

MASTER CONTRACT

between

SOUTH ADAMS SCHOOLS

and the

**SOUTH ADAMS CLASSROOM TEACHERS'
ASSOCIATION**

This contract is recognized as the binding contract between the South Adams Schools and the South Adams Classroom Teachers' Association beginning July 1, 2023, through June 30, 2025.

SEA 390 Public Hearing of the South Adams Classroom Teachers Association and the South Adams School District/Board held in person on Tuesday, October 11, 2023. *

Tentative Agreement Hearing held in person on Monday, October 30, 2023. *

Contract Ratification Meeting held in person on Tuesday, November 14, 2023. *

*Indicates electronic participation not permitted.

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PREAMBLE

This contract is entered into this 1st day of July, 2023 by and between the Board of School Trustees of the South Adams Schools, hereinafter referred to as the “Board”, and the South Adams Classroom Teachers’ Association, hereinafter referred to as the “Association”.

The Board, through its designated representatives, has met with the Association, through its designated representatives, and entered into extended deliberate negotiations concerning:

1. Salary,
2. Wages, and
3. Salary and wage-related fringe benefits including accident, sickness, health, dental, vision, life, disability, retirement benefits and paid time off, and
4. A grievance procedure.

and it hereby agreed as follows:

ARTICLE I

RECOGNITION

1. The Board of School Trustees of the South Adams Schools recognizes the South Adams Classroom Teachers’ Association as the exclusive and sole representative for collective bargaining under the provisions of *IC 20-29-5-1*.¹
2. The composition of bargaining unit includes 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.

¹The recognition status of the current Head of the Music Department is addressed in the Memorandum of Understanding attached to this contract.

ARTICLE II

GRIEVANCE PROCEDURE

This grievance procedure, hereinafter referred to as “Procedure”, stipulates the conditions under and the procedures by which, grievances alleged by teachers, as defined in the agreement, shall be processed. If any grievances arise, there shall be no stoppage or suspension of work because of such grievances, but such grievances shall be submitted to the following grievance procedures.

A. Definitions as used in the procedure:

1. A grievance is a claim by a teacher(s) that there has been a violation, misinterpretation or misapplication of any provision of this contract.
2. “Superintendent” means the chief administrative officer of the school corporation, or any person(s) designated by him/her to act in his/her behalf in dealing with certified school employees.
3. “Days” means school days during the regular school year and shall mean weekdays during summer recess.
4. “Grievant” means the teacher(s) directly affected by the alleged violation making the claim.

B. Structure

1. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to proceed independently of this procedure.
2. The grievant may be represented by any person(s) of his/her own choosing at all levels of the procedure.
3. All evidence, material, allegation, or remedy submitted by the grievant or the administration or their representatives during the grievance process must be raised in the formal grievance.

C. Procedure

1. The number of days indicated at each level should be considered as maximum. If there is a failure at any step to communicate the decision on a grievance within the specified time limit, the grievant shall have the right to appeal at the next step of the procedure. Any grievance not advanced from one step to the next within the time limits shall be deemed resolved by the answer at the previous step. The time limits specified may, however, be extended by mutual agreement of the grievant and the Board.
2. Informal Grievance. The grievant may present the grievance to his/her principal or immediate supervisor or his/her designee by meeting with him/her individually and privately in an informal manner during non-teaching hours. The grievant may choose to file a formal grievance directly without filing an informal grievance.

3. If the grievance involves a central office function, the grievant may submit such grievance in writing directly to the Superintendent and the processing of such grievance shall commence at Level Two, paragraph two.

D. Formal Grievance

1. Level One. The grievance must be filed within twenty (20) days of the time the grievant knew, or reasonably should have known, of the grievance, or it shall be deemed waived by the grievant. The grievance must be filed with the principal or immediate supervisor or his/her designee in writing, signed by the grievant on the appropriate grievance form (Appendix C). The written grievance shall name the teacher involved, state the facts giving rise to the grievance, identify by specific reference all Articles or Sections of the contract alleged to be violated, state the contention of the grievant with respect to the provision(s) of said articles or sections, and indicate the specific relief requested.

Within seven (7) days after receiving the written grievance, the principal or supervisor or his/her designee shall communicate his/her answer in writing to the grievant.

2. Level Two. In the event that the grievance is not resolved at Level One, or if no written decision has been rendered within the time limit provided, the grievant may appeal the decision to Level Two provided said appeal is filed with the Superintendent within ten (10) days of receipt of the written answer at Level One. The appeal should include a copy of all materials and evidence previously submitted and a copy, at the same time, shall be given to the principal or supervisor involved.

The grievant shall submit the written claim signed by him/her to the Superintendent of Schools. Within ten (10) days from the receipt of the grievance the Superintendent shall render a written decision as to the resolution of the grievance. If requested by the grievant, the Superintendent shall discuss those items forming the basis of the grievance with the parties involved with the grievance prior to the rendering of the written decision. The parties may mutually agree to extend the time within which the Superintendent must respond if further investigation by the Superintendent is necessary.

3. Level Three. In the event the grievance is not resolved at Level Two, or if no written decision has been rendered within the time limit provided, the grievant may submit the grievance to the Board provided the grievant files said written appeal with the Board within five (5) days of the receipt of the Superintendent's answer. Upon receipt of said appeal, the Board shall consider and rule within twenty-five (25) days on the grievance.

E. Miscellaneous

1. Decisions rendered at Formal Level One, Level Two, and Level Three of this procedure shall be in writing.
2. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the grievant.
3. All necessary forms for grievance procedures set forth in this procedure shall be mutually developed and provided by the Superintendent and the Association.

4. Any hearing at the Information Level and at Formal Level One, Level Two, and Level Three shall be held during non-teaching hours unless otherwise directed by the Board.
5. Certified school teachers shall follow all written and verbal directives, even if such directives are allegedly in conflict with this contract. Compliance with such directives will not in any way prejudice the teacher's right to file a grievance within the time limits stated herein, nor shall compliance affect the ultimate resolution of the grievance.

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

ARTICLE III

EXTRA DUTY COMPENSATION

1. For information purposes only: Extra-curricular activity assignments shall ordinarily be on a voluntary basis and teachers will not ordinarily be required to accept an extra-curricular assignment in addition to his/her regular contract.
2. A teacher's hourly rate is calculated by: Teacher's Base Salary divided by Number of Contract Days divided by six (6) hours.
3. Summer School: The Superintendent shall determine the salary that teachers shall be paid for summer school instruction at their hourly rate.
4. Homebound Instruction is an ancillary duty. – Teachers shall be paid for homebound instruction at their hourly rate.
5. Additional Teaching Duties are ancillary duties. – Teachers scheduled to a class beyond the normal teaching load will be compensated based upon that teacher's hourly rate.
6. Remediation is an ancillary duty. – Teachers shall be paid \$30.00/hour rate for remediation instruction outside of the normal student day.
7. Professional Development is an ancillary duty. – Teachers shall be paid \$30.00/hour rate for participating in professional development outside of the normal student day.

ARTICLE IV

RETIREMENT AND SEPARATION BENEFITS

A. Buy-Out Severance Plan

1. Elimination of Prior Agreement's Severance Benefit

The Board and Association specifically reserved the authority to revise or terminate the retirement benefits contained in earlier agreements. Exercising this authority, the Board and Association confirm that the retirement severance benefits Article VI of the 2000-2002 collective bargaining between the South Adams Schools and the South Adams Classroom Teachers Association ("the Prior Agreement") are terminated and shall not apply to any teacher retiring or severing employment with the School Corporation on or after October 1, 2006. Those teachers who retired or severed employment before October 1, 2006, shall be entitled only 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 Severance Benefits, Vesting Requirements

Upon separation from the South Adams Schools, a teacher meeting the criteria set forth in subsections 2(a) through 2(b) below is entitled to Section 401(a) contribution set forth in Section A-4 below.

- a. The teacher must have served at least five (5) years in the South Adams Schools; and
- b. The Board, after consultation with the Association president, may waive these eligibility and vesting requirements if the Board determines such waiver is in the best interests of the employee and the school corporation and does not violate any applicable law.

3. Actuarial Determination of Value of Current Severance Benefits

The Educational Services Company has been selected to determine the present value of unfunded Severance Benefits and Retirement Bridge benefits described in the Prior Agreement. In making this present value determination, Educational Services Company shall use the following assumptions:

- a. Interest Rate. The assumed interest rate for purposes of determining the present value of the retirement severance benefits contained in the Prior Agreement is two and one-half percent (2.5%) for the first three (3) years the plan is in effect and three and one-half percent (3.5%) thereafter.
- b. Severance Pay. The anticipated amount of the severance benefits contained in the Prior Agreement shall be determined using the amount of annual benefit described in Article VI of the Prior Agreement. However, it is assumed that individuals do not retire until the satisfaction of the eligibility requirements of Section (A)(2) of this Article.

- c. FICA. The present value of the future retirement severance benefits contained in the Prior Agreement will be reduced by the Social Security and Medicare taxes (FICA) that would have been payable if the retirement severance benefits contained in the Prior Agreement had been paid directly to the employee.
- d. Exclusion of Employees. Employees hired after October 1, 2006, shall not be entitled to any payment for the eliminated retirement severance benefits contained in the Prior Agreement. In other words, no contribution shall be made for individuals hired or rehired on or after October 1, 2006.
- e. Rehired Employees. 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 after October 1, 2006. However, if the Board shall have approved a leave of absence of not more than one (1) fiscal year 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.
- f. Calculation Date. The present value of the retirement severance benefits contained in the Prior Agreement shall be calculated as of June 30, 2001.
- g. Verification of Information. To confirm the accuracy of the underlying information to be used in the present value calculations, each teacher shall be provided with his/her basic data that will be used in the calculations, including but not limited to, the following information as of June 30, 2001: base salary, total years of educational experience, and total years of South Adams Schools experience. Educational Services Company shall assist in the preparation of this verification sheet for each teacher; however, the Association will have the responsibility to forward the verification sheets to the respective teachers. Any corrections must be returned to the Board on or before September 10, 2001 as final calculations will be prepared and the contributions hereafter described will be commenced after such date. (Corrections not returned to the Board by a teacher of the Association shall be disregarded.)

Using the above assumptions and the other assumptions contained on the attached Buy Opt Spread Sheet, Educational Services Company shall prepare the present value calculations for each tender and the contributions described hereinafter will be made. (In the joint determination of the Board and the Association, the calculated contribution totals for each teacher may be incorporated as part of this amendment or maintained as a separate document.)

- 4. Section 401(a) Plan. The School Corporation shall establish a qualified plan as described in section 401(a) of the Code (the "401(a) Plan") for teachers employed by the South Adams School Corporation prior to October 1, 2006. The total sum of the amount calculated by Educational Services Company as the present value for the retirement severance benefits contained in the Prior Agreement shall then be contributed by the School Corporation to the 401(a) Plan. The 401(a) Plan's terms and conditions for the administration of the plan shall be as follows:
 - a. Separate Accounts. 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 selected investment vendor for the 401(a) Plan.

- b. Vesting. Until such time that an employee has satisfied the eligibility requirements set forth in Section A-2 of this Article, the employee shall have no access to the assets held in his or her separate 401(a) Plan account.
- c. Forfeiture. If an employee retires or terminates employment before satisfaction of the requirements set forth in Section A-2 above, the terminated employee's 401(a) Plan account shall be forfeited. The forfeited amounts shall be returned to the Plan for the benefit of its participants.
- d. Death Benefit. If an employee dies while actively employed by the School Corporation but before meeting the vesting requirements in Section A-2 above, the employee will be considered to be one hundred percent (100%) vested, and the amounts deposited into the employee's Section 401(a) account shall pass to the employee's designated beneficiary, or, in the event the employee does not have a designated beneficiary, to the employee's estate. If the employee dies after meeting the vesting requirements set forth in Section A-2 above, the amounts deposited into the employee's Section 401(a) account shall pass to the employee's designated beneficiary, or, in the event the employee does not have a designated beneficiary, the employee's estate.
- e. Distributions. Following separation and the satisfaction of the requirements set forth in Section A-2 above, an employee may elect to commence distributions from his 401(a) Plan account.
- f. Costs. 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.
- g. Additional Plans. The School Corporation may establish other qualified plans as described in section 401(a) of the Code, subject to such terms and conditions as the School Corporation shall determine, in its sole discretion, to be appropriate. Such additional plans may be maintained separate from the 401(a) Plan or for administrative convenience maintained as part of the 401(a) Plan.
- h. Former Adams-Wells Special Service Cooperative teachers hired before June 2006 who are now South Adams teachers because of the Adams-Wells Reorganization Agreement are carved out of the South Adams' retirement plan (both the buy-out and the ongoing plan) in lieu maintaining their Adams-Wells retirement plan. Refer to the Adams-Wells Reorganization Agreement (June 30, 2012) for specific information.

B. Ongoing Section 401(a) Plan

- a. The Board shall establish and maintain a qualified Section 401(a) Annuity Plan ("401(a) Plan") for all teachers. The Board shall contribute an amount equal to one and one-half percent (1.5%) of the employee's base salary into Section 401(a) Plan plus amounts contributed in Article V, Section 5.

- b. The amount contributed by the Board is calculated as such: the salary amount written on the employee’s contract multiplied by 2.0% Half of the amount will be deposited in December. The other half plus amounts contributed in Article V, Section 5 will be deposited in June.
- c. Any employees hired after October 1, 2006, and any employees previously employed by South Adams Schools and rehired after October 1, 2006, are eligible only for the Ongoing Section 401(a) benefits provided by this section.
- d. Separate Accounts. 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 selected investment vendor for the 401(a) Plan.
- e. Any contributions made by the Board to the Section 401(a) Plan on behalf of certified employees shall be subject to a vesting schedule. All teachers employed by the School Corporation on or before October 1, 2006, who have at least five (5) years of service with South Adams Schools shall be immediately vested in the Board’s contribution. All other employees, including newly hired or rehired employees, are subject to the following vesting schedule:

<u>Completed Years of South Adams Service</u>	<u>Percent</u>
1	20%
2	40%
3	60%
4	80%
5	100%

For purposes of this section, “completed years of South Adams service” refers to and is calculated by the number of regular or temporary teacher’s contracts (no more than one contract per school year) executed by the employee. A teacher who is not fully vested in this program and who voluntarily resigns shall not retain any prior partial vesting rights if ever rehired by the School Corporation. A teacher who retires from the School Corporation and is rehired shall be considered to have zero years South Adams service for purposes of vesting and Board contribution rights. Any teacher whose contract is terminated during the vesting period by the School Corporation (except due to a reduction-in-force) shall forfeit all rights to all non-vested amounts contributed by the School Corporation on the teacher’s behalf to the Section 401(a) Plan and shall not retain any prior partial vesting rights if ever rehired by the School Corporation.

C. RETIREMENT NOTIFICATION INCENTIVE – Teachers that have a minimum of 10 years at South Adams whose age and years of experience at South Adams total 65 or greater, and who give the School Corporation notice of their intent to retire on or before March 1st of the year they plan to retire, will be paid up to twenty-five (25) days of their accumulated sick days at the current licensed substitute teacher rate. Eligible teachers will be paid upon the completion of the retirement process.

D. MEDICAL INSURANCE – The teacher (upon retirement) may direct the corporation to pay the premium cost of the medical insurance (family or single) at the teacher’s expense until Medicare eligibility.

*If notification of retirement is not made by March 1st of the year of the retirement year, all accumulated sick leave days become void upon retirement.

ARTICLE V

LEAVE OF ABSENCE

A. Paid Leave Days

1. Teachers will be compensated for leaves as follows:
 - a. A teacher with zero (0) years of service with South Adams Schools will be granted twelve (12) leave days during the contract year.
 - b. A teacher with one (1) to nine (9) years of total teacher service will be granted ten (10) leave days during the contract year.
 - c. A teacher with ten (10) to eighteen (18) years of total teaching service will be granted eleven (11) leave days during the contract year.
 - d. A teacher with nineteen (19) or more years of total teaching service will be granted twelve (12) leave days during the contract year.
 - e. If a teacher is transferring accumulated days from another school corporation to South Adams Schools, all of the accumulated days will be credited the first year.
 - f. Teachers may protect two (2) current leave days for personal business during the current school year. Teachers may use available accumulated sick leave days for medical purposes as described in Section G to protect these two (2) current leave days.
 - g. Unused leave days from the above leave days shall be credited to a teacher's accumulated total available sick leave days at the beginning of each year. After such days are credited to the teacher, the maximum number of sick leave days accumulated and available for use by the employee shall be the same as the number of days in the teacher contracted school year. Accumulated sick leave days can only be used for medical purposes for the employee or a family member of the employee as defined in Section E of "Bereavement Leave".
 - h. Accumulated sick leave days can only be used after the current year's leave days are used.
 - i. Leave may be taken in units of one-half (1/2) days.
2. Leave days accumulated by a teacher prior to a leave of absence shall be credited to the teacher upon return.
3. Teachers shall be given a monthly accounting of their accumulated leave days.
4. Additional leave days will not be given to teachers who teach summer school. However, current leave days from the just-completed school year and accumulated sick leave days can be used if the summer schoolteacher needs to be absent from summer school.
5. At the end of the school year, the teacher will have the option to accumulate any unused leave days to their accumulated sick leave or to be reimbursed at the current substitute teacher's daily rate for unused leave days. The teacher must notify the corporation of their intent to accumulate or be reimbursed for unused leave days as follows:

- a. A teacher with zero (0) to nine (9) years of total teaching service may be reimbursed for up to three (3) unused leave days;
- b. A teacher with ten (10) to eighteen (18) years of total teaching service may be reimbursed for up to four (4) unused leave days;
- c. A teacher with nineteen (19) or more years of total teaching service may be reimbursed for up to five (5) unused leave days.

Any reimbursement for unused leave days received by a teacher shall be deposited into the teacher's Ongoing Section 401(a) account.

B. Leave for Major Disability

1. The School Board shall grant in accordance to IC 20-28-10 a leave of absence of up to one (1) year if a teacher requests such leave for disability. The Board will request a physician's statement establishing said disability.

An additional leave of up to a second year may be granted by the School Board.

2. Where disability can be reasonably anticipated, the following rules shall apply:
 - a. The teacher requesting the leave shall notify the Office of the Superintendent of the expected time of leave as soon as reasonably possible, but not later than thirty (30) days before the desired date of the leave to begin.
 - b. Where the teacher's condition raises any serious problem to the teacher's health in the period prior to the beginning of leave, the Board may request a statement from the teacher's physician as to the teacher's ability to continue teaching.
3. Subject to the notice and other requirements set out in Section B-2, the teacher may resume teaching duties at such time as in the opinion of the teacher and the teacher's physician the teacher is able to resume teaching. The Board may, at its option, require a certificate from the physician to this effect.
4. As soon as reasonably determinable after the commencement of the disability leave, the teacher shall notify the Office of the Superintendent of the estimated time of return to teaching, or the fact that the teacher does not intend to resume teaching, and shall, if intending to return to teaching keep the Board advised of any change in the time he or she anticipates returning to active duty. Teachers intending to resume teaching duties shall so notify the Office of the Superintendent as soon as they have recovered from their disability and shall furnish the Board proof of the continued disability at any time during such ability, if requested by the Superintendent of Schools. Unless waived by the Board, the teacher shall not be entitled to return to teaching duties unless at least two (2) calendar weeks' notice is given by the teacher of the intention to return to work prior to the end of the requested leave of absence.
5. Upon a teacher's return to work, the Board shall assign the teacher to the same position held by such teacher when leave commenced or comparable position.

C. Pregnancy, Temporary Disability Caused by Pregnancy and Child Care Leave (Refer to IC 20-28-10)

1. (a) A teacher who is pregnant may continue in active employment as late into pregnancy as she wishes, if she can fulfill the requirements of her position. Temporary disability caused by pregnancy shall be governed by the following:

(b) Any teacher who is pregnant shall be granted a leave of absence any time between the commencement of her pregnancy and one (1) year following the birth of the child if she notifies the Superintendent at least thirty (30) days before the date on which she wishes to start her leave. She shall notify the Superintendent of the expected length of this leave, including with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. However, in the case of a medical emergency caused by pregnancy, the teacher shall be granted leave, as otherwise provided in this section, immediately upon her request and the certification of the emergency from an attending physician.

(c) All or part of a leave taken by a teacher because of a temporary disability caused by pregnancy may be charged at her discretion, to her available accumulated sick days. However, the teacher is not entitled to take accumulated sick leave days when the teacher's physician certifies that the teacher can perform the teacher's regular teaching duties. The teacher is entitled to complete the remaining leave.
2. When requesting a leave under this section, a teacher shall provide an anticipated date of return. If a teacher returns on the announced notification date, the Board shall assign the teacher to the same position held by such teacher when leave commenced or to a comparable position. If the teacher desires to return prior to the announced return date, the teacher shall not, unless waived by the Board, be entitled to return to teaching duties unless two (2) weeks' notice is given by the teacher of her intention to return to work prior to the announced return date.
3. A teacher may extend her leave under this section after the announced return date if that teacher has a temporary disability caused by pregnancy.

D. Parental Leave

The Board shall grant a parental leave of absence not to exceed one (1) school year for purposes of childrearing, upon request of the teacher, in the following circumstances

1. When the teacher has exhausted the amount of leave under Section C of this Article, concerning pregnancy;
2. In case of a teacher who seeks a leave to begin at any time after the birth of his/her child; or
3. In the instance of an adoption of a child.

The provisions of Section B governing reemployment rights and notification requirements and responsibilities of teachers are applicable to teachers seeking leave under this Section.

E. Bereavement Leave

1. Five (5) paid school days shall be granted to a teacher for the death (including miscarriage or stillbirth) in the immediate family. The five (5) school day computation will not include the day

of the death if the teacher worked the day of death. The immediate family is defined as spouse, parent, child, step-child, foster child, unborn child of the employee or employee's spouse, mother-in-law, father-in-law, person living in the teacher's household, or any person for whom the teacher is the executor of that person's estate, holds that person's power of attorney, or is the sole surviving relative at the time of death. One of the above school days will be for attending the funeral.

2. Three (3) paid school days shall be granted to a teacher for the death of their brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandparent-in-law, grandchild, step-siblings, step-parents, step-parents-in-law, step-grandchildren, and step-grandparents. The three (3) school day computation will not include the day of death if the teacher worked the day of the death. One of the above days will be for attending the funeral. For the death of aunts/uncles, nieces/nephews, first cousins, teachers shall be granted one (1) paid day of leave for attending the funeral.
3. Leave under this provision may be taken any time during that contracted school year and supplemental contracted school year. Further, Teachers need not take their leave under this section consecutively.

F. Jury/Court Leave

Any teacher requested to serve on any jury or subpoenaed to appear in court for school-related business, shall be given such time off with pay necessary to perform aforementioned duties. The Board shall pay a teacher who serves on jury duty/testifies the difference between jury duty pay/witness fee and regular pay.

G. Foster Parent Leave

Teachers **required** to attend court proceedings for the purpose of being a Foster Parent, shall be given such time off necessary without the loss of compensation.

H. Political Leave (IC 20-28-10-16)

1. Teachers elected to political office and whose terms begin during the school year, will be granted leaves beginning on the first day of office and extending to the end of the school year.
2. Teachers elected to the Indiana General Assembly may continue as teachers but will be paid only for the number of teaching days the teacher actually teaches. Beginning with the first day of the legislature the teacher will be on leave and will be on leave until the last day of the General Assembly.

I. Professional Leave

The Board will grant paid professional leave to a teacher to attend conferences and seminars when it is determined that such leave will benefit the instructional program of the School Corporation. All professional leaves shall be approved by the building principal and the Superintendent.

A teacher may be granted a sabbatical leave in accordance with IC 20-28-10-1 for a period of up to one year for further study or career development.

J. Legislative Leave

When the Indiana General Assembly is in session, up to a total of five (5) school days may be allowed for teachers to attend. A maximum of four (4) teachers may be absent on any one school day. No more than two teachers may be absent from a building for legislative leave at a time. The president of the Association shall give the Superintendent and the building principal a written notice three (3) working days in advance. The association will reimburse the corporation for one-half (50%) of the total cost of the substitute teacher payment.

K. Association Leave

The President of the Association, or his/her designee, shall be allowed a total of five (5) school days per year for the purposes of conducting Association business. A maximum of four (4) teachers may be absent on any one school day. No more than two teachers may be absent from a building for Association leave at a time. The president of the Association shall give the Superintendent and the building principal a written notice three (3) working days in advance. The Association will reimburse the corporation for one-half (50%) of the total cost of the substitute teacher payment.

L. Leave Cancellation

A teacher who has made previous arrangements for sick leave, personal leave, or any other leave for which a substitute must be hired and then school was not in session will not be charged leave providing a substitute was not paid.

M. Other Leaves

Other leaves may be granted by the Board upon recommendation of the Superintendent. The following leaves would include educational conference, study, community service, and school visitation. Refer to School Board policy 3430 and 3430.01.

ARTICLE VI

SICK LEAVE BANK

A. The Board of School Trustees of the South Adams Schools shall recognize the South Adams Classroom Teachers' Association's Sick Leave Bank, with the following provisions:

1. The administrative provisions to implement this section shall be mutually agreed upon between the Board and the Association.
2. The purpose of the Sick Leave Bank is to relieve its members from undue financial burdens due to the absence from work on a long-term basis due to illness, injury, or incapacitation sufficiently severe that it would make their presence in school inadvisable.
3. Sick Leave Administration
 - a. The Association and the Superintendent of Schools shall appoint a Sick Leave Bank Committee to administer the sick leave bank. The committee will be composed of

four (4) members. The Association shall appoint three (3) teachers and the Superintendent shall appoint one (1) person representing the administration.

- b. Vacancies on the Committee shall be filled before the next meeting by the appropriate personnel.
- c. The Committee shall meet during the school year as needed.
- d. The Committee shall have the full responsibility in granting, denying, or suspending grants of sick leave days from the Bank.
- e. If appeal of any Committee decision becomes necessary, the final appeal will be to the entire current membership of the Bank.
- f. The Association's secretary shall prepare an annual report in conjunction with the Corporation's payroll clerk regarding days contributed by each teacher, days used, days accumulated, and days paid back. This report will be distributed to the President of the Association, the Superintendent, and made available to the Committee.
- g. Requests for use of the Bank and requests to donate days shall be made on forms developed mutually by the Association, the Corporation, and members of the Committee.

4. Criteria for Use of the Bank

- a. No waiting period shall be required.
- b. All current and previously accumulated sick and leave days must be exhausted by the individual.
- c. The applicant must be a current member in the Bank.
- d. The illness, injury, or incapacitation must be of a serious nature, to be determined by the Committee. The Committee may request a statement of the attending physician.
- e. If requested by the Committee, requests for sick leave credits from the sick leave bank shall be sustained by a statement from the medical doctor involved indicating the anticipated date of return to work.
- f. The maximum number of days granted will be thirty (30) school days for each unrelated disability.
- g. The days must be used before the last scheduled teacher's work day in the school year.
- h. A member may reapply with verification by the attending physician of continued serious illness. All re-applications will be considered by the Committee.

5. Eligibility for Use of the Bank

- a. Any certified personnel will be eligible to participate in the Bank.

- b. Any current member is eligible to request days from the Bank for his/her, or members of his/her immediate family, personal illness, injury, or incapacitation.
- c. Days from Bank cannot be used if and when disability resources from teacher retirement and social security become available and effective.
- d. Teachers on summer teaching employment shall not be eligible to use the Bank.

6. Composition of the Bank

- a. In order to become a member of the Bank, any certified staff, by October 1 of the school year, must donate one (1) day of his/her sick leave credit to the Bank.
- b. Any certified staff that is a member of the Bank may also voluntarily choose, by the end of the school year, to donate one (1) additional day of his/her sick leave credit to the Bank.
- c. Should the number of days in the Bank fall below 100 days, the Committee may request one additional day from the current staff in the bank. If a member chooses not to donate a day toward the Bank, they may be dropped from its membership.
- d. If a teacher decides to rejoin at a later date, or a corporation teacher decides to join for the first time, such teachers will be required to donate the number of days paid in by individual members during that time period.
- e. Sick leave days donated to the Bank by a member are considered as permanent contributions to the Bank and the teacher's election to donate is irrevocable.
- f. Upon return to work, the borrower shall repay the Bank at the rate of two (2) days per year for the days owed (computed as the number of days borrowed minus the number of days the borrower contributed). The Committee may waive a borrower's debt for extenuating circumstances.
- g. Should a sick leave bank member retire, resign or leave employment of the school corporation before repaying the Bank, the borrower shall repay the school corporation in cash for the Bank days borrowed in an amount equal to that paid to his/her substitute for the days borrowed from the Bank. The Committee may make exceptions to this provision and waive all or part of the debt.
- h. Should a sick leave bank participant die with days owed to the leave bank, the participant's debt shall be waived.

B. Donation of Sick Leave Days

A teacher is permitted to donate his/her sick leave days to another teacher if the teacher requesting the donated days, or the teacher's spouse, child, or parent, has an illness, injury, or incapacitation of a serious nature that has been certified by a licensed medical doctor and the teacher meets all other conditions set forth herein. Before a teacher may request that other teachers donate their sick leave days to him/her for a reason permitted under this provision, the teacher requesting the donated days must have already exhausted all other forms of paid leaves that he/she has available to him/her, and if applicable pursuant to Article VI herein all days available under the sick leave bank.

The teacher requesting the donated sick leave days must make a written request to the Superintendent's Office to be considered for donated sick leave days, and such written request must be accompanied by written medical certification. The Sick Leave Bank Committee shall have the full responsibility in granting or denying the request and determining the number of days approved. If the committee determines that the request meets the criteria and approves it, then the Superintendent, with the requesting teacher's written consent, will notify all teachers of the requesting teacher's request for donated sick leave days. No teacher shall be required to donate his/her sick leave days to another teacher under this provision. There will be a cap on the total number of sick leave days that may be collectively donated by teachers employed by the School Corporation to any individual teacher, which will be no more than 30 days for each unrelated disability. The Central Office will put an administrative approval process in place so that donated days under this provision may be tracked by the Central Office. *(This approval process provision is included for informational purposes only and has not been bargained.)*

ARTICLE VII

PAYROLL DEDUCTION

Upon written authorization from a teacher, the Board shall deduct from any teacher's salary and make appropriate remittance for permitted annuities, health insurance, Section 125, American Fidelity and others as permitted by law.

ARTICLE VIII

SALARIES

- A. Teachers shall continue to receive their salary paychecks in twenty-six (26) pays, as was started on January 1, 2008.
- B. Teachers will receive their paychecks via direct deposit.
- C. Teacher Compensation Formula is included in Appendix A.
- D. Salary stipends for extracurricular activities are included in Appendix B.
- E. As a wage-related benefit, a teacher may use his/her self-created work products as they see fit including but not limited to selling such items or taking copies when leaving the corporation. The corporation shall also retain ownership of said materials.

INSURANCE

A. Health and Hospitalization

The Board agrees to make available to the teachers a health insurance plan, which provides hospital, surgical and medical benefits, upon acceptance of written application from the teacher. The Board and the SACTA agree upon the following:

1. Teachers may choose any health insurance plan offered by the School Employees Benefit Trust.

2. The Board shall pay the following amount for each insurance plan:

Network PPO		HDHP-1		HDHP-2	
FAMILY	SINGLE	FAMILY	SINGLE	FAMILY	SINGLE
16,028.00	6,316.00	15,908.00	6,268.00	15,860.00	6,244.00

Teachers shall pay the remainder of the premium no matter what insurance plan they choose. If the insurance plan premium is less than the Board's contribution, the Board will deposit the remaining amount into the teacher's Section 125 Flexible Benefit Plan for medical reimbursements.

3. New premium deductions begin in December.
4. The School Employees Benefit Trust (SEBT) South Adams representatives will notify the negotiation parties (SACTA and the School Board) of any change in health care cost within 10 working days of the SEBT meeting in which any change in health care costs have been ratified.
5. SACTA will bring to the South Adams School Board for ratification the teacher SEBT representative. The teacher representative will remain on the SEBT board until that representative resigns or SACTA reappoints a different representative.
6. In the event that the South Adams Schools should leave SEBT, then whoever would be the South Adams representatives regarding the medical insurance would be responsible for notifying SACTA and the School Board of any change in health benefits.

A. Term Life Insurance

The Board agrees to make available to members of the unit group term life insurance in the amount of \$50,000 with accidental death benefits. The board will pay all but \$1.00 of the annual premium cost.

B. Insurance Tax Benefits – Section 125

The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to all teachers in South Adams Schools. An amount not to exceed 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, long-term disability, short term disability, Section 79 Life, non-reimbursed medical expenses, and dependent care. All administrative fees shall be paid by the board. The plan shall be for a period of one year and be subject to review and renewal.

C. Long Term Disability Insurance

The Board agrees to make available to members of the unit group Long Term Disability Insurance with an elimination period of 180 calendar days and a disability benefit equivalent to 66 2/3% of the employees' pre-disability income. The Board will pay the premium for this coverage.

- D. Dental and Vision Insurance – The parties agree that dental and vision insurances will not be provided as a Board-paid fringe benefit.

ARTICLE IX

TERMS OF AGREEMENT

Any provision of this contract determined to be in violation of state law by the Indiana Department of Education, the Indiana State Board of Education, the Indiana Education Employment Relations Board, State Board of Accounts, or any division or department of the State of Indiana with appropriate jurisdiction shall be considered to be null and void, with the remaining contract provisions to be binding upon the parties pending subsequent negotiations.

This agreement shall be effective as of July 1, 2023, through June 30, 2025.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed by the respective presidents and secretaries on the 14th day of November 2023.

BOARD OF SCHOOL
TRUSTEES OF
SOUTH ADAMS SCHOOLS

SOUTH ADAMS CLASSROOM
TEACHERS'
ASSOCIATION

(Arlene Amstutz, President)

(Julia Reef, President)

(Landon Patterson, Secretary)

(Sabrina Grose, Secretary)

This agreement shall be effective through June 30, 2025.

Appendix A – Compensation Formula Description

This agreement between parties is entered into by the Board of School Trustees of the South Adams Schools ("Board") and the South Adams Classroom Teacher Association ("Association") for the purpose of describing the compensation system to be used when bargaining commences on, which is in compliance with LC. 20-28-9-1.5. Specifically, the Board and the Association agree to the following:

- A. Teacher Base Salary Range is \$40,000 to \$73,325 prior to any increases or TRF contributions for the current contract period.
- B. A new teacher's initial base salary will correspond to the salary schedule in Appendix D. The superintendent has the latitude to offer incentives to recruit teachers after consultation with the SACTA president before an offer has been made to the teacher. The superintendent's discretion to set a newly hired teacher's salary higher than the amount scheduled in Appendix D is limited to the salary range and no more than \$3,000 above the scheduled amount.
- C. The Superintendent shall have the discretion to increase an eligible teacher's salary by an additional \$1,500 for the purpose of meeting academic needs of students. Meeting academic needs of students is defined as the need to retain teachers important to the corporation. The Superintendent will consult with SACTA's President prior to extending such an offer.
- D. General eligibility: Teachers who are evaluated as Needs Improvement or Ineffective (the bottom two categories in the adopted teacher evaluation plan) are not eligible to receive any salary increase for any category or a stipend.

The parties did not bargain the following information about the final summative teacher evaluation score and is included only for informational purposes.

The final summative teacher evaluation score is comprised of two measures:

- E. Teacher Effectiveness Rubric - This rubric is based on evidence and the professional judgment of the primary evaluator. The rubric is 90% of the final evaluation score and will be completed by August 1.
- F. School-wide Learning Measure -This measure is 10% of the final evaluation score and is based on the DOE's letter grade of the school or other mutually agreed upon student data measure.

Merit Pay

- A. Factors and Definitions
 - 1. Updated new hire salary schedules for the 2023-2024 and 2024-2025 school years are attached at Appendix D.
 - 2. Evaluation: The teacher received an evaluation of Effective or Highly Effective in the prior school year:
 - 2023-2024 – Teachers who qualify for this factor shall receive \$3,000 increase to their base salary.
 - 2024-2025 – Teachers who qualify for this factor shall receive \$1,500 increase to their base salary.
 - 3. Experience: Teacher worked as a teacher for the corporation in the prior school year:
 - 2023-2024 – Teachers who qualify for this factor shall receive a \$500 increase to their base salary.
 - 2024-2025 – Teachers who qualify for this factor shall receive a \$500 increase to their base salary.
 - 4. Education: (Teacher retention catch-up): If the teacher obtained a content area master's degree during either the 2022-23 or 2023-24 school year, the teacher will get a base salary increase, of up to an additional \$3,500 or the amount necessary so that the teacher's base salary is equal to the appropriate cell for years of experience on the new hire scale for teachers with a master's degree, whichever is less.
- B. The teacher must be under contract for the current school year to be eligible for merit pay based on the prior school year.
- C. Pay increases not earned by teachers rated as Improvement Necessary and Ineffective will be redistributed evenly to the teachers who did earn a pay increase. Any redistribution will be paid as a stipend.
- D. The Board did not agree to any new or additional understanding to apply the new hire salary guide to existing teachers, except as explicitly described herein for the two school years in question.

Appendix B – Extra-Curricular Stipends

South Adams Schools Extra-Curricular Schedule

For Informational Purposes Only:

The recognition status of the current Head of the Music Department is addressed in the Memorandum of Understanding attached to this contract.

Salary	Position	# of Positions (included merely for informational purposes)	Total
\$8,376	Football – Varsity	1	\$8,376
\$3,960	Football – Varsity Assistant	1	\$3,960
\$3,500	Football – Varsity Assistant	1	\$3,500
\$3,500	Football – Varsity Assistant	1	\$3,500
\$3,500	Football – JV	1	\$3,500
\$1,697	Football – Head Middle School	1	\$1,697
\$1,591	Football – Middle School	1	\$1,591
\$1,591	Football – Middle School	1	\$1,591
\$8,376	Boys Basketball – Varsity	1	\$8,376
\$4,208	Boys Basketball – Var Assistant	1	\$4,208
\$4,208	Boys Basketball – JV	1	\$4,208
\$3,642	Boys Basketball – Freshmen	1	\$3,642
\$2,228	Boys Basketball – 8 th Grade	1	\$2,228
\$2,228	Boys Basketball – 7 th Grade	1	\$2,228
\$8,376	Girls Basketball – Varsity	1	\$8,376
\$4,208	Girls Basketball – Var Asst/JV	1	\$4,208
\$4,208	Girls Basketball – JV	1	\$4,208
\$3,642	Girls Basketball – 9/C Team	1	\$3,642
\$2,228	Girls Basketball – 8 th Grade	1	\$2,228
\$2,228	Girls Basketball – 7 th Grade	1	\$2,228
\$5,693	Baseball – Varsity	1	\$5,693
\$2,900	Baseball – Varsity Assistant	1	\$2,900
\$2,086	Baseball – JV	1	\$2,086
\$5,693	Swim – Head (Boys & Girls)	1	\$5,693
\$1,238	Swim – Assistant	1	\$1,238
\$1,238	Swim – Assistant	1	\$1,238
\$1,167	Swim – Middle School	1	\$1,167
\$2,404	Golf – Girls Varsity	1	\$2,404
\$2,404	Golf – Boys Varsity	1	\$2,404
\$5,130	Wrestling – Varsity	1	\$5,130
\$2,122	Wrestling – Assistant	1	\$2,122
\$2,122	Wrestling – Assistant	1	\$2,122
\$2,122	Wrestling – Head Middle School	1	\$2,122
\$2,122	Wrestling – Asst Middle School	1	\$2,122
\$8,376	Volleyball – Varsity	1	\$8,376
\$3,960	Volleyball – Varsity Assistant	1	\$3,960
\$3,501	Volleyball – JV	1	\$3,501
\$1,450	Volleyball – 8 th Grade	1	\$1,450
\$1,450	Volleyball – 7 th Grade	1	\$1,450
\$3,147	Cross Country – 6-12 (Boys & Girls)	1	\$3,147
\$1,114	Cross Country – 6-12 Assistant	1	\$1,114

\$1,114	Cross Country – 6-12 Assistant	1	\$1,114
\$2,298	Soccer – Boys Varsity	1	\$2,298
\$1,308	Soccer – Boys JV	1	\$1,308
\$2,298	Soccer – Girls Varsity	1	\$2,298
\$1,308	Soccer – Girls JV	1	\$1,308
\$3,642	Track – Head (Boys and Girls)	1	\$3,642
\$1,591	Track – Assistant	1	\$1,591
\$1,591	Track – Assistant	1	\$1,591
\$1,591	Track – Assistant	1	\$1,591
\$1,450	Track – Head Middle School	1	\$1,450
\$796	Track – Assistant Middle School	1	\$796
\$796	Track – Assistant Middle School	1	\$796
\$2,652	Tennis – Boys Varsity	1	\$2,652
\$1,308	Tennis – Boys Assistant	1	\$1,308
\$2,652	Tennis – Girls Varsity	1	\$2,652
\$1,308	Tennis – Girls Assistant	1	\$1,308
\$5,693	Softball – Varsity	1	\$5,693
\$2,900	Softball – Varsity Assistant	1	\$2,900
\$2,086	Softball – Assistant	1	\$2,086
\$1,627	Fall Cheerleaders – Varsity/JV	1	\$1,627
\$1,139	Fall Cheerleaders – Assistant	1	\$1,139
\$1,139	Fall Cheerleaders – Middle School	1	\$1,139
\$1,627	Winter Cheerleaders – Varsity/JV	1	\$1,627
\$1,139	Winter Cheerleaders – Assistant	1	\$1,139
\$1,139	Winter Cheerleaders – Middle School	1	\$1,139
\$1,774	Auditorium Director	1	\$1,774
\$1,450	Vocal Music	1	\$1,450
\$884	Auxiliary Corp	1	\$884
\$566	Elementary Musical	1	\$566
\$4,218	Spring Musical**	1	\$4,218
\$389	Elementary Yearbook	3	\$1,167
\$389	Middle School Yearbook	2	\$778
\$1,485	High School Yearbook	1	\$1,485
\$778	Student Government – High School	2	\$1,556
\$778	Student Government – Middle School	2	\$1,556
\$283	Student Government – Elementary	1	\$283
\$566	Class Sponsor – Grades 9-12	4	\$2,264
\$566	Department Chair – Grades 9-12	14	\$7,924
\$566	Team Leaders – Grades 6-8	4	\$2,264
\$566	Elementary Grade Chairs – K-5	9	\$5,094
\$424	National Honor Society	1	\$424
\$424	SADD	1	\$424
\$424	High School STEM Club	1	\$424
\$283	Chess Club Sponsor – Grades 4-5	1	\$283
\$283	Elem & Middle School STEM Club	2	\$566
\$283	BPA Sponsor	1	\$283
\$283	GOC Sponsor	1	\$283

*The athletic department is responsible for filling all coaching vacancies. Only necessary vacancies will be filled, according to the ECA schedule. If, however, a head coach wants to add a coach to his/her staff, he/she may be able to do so, at the discretion of the Athletic Director. All coaches, including the head coach, must agree to a pay cut. The head coach and Athletic Director will meet and determine exactly how the pay cuts will be administered. Once the AD, the head coach and all assistants agree with the terms, the proposal will be sent to the Superintendent for final approval.

** The total for the Spring musical will not exceed \$4,218 and will be divided up according to prices and fees for the musical.

For Information Purposes Only:

Teaching Positions with additional days added to their contract. Days are paid at teacher's daily rate.

Machine Trades	18 days
Auto Mechanics	18 days
Fire and Rescue	18 days
Agriculture Teacher/FFA	38 days
High School Counselor	17 days
Middle School Counselor	17 days
Elementary Counselor	10 days
Instructional Support Specialist	12 days
On-track Coordinator	17 days
Alternative Coordinator/Teacher	5 days
Work-Based Learning Coordinator	3 days

Appendix C – SOUTH ADAMS GRIEVANCE FORM

Information Grievance (optional) – date of contact: _____

LEVEL ONE

Date submitted to principal: _____ Must be within twenty (20) working days of the event

Name of Grievant: _____

Date(s) of Grievance: _____

Person accused of Grievance: _____

Please state the facts of the allegation. Identify by specific reference all Articles of Sections of the contract alleged to be violated. State the contention with respect to the Articles or Sections. Indicate the specific relief requested. Please include any copies of documentation you may have.

Response to grievance by principal

Signature _____
Must be within ten (10) working days of receiving Grievance

Date _____

LEVEL TWO

Date submitted to Superintendent: _____

Must be within ten (10) working days of receipt of Level One decision

Response to Grievance by Superintendent

Signature _____
Must be within ten (10) working days of receiving appeal

Date _____

LEVEL THREE

Date submitted to School Board _____

Must be within five (5) working days of receive of Level Two decision

Response to Grievance by School Board

Signature _____
Must be within twenty-five (25) days of receiving appeal

Date _____

Appendix D
2023 – 2025 New Teacher Hire Guide

Years	Bachelors	Masters	Bachelors	Masters
	2023 – 2024	2023 – 2024	2024 – 2025	2024 – 2025
0	\$42,850.00	\$42,850.00	\$44,200.00	\$44,200.00
1	\$43,500.00	\$43,500.00	\$44,850.00	\$44,850.00
2	\$44,150.00	\$44,575.00	\$45,500.00	\$45,500.00
3	\$44,800.00	\$45,650.00	\$46,150.00	\$46,575.00
4	\$45,450.00	\$46,725.00	\$46,800.00	\$47,650.00
5	\$46,100.00	\$47,800.00	\$47,450.00	\$48,725.00
6	\$46,750.00	\$48,875.00	\$48,100.00	\$49,800.00
7	\$47,400.00	\$49,950.00	\$48,750.00	\$50,875.00
8	\$48,050.00	\$51,025.00	\$49,400.00	\$51,950.00
9	\$48,700.00	\$52,100.00	\$50,050.00	\$53,025.00
10	\$49,350.00	\$53,175.00	\$50,700.00	\$54,100.00
11	\$50,000.00	\$54,250.00	\$51,350.00	\$55,175.00
12	\$50,650.00	\$55,325.00	\$52,000.00	\$56,250.00
13	\$51,300.00	\$56,400.00	\$52,650.00	\$57,325.00
14	\$51,950.00	\$57,475.00	\$53,300.00	\$58,400.00
15	\$52,600.00	\$58,550.00	\$53,950.00	\$59,475.00
16	\$53,250.00	\$59,625.00	\$54,600.00	\$60,550.00
17	\$53,900.00	\$60,700.00	\$55,250.00	\$61,625.00
18	\$54,550.00	\$61,775.00	\$55,900.00	\$62,700.00
19	\$55,200.00	\$62,850.00	\$56,550.00	\$63,775.00
20	\$55,850.00	\$63,925.00	\$57,200.00	\$64,850.00
21	\$56,500.00	\$65,000.00	\$57,850.00	\$65,925.00
22	\$57,150.00	\$66,075.00	\$58,500.00	\$67,000.00
23	\$57,800.00	\$67,150.00	\$59,150.00	\$68,075.00
24	\$58,450.00	\$68,225.00	\$59,800.00	\$69,150.00
25	\$59,100.00	\$69,300.00	\$60,450.00	\$70,225.00
26	\$59,750.00	\$70,375.00	\$61,100.00	\$71,300.00
27	\$60,400.00	\$71,450.00	\$61,750.00	\$72,375.00
28	\$61,050.00	\$72,525.00	\$62,400.00	\$73,450.00
29	\$61,700.00	\$73,600.00	\$63,050.00	\$74,525.00
30	\$62,350.00	\$74,675.00	\$63,700.00	\$75,600.00
31+	\$63,000.00	\$75,750.00	\$64,350.00	\$76,675.00

Memorandum of Understanding

This Memorandum of Understanding (“Memo”) is entered into by the Board of School Trustees of South Adams Schools (“Board”) and the South Adams Classroom Teachers Association (“Association”) for the purpose of dealing with certain positions in the collective bargaining agreement. Specifically, the Board and the Association agree:

- 1. The position of the Head of the Music Department currently held by Curtis Amstutz will be grandfathered, and Curtis Amstutz will be entitled to receive the same benefits as other administrators, even though his position is no longer considered to be an administrative position. When Curtis Amstutz leaves the Head of the Music Department position, the position shall be placed on the ECA Schedule and shall no longer be considered to be an administrative position.*
- 2. This Memorandum of Understanding shall remain in effect until such time as Curtis Amstutz leaves the Head of the Music Department position. Once this event occurs, this Memorandum of Understanding shall be removed from the contract and shall not be a part of the status quo agreement.*

*Board of School Trustees of
the South Adams Schools*

*By: _____
Michelle Clouser-Penrod, Superintendent*

*South Adams Classroom Teachers
Association*

*By: _____
Julia Reef, President*