

AGREEMENT

Between

NORTH ADAMS COMMUNITY SCHOOLS

And

NORTH ADAMS TEACHERS ASSOCIATION

Dated: July 1, 2026

for

School Years 2026-2027

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PREAMBLE

This Agreement is effective from July 1, 2026 through June 30, 2027, 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 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 nonteaching 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 RETIREMENT

This Article provides information concerning retirement and retirement benefits for those staff who did or plan to retire on or after August 1, 2005. Any teacher who was under contract in a certificated position recognized by the Indiana Department of Education with North Adams Community Schools in the 2004-05 school year should see Appendix D for information concerning VEBA and terms of the P.L. 199 Agreement.

1. 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:

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

3. 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 in Section A of this Article.

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 510-8-2-6. Therefore, this right to extended coverage shall not override any rights to continuing health care coverage as required by COBRA.

4. 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.

5. 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.

6. RETIREMENT INSURANCE BENEFITS

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

7. 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 2026-27 school year, the salaries of returning full-time teachers were between \$45,000 and \$69,138.
2. The salary range after increases are awarded is from \$46,500 to \$69,638 for fulltime teachers in compliance with I.C. §20-28-9-26.
3. For the 2026-2027 school year, the base salary for a new teacher with no prior teaching experience is \$46,500. A new teacher with previous teaching experience will have their base pay set equal to that listed in Appendix C corresponding to their prior experience levels.

B. Literacy Endorsement Base Salary Differentiation

Prior to receipt of increases described in Section C below, the base salary of teachers who possess a literacy endorsement as defined under I.C. 20-28-5-19.7 on their teaching license or have applied for such addition to their teaching license to the IDOE as demonstrated by uploading passing Praxis scores and certification of completion of required coursework to LVIS by October 15, 2026 will be adjusted, as needed, to reflect a \$250 differential (in comparison to the base salary of teachers who otherwise have the same credentials but do not possess the literacy endorsement).

C. Compensation Model

1. Eligibility Statement: To be eligible for a salary increase in the 2026-2027 school 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 2025-2026 school year,
- b. Be under contract in 2026-2027, and
- c. Have been rated as Highly Effective or Effective in the 2025-2026 school year.

Staff who fail to meet any of these criteria are not eligible for a salary increase in the current year.

2. Factors and Definitions: Salary increases will be based upon the following factors:

- a. Evaluation—The teacher was rated Highly Effective or Effective in the 2025-2026 school year.
- b. 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.

3. Distribution:

- a. Evaluation Rating--Teachers with a 2025-2026 evaluation rating of Highly Effective or Effective will receive a base salary increase of \$500.
- b. Academic Needs—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 maximum available base salary increase for the academic needs differential is \$2,350.
 - i. Teachers with a salary equal to or greater than \$45,700 and less than \$45,950 after an increase for evaluation will receive such an amount as will increase their salary to \$47,100.
 - ii. Teachers with a salary greater than or equal to \$45,950 and less than \$46,200 after an increase for evaluation will receive such an amount as will increase their salary to \$47,400.
 - iii. Teachers with a salary greater than or equal to \$46,200 and less than \$46,450 after an increase for evaluation will receive such an amount as will increase their salary to \$47,700.

- iv. Teachers with a salary greater than or equal to \$46,450 and less than \$46,750 after an increase for evaluation will receive such an amount as will increase their salary to \$48,000.
- v. Teachers with a salary greater than or equal to \$46,750 and less than \$47,050 after an increase for evaluation will receive such an amount as will increase their salary to \$48,400.
- vi. Teachers with a salary greater than or equal to \$47,050 and less than \$47,400 after an increase for evaluation will receive such an amount as will increase their salary to \$48,800.
- vii. Teachers with a salary greater than or equal to \$47,400 and less than \$47,750 after an increase for evaluation will receive such an amount as will increase their salary to \$49,200.
- viii. Teachers with a salary greater than or equal to \$47,750 and less than \$48,150 after an increase for evaluation will receive such an amount as will increase their salary to \$49,600.
- ix. Teachers with a salary greater than or equal to \$48,150 and less than \$48,550 after an increase for evaluation will receive such an amount as will increase their salary to \$50,000.
- x. Teachers with a salary greater than or equal to \$48,550 and less than \$48,950 after an increase for evaluation will receive such an amount as will increase their salary to \$50,500.
- xi. Teachers with a salary greater than or equal to \$48,950 and less than \$49,450 after an increase for evaluation will receive such an amount as will increase their salary to \$51,000.
- xii. Teachers with a salary greater than or equal to \$49,450 and less than \$49,950 after an increase for evaluation will receive such an amount as will increase their salary to \$51,500.
- xiii. Teachers with a salary greater than or equal to \$49,950 and less than \$50,450 after an increase for evaluation will receive such an amount as will increase their salary to \$52,000.

- xiv. Teachers with a salary greater than or equal to \$50,450 and less than \$50,750 after an increase for evaluation will receive such an amount as will increase their salary to \$52,500.
- xv. Teachers with a salary greater than or equal to \$50,750 and less than \$51,500 after an increase for evaluation will receive such an amount as will increase their salary to \$53,100.
- xvi. Teachers with a salary greater than or equal to \$51,500 and less than \$52,000 after an increase for evaluation will receive such an amount as will increase their salary to \$53,700.
- xvii. Teachers with a salary greater than or equal to \$52,000 and less than \$52,650 after an increase for evaluation will receive such an amount as will increase their salary to \$54,300.
- xviii. Teachers with a salary greater than or equal to \$52,650 and less than \$53,300 after an increase for evaluation will receive such an amount as will increase their salary to \$54,900.
- xix. Teachers with a salary greater than or equal to \$53,300 and less than \$54,000 after an increase for evaluation will receive such an amount as will increase their salary to \$55,500.
- xx. Teachers with a salary greater than or equal to \$54,000 and less than \$54,700 after an increase for evaluation will receive such an amount as will increase their salary to \$56,150.
- xxi. Teachers with a salary greater than or equal to \$54,700 and less than \$55,400 after an increase for evaluation will receive such an amount as will increase their salary to \$56,800.
- xxii. Teachers with a salary greater than or equal to \$55,400 and less than \$56,200 after an increase for evaluation will receive such an amount as will increase their salary to \$57,450.
- xxiii. Teachers with a salary greater than or equal to \$56,200 and less than \$57,800 after an increase for evaluation will receive such an amount as will increase their salary to \$58,100.

- xxiv. Teachers with a salary greater than or equal to \$57,800 and less than \$58,600 after an increase for evaluation will receive such an amount as will increase their salary to \$59,450.
- xxv. Teachers with a salary greater than or equal to \$58,600 and less than \$59,400 after an increase for evaluation and experience will receive such an amount as will increase their salary to \$60,150.
- xxvi. Teachers with a salary greater than or equal to \$59,400 and less than \$63,300 after an increase for evaluation will receive such an amount as will increase their salary to \$60,850.
- xxvii. Teachers with a salary greater than or equal to \$60,300 and less than \$61,000 after an increase for evaluation will receive such an amount as will increase their salary to \$61,550
- xxviii. Teachers with a salary greater than or equal to \$61,000 and less than \$61,900 after an increase for evaluation will receive such an amount as will increase their salary to \$62,250.
- xxix. Teachers with a salary greater than or equal to \$61,900 and less than \$62,800 after an increase for evaluation will receive such an amount as will increase their salary to \$63,050.
- xxx. Teachers with a salary greater than or equal to \$62,800 and less than \$63,600 after an increase for evaluation will receive such an amount as will increase their salary to \$64,050. These staff will also receive a \$550 stipend to make the sum of their increase to base and stipend equal to \$1,500.
- xxxi. Teachers with a salary greater than or equal to \$63,600 after an increase for evaluation will receive a \$500 increase to their base. These staff will also receive a \$1,000 stipend such that the sum of their increase to base and stipend is \$1,500.

Compensation Plan Summary

- Total Possible Base Salary Increase Available to Teachers Under the Compensation Plan = \$2,850
- Increase attributable to education and experience is \$0.

- Increase attributable to academic needs is \$2,350, which is 82.5% of the total possible increase.
 - Increase attributable to evaluation rating is \$500 for those who received an Effective or Highly Effective rating in the 2025-26 school year.
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. New Hire Salary Comparison
 - a. 2025-2026 New Teacher Starting Minimum Salary was \$45,000.
 - b. 2026-2027 New Teacher Starting Minimum salary is \$46,500.
 - c. Increase in New Teacher Starting Minimum Salary is \$1,500.
 6. A newly hired teacher shall be placed on the new teacher salary schedule (See Appendix C) in the row that corresponds to the teacher's experience. Newly hired teachers who possess a literacy endorsement on the date of hire or by October 15 of each year will receive an additional \$250.
 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 who is newly hired by North Adams Community Schools. The additional compensation granted for these hard-to-fill positions will not exceed \$5,000. The Superintendent will notify the NATA president when these funds are granted.
- D. 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 listed in 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.
 - a. The multiple positions listed for some extra-curricular positions were not bargained and are for informational purposes only
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.
 - a. The number of days listed for extended contracts were not bargained and are listed for informational purposes only.
5. Elementary teachers who perform the ancillary duty of covering 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 pro-rated.
6. Middle School and High School teachers who perform the ancillary duty of covering another teacher's class during their preparation time because there is no substitute available will be compensated \$10 per period.

E. 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.

F. 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.

G. 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.

H. Upon completion of and submission of transcripts from the issuing institution for master's degrees in the following areas and used in the stated capacities, qualifying staff shall receive a \$3,500 supplemental payment annually as long as they remain working in the capacity providing eligibility. Those master's degrees and contexts considered for this item are:

- a. In a content area directly related to the subject of a dual credit course offered by NACS at the time of request and for which the teacher is teaching or been asked to teach.
- b. In elementary education with a concentration in math, reading, or literacy.
- c. Areas which would allow the teacher to be licensed as a school counselor or social worker when the teacher is working as such or has been asked to work as such.

- d. Curriculum, assessment, and/or instruction (or areas related to) when the teacher is working as an instructional coach or asked to serve as such at the time of request.
- e. An area that would allow the teacher to be a licensed Speech Language Pathologist when the teacher is working as such or been asked to work as such.

The supplemental payment for master's degrees was not bargained and is listed for informational purposes only.

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 2027.
 - a. For the Network Plan, the Board shall pay \$16,837.90 toward the premium for the family plan and \$7,871.24 for the single plan. Teachers will pay the remainder of the premium.
 - b. For the HDHP 1 Plan, the Board shall pay \$14,340.34 toward the premium for the family plan and \$5,997.22 for the single plan. Teachers will pay the remainder of the premium.
 - c. For the HDHP 2 Plan, the Board shall pay \$12,460.50 toward the premium for the family plan and \$5,275.93 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 2% of the premium for the HDHP1 or HDHP2 family plans or two single high-deductible plans for spouses both eligible for, and participating in, Health Insurance coverage. If the employees choose a Network Deductible PPO Plan, the employer will contribute the amount described above in this section for the similar HDHP 1 plan. Teachers will pay the remainder of the premium. For those staff who choose a HDHP 1 or HDHP 2 plan, the Board shall contribute the

following amounts toward a Health Savings Account (HSA) in two installments. For the 2027 HDHP 1 plan, those contributions toward an HSA will be \$2,200 per single plan and \$4,000 for family plans. For the 2027 HDHP 2 plan, those contributions toward an HSA will be \$3,000 per single plan and \$8,000 for family plans.

- 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 59% of the employee portion of the contribution toward the premium for the HDHP 1 OR HDHP 2 family plan or two single high deductible plans for spouses both eligible for, and participating in, health insurance coverage. If the employees choose a Network Deductible PPO Plan, the employer will contribute the amount described above in this section for the similar HDHP 1 plan. Teachers will pay the remainder of the premium. For those staff who choose a HDHP 1 or HDHP 2 plan, the Board shall contribute the following amounts toward a Health Savings Account (HSA) in two installments. For the 2027 HDHP 1 plan, those contributions toward an HSA will be \$1,298 per single plan and \$2,360 for family plans. For the 2027 HDHP 2 plan, those stipends toward an HSA will be \$3,540 per single plan and \$4,720 for family plans.
- 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.

7. Documentation from a healthcare provider may be required by a teacher's supervisor if a pattern of absence is recognized, three (3) or more consecutive illness days are used, and for illness leaves beyond eight (8) undocumented days during a school year.

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 during 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 prekindergarten age (as defined by Indiana Law) child when 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, 2026 and shall continue in effect to June 30, 2027.
- B. Either party may serve notice upon the other not less than one hundred eighty (180) days prior to June 30, 2027 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, 2026 and entered 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 on November 10, 2026.

Additionally, the undersigned attest to the following:

- A public hearing was held in compliance with I.C. § 20-29-6-1(b) on September 24, 2026, 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 13, 2026 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
6 th grade	\$515

BASKETBALL: GIRLS

Varsity	.225
Assistant (2)	.11
8 th grade	.07
7 th grade	.07
6 th grade	\$515

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: BOYS

Varsity	.11
Assistant (1)	.059

VOLLEYBALL: GIRLS

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

WRESTLING: BOYS

Varsity	.22
Assistant	.11
Middle School varsity	.06
Middle School assistant	.04
Elementary	\$176

WRESTLING: GIRLS

Varsity	.17
Assistant	.0875

YEARBOOKS:

High School	.065
Middle School	.035
Elementary (2)	\$293

DRAMATICS:

High School Fall Play	.06
High School Spring Musical	.06
Assistant	.04

SPEECH:

High School	.12
Assistant	.035
Middle School	.035
I.T.S.	.035

CLASS SPONSORS:

Senior (2)	\$234
Junior (2)	\$410
Sophomore (2)	\$176
Freshman (2)	\$117

ACADEMIC COMPETITION:

High School	\$1,170
Middle School	\$1,170
Elementary School	\$585

SCHOLASTIC CLUBS:

Content Area-Specific Club	\$59
(New clubs subject to Superintendent Approval)	

Agriculture Club Sponsor	.05
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H.S. Journalism	.05
Vocal Music, HS	.18
Vocal Music Asst., HS	.035
Inst Music, HS Dir	.18
Inst Music, MS.	.035
Intramurals - 2 activities	\$293 per activity
National Honor Soc	\$585
Student Council HS	\$1638
Student Council MS	\$293
Sunshine Society (2 if 30+ participants)	\$176
Theatre Director	.055
Technology Coordinator	\$527TSA
(Technology Student Association)	\$600
Teaching a dual credit class	
Semester	\$250
Full year	\$500

Travel--Between 3 or more schools	\$585
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HS Assistant Athletic Director	.25
MS Assistant Activities Director	.10
ELL Coordinator	\$3,000
Librarian	15 days
ICE/WBL Coordinator	5 days
Social Worker (LSS)	10 days
Guidance Counselor (LSS)	10 days
Agriculture Teacher	20 days
HSE Teacher	5 days
Instructional Coach	10 days
MS Testing and High Ability Coordinator	5 days
HS Testing and Dual Credit Coordinator	15 days
HS Building Leadership Team Member (7)	\$819
MS Building Leadership Team Member (5)	\$819
BES Building Leadership Team Member (9)	\$819

Head coaches or his/her designee, will be paid \$10.00 per hour for time spent off-season for conditioning to a maximum of the following for each sport:

Football	\$2,000
Boys' Basketball	\$2,000
Girls' Basketball	\$2,000
Wrestling	\$1,000
Volleyball	\$ 500
Baseball	\$ 500
Softball	\$ 500
All other sports	\$ 250

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 2026-2027 New Hire Minimum Salary Schedule

Years' Experience	Base Rate
0	\$46,500
1	\$46,800
2	\$47,100
3	\$47,400
4	\$47,700
5	\$48,000
6	\$48,400
7	\$48,800
8	\$49,200
9	\$49,600
10	\$50,000
11	\$50,500
12	\$51,000
13	\$51,500
14	\$52,000
15	\$52,500
16	\$53,100
17	\$53,700
18	\$54,300
19	\$54,900
20	\$55,500
21	\$56,150
22	\$56,800
23	\$57,450
24	\$58,100
25	\$58,750
26	\$59,450
27	\$60,150
28	\$60,850
29	\$61,550
30	\$62,250
31	\$63,050
32	\$64,050

APPENDIX D

North Adams Community Schools PL199 AGREEMENT

This section describes the retirement benefits afforded to those staff hired by and under contract with North Adams Community Schools in the 2004-05 school year and who were otherwise eligible for the benefits described below through the P.L. 199 Agreement.

A. BUYOUT OF RETIREMENT BENEFITS

1. 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 Appendix 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.
- c. The teacher was under contract with North Adams Community Schools in the 2004-05 school year in a certificated position.

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

In order to buy out the early retirement and severance benefits the value of the benefits at the time of the buy out was determined. In making this determination, the following assumptions were agreed upon:

- a. The assumed interest rate for the purpose of determining the value was six percent (6%).
- b. It was assumed an employee would not retire until he/she reached full retirement eligibility as defined by ISTR.
- c. The Board's contribution to the annual post-retirement single or family health insurance premiums was 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 has and shall be applied in the amount of 8% with adjustments as agreed to. Furthermore, payments are deemed to terminate when the individual would otherwise be eligible for Medicare.

- d. The anticipated amount of the retirement bridge was determined as described below. Again, it was assumed that individuals would not retire until satisfaction of the eligibility requirements for retirement described in Article III of this Agreement were met.
 - i. 14% with fifteen years' experience
 - ii. 1% added for each additional year of experience beyond the fifteenth year.
- e. Using the method of calculation described in Item *d* above, the severance benefit for each employee was determined, subject to the following adjustments: The employee's base daily rate would 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 reccredited 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 Section A1 in this Appendix.
- h. The present value of the severance and retirement benefits in this Appendix were 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 was provided with his or her basic data that was 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 had the responsibility to forward the verification sheets to the respective teachers. Any corrections

was to have been 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 were and will be made.

B. 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 section A1 in this Appendix.
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 Appendix D, 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 Appendix D, 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 Section A1 above.
 - e. Those staff who retire and satisfactorily meet the requirements set forth in this Appendix D, 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 Appendix D, 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 Appendix D, 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 Appendix D, 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 Section A1 above. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in this Appendix D, 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.

C. FUTURE ADJUSTMENTS

The parties agree that this Appendix D, 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 Appendix.