to the Principal at the time of the request for paid leave explaining the need for leave. If the request is denied by the Principal of the School, the teacher may appeal directly to the Superintendent within five (5) school days, providing the Superintendent with a verbal statement regarding the reason for the paid leave. The Superintendent will approve or deny the request in three (3) school days.
5. Any unused paid leave days will accumulate as sick days, which may be banked for future use.
6. Teachers shall be given a written accounting of accumulated paid leave and paid leave usage from the previous school year by November 1 of each school year.

B. Paid Leave Bank

1. The purpose of the Paid Leave Bank is to relieve teachers from undue financial burdens due to absence from work on a long-term basis due to personal illness, injury or incapacitation sufficiently severe that it renders them unable to perform their duties. The bank procedures can be found in Administrative Guidelines.
2. In the event that a teacher uses all of their paid leave for the year, they may be entitled to use their accumulated banked sick days on account of personal injury or illness upon documentation of a physician, which shall be provided to the Principal of the School.

C. Bereavement Leave

1. Teachers shall be entitled to be absent from work because of death in the immediate family for a period of five (5) consecutive school days without loss of compensation. Immediate family shall be interpreted as including the following: husband, wife, child, stepchild, father, mother, brother or sister.
2. In the case of the death of a father-in-law, mother-in-law, grandparent, grandchild, brother-in-law, sister-in-law, son-in-law or daughter-in-law of the teacher, the teacher shall be entitled to be absent three (3) consecutive school days, one day being the day of the funeral without loss of compensation.
3. In the case of the death of an uncle, aunt, first cousin, niece, nephew or grandparent-in-law of the teacher, the teacher is entitled to be absent two (2) consecutive school days without loss of compensation.
4. Bereavement leave days shall not be charged against the paid leave of a teacher.

D. Family Illness Leave

1. Each teacher shall be entitled to seven (7) days of family illness leave without verification during each year of employment for cases of serious illness, major surgery and/or serious accident involving a member of the immediate family. Immediate family shall be interpreted as including the following: spouse, child, stepchild, grandchild, father, mother, brother, sister, mother-in-law, father-in-law, or other dependents living in the teacher's household.

2. Except in cases of emergency, notification of the need for taking family illness leave shall be made at least two (2) days prior to the taking of such leave to the Superintendent through the building principal.
3. A teacher shall be entitled to two (2) days of paid family illness leave for the birth or adoption of his or her child.

E. Court Duty

When ordered by a court of law, a teacher may serve as a witness or a juror. The school employer agrees to pay the teacher the full amount of their daily pay for days served as a witness or a juror. It is agreed the teachers will submit to the school employer the amount received from the court less the amount allowed for mileage when said amount is received from the court. It is further agreed that failure of the teacher to pay the school employer upon receipt of check from the court will result in an equal amount being withheld from the teacher's paycheck.

F. Association Leave

Members of the association shall be entitled to a pool of six (6) days for the purpose of lobbying at the state legislature during each year of employment. When requesting lobby leave, the teacher's request will include the signature of the/a president of the Association to verify the day as pertaining to lobbying the legislature.

G. Leave of Absence Review and Verification

In instances where there is suspected abuse of any type of leave of absence, employee requests and use of said leave of absence will be subject to review and verification by the building level administrator and the Superintendent.

V. GRIEVANCE PROCEDURE

- A. The purpose of this Grievance Procedure is to settle and resolve, at the lowest possible administrative level, grievances which may arise from time to time with respect to an alleged violation of this agreement.
- B. A certificated school employee having a grievance with respect to an alleged violation of this agreement must use the procedure hereinafter set forth. Except as hereinafter provided, a certificated school employee having a grievance with reference to a matter not concerning this agreement may use the procedure hereinafter set forth or may proceed independently of such procedure. There shall be no stoppage or suspension of work because of any grievance.
- C. The number of days indicated at each level of the procedure hereinafter set forth shall be considered as maximum. The time limit specified may, however, be extended by mutual agreement of the grievant and the school employer.
- D. At all steps of the procedure hereinafter set forth, the grievant may be accompanied or represented by one or two, but not more than two, representative(s) of the exclusive representative.
- E. Any meeting or hearing held at any level of the procedure hereinafter set forth shall be held during non-teaching hours, unless otherwise directed by the school employer.
- F. Procedure

Level One. A certificated school employee with a grievance must first present the grievance to his or her principal and the aggrieved may be accompanied by the NKCTA building representative and/or President of the North Knox Classroom Teachers Association. The principal to whom the grievance is presented may request the Superintendent be present when he/she meets with the aggrieved and NKCTA representative. However, if the aggrieved feels that presentation of the grievance to his or her building principal may constitute a conflict of interest on behalf of the building principal due to the sensitive nature of the grievance, the aggrieved may commence the

grievance process with the Superintendent.

Level Two. If the grievance is not resolved, it must be filed by the grievant with his or her principal in writing, signed by the grievant on the appropriate grievance form. The written grievance shall name the certificated school employee involved, shall state the facts giving rise to the grievance, shall identify by specific reference all articles or sections of the agreement alleged to be violated, shall state the contention of the grievant with respect to the provisions of said articles or sections and shall indicate the specific relief requested.

Such written grievance shall be filed as soon as possible but in no event shall it be filed more than ten (10) school days after the time the grievant first knew or should have known of the act or condition upon which it is based. Once such written grievance is filed with the principal, there shall be no additional evidence, material, allegation or remedy submitted by the grievant at any later level of this procedure.

Within ten (10) school days after the written grievance is filed, the grievant and his or her principal shall meet privately. Within ten (10) school days after such meeting, the principal shall give his or her decision in writing to the grievant.

Level Three. If the grievance is not resolved by the principal, the grievant may appeal the decision to the Superintendent. Such appeal must be filed in writing with the Superintendent within five (5) school days of receipt of the written decision of the principal. The appeal shall include a copy of all materials and evidence previously submitted and a copy of the decision of the principal.

Within ten (10) school days after the written appeal is filed, the grievant and the Superintendent shall meet privately. Within ten (10) school days after such meeting, the Superintendent shall give his decision in writing to the grievant. The Superintendent may hold informal meetings or formal hearings prior to rendering his decision.

Level Four. If the grievance is not resolved by the Superintendent, the grievant may appeal the decision to the Board of School Trustees of North Knox School Corporation. Such appeal must be filed in writing with the Superintendent within five (5) school days of the receipt of the written decision of the Superintendent. The appeal shall include a copy of all materials and evidence previously submitted, a copy of the decision of the principal and a copy of the decision of the Superintendent.

A private meeting shall be held between the grievant and the Board or its designated representative(s), within ten (10) school days after the written appeal is filed or at the next scheduled regular Board meeting, whichever period is longer. Within ten (10) school days after such meeting, the Board shall give its decision in writing to the grievant. The Board, or its designated representative(s), may hold informal meetings or formal hearings prior to rendering its written decision. The decision of the Board shall be final.

- G. The grievance procedure form, Appendix B, a copy of which is attached to and made a part of this agreement, shall be provided by the Association President.
- H. Failure at any level of this procedure to render the decision on a grievance within the specified time limit shall permit the grievance to proceed to the next level, unless said time limit be extended by mutual agreement of the grievant and school employer. However, the grievance must be appealed by the grievant to the next level within the specified time limit for that level or said grievance shall be deemed resolved by the school employer's answer to the previous level and abandoned.
- I. No certificated school employee shall use this procedure to appeal any decisions by the school employer or administration if such decision is applicable to a State or Federal Regulatory Commission or Agency.
- J. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
- K. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant and are not valid basis for evaluations or consideration of awarding any professional advantage to such participant.

- L. Any grievance occurring during the period between the termination date of this agreement and the effective date of a new agreement shall not be processed.
- M. Certificated school employees shall follow all written and verbal directives, even if such directives are allegedly in conflict with this agreement. Compliance with such directives will not in any way prejudice the certificated school employee's right to file a grievance within the time limits herein, nor shall compliance affect the ultimate resolution of the grievance.

VI. RETIREMENT SEVERANCE BENEFIT

An individual who is employed as a bargaining unit member at the time of retirement or severance from employment will be eligible for the following severance benefits provided the teacher has otherwise satisfied the requirements and conditions described below.

A Group Health Insurance

Immediately following severance, the teacher and his/her spouse, if any, shall have the option of remaining in the Corporation's current group health insurance plan if all of the following conditions are met as of the date of severance and thereafter:

1. The teacher was enrolled in the Corporation's group health insurance plan during the school year immediately before severance.
2. 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 each month or, at the teacher's option, on an annual basis prior to the start of each school year. Subject to the terms and conditions set forth in Article VIII, Section D, Clause 2, Paragraph g, payment shall be made to the school corporation's business office.

When a retired teacher first becomes eligible for Medicare, the teacher's eligibility to continue to participate in the 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.) 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

VII. 403 (B) RETIREMENT ANNUITY PLAN

A. Each teacher may elect to make a salary reduction election and make tax deferred contributions to a plan described in section 403(b) of the Internal Revenue Code (the "Code") to the maximum limits allowed by the Code (the "403(b) Plan").

The Corporation shall forward monthly salary reduction money to the appropriate vendor within two (2) business days after receiving the 403(b) Plan Billing for each Plan vendor.

- B. However, in order to receive the school district's 403(b) retirement contribution as described below in Article VIII and VEBA retirement contribution as described below in Article IX, the teacher will be required to contribute a minimum amount of 1.5% of the teacher's base salary for each year that the school corporation maintains its 403(b) contribution.
- C. The school corporation shall maintain a list of approved investment vendors for the salary reduction contributions made to the 403(b) Plan.

VIII. BUY OUT OF PRIOR AGREEMENT'S (2002-2003 CONTRACT) RETIREMENT BENEFITS

A. Elimination of 2002-2003 Agreement's Retirement Bridge and Severance Benefit

The Board and the Association specifically reserved the authority to revise or terminate the benefits contained in earlier agreements. Exercising this authority, the Board and the Association now confirm that Article XII Retirement Benefit described in same of the 2002-2003 agreement is terminated excluding Article XII, Section 89, Paragraph 2, which shall be amended and included as Article XI as follows below, and shall not apply to any teacher having announced his/her retirement after the 15th day of March 2004, except as otherwise specifically provided in this Article. Those teachers who announced their retirement before the effective date and retire before July 1, 2004 shall only be entitled to the retirement benefits contained in the 2002-2003 agreement as of the time of his or her retirement.

B. Entitlement to Retirement Benefits and Vesting Requirements

Upon retirement from the North Knox School Corporation, a teacher shall be fully vested in the retirement benefits described in this Article if the retiring teacher has satisfied the following requirements:

1. In the year (September 1 through August 31) of the teacher's retirement, the retiring teacher must be at least 55 years of age.
2. Immediately prior to retirement, the teacher must have completed not less than fifteen (15) full years of service as a professional educator with the North Knox School Corporation.
3. The Board of School Trustees may waive these requirements if the teacher is forced to retire sooner than planned as a result of an accident, ill health, or other good reason as approved by the Board.

C. Actuarial Determination of Value of the Current Retirement Bridge

The Educational Services Company has been selected to determine the buy-out present value of the unfunded retirement bridge benefits described in the first paragraph of Article XII, Section B.9. of the 2002-2003 agreement. In making this present value determination, Educational Services Company shall use the following assumptions:

1. The assumed interest rate for the purpose of determining the present value is four percent (4%) for the first two (2) years and seven percent (7.0%) thereafter. However, for post-retirement cash flow purposes, a four percent (4%) interest rate shall be used.
2. It is assumed that an employee terminates 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 age fifty-nine (59), or older. If an employee continues employment after the attainment of age fifty-nine (59), the employee does continue to receive all ongoing board contributions to the 401(a) and VEBA.
3. The anticipated amount of the retirement bridge shall be determined using the amount of annual benefit described in the first paragraph of Article XII, Section B.9. of the 2002-2003 agreement. However, it is assumed that individuals do not retire until the later of: (a) the attainment of age fifty-nine (59), or (b) satisfaction of the eligibility requirements for TRF purposes.
4. Using the method of calculation described in Article XII of the 2002-2003 agreement, excluding pay for unused sick leave as stated in Article XII Section B9, Paragraph 2, the Retirement Benefit for each employee will be determined, subject to the following adjustments:
 - a. The present value of the future severance benefits and retirement bridge payments will be reduced by the Social Security and Medicare taxes (FICA) that would have been payable if the severance benefits and retirement bridge had been paid directly to the employee.
 - b. Except as provided in Article VIII.C.4.c, employees hired after the First day of July 2003 shall not be entitled to any payment for the eliminated retirement benefit. In other words, no contribution shall be made for individuals hired or rehired on or after the First day of July 2003.

- c. Teachers whose employment was involuntarily terminated as part of the Reduction in Force in 2003 shall be eligible to receive a VEBA buyout contribution under Section D of this Article VIII if they are reemployed by North Knox School Corporation no later than September 1, 2005. Any VEBA contribution required to be made under the preceding sentence shall be made by the end of the calendar year in which such teacher is reemployed, shall be based on the teacher's years of service, base salary and age as of June 30, 2003 and shall be increased to reflect the accrual of interest at the rate of 4% from January 1, 2004 until the date the contribution is made.
- d. The Uninsured Pensioners 1994 Mortality Table shall be used to discount for mortality.
- e. A turnover rate of one and one half percent (1.5%) shall be used to discount for turnover.
- f. The Board's payment toward group health insurance will equal \$7,000 for single and \$2,000 for spouse. Payments will be deemed to terminate when the individual would otherwise be eligible for Medicare. Amounts forfeited upon termination of employment because of the failure to meet the applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently rehired or re-employed by the school corporation. However, if the Board approves a leave of absence for an employee, such period of leave shall not result in forfeiture, provided the employee shall promptly return to employment following the expiration of the period of leave.
- g. The present value of the severance benefits and Retirement Bridge under the 2002-2003 agreement shall be calculated, effective as of the Last day of June 2003.
- h. To confirm the accuracy of the underlying information to be used in the present value calculations, each teacher shall be provided with his or her basic data that will be used in the calculations, including, but not limited to, the following information as of the Last day of June, 2003: base salary, age, and years of service. The Educational Services Company shall assist in the preparation of this verification sheet for each teacher. However, the Board will have the responsibility to forward the verification sheets to the respective teachers. Any corrections must be returned to the Board on or before March 31, 2004 as final calculations will be prepared and the contributions hereinafter described will be commenced after such date. Corrections not returned to the Board until after March 31, 2004 shall be disregarded.

Using the above assumptions and the other assumptions contained on the buyout spreadsheet, the Educational Services Company shall prepare the present value calculations for each teacher and the contributions described hereinafter will be made.

D. Buy Out Contributions.

- 1. VEBA. The school corporation shall contribute to a voluntary employees' beneficiary association ("VEBA") as described in section 50(c)(9) of the Code, that amount representing the health care portion of the Retirement Benefit and the years of service benefit as calculated for all employees under subsection C above. The school corporation shall contribute funds as determined in Section C to the VEBA within fifteen (15) days of receipt of bond funds under the SEA 199, but in no event later than June 30, 2004.
- 2. Security Benefits 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:
 - (a) The amount calculated for each employee will be invested in a separate account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the vendor for the VEBA.
 - (b) Until such time that an employee has retired and satisfied the eligibility requirements set forth in subsection B of this Article, the employee shall have no access to the assets held in his or her separate VEBA account.
 - (c) If an employee retires or otherwise terminates employment before satisfaction of the requirements set

forth in subsection B of this Article VIII, the terminated employee's VEBA account shall be forfeited. Forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA accounts. This reallocation shall be in a manner similar to that used by Educational Services Company in initially determining the present value, calculations. Therefore, the VEBA accounts of the following employees will not share in the reallocation of a forfeiture of a VEBA account:

- (i) Employees who forfeited their VEBA accounts in the same year;
- (ii) Employees who previously forfeited their VEBA accounts; and
- (iii) Employees who have attained the age of fifty-nine (59) and terminated employment in or before the year of the reallocated forfeiture.

Furthermore, VEBA accounts of employees who have attained the age of fifty-nine (59), but who have not terminated employment may share in the reallocated forfeiture, but on a reduced basis.

- (d) Following retirement and the satisfaction of the requirements set forth in subsection B of this Article, a retired employee may use the amounts held in his/her separate VEBA account to pay all amounts permitted by the IRS and the VEBA carrier including but not limited to, health insurance premiums, term life insurance premiums, and to be reimbursed for unreimbursed medical expenses of the employee, spouse, and dependents. Furthermore, following the death of an employee who had otherwise satisfied the requirements of subsection B of this Article, 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 IRS spouse and dependents. Should any money remain in the account following the death of the employee and his/her IRS dependents, the remainder shall be forfeited and redistributed as per Section C above.
- (e) If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in subsection B of this Article VIII the terminated employee's VEBA plan account shall be forfeited. The forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA accounts. This reallocation shall be consistent with item (c) above.
- (f) 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.
- (g) To the extent permitted by law and if acceptable to the Security Benefits as the organization administering the VEBA, the corporation agrees to send one bill on or before the first day of each calendar year to Security Benefits identifying the health insurance premiums to be paid by each retired teacher and spouse for the year identified on such bill. The school corporation will request Financial Services Corporation either to periodically pay the school corporation the amount necessary to reimburse the school corporation for its periodic payments of health insurance premiums or pay on a periodic basis the provider of the health insurance such health insurance premiums directly, with proof of such payment provided to the school corporation. Payment by Security Benefits under either method shall be deemed to satisfy the requirements set forth under Article VII, Section A, Clause 2 hereof.

IX. RETIREMENT 403(B) ANNUITY PLAN

- A. The school corporation has established a retirement plan under 403(b) as described in section 403(b) of the Code (the "403(b) Plan"). The corporation agrees to contribute up to one half percent (0.5%) of each bargaining unit member's base salary into each individual's separate 403(b) account. The Board shall make such contribution provided that Bargaining Unit Members contribute at least an equal amount into their individual 403(b) accounts as called for in Article VI. The Board shall make monthly contributions throughout the school year based on the 403(b) plan contributions of each Bargaining Unit Member for that month, and will complete its contributions on or before August 1 of each succeeding year. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the 403(b) plan.
- B. Each bargaining unit member is considered vested in these individual 403 (b) Plan accounts upon the completion of five (5) years of service in the corporation.

- C. Amounts that have not vested under Section B of this Article VIII at the time the Bargaining Unit Member terminates employment shall be forfeited and used to reduce future corporation contributions.

X. RETIREMENT SAVINGS VEBA PLAN

- A. As noted in Article VII, the school corporation has established a voluntary employees' beneficiary association ("VEBA") as described in section 501(c) (9) of the Code.
- B. In addition to any contributions made by the corporation under Article IX, A, the corporation agrees to contribute up to one percent (1.00%) of each bargaining unit member's base salary into each individual's separate VEBA account. The Board shall make such contribution provided that Bargaining Unit Members contribute at least an equal amount into their individual 403(b) accounts as called for in Article VII. The Board shall make monthly contributions throughout the school year based on the 403(b) plan contributions of each Bargaining Unit Member for that month, and will complete its contributions on or before August 1 of each succeeding year. There will be no commingling of accounts and each employee may 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 plan shall be mutually agreed upon by the NKCTA and NKSC.
- C. Each bargaining unit member is considered vested in these individual VEBA accounts upon the completion of five (5) years of service in the corporation.
- D. Amounts that have not vested under Section C of this Article at the time the Bargaining Unit Member terminates employment shall be forfeited and used to reduce future corporation contributions.

XI. PAY FOR UNUSED SICK LEAVE

The benefit for unused sick leave is only available to retiring teachers from the North Knox School Corporation who meets the following vesting requirements: in the year of the teacher's retirement, the retiring teacher must be at least fifty-five (55) years of age and, prior to retirement, must have completed not less than fifteen (15) full years of service as a professional educator with the North Knox School Corporation.

The benefit paid for the accumulated sick leave will be capped at two hundred sixty (260) days for teachers whose sick leave days are bought out. Teachers hired after September 20, 2012 excluding those teachers who were subject to the Reduction in Force in May 2003, will, at retirement, be paid for a maximum of one hundred (100) sick leave days. The rate paid per sick day will be seventy-five dollars (\$75.00) per day.

The benefit paid under this article shall be paid into a post-severance 403(b) Plan on behalf of the individual within thirty (30) days of the retirement date consistent with applicable law and any requirements imposed by the vendor of the 403(b) Plan. The benefit shall be deposited with the current vendor who has been agreed upon by the NKCTA and NKSC 403(b) Committee.

XII. TERM OF AGREEMENT

This agreement shall be effective as of the 1st day of July, 2023 and shall remain in full force and effect until June 30, 2025, and shall automatically renew itself from year to year thereafter as provided I.C. 20-29, or any amendments thereto. Appendix A, Additional Pay for Extra Duty Schedule, will commence August 1, 2023.

XIII. EFFECTIVE DATE AND SIGNATURES

This agreement is made and entered into at Bicknell, Indiana, on the 9th day of October 2023, by and between the Board of School Trustees of North Knox School Corporation of Knox County, Indiana, and the North Knox Classroom Teachers Association.

XIV. ATTESTATION. The undersigned attest to the following:

1. A public hearing was held in compliance with Ind. Code §20-29-6-1(b) on September 18, 2023 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 October 2, 2023 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.

XV RATIFICATION AND SIGNATURES

This Agreement was ratified by the North Knox Classroom Teachers Association on the 9th day of October, 2023.

**NORTH KNOX CLASSROOM
TEACHERS ASSOCIATION**

Aaron Hall

Aaron Hall, Co-President/Lead Negotiator

Candace Malone

Candy Malone, Co-President

Angela Holscher

Secretary

This Agreement was ratified by the North Knox School Corporation on October 9, 2023.

NORTH KNOX SCHOOL CORPORATION BOARD OF SCHOOL TRUSTEES

By: Elaine Pepmeyer
Elaine Pepmeyer, President

By: _____
V. Max Nickless, Member

By: Donnie Gilmore
Donnie Gilmore, Member

By: Michael McKinley
Michael McKinley, Vice-President

By: Kate Hammelman
Kate Hammelman, Secretary

APPENDIX A

NORTH KNOX SCHOOL CORPORATION ADDITIONAL PAY FOR EXTRA DUTY SCHEDULE

CODE ACTIVITY Effective 2023-2025 School Year

HIGH SCHOOL

HIGH SCHOOL · MISC.

2	Academic Contest Coordinator	\$940
4	Academic English Coach	\$1,065
6	Academic Fine Arts Coach	\$1,065
8	Academic Math Coach	\$1,065
10	Academic Science Coach	\$1,065
12	Robotics/ High School	\$1065
14	Robotics/Junior High School	\$1065
16	Academic Social Studies Coach	\$1,065
18	Academic Spell Team Coach	\$1,065
25	Band Director	\$3,293
26	Band Director, Asst.	\$2,540
29	Business Prof. Of America	\$1,412
37	Choral Director	\$1,599
40	Concessions Manager	\$1,315
41	Concessions Assistant	\$1,189
45	Drama Director	\$2,193
47	F.C.A.	\$1,412
49	F.F.A.	\$1,472
51	Future Homemakers of America	\$1,412
53	Honor Society	\$1,412
55	Jr.Class Head Sponsor	\$1,537
58	Jr.Class Asst.Sponsor #1	\$1,287
69	S.A.D.D.	\$1,412
73	School Newspaper	\$1,599
76	Senior Class Sponsor	\$1,472
79	Show Choir Director	\$1,218
82	Special Olympics	\$689
87	Student Council	\$3,103
93	Warriorettes	\$1,412
96	Yearbook	\$1,975
97	NK Strength/Agility/Conditioning Coach	\$0
98	Media Sponsor	\$1,412
99	Spanish Sponsor	\$1,412
100	ICTQ Grant-Coach in Training	\$3,000

BASEBALL - HIGH SCHOOL

101	Coach, Head	\$3,449
102	Coach, Asst.	\$2,822

BASKETBALL- HIGH SCH.-BOYS

112	Coach, Asst. (Jr. Var.)	\$3,889
114	Coach, Freshman	\$3,449
110	Announcer	\$878
116	Scorekeeper	\$1,065
118	Timekeeper	\$940

BASKETBALL- HIGH SCH-GIRLS

122	Coach, Asst. J.V.	\$3,260
124	Coach, Freshman	\$2,695
126	Scorekeeper	\$1,065
120	Announcer	\$878
128	Timekeeper	\$940

CHEER COACH

33	Cheerleaders-Junior Varsity	\$1,411
34	Cheerleaders-Varsity	\$1,411

CROSS COUNTRY-H.S. - BOYS

132	Coach (includes Jr. High)	\$3,072
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CROSS COUNTRY-H.S. - GIRLS

136	Coach (includes Jr. High)	\$3,072
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FOOTBALL-HIGH SCHOOL

144	Coach, Asst. I	\$3,637
145	Coach, Asst. II	\$3,637
148	Coach, J.V. Asst.	\$3,323
149	Freshman Asst. Coach	\$2,759
141	Announcer	\$653
151	Timekeeper	\$689

GOLF - HIGH SCHOOL

155	Coach - Boys	\$3,449
158	Coach - Girls'	\$2,971

SOCCER - HIGH SCHOOL

165	Coach, Girls'	\$2,971
170	Coach, Boys'	\$2,971

SOFTBALL -GIRLS-HIGH SCHOOL

175	Coach, Head	\$2,822
176	Coach, Asst.	\$2,257

TRACK - BOYS - HIGH SCHOOL

185	Coach, Head	\$3,310
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TRACK - GIRLS - HIGH SCHOOL

195	Coach, Head	\$3,310
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TRACK - BOYS/GIRLS - HIGH SCHOOL

186	Coach, Asst.	\$2,822
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VOLLEYBALL - HIGH SCHOOL

205	Coach, Head	\$3,135
206	Coach, Asst. J.V.	\$2,883
209	Coach, Freshman	\$1,756

WRESTLING - HIGH SCHOOL

220	Coach, Head	\$3,449
221	Coach, Asst.	\$2,822

JUNIOR HIGH

JR. HIGH - MISC.

300	Academic Head Coach	\$1,315
301	Academic Asst. Coach	\$1,065
310	Cheerleaders-Jr.High- 7th Grade	\$1,346
311	Cheerleaders-Jr.High - 8th Grade	\$1,346
317	Choral Director	\$1,255
322	Student Council	\$1,723
327	Yearbook	\$1,287
	Principal Designee	\$2,500

BASKETBALL -BOYS - JR. HIGH

334	Coach, Head -8th Grade	\$2,883
335	Coach, Asst. - 7th Grade	\$2,820
339	Timekeeper	\$425

BASKETBALL - GIRLS - JR. HIGH

443	Coach.Head - 8th Grade	\$2,883
444	Coach, Asst. - 7th Grade	\$2,820
449	Timekeeper	\$425

CROSS COUNTRY -JR.HIGH-BOYS

Coach - Included with H.S. duties.

CROSS COUNTRY -JR.HIGH-GIRLS

Coach - Included with H.S. duties

FOOTBALL-JR.HIGH

470	Fall - Coach - 8th	\$2,759
471	Fall - Coach - 7th	\$2,759
474	Fall - Assistant Coach 8th	\$2,351
475	Fall - Assistant Coach 7th	\$2,351

GOLF - JR. HIGH

482	Coach	\$1,756
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SOCCER - JR. HIGH

490	Coach	\$1,826
491	Asst. Coach (must have 22 player or more)	\$1500

TRACK - BOYS - JR. HIGH

500	Coach, Head	\$2,570
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TRACK - GIRLS - JR. HIGH

510	Coach, Head	\$2,570
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TRACK - BOYS/GIRLS - JR. HIGH

501	Coach, Asst.	\$2,321
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VOLLEYBALL- JR.HIGH

516	Coach - 8th	\$2,883
517	Coach - 7th	\$2,635

WRESTLING - JR. HIGH

530	Coach, Head	\$2,568
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ELEMENTARY

ELEM. BASKETBALL - BOYS

600	Coach - 6th	\$2,509
605	Coach - 5th	\$2,509
620	Timekeeper	\$376

ELEM. BASKETBALL - GIRLS

625	Coach - 6th	\$2,509
630	Coach - 5th	\$2,509
645	Timekeeper	\$376

VOLLEYBALL - ELEM.

660	Coach, Head	\$1,218
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ELEMENTARY-MISC

Principal Designee	\$2,500
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_____ English as second language endorsement	\$1,000
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1. High School coaches are expected to begin their duties on the date approved by the I.H.S.A.A. and end with elimination from State Tourney.

**APPENDIX B GRIEVANCE
PROCEDURE FORM**

Certificated School Employee Filing Grievance- - - - -

Statement of Facts Giving Rise to the Grievance- - - - -

Identify by Specific Reference all Articles or Sections of the Agreement Alleged to be Violated.

Statement of Contention of the Grievant with Respect to the Provision of Said Articles or Sections.

Statement of Specific Relief Requested.

Date

Signature of Aggrieved