# 2024-2025

# MASTER CONTRACT

# **BETWEEN THE**

# GREATER RANDOLPH INTERLOCAL COOPERATIVE

# AND THE

GREATER RANDOLPH INTERLOCAL TEACHER SPECIALISTS

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This contract entered into this 2nd day of October, 2024 by and between the Board of The Greater Randolph Interlocal Cooperative, hereinafter called the "Board", and the Greater Randolph Interlocal Teacher Specialists, hereinafter called the "Association". This contract shall be effective from Aug 1, 2024-June 30, 2025.

### ARTICLE I

# Recognition

The Board recognizes the Greater Randolph Interlocal Teacher Specialists as the Exclusive Representative of Certificated School Employees in the following bargaining unit:

All Certificated School Employees in the Greater Randolph Interlocal Cooperative, excluding the Special Education Director, Assistant Director, and Special Education Coordinator.

# ARTICLE II

### Definitions

# As used in this contract:

- A. "Board" means the Board of Education of the Greater Randolph Interlocal Cooperative and any person(s) authorized to act for said body in dealing with its employees.
- B. "School Corporation" means the Greater Randolph Interlocal Cooperative of the County of Randolph of the State of Indiana or hereinafter referred to as GRIC.
- C. "Certificated School Employee(s)" and "Teacher(s)" means the certificated personnel employed by the school employer in the bargaining unit as defined in Article I of the Contract.
- D. "School Employee Organization" means any organization which has certificated school employees as members, and one whose primary purpose is representing said certificated school employees in dealing with the school employer, and includes any person or persons authorized to act on behalf of such representative.
- E. "Association" means the Greater Randolph Interlocal Teacher Specialists, the school employee organization, which has been certified or recognized as the exclusive representative of said certificated school employees or the person(s) duly authorized to act on behalf of such representative.

# ARTICLE III

# Salary and Salary-Related Benefits

# A. Salary Range

\$52,100-\$69,100, not including current year increases or TRF contributions.

# B. Base Salary Increases

- 1. General Eligibility To be eligible for a salary increase, a teacher:
  - a. Must not have been rated ineffective or improvement necessary in the prior year, AND
  - b. Must have been employed at least 120 days in the prior year.

A teacher who does not satisfy these eligibility criteria remains at their prior year salary.

# 2. Factors and Definitions

- a. Evaluation rating = The teacher received a highly effective or effective evaluation rating on their most recent evaluation.
- b. Year of experience = The teacher was employed in the corporation for at least 120 days in the prior school year.

# C. Distribution – amounts to be added to a teacher's base salary

- 1. Evaluation rating of highly effective or effective = \$1,500.00
- 2. Year of experience = \$250.00

### D. Redistribution

 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.

Teachers shall be given two (2) options in receiving their pay.

- Teachers shall receive twenty-six (26) pays over the duration of the contract. OR
- 2. Teachers shall have the option of receiving their compensation in twenty-one (21) pays.

# E. Newly Hired GRIC Employees

1. The salary for newly-hired employees will be between \$40,000 to \$70,000, and will be determined mutually by the employee and the Director, subject to the approval of the Board of Directors of GRIC.

### EXPANDED CRIMINAL HISTORY BACKGROUND CHECK

GRIC will pay for the cost of criminal background checks, required by state and/or federal law, every five years for the faculty.

### F. Life Insurance

 The Board shall pay all but \$1.00 of the premium of a \$50,000 life insurance plan approved by the Board of Education for a teacher. The teacher's portion of the life insurance premium shall be deducted on the second (2nd) pay of the school year. (Life, Accidental Death and Dismemberment, total and continuous disability, conversion privilege and payable to selected beneficiary.)

# G. Health and Hospital Insurance

- 1. The Board shall pay toward the premium of hospital, surgical and medical care type insurance for each full time teacher enrolled in the group medical insurance plan approved by the Board of Education as follows:
- Employee Single Coverage—The Board shall pay \$6,487.00 of the yearly single premium for the policy.
- Employee and Children Coverage—The Board shall pay \$7,536.00 of the yearly employee and children premium for the policy.
- Employee and Spouse—The Board shall pay \$9,239.74 of the yearly employee and spouse premium for the policy.
- Employee and Dependents—The Board shall pay \$16,520.00 of the yearly employee and dependents premium for the policy.
- 2. When two employees that are employed under this agreement qualify for the family plan, the employer will contribute the sum of two single plans or the total cost of one family plan, whichever is greater. If the yearly premium is less than the Board's contribution, the participant shall pay one dollar (\$1.00).
- The Greater Randolph Interlocal Cooperative will pay the Corporation's portion of the hospitalization premiums for participating teachers at the established premium rate starting with and during approved and doctor recommended leave for major illness, childbirth and major surgery requiring hospitalization.
- 4. Teachers other than full time teachers, employed on a contract basis, will receive a benefit equal to the proportionate number of days employed as relates to the contract toward the payment of the annual premium of hospital, surgical and medical insurance plan approved by the Board.
- 5. Any teacher who does not participate in the Health and Hospital Insurance will receive an additional \$10,000 to their life insurance.

6. An Insurance Committee composed of two representatives of the Association, one representative of the Non-Certified Staff, two representatives of the Board and the Director shall review and make recommendations regarding health and hospital insurance coverage to the Board of School Trustees. The Director shall be the chairperson.

### H. Indiana State Teachers Retirement Fund

1. The Board shall contribute the teacher's share (3.00%) of the Indiana Public Retirement Systems (INPRS).

# I. Long Term Disability

- 1. This school year the Board shall pay \$160 toward the premium of long-term disability insurance for each full-time teacher enrolled in the plan approved by the Board of Education. If the yearly premium is less than the Board's contribution, the participant shall pay one dollar (\$1.00).
- 2. Teachers, other than full-time teachers, employed on a contract basis, will receive a benefit equal to the proportionate number of days employed as it relates to the contract toward the payment of the annual premium of the long-term disability insurance plan approved by the Board.

# J. Re-employment of Retired Teachers

1. Teachers who have officially retired under the provisions of Indiana law and have begun to draw upon earned benefits from the Indiana's Teacher Retirement Fund or a similar retirement fund from another state, may be employed or re-employed by the Board at the sole discretion of the Board. Such retired persons newly employed shall be paid a base salary mutually agreed upon by the teacher and the Board, and to not exceed the current average full-time teacher base salary. Persons newly employed shall receive no additional benefits other than those explicitly required by applicable state and/or federal law. Contributions to health insurance plans shall meet only the minimum required under federal law.

### ARTICLE IV

#### Leaves

### A. General Leave

1. Each teacher shall be entitled to receive eleven (11) days per year to be used for only the following reasons: personal illness, illness in the teacher's immediate family, or personal business that cannot be conducted in hours outside of the school day. Leave shall not be used the day before or the day after vacations or holidays (Labor Day, Fall Break, Thanksgiving Break, Christmas Break, Martin Luther King Day, President's Day, Spring Break, Memorial Day) to extend vacations or holidays except with the Director's approval or a medical statement. After (5) consecutive

- school days of absence, a medical statement may be required at the discretion of the Director.
- 2. Teachers new to GRIC, not coming from any of the member corporations, shall receive thirteen (13) days leave. They may bring, after their first year of service, three (3) days of their accumulated leave each year from their prior Indiana public school employment until they reach the ninety (90) day maximum or exhaust the days accumulated in their prior Indiana school corporation. If the teacher comes from a GRIC participating school, the accumulated leave days shall come with them in the first year.
- 3. The maximum number of leave days that can be accumulated is ninety (90) days.

### B. Funeral Leave

 Teachers shall be granted funeral leave up to five (5) consecutive working days, but not to exceed fifteen (15) consecutive calendar days after death in the immediate family. The "immediate family" shall consist of the following:

father	mother	father-in-law	mother-in-law
brother	sister	brother-in-law	sister- in-law
wife	husband	son	daughter
son-in-law	daughter-in-law	grandchild	grandparent
stepchild	step-parents	step-brother	step-sister
foster child			

and legal guardian of both employee and spouse and any person living as a permanent member of the teacher's household.

- 2. Two (2) paid days leave of absence is granted to attend the funeral of any relative or inlaw not covered in #1 above.
- 3. Funeral leave days are not cumulative.

# C. Adoption Leave

- 1. Upon the adoption of a child, a teacher shall be granted an adoptive leave for a period up to one (1) school year without compensation. Upon initial application for adoption, the applicant must notify the Office of the Director in writing of the teacher's intent. Such notification shall be renewed annually. The teacher adopting the child shall notify the Office of the Director in writing when the child is physically placed in the teacher's custody and the leave shall begin no later than twentyone (21) days from that date.
- 2. Teachers on leave shall notify the Director in writing of their employment intentions prior to April 1st of the school year in which the leave of absence is taken.

# D. Maternity Leave

- 1. A teacher who becomes pregnant shall be entitled to request a leave of absence without pay for a period not exceeding one calendar year, subject to the following terms and conditions:
  - a. Any teacher who is pregnant will be granted a leave of absence any time between the commencement of her pregnancy and one (1) year following the birth of the child.
  - b. The pregnant teacher shall notify the Director in writing of the intention to take such leave, except in the case of emergency, such notice shall be thirty (30) days prior to the date upon which the leave is to commence, and that further such notice shall indicate a return employment date at that time. The teacher shall include with such notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn child, whichever is applicable.
  - c. If the teacher becomes disabled as the result of pregnancy entitling said teacher to said leave benefits, the time covered by such sick leave benefits must be determined by a certificate of the attending physician, describing the nature of such disability and the term. All or any portion of a leave taken by a teacher because of temporary disability caused by pregnancy may be charged, at her discretion, to her available general leave days. The teacher is entitled to complete the remaining leave without pay.
  - d. The teacher shall resume employment after such leave or at another time in the event that both the Board and the teacher so agree;

# E. Paternity Leave

- 1. Any teacher shall be entitled, upon written request, to a leave of absence for twelve (12) days upon the birth or adoption of his child. This leave shall be charged to available paid leave. After said leave days have been exhausted, the remainder of the leave shall be taken without pay.
- 2. Teachers on leave shall notify the Director in writing of their employment intentions prior to April 1<sup>st</sup> of the school year in which the leave of absence is taken.

### F. Leave of Absence

1. A leave of absence may be granted for a period up to one (1) year for the purpose of study at an accredited college or university. The Board reserves the right to establish the length of leave if such request is for less than one (1) year in duration. All such leaves shall be paid at \$1 for the period of absence. Teachers may remain on the group health insurance plan; providing the teacher pays the entire cost during his/her leave. Beginning and ending dates of such leave shall be determined by the teacher and the Director mutually.

- 2. Teachers on leave shall notify the Director, in writing, of their employment intentions prior to April 1st of the school year in which the leave of absence is taken.
- G. Leave for an Anticipated Extended Absence Due to Inability to Perform School Duties
  - 1. If a teacher of this School Corporation has been examined by a medical doctor and it has been determined that the employee should be absent from performing assigned duties for at least (15) school days, within ten (10) days after the teacher becomes aware of such anticipated absence, the teacher is to notify the Director, in writing, of the teacher's anticipated extended absence. The teacher shall inform the Director of the amount of sick leave which the teacher wishes to use under existing Indiana Statutes.
  - 2. The teacher is to furnish the Director a medical doctor's statement of the need for the absence and an additional statement by the doctor that, in the opinion of the doctor, the teacher can fully perform the expectations of the teacher's position until the effective date of the leave.
  - 3. The teacher will provide the Director the preceding information unless, under unusual or emergency situations, the teacher cannot communicate to the Director the teacher's need for an extended absence.
  - 4. A teacher may be granted a leave of absence of up to one (1) year upon request. No request for leave will be refused or leave terminated because of illness alone.
  - 5. The Board may grant an additional leave for up to one (1) year and may grant leaves of intervals of one (1) year or less.
  - 6. Leave of absence for medical reasons may be granted to nonpermanent, semipermanent and permanent teachers.
  - 7. If a teacher is unable to return to teaching duty on advice from his or her doctor and the Board chooses not to grant the teacher an additional extended leave, the teacher will terminate employment with the Corporation according to the following.
  - 8. The teacher may:
    - a. Resign after the teacher's available sick days have been used.
    - b. And/or if a teacher retires for medical reasons during the school contract year, the teacher will be eligible for the School Corporation Retirement Program, if the teacher meets the years of service requirement and has attained, at least, the age of fifty five (55).
  - 9. Teachers on leave shall notify the Director, in writing, of their employment intentions prior to April 1 of the school year in which the leave of absence is taken.

### Article V

# Buy Out of Retirement Benefits

- A. Entitlement to Retirement Benefits and Vesting Requirements
  - 1. Upon retirement from the Corporation, a teacher shall be fully vested in the retirement benefits described in this Article if the retiring teacher has satisfied the following requirements:
    - a. The retiring teacher has reached the age of fifty-five (55); and
    - b. Immediately prior to retirement, the teacher must have completed not less than ten (10) full years of service as a professional educator with the Corporation.
    - c. Said teacher contemplating retirement shall notify the Director, in writing, of intent to retire not later than March 1 in the year prior to retirement; the teacher shall designate a beneficiary; in writing, at the same time. The teacher must submit a binding written resignation of duties no later than March 1 of the last year of service. By Board resolution both March 1 deadlines may be waived. Part-time teaching with an Indiana public school corporation following retirement shall not disqualify a teacher for early retirement benefits if the earnings from such part time teaching do not exceed the maximum allowable Indiana public school earnings limit established by Indiana law or the regulations of the Indiana Teachers Retirement Fund.

### B. Buyout Contributions

- 1. VEBA. The school corporation shall contribute to a voluntary employees' beneficiary association ("VEBA") as described in section 501(c)(9) of the Code, fifty percent (50%) of the amount representing the present value of the Retirement Pay as calculated for all employees under subsection C above. The terms and conditions for the administration and operations of the VEBA shall be as follows:
  - a. The amount calculated for each employee will be invested in a separate account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the vendor for the VEBA.
  - b. Until such time that an employee has retired and satisfied the eligibility requirements set forth in this Article, the employee shall have no access to the assets held in his or her separate VEBA account.
  - c. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in this Article, the terminated employee's VEBA account shall be forfeited. Forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA accounts. This

reallocation shall be in a manner similar to that used by the Educational Services Company in initially determining the present Value calculations. Therefore, the VEBA accounts of the following employees will not share in the reallocation of a forfeiture of a VEBA account:

- (i) Employees who forfeited their VEBA accounts in the same year;
- (ii) Employees who previously forfeited their VEBA accounts; and
- (iii) Employees who have attained the age of fifty-nine (59) and terminated employment in or before the year of the reallocated forfeiture.
- d. Following retirement and the satisfaction of the requirements set forth in this Article, a retired employee may use the amounts held in his/her separate VEBA account to pay health insurance premiums, term life insurance premiums, and to be reimbursed for unreimbursed medical expenses of the employee, spouse, and dependents. Furthermore, following the death of an employee who had otherwise satisfied the requirements of this Article, any amounts remaining in the deceased employee's VEBA account may continue to be used to pay these premiums and expenses of the employee's spouse and dependents. At no time may the VEBA make loans to an employee, his/her spouse, or his/her dependents.
- 2. 401 (a) Plan The school corporation shall establish a qualified retirement plan as described in section 401(a) of the Code. Fifty percent (50%) the total sum of the amount calculated by Educational Services Corporation as the present value for the Retirement Pay shall be contributed by the school corporation to the 401(a) plan by the 31st day of December, 2004. 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 retired and satisfied the eligibility requirements set forth in this Article, the employee shall have no access to the assets held in his or her separate 401(a) plan account.
  - c. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in this Article, the terminated employee's 401(a) plan account shall be forfeited. The forfeited amounts shall be reallocated at the end of each plan year

only among the then remaining separate 401(a) plan accounts in a manner similar to that used in initially determining the present value calculations. Therefore, the 401(a) plan accounts of the following employees will not share in the reallocation of a forfeiture of a 401(a) plan account:

- (i) Employees who forfeited their 401(a) plan accounts in the same year;
- (ii) Employees who previously forfeited their 401(a) plan accounts; and
- (iii) Employees who have attained age fifty-nine (59) and terminated employment in or before the year of the reallocated forfeiture.
- d. Following retirement and the satisfaction of the requirements set forth in this Article, a retired 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 descendant'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.
- e. 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.

# C. Future Adjustments

1. The parties agree that this Article, or any other provision of this Agreement, does not constitute an expectation of receiving the enumerated retirement benefits by any current employee, future employee, prospective employee or applicant beyond the expiration of this Agreement. Therefore, except as otherwise limited by applicable law, it is understood that the Board and Association may, in the future, bargain modifications of any kind to this provision, provided however, that the future revision of this Article shall not affect the retirement benefits of teachers already receiving benefits pursuant to this Section.

# Article VI

# Retirement Savings 401(a) Annuity Plan

A. The school corporation shall establish a qualified retirement plan as described in section 401(a) of the Code.

- B. The Board agrees to contribute into each individual's separate 401(a) account one and one quarter percent (1.25%) of the teacher's annual salary.
- C. 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. Each bargaining unit member shall be 100% vested in these individual 401(a) accounts upon the signing-of the sixth contract with the Corporation. All employees currently on the 403(b) schedule from the previous contract will continue their current placement on the schedule. The teacher's 403(b) accounts are fully vested at all times.

### ARTICLE VII

# Retirement Savings VEBA Plan

- A. The school corporation shall contribute to a voluntary employees' beneficiary association ("VEBA") as described in section 501 (c)(9) of the Code. The Board agrees to contribute one and one quarter percent (1.25%) of the teacher's annual salary plus a one time \$100 deposit into each teacher's account.
- B. The Board shall make equal monthly contributions throughout the school year, and will complete its contributions on or before August 1 of each succeeding year. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the VEBA Plan.
- C. Each bargaining unit member is considered vested in these individual VEBA accounts upon signing the sixth contract with the corporation.

### ARTICLE VIII

# Sick Leave Bank

- A. The Sick Leave Bank is not designed to give unlimited sick leave to all teachers. Its primary purpose is to give a teacher substantial income protection in the event of a medical catastrophe. It is also designed to provide a maximum benefit to teachers who have utilized the regular sick leave days in a professional manner.
- B. A voluntary Sick Leave Bank shall be established whereby a teacher, as defined herein in Article I who is absent from assigned duties due to personal illness and who has utilized all sick leave and personal leave may petition a committee, as established herein, for sick leave days from the bank under the following conditions:

- 1. The number of accumulated days in the bank shall not exceed one hundred eighty (180) days, provided, however, that:
  - a. A veteran teacher who is not a current member of the bank may become a member by contributing one (1) sick leave day to the bank within 30 days of the beginning of the school year and not earlier than August 1<sup>st</sup> nor later than September 15<sup>th</sup>. Such a teacher must wait a year after his/her enrollment in the sick leave bank to be eligible to borrow from the bank.
  - b. A teacher who is newly hired in the School Corporation shall have two years, from the date of hire, to enroll in the bank by contributing one (1) sick leave day, even though such contribution by such a veteran or newly hired teacher would cause an accumulation of days in excess of the maximum specified herein. If a newly hired teacher does not join the sick leave bank in his/her first two years, he/she may join the sick leave bank in subsequent years according to 1.a. above.
- 2. Said employee may be granted days from the bank under the following conditions:
  - a. The teacher must have chosen to become a current member of and participate in such a bank by contributing one (1) sick leave day to the bank not earlier than August 1<sup>st</sup> nor later than September 15<sup>th</sup> of the new school year and such day contributed shall be non refundable to the teacher. However, in the event that the number of accumulated days in the bank at the beginning of a school year is sufficient number that a contribution of one (1) sick leave day by all teachers who are current members of the bank would cause the maximum number of days specified hereinabove in Paragraph One (1) to be exceeded, the current year's contribution by all such current members shall be suspended, except that in case the bank is depleted during the school year, the current year's contribution shall be assessed at the time of such depletion;
  - b. The teacher must have utilized and exhausted all paid leaves applicable to personal illness of whatever nature, including said teacher's own accumulated sick leave and personal leave;
  - c. Written certification will be provided from said teacher's physician substantiating the illness and certifying that the absence will continue during a period of at least twenty (20) consecutive days;
  - d. Written application must be made no later than twelve (12) days after exhaustion of said paid leave benefits:
  - e. The teacher must have been absent for at least (10) consecutive days after exhaustion of said paid leave benefits. Said ten (10) consecutive days of absence must be taken as unpaid leave, and sick leave bank days shall be applied upon the eleventh (11<sup>th</sup>) day of absence. The ten (10) days of unpaid leave shall apply for each separate case of a teacher's qualifying as a medical catastrophe;

- f. The teacher may return to work on a partial schedule with written certification provided by said teacher's physician stating that the teacher is able to work a modified schedule. Partial day withdrawals from the sick leave bank in the event of a modified work schedule shall be taken in half (1/2) day units.
- 3. A four (4) member Sick Leave Bank committee shall be established to receive written requests and allot days from the bank according to the provisions herein, under guidelines established by the committee. The committee shall be composed of two (2) persons who are represented by the Association and appointed in accordance with IC 20-29-5-7 and two (2) persons appointed by the Board. All committee members shall be certificated personnel in the Greater Randolph Interlocal Cooperative.
- 4. Days allotted by the committee to an individual teacher shall be available with the eleventh (11<sup>th</sup>) consecutive day of absence after exhaustion of the employee's said leave payments, and such allotment to an individual teacher by the committee shall not exceed a fixed maximum as is established by the committee. The committee shall be limited to an allotment not to exceed ninety (90) days, and to a total allotment not to exceed one hundred eighty (180) days for all teachers in any school year.
- 5. Sick Leave Bank enrollment records, deduction of sick leave days in accordance with this contract, payment of Sick Leave Bank days per committee allotment, and other necessary record keeping shall be maintained in the Director's office. Records and procedures shall be in compliance with the Indiana State Board of Accounts rules and regulations.
- 6. Any days granted by the committee to an individual teacher shall terminate effective the earliest date as hereinafter provided:
  - a. The day after the last day of the term of employment for the school year, or
  - b. The day after the last day of allotted number of days granted by the committee, or
  - c. The first day of return of full-time employment subsequent to the granting of days by the Committee.
- 7. All donated days are a permanent contribution to the Bank and are not transferable to another school corporation should a participant leave the Greater Randolph Interlocal Cooperative.

### ARTICLE IX

# Acknowledgment

This contract is made and entered into on this 2nd day of October, 2024 by and between the Board of Education of Greater Randolph Interlocal Cooperative, County of Randolph, State of Indiana, party of the first part, heretofore referred to as the "Board", and the Greater Randolph Interlocal Teacher Specialists, party of the second part heretofore referred to as the "Association".

The undersigned attest to the following:

- 1. A public hearing was held on September 4th, 2024 at 9:00 a.m., and electronic participation from the parties and public was not permitted
- A public meeting was held on September 4th, 2024 at 9:05 a.m. to discuss the tentative agreement and electronic participation from the governing body and public was not permitted.

This Contract is so attested to by the parties whose signatures appear below:

Lisa Waber, Special Education Director
Aaron Black, GRIC Board Member
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Adrian Moultan, GRIC Board Member
Carolyn Bates, President, Greater Randolph Interlocal Teacher Specialists
Samantha Tolbert, Greater Randolph Interlocal Teacher Specialists Member