

AGREEMENT

Between

NORTH ADAMS COMMUNITY SCHOOLS

And

NORTH ADAMS TEACHERS ASSOCIATION

Dated: July 1, 2023

for

School Years 2023-2024

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PREAMBLE

This Agreement is effective from July 1, 2023 through June 30, 2024, by and between the Board of School Trustees of the North Adams Community Schools, hereinafter referred to as the "Board," and the North Adams Teachers Association, hereinafter referred to as the "Association."

WHEREAS, the Board, through its designated representatives, has met with representatives of the Association and entered into extended negotiations concerning salary, wages, wage related fringe benefits and a grievance procedure,

NOW THEREFORE, it is agreed as follows:

ARTICLE I RECOGNITION

A. The Board hereby recognizes the North Adams Teachers Association as the exclusive representative for collective bargaining under the provisions of Public Law 217, Acts of 1973, as amended, and the unit determination by the Indiana Education Employment Relations Board, dated June 29, 2016 as follows:

All certified personnel who are employed on a teacher's contract and who hold certification through the Indiana Professional Standards Board of the Indiana Department of Education excluding superintendents, central office administrators, principals, athletic director, and substitutes.

B. Reference to "teachers" in this Agreement includes male and female teachers.

ARTICLE II GRIEVANCE PROCEDURE

This grievance procedure sets forth procedures and stipulates the conditions by which grievances alleged by certain certificated school employees as defined in Article I of this Agreement shall be processed. Every effort shall be exercised to settle an alleged grievance at the lowest level provided in the following grievance procedures.

A. DEFINITIONS

1. "Grievance" is an alleged violation or claimed misinterpretation or claimed misapplication of a specific article or section of this written Agreement, and shall

be specifically limited to topics which are the appropriate subjects of bargaining in accordance with Indiana Code sections, I.C. 20-29-6-1 et seq.

2. "Grievant" means the certificated school employee(s) directly affected by the alleged violation or the Association making the claim.
3. "Superintendent" means the chief administrative officer of the school corporation or any person designated by him/her to act on his/her behalf.
4. "Board" means the Board of School Trustees, North Adams Community Schools.
5. "Days" means working days, excluding school calendar vacations, weekends and holidays.

B. PROCEDURE

1. The number of days indicated at each level should be considered as maximum. Every effort should be made to expedite the process. However, specific time limits in each level may be extended by mutual agreement of the grievant and the Administration.
2. Informal Grievance. Within thirty (30) days of the time the grievant first knew of an act or condition upon which it is based, the grievant must present the grievance to his/her immediate supervisor and/or Principal. Within five (5) days after said meeting, the supervisor and/or Principal shall give his/her answer orally and/or in writing to the grievant.
3. Formal Grievance
 - a. Level One. Within five (5) days of the oral and/or written answer, if the grievance is not resolved to the satisfaction of the grievant, 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. The written grievance shall name the grievant involved, state the facts of the grievance, identify by specific reference any article or section of the Agreement alleged to be violated, state the contention of the grievant with respect to the provisions of said article or section, and indicate relief requested. Within five (5) days after receiving the written grievance, the Principal or his/her designee shall communicate his/her answer in writing to the grievant.
 - b. Level Two. If 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 five (5) days of the receipt of the written answer at level One. This appeal shall include all materials and evidence previously submitted. Level One Administrators shall be notified by the grievant of the appeal to Level Two. Within ten (10) days from the receipt of the grievance, the Superintendent shall render a written decision to the grievant as to the resolution of the grievance. The Superintendent may hold a formal hearing prior to his/her written decision.

C. OTHER PROVISIONS

1. Decisions rendered at all Formal Levels of the Procedure shall be in writing.
2. The grievant may be represented by any consenting person(s) of his/her choosing at all levels of the Procedure.
3. All documents, communications, and records dealing with the processing of a grievance shall be held in confidence and be filed separately from the personnel files of the grievant.
4. All necessary forms for grievance procedures set forth in this procedure shall be provided by the Superintendent and made available through the building principals or through the Association representatives.
5. Any hearing at the Informal Level and at all Formal Levels shall be held at non-teaching hours unless otherwise directed by the Board.
6. If any party fails to act as required within the time limits set out herein, that party shall have waived its right to proceed further, and the matter will be deemed resolved in favor of the other party or parties unless the applicable time limits have been extended by written mutual consents of the parties.
7. No employee shall use the grievance Procedure to appeal any decision of the Board or Administration if such decision is pursuant to any order of or written agreement with any State or Federal Regulatory Commission or Agency.
8. The Board agrees that it will not discriminate against any employees covered by this Agreement because of their Association membership, or because of their Association activities in processing grievances or participating in collective bargaining.

**ARTICLE III
NORTH ADAMS COMMUNITY SCHOOLS
PL 199 AGREEMENT**

A. RETIREMENT AND 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.

1. 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 the following conditions are met as of the date of severance and thereafter:

- a. 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 applicable to the insurance coverage, with the premium payment to be made monthly for each succeeding year.
- b. The teacher has provided a written request to the School Corporation for continuing insurance coverage for the teacher and spouse, if any. 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.

B. 403 (b) ANNUITY PLAN

1. 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 Board shall forward salary reduction money to the appropriate vendor each month.

2. The school corporation shall maintain a list of approved investment vendors for the salary reduction contributions made to 403 (b) Plan.

C. BUY OUT OF RETIREMENT BENEFITS

1. Elimination of Prior Agreement's Retirement Bridge and Severance Benefit

- a. The Board and the Association specifically reserved the authority to revise or terminate the retirement benefits contained in earlier agreements. Exercising this authority, the Board and the Association now confirm that the retirement and severance benefits contained in Article V, entitled Salary, in the Agreement immediately before this amendment's effective date are terminated. Said benefits shall not apply to any teacher retiring or severing employment with the school corporation on or after this amendment's effective date. A teacher 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, but as may be otherwise revised from time to time.

2. Entitlement to Retirement Benefits and Vesting Requirements

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

- a. The teacher has accumulated a minimum of ten (10) years of service at North Adams Community Schools; and
- b. The teacher gives written notice of his or her intent to retire by the end of the contract year.

3. Actuarial Determination of Value of the Current Severance and Retirement Benefits

In order to buy out the early retirement and severance benefits the present value of these benefits has been determined. In making this present value determination, the following assumptions have been agreed upon:

- a. The assumed interest rate for the purpose of determining the present value is six percent (6%).
- b. It is assumed an employee will not retire until he/she has reached full retirement eligibility as defined by ISTR.

- c. The Board's contribution to the annual post-retirement single or family health insurance premiums will be assumed to be \$4,488.00 for the 2003-04 school year for the single plan. For each year after the 2003-04 school year an assumed inflation rate shall be applied in the amount of 8% with adjustments as agreed to. Furthermore, payments will be deemed to terminate when the individual would otherwise be eligible for Medicare.
- d. The anticipated amount of the retirement bridge shall be determined using the amount of annual benefit described in Article V of the prior agreement. However, it is assumed that individuals do not retire until satisfaction of the eligibility requirements of this Article is met.
- e. Using the method of calculation described in Article V of the prior agreement, the severance benefit for each employee will be determined, subject to the following adjustments: The employee's base daily rate will be increased by assumed years of service.
- f. 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. Any employee who is terminated due to a Reduction In Force will be able to maintain the benefits of this article if they have met all other requirements in Article III, Section C, 2a and 2b.
- h. The present value of the severance and retirement benefits under the prior agreement shall be calculated effective as of June 30, 2004.
- i. There shall be consideration given in the present value calculation for a one percent (1%) of base salary ongoing employer contribution.
- j. 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 June 30, 2004: base salary, age, years of

service, total years of experience. The Board will have the responsibility to forward the verification sheets to the respective teachers. Any corrections must be returned to the Board within ten (10) days of receipt of the verification sheets.

- k. Using the above assumptions and the other assumptions contained on the buyout spreadsheet, 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 501©(9) of the Code, that amount representing the present value of the group health insurance benefits as calculated for all employees under subsection C 3 above.
2. There shall be a 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 satisfied the eligibility requirements set forth in 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 this Article, the terminated employee's VEBA account shall be forfeited. Forfeited amounts shall be divided among the remaining members of the fund.
 - d. Any employee who is terminated due to a Reduction In Force will be able to maintain the benefits of this article if they have met all other requirements in Article III, Section C, 2a and 2b.
 - e. Those staff who retire and satisfactorily meet the requirements set forth in this Article, a retired employee may use the amounts held in his/her separate VEBA account to pay health 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 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 spouse and dependents. At no time may the VEBA make loans to an employee, his/her spouse, or his/her dependents.

- f. The school corporation shall not be paid any compensations 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.
3. 401 (a) Plan. The school corporation shall establish a qualified retirement plan as described in section 401 (a) of the Code. The total sum of the amount calculated as the present value for the retirement pay and severance benefits shall be contributed by the school corporation to the 401 (a) plan as soon as all employees are enrolled. Any interest income will accrue to funding this Article. The 401 (a) plan's terms and conditions for the administration of the 401 (a) plan 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 investment vendor for the 401 (a) Plan.
 - b. Until such time that an employee has satisfied the eligibility requirements set forth in this Article, the employee shall have no access to the assets held in his or her separate 401 (a) plan account.
 - c. Following the satisfaction of the requirements set forth in this Article, an employee may elect to commence distributions from his 401 (a) plan account. If an employee dies after having satisfied the requirements of this Article, 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 401 (a) plan account.
 - d. 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.

- e. Any employee who is terminated due to a Reduction In Force will be able to maintain the benefits of this article if they have met all other requirements in Article III, Section C, 2a and 2f. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in this Article, the terminated employee's 401 (a) plan account shall be forfeited. The forfeited amounts shall be deposited in the employer's forfeiture account to be used to offset future contributions.

E. FUTURE ADJUSTMENTS

The parties agree that this Article, 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 provision, provided; however, that the future revision of this Article shall not affect the retirement benefits of teachers already receiving benefits pursuant to this Section.

F. RETIREMENT SAVINGS 401(a) ANNUITY PLAN

1. The school corporation shall establish a qualified retirement plan as described in section 401 (a) of the Code. The Board agrees to contribute into each individual's separate 401 (a) account; one percent (1%) of his/her base contract salary, provided that the employee contributes a matching one percent (1%) to his/her 403 (b) account.
2. There will be no commingling of accounts and each employee may determine how his/her account shall be invested among the investment options made available by the investment vendor for the 401 (a) Plan.
3. Each bargaining unit member shall be twenty percent (20%) vested in these individual 401 (a) accounts per year to one hundred percent (100%) upon the completion of his/her fifth year of continuous employment with the Corporation.

G. RETIREMENT SAVINGS VEBA PLAN

Possible future contributions to a voluntary employee's beneficiary association ("VEBA") may be negotiated in future contracts.

H. RETIREMENT INSURANCE BENEFITS

Retired persons may continue coverage in effect at retirement date until age 65 or until eligible for Social Security benefits.

I. RETIREMENT AND SEVERANCE INELIGIBILITY

A teacher will be ineligible for severance payment upon retirement if he/she:

1. Is discharged for just cause.
2. Fails to return to work on schedule following a leave of absence except for cases of serious illness as verified by a medical doctor.

**ARTICLE IV
SALARY AND WAGES**

A. Salary Range

1. At the beginning of the 2023-24 school year, the salaries of returning full-time teachers were between \$40,000 and \$65,536.
2. The salary range after increases are awarded will be from \$40,800 to \$67,621 in compliance with I.C. §20-28-9-26.
3. For the 2023-2024 school year, the base salary for a new teacher with no prior teaching experience is \$40,800. A new teacher with previous teaching experience will have their base pay set equal to that listed in Appendix C for comparable experience levels.

B. Compensation Model

1. Eligibility Statement: To be eligible for a salary increase in the current year, a teacher must:
 - a. Have worked for the corporation for at least 120 days or have been on leave that also qualified for a year of participation credit as defined by the Indiana Public Retirement System (INPRS) in the 2022-2023 school year,
 - b. Be under contract in 2023-2024, and
 - c. Have been rated as Highly Effective or Effective in the 2022-2023 school year. Teachers not rated or rated as Needs Improvement or Ineffective in the 2022-2023 school year will remain at their prior year salary.
2. Factors and Definitions: Salary increases will be based upon the following factors:
 - a. Evaluation—The teacher rated Highly Effective or Effective in the 2022-2023 school year.

- b. Years of Experience—The teacher who was employed in the corporation for at least 120 days in the prior school year or was on leave that also qualified for a creditable year of service as defined by the Indiana Public Retirement System (INPRS).
- c. Academic Need—The need to recruit highly qualified professionals to fill teaching vacancies and to retain teachers in the corporation based upon their current salary levels. The academic needs factor is a teacher retention catch-up and is defined as increasing current teacher salaries up to an additional \$345 or the amount needed to meet the minimum salary in Appendix C for a new teacher with comparable experience, whichever is lower.

3. Distribution:

- a. Evaluation Rating--Teachers with a 2022-2023 evaluation rating of Highly Effective or Effective will receive a base salary increase of \$1,085.
- b. Academic Needs—The salary increase for academic needs is a teacher retention catch-up.
 - i. Teachers with twelve (12) years' experience and with a salary less than \$46,385 after an increase for evaluation will receive such an amount as will increase their salary to \$46,385 or an increase of \$300, whichever is less.
 - ii. Teachers with sixteen (16) years' experience and with a salary less than \$48,885 after an increase for evaluation will receive such an amount as will increase their salary to \$48,885 or an increase of \$345, whichever is less.
 - iii. Teachers with seventeen (17) years' experience and with a salary less than \$49,585 after an increase for evaluation will receive such an amount as will increase their salary to \$49,585 or an increase of \$250, whichever is less.
 - iv. Teachers with eighteen (18) years' experience and with a salary less than \$50,285 after an increase for evaluation will receive such an amount as will increase their salary to \$50,285 or an increase of \$345, whichever is less.

- v. Teachers with nineteen (19) years' experience and with a salary less than \$50,985 after an increase for evaluation will receive such an amount as will increase their salary to \$50,985 or an increase of \$345, whichever is less.
- vi. Teachers with twenty-three (23) years' experience and with a salary less than \$54,085 after an increase for evaluation will receive such an amount as will increase their salary to \$54,085 or an increase of \$345, whichever is less.
- vii. Teachers with twenty-four (24) years' experience and with a salary less than \$55,885 after an increase for evaluation will receive such an amount as will increase their salary to \$55,885 or an increase of \$345, whichever is less.
- viii. Teachers with twenty-six (26) years' experience and with a salary less than \$57,585 after an increase for evaluation will receive such an amount as will increase their salary to \$57,585 or an increase of \$163, whichever is less.
- ix. Teachers with thirty-one (31) years' experience and with a salary less than \$62,185 after an increase for evaluation will receive such an amount as will increase their salary to \$62,185 or an increase of \$345, whichever is less.
- x. Teachers with thirty-three (33) years' experience and with a salary less than \$63,185 after an increase for evaluation will receive such an amount as will increase their salary to \$63,185 or an increase of \$345, whichever is less.
- xi. Teachers with thirty-four (34) years' experience and with a salary less than \$63,185 after an increase for evaluation will receive such an amount as will increase their salary to \$63,185 or an increase of \$345, whichever is less.

4. **Redistribution**

- a. Any funds otherwise allocated for teachers who were rated Ineffective or Improvement Necessary will be equally redistributed to all teachers rated Effective

or Highly Effective. The redistribution will be in the form of a stipend that will be paid at the end of the school year.

5. Teacher Retention Catch-Up New Teacher Salary Comparison

- a. 2022-2023 New Teacher Starting Minimum Salary was \$40,000.
- b. 2023-2024 New Teacher Starting Minimum Salary is \$40,800.
- c. Increase in New Teacher Starting Minimum Salary is \$800.

6. A newly hired teacher shall be placed on the new teacher salary schedule (See Appendix C) in the column and row that corresponds to the teacher's education and experience.
7. The superintendent maintains the ability to recommend to the school board a full-time base salary greater than the minimum full-time base salary for a person that is newly hired by North Adams Community Schools. The Indiana Code 20-28-9-1.5(a) identifies these positions. The additional compensation granted for these hard to fill positions will not exceed \$5,000.

C. Wages paid as stipends.

1. The superintendent maintains the ability to annually recommend to the school board a stipend, in addition to any stipend earned through the Performance Based Salary Compensation Program, to uniquely skilled, qualified, or trained teachers in an effort to maintain or improve the quality of the North Adams Community Schools teaching staff. The stipend will not exceed \$4,000. The Superintendent will notify the NATA president when these funds are granted.
2. Extra-curricular wages are based on Appendix A - Extra-Curricular Activities Pay Schedule.
3. The wages in Appendix A that are index based will be calculated from a base salary equal to that of a beginning teacher on the approved salary schedule.
4. Extended contracts shall be compensated at each teacher's daily rate, which shall be computed based on the teacher's base salary divided by 185 days.
5. The number of days listed for extended contracts were not bargained and are listed for informational purposes only.
6. The multiple positions listed for some extra-curricular positions were not bargained and are for informational purposes only.

7. Elementary teachers who cover another teacher's class, while also teaching their own class, because there are no substitutes available will be compensated \$80 for the day. Partial days or partial class loads will be prorated.
 8. Middle School and High School teachers who during their preparation time cover another teacher's class because there is no substitute available will be compensated \$10 per period.
- D. Teachers who teach remediation classes beyond the regular school day and/or year will be compensated at a rate no less than thirty dollars (\$30.00) per hour.
- E. When assisting in preparation of grants that involve staff participation beyond the normal school day, certified employees will be paid thirty dollars (\$30.00) per hour.
- F. The sum of twenty-five dollars (\$25.00) per hour shall apply to any non-grant related in-service (workshop) for which certificated employees are paid.

ARTICLE V INSURANCE

A. HEALTH AND HOSPITALIZATION

1. The Board agrees to make available for the teachers, for a full twelve (12) month period, a mutually agreed upon group hospital, medical and major medical insurance program.
2. Teachers may choose from the following health insurance plans offered by the School Employees Benefit Trust for 2024.
 - a. For the Network Plan, the Board shall pay \$14,444 toward the premium for the family plan and \$6,751 for the single plan. Teachers will pay the remainder of the premium.
 - b. For the HDHP 1 Plan, the Board shall pay \$10,783 toward the premium for the family plan and \$5,021 for the single plan. Teachers will pay the remainder of the premium
 - c. For the HDHP 2 Plan, the Board shall pay \$9,520 toward the premium for the family plan and \$4,413 for the single plan. Teachers will pay the remainder of the premium.
 - d. Any eligible couple participating in the following benefit prior to October 1, 2022 shall be grandfathered with the following benefit: The Board shall pay

all but 1% of the premium for the family plan or two single plans for spouses both eligible for, and participating in, Health Insurance coverage. Teachers will pay the remainder of the premium.

- e. Any eligible couple participating in the following benefit after October 1, 2022 shall be offered the following benefit: The Board shall pay the employer part of the contribution AND an amount equal to 60% of the employee portion of the contribution toward the premium for the family plan or two single plans for spouses both eligible for, and participating in, health insurance coverage. Teachers will pay the remainder of the premium.

- 3. The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any bargaining unit member so requesting. An amount not to exceed fifty percent (50%) of salary may be set aside by the employee for the selection of benefits, under Section 125 of the Internal Revenue Code, which are non-taxable benefits of major medical, non-reimbursed medical and dependent care. Individual administrative fees shall be paid by the employees. The basic administrative fee, if applicable, will be paid by the Board of School Trustees.

B. LIFE INSURANCE

- 1. The Board agrees to make available for teachers a group term life insurance program in the amount of \$20,000 dollars (death benefit).
- 2. The Board will pay 99% of the premium cost of said plan.

C. LONG TERM DISABILITY INSURANCE

Each employee shall be covered by a long term disability insurance program paid by the Board that provides for a minimum benefit of $66 \frac{2}{3}$ of salary to age sixty-five (65). The Plan shall carry a Consumer Price Index-W yearly escalator for those on disability and shall not coordinate with teacher retirement disability. The Plan shall also contain a Social Security Freeze. The Plan shall contain a five-year "Own Occupation" definition of "total disability" meaning that during the first five (5) years, the employee is unable to perform the substantial duties of his/her regular occupation. The five (5) year requirement begins from the date the waiting period is satisfied.

ARTICLE VI LEAVES

A. SICK LEAVE

1. Teachers will be compensated for sick leave on the basis of twelve (12) days for each year. Teachers may accumulate up to two hundred (200) days. Cumulative sick leave transferred from the last school corporation will be granted at the rate of five (5) days per year, beginning with the second year of employment, with credit in full at the beginning of the fourth year of employment.
2. Teachers on summer teaching employment will be eligible to use sick leave on the same basis as is used during the regular school year.
3. Sick leave days accumulated by a teacher prior to a leave will be credited to the teacher upon return.
4. As a point of information and not as an item bargainable, teachers hired on temporary contract, who are employed under regular contract the following year, shall be allowed to count unused sick days from the temporary year toward the accumulated total.
5. Teachers will be given a written accounting of accumulated sick leave days by October 1 of each year.
6. Teachers may use personal sick leave days for family illness. Such days will be reported as family illness.

B. SICK LEAVE BANK

1. Purpose

The purpose of the Sick Leave Bank is to relieve its members from undue financial burdens due to absence from work on a long-term basis due to the member's illness, injury, or incapacitation sufficiently severe that it would make their presence in school inadvisable.
2. Administration
 - a. The Sick Leave Bank shall be administered by a Committee of five (5) members, three (3) of which will be appointed by the President of the Association and two (2) of which will be appointed by the Superintendent.
 - b. Each committee member shall be appointed for a two (2) year period and may be re-appointed to succeed him/herself.

- c. Vacancies on the Committee shall be filled before the next meeting by the appropriate appointing official.
- d. The entire membership of the Committee shall select one of their members to act as chairperson for the duration of the year.
- e. The Committee shall meet during the school year as needed. Special meetings may be called by the chairperson or at the request of the committee members. Any official action of the committee shall require a majority approval of the Committee. A quorum of the Committee is three (3) members present.
- f. The Committee shall prepare an annual report in conjunction with the district's payroll clerk of days contributed by each teacher, days used, and days accumulated in the Bank, and distribute the report to the President of the Association and the Superintendent.
- g. Requests for use of the Bank and requests to donate days shall be made on official forms developed mutually by the Association, the Board, and members of the Committee.

3. CRITERIA FOR USE OF THE BANK

- a. All current and previously accumulated paid leave days must be exhausted by the individual.
- b. The applicant must be a current participant in the Bank.
- c. Teachers on leave due to pregnancy shall not be considered eligible to receive Bank days except for leave necessitated by complications due to the pregnancy prior to the birth of the child.
- d. Upon request, the applicant shall submit a certified review of his/her medical history and prognosis for return to work by the attending physician. If the attending physician does not furnish the necessary medical history and prognosis for return to work as requested, the teacher shall not be eligible for Sick Leave Bank days.
- e. The illness or accident must be of a serious or incapacitating nature; seriousness will be determined by the Committee with the recommendation of the attending physician.

- f. The maximum number of days that may be granted is forty-five (45) and must be used before the last scheduled teacher's workday in the school year.

4. ELIGIBILITY FOR USE OF THE BANK

- a. Any teacher is eligible to participate in the Bank.
- b. Any teacher who is receiving any public funds or benefits for the illness or disability causing the absence shall not be eligible for Sick Leave Bank credit.

5. COMPOSITION OF THE BANK

- a. The number of days contributed will continue to accumulate until a total of at least one thousand (1,000) days are credited to the Sick Leave Bank.
- b. To participate in the Bank, one (1) day contributed per year is required until the one thousand (1,000) days have been donated, the Sick Leave Bank Committee will decide if and when additional days need to be donated.
- c. Teachers new to the system may enroll within ten (10) days after the first day of active employment and upon receipt of a properly completed and signed sick leave bank donor authorization form.
- d. After initial enrollment, with the exception of new teachers, those wishing to enroll must do so during the open enrollment period for insurance election and then must donate the number of days equal to the days donated by charter members of the program or back to the year of their initial employment.
- e. The Board shall contribute two (2) days for each teacher contributed day.
- f. If appeal of any committee decision becomes necessary, the appeal will be to the membership of the Association's Executive Board. A Final decision will be made by the Sick Leave Bank Committee with recommendation of the Association's Executive Board.
- g. Application for sick leave bank days may be made by the personal representative in cases where the teacher is unable to do so.

C. BEREAVEMENT LEAVE

- 1. Six (6) consecutive working days per death shall be granted to a teacher for death in the immediate family without loss of compensation. The day of the funeral must be included in the leave. If not used at the time of the funeral, one (1) day will be

granted for business associated with the death of the family member. The days must be used within one (1) year of the date of death.

- a. If there is a need for non-consecutive leave, the teacher may request such at the time of the request for bereavement leave. Documentation must be provided to support the need for the non-consecutive days. The supervisor will determine the number of, if any, days which may be non-consecutive as described in C (1) above.
 - b. The immediate family is defined as spouse, parents, child, stillborn child, miscarriage occurring beyond twelve (12) weeks gestation, brother, sister, stepbrother, stepsister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, step-grandparent, grandchild, or other persons living in the immediate household.
2. Three (3) working days shall be granted to the parents experiencing a miscarriage which occurs at or before twelve (12) weeks gestation.
 3. One (1) working day per death shall be granted a teacher for death of an uncle, aunt, niece, nephew, and first cousin.
 4. One (1) working day per death shall be granted a teacher serving as a pallbearer or in another official capacity when C(1) or C(2) does not apply.

D. DISABILITY LEAVE

1. A teacher may be granted a leave where a teacher is unable to teach because of a disability substantial in nature or duration. Such physical disability shall include, among other items, disability arising from major surgery, physical illness, mental illness, or severe emotional disturbance, causing a disability for more than three (3) weeks.
2. Where disability can reasonably be anticipated, the teacher requesting leave will notify the Office of the Superintendent of the expected time of leave.
3. As soon as reasonably determinable after the commencement of the disability leave, the teacher will notify the Office of the Superintendent of the estimated time of return to teaching, or of the fact that the teacher does not intend to resume teaching duties, and will, if intending to return to teaching, keep the Office of the Superintendent advised of any change in such estimated time. If requested, the

teacher will furnish proof of his/her continued disability at any time during such disability.

4. Any teacher taking a leave of absence under this section may use days of sick leave, which the teacher has accumulated under existing laws or under the sick leave provisions of this agreement. The teacher will be required, at the option of the Board, to present a physician's certificate of disability to justify such use of accumulated sick leave.

E. PERSONAL INJURY LEAVE

Absence due to any injury incurred in the course of the teacher's employment, compensatable by worker's compensation, shall entitle the employee to his/her full salary less any amounts received from worker's compensation up to a period of ninety (90) days. Any sick days used by the employee during such period for said work related injury shall be credited, and therefore available, to said employee upon approval for worker's compensation benefits.

F. MATERNITY LEAVE

1. A pregnant teacher or a new mother shall be entitled, upon request, to leave when a child is born, without loss of compensation, for three (3) days. Further leave shall be granted, if requested, without pay, for a period of up to one year.
2. Except in an emergency, the teacher shall notify the Superintendent of Schools in writing of her intention to take such leave at least thirty (30) days prior to the date on which the leave is to begin. Such notice shall provide the anticipated start of leave and date of return.
3. A teacher taking leave under this section may use accumulated sick leave days as provided in section A-1 upon presentation of a physician's statement attesting to disability because of pregnancy. Said leave will be without jeopardy to retirement, tenure, and salary benefits.

G. PATERNITY LEAVE

1. The non-birthing parent teacher shall be entitled, upon request, to a paternal leave of up to three (3) days paid. Further leave, up to one (1) year, may be granted unpaid.
2. Except in an emergency, the teacher shall notify the Superintendent of Schools in writing of his/her intention to take such leave at least thirty (30) days prior to the date on which the leave is to begin. Such notice shall provide the anticipated start of leave and date of return.

H. CHILD REARING LEAVE

A child rearing leave, without pay, shall be granted for up to a period of twelve (12) months. The leave is applicable to any teacher-parent who has legal custody of a pre-kindergarten age (as defined by Indiana Law) child and the child is living in the home of the teacher-parent. In so far as possible, the teacher-parent shall notify the Superintendent of his/her intent to take a child rearing leave at least thirty (30) days before the leave is to commence. Child rearing leave, up to one year, shall be granted as needed for teacher-parents of handicapped/disabled children.

I. ADOPTION LEAVE

A teacher shall be granted, upon request, adoption leave of three (3) days with compensation. A teacher may request an adoption leave without pay to begin at any time during the first year after receiving custody of the child, or prior to receiving the child if legally necessary in order to fulfill requirement for adoption.

J. PERSONAL LEAVE

1. A teacher shall be granted three (3) days with pay, each year, for the transaction of personal business and/or the conducting of personal and civic affairs which cannot be handled outside the regular school day.
2. The teacher will complete the online form prior to the leave, stating the reason(s) for the necessity for said leave.
3. In case of an emergency, an oral report to the principal will suffice with the completion of the proper form later.
4. If personal leave days are not used, they may accumulate as personal leave days the following year up to a cumulative total of five (5). Any additional unused personal leave days shall accumulate as additional sick leave days. No more than five (5) personal leave days may be used in one contract year.
5. It is strongly suggested that the opening and closing days of the school year, the days immediately before and after vacations, and the days immediately before and after holidays not be used for personal business. Should circumstances arise to necessitate the need to use personal leave on one of the days, the staff member shall request permission in writing from the supervisor and Superintendent at least two weeks in advance of the requested leave.

K. JURY LEAVE

A school employee is entitled to receive the full amount of his/her salary when serving on jury duty. Upon receipt of evidence of jury pay, the North Adams Community Schools will deduct the jury compensation, less expenses, from the next regular payroll check.

L. POLITICAL LEAVE

1. A teacher may be granted, without pay, and upon request a leave for the purpose of campaigning for public office.
2. A teacher elected to political office, and whose term begins during the school year, will be granted a leave without pay for those days (or half days) when meetings are conducted.
3. A teacher elected to the Indiana General Assembly may continue as a teacher but will be paid only for the number of days actually taught.

M. LEGISLATIVE LEAVE

Legislative leave of up to eight (8) days per year shall be granted with no more than four (4) teachers using such leave on any one day. No more than three (3) days may be used by any one (1) teacher.

N. OTHER LEAVES

1. The following leaves, with or without pay, may be granted by the Board upon recommendation by the Superintendent: educational conference, study, and school visitation.
2. A teacher granted a study leave of absence will upon return be assigned the same position and/or a position of mutual agreement that the additional training qualifies the teacher to assume.

O. GENERAL PROVISIONS OF GRANTED LEAVES

1. No leave under this agreement will be granted for a period exceeding one (1) year unless by action of the Board.
2. No leave granted under this Agreement shall change the rights of a teacher or the School under the law as then in effect.

3. Creditable service is the amount of time that can be counted in the calculation of the benefits portion of one's TRF Hybrid pension benefit. One (1) year of service credit is earned for working 120 or more days in a fiscal year, and a half year (0.5) of service credit is earned for working between 60 and 119 days in a fiscal year.
Teachers may earn creditable service as required by INPRS, which is generally paid leave. At North Adams Community Schools, political and child rearing leave are unpaid and are not covered leave for the purpose of earning creditable service units.
4. A teacher returning to teaching duties under Sections D, E, F, G, H and K of the article shall be assigned to the same position or comparable position of mutual agreement.
5. A teacher taking any of the following leaves will, if he/she wishes to continue coverage, pay the premium costs for the Long-Term Disability plan during his/her leave: Maternity, Paternity, Childrearing, Adoption, Political and Educational.
6. The Board shall continue to pay the Board's share of the health insurance premium for any teacher who is on leave under the provisions of FMLA.

ARTICLE VII MISCELLANEOUS

- A. If any provision of this contract is held to be contrary to law, then such provision shall not be deemed valid, except to the extent permitted by law, but all other provisions shall continue in full force and effect.
- B. This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board and the Association and constitutes the entire agreement between the parties. The Board and Association agree that all negotiable items have been discussed during negotiations leading to this contract, and therefore agree negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement.

**ARTICLE VIII
DURATION**


- A. This agreement shall be effective as of July 1, 2023 and shall continue in effect to June 30, 2024.
- B. Either party may serve notice upon the other not less than one hundred eighty (180) days prior June 30, 2024 to discuss a revision of this agreement.
- C. In all other respects this Agreement shall not be changed or extended orally or in writing, and it is expressly understood that it shall expire on the date indicated. This Agreement is to be effective as of July 1, 2023, and entered into by and between the Board of School Trustees of the North Adams Community Schools, County of Adams, State of Indiana, heretofore referred to as the "Board" and the North Adams Teachers Association, heretofore referred to as the "Association."

IN WITNESS WHEREOF, the parties hereto have ratified the agreement **October 23, 2023.**


Additionally, the undersigned attest to the following:

- A public hearing was held in compliance with I.C. § 20-29-6-1(b) on September 12, 2023, and electronic participation from the parties and/or public was not permitted; and
- A public meeting in compliance with I.C. § 20-29-6-19 was held on October 10, 2023 to discuss the tentative agreement and electronic participation from the governing body and/or public was not permitted.

**North Adams Community Schools
Board of School Trustees**

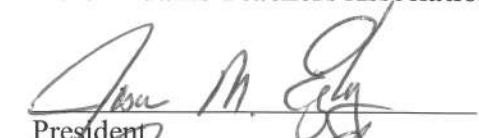


President

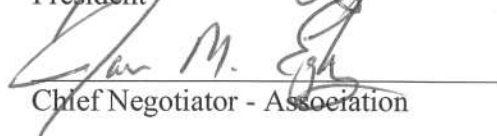


Board Team Representative

North Adams Teachers Association



President



Chief Negotiator - Association

APPENDIX A

EXTRA-CURRICULAR ACTIVITIES PAY SCHEDULE ATHLETICS

All indexes will be calculated from beginning teacher salary.
(Staff in parenthesis are grandfathered at a different index.)

BASKETBALL: BOYS

Varsity	.225
Assistant (2)	.11
8 th grade	.07
7 th grade	.07

BASKETBALL: GIRLS

Varsity	.225
Assistant (2)	.11
8 th grade	.07
7 th grade	.07

BASEBALL

Varsity	.12
Assistant (3)	.075

CHEERLEADING

Fall varsity	.05
(Jenna Razo-Koons .07)	
Fall assistant	.03
Winter varsity	.05
(Jenna Razo-Koons .07)	
Winter assistant	.03
Middle School	\$410

CROSS COUNTRY: BOYS

Varsity	.11
(Randy Hisner .12)	
Middle School	.04

CROSS COUNTRY: GIRLS

Varsity	.11
Middle School	.04

FOOTBALL

Varsity	.22
Assistant	.11
8 th grade	.04
7 th grade	.04
Middle School Assistant	.04

GOLF: BOYS

Varsity	.08
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GOLF: GIRLS

Varsity	.08
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RIFLE

Varsity	.07
Assistant	.06

SOCCER: BOYS

Varsity	.11
Assistant	.05
Middle School	.04

SOCCER: GIRLS

Varsity	.11
Assistant	.05
Middle School	.04

SOFTBALL

Varsity	.12
Assistant (2)	.075

SWIMMING: BOYS AND GIRLS

Varsity	.20
Assistant (2)	.10
Middle School (2)	.04

TENNIS: BOYS

Varsity	.08
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TENNIS: GIRLS

Varsity	.08
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TRACK: BOYS

Varsity	.12
Assistant	.07
Middle School varsity	.04
Middle School assistant	.03

TRACK: GIRLS

Varsity	.12
Assistant	.07
Middle School varsity	.04
Middle School assistant	.03

VOLLEYBALL

Varsity	.14
Assistant (2)	.075
Middle School (2)	.05
6 th grade	\$515

WRESTLING		Student Council HS	\$1638
Varsity	.22	Student Council MS	\$293
Assistant	.11	Sunshine Society (2 if 30+ participants)	\$176
Middle School varsity	.06	Theatre Director	.055
Middle School assistant	.04	Technology Coordinator	\$527TSA
Elementary	\$176	(Technology Student Association)	\$600
		Teaching a dual credit class	
YEARBOOKS:		Semester	\$250
High School	.065	Full year	\$500
Middle School	.035		
Elementary (2)	\$293	Travel	
		Between 3 or more schools	\$585
DRAMATICS:		HS Assistant Athletic Director	.25
High School Fall Play	.06	MS Assistant Activities Director	.10
High School Spring Musical	.06	ELL Coordinator	\$3,000
Assistant	.04	Librarian	15 days
		ICE/WBL Coordinator	5 days
SPEECH:		Social Worker (LSS)	10 days
High School	.12	Guidance Counselor (LSS)	10 days
Assistant	.035	Agriculture Teacher	30 days
Middle School	.035	HSE Teacher	5 days
I.T.S.	.035	Instructional Coach	10 days
		MS Testing and High Ability Coordinator	5 days
CLASS SPONSORS:		HS Testing and Dual Credit Coordinator	15 days
Senior (2)	\$234	HS Building Leadership Team Member (7)	\$819
Junior (2)	\$410	MS Building Leadership Team Member (5)	\$819
Sophomore (2)	\$176	BES Building Leadership Team Member (7)	\$819
Freshman (2)	\$117		
ACADEMIC COMPETITION:			
High School	\$1,170	Head coaches or his/her designee, will be paid \$10.00	
Middle School	\$1,170	per hour for time spent off-season for conditioning to a	
Elementary School	\$585	maximum of the following for each sport:	
SCHOLASTIC CLUBS:		Football	\$2,000
		Boys' Basketball	\$2,000
Content Area-Specific Club	\$59	Girls' Basketball	\$2,000
(New clubs subject to Superintendent Approval)		Wrestling	\$1,000
		Volleyball	\$ 500
Agriculture Club Sponsor	.05	Baseball	\$ 500
H.S. Journalism	.05	Softball	\$ 500
Vocal Music, HS	.18	All other sports	\$ 250
Vocal Music Asst., HS	.035		
Inst Music, HS Dir	.18		
Inst Music, MS.	.035		
Intramurals - 2 activities	\$293 per activity		
National Honor Soc	\$585		

APPENDIX B
North Adams Community Schools
Grievance Form

Name of Grievant(s): _____

Date of claimed misapplication and/or alleged violation: _____

Name(s) of other certificated employee(s) involved: _____

Identification of specific provision(s) of the Agreement violated or misinterpreted: _____

Statement of fact of the grievance: _____

Relief requested: _____

Signature of Grievant

Date

Level of process and referral dates

Informal Level: Received Date: _____

Decision: _____

Signature _____

Date _____

Level One: Received Date: _____

Decision: _____

Signature _____

Date _____

Level Two: Received Date: _____

Decision: _____

Signature _____

Date _____

APPENDIX C
North Adams Community Schools
2023-2024 New Teacher Minimum Salary Schedule

Years' Experience	Base Rate
0	\$40,800
1	\$41,185
2	\$41,485
3	\$41,885
4	\$42,285
5	\$42,685
6	\$43,185
7	\$43,685
8	\$44,185
9	\$44,685
10	\$45,185
11	\$45,785
12	\$46,385
13	\$46,985
14	\$47,585
15	\$48,185
16	\$48,885
17	\$49,585
18	\$50,285
19	\$50,985
20	\$51,685
21	\$52,485
22	\$53,285
23	\$54,085
24	\$55,885
25	\$56,685
26	\$57,585
27	\$58,485
28	\$59,385
29	\$60,285
30	\$61,185
31	\$62,185
32	\$63,185