

CONTRACT BETWEEN

THE NORTH DAVIESS COMMUNITY SCHOOL BOARD

AND

THE NORTH DAVIESS CLASSROOM TEACHERS ASSOCIATION

FOR

2021 - 2023

(Ratified on 11-9-2021)

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I: RECOGNITION.....	3
ARTICLE II: TERM OF AGREEMENT.....	3
ARTICLE III: SALARY AND WAGE PROVISIONS.....	3
ARTICLE IV: LEAVES.....	5
Personal Leave.....	5
Sick Leave.....	5
Sick Leave Bank.....	5
Bereavement Leave.....	6
Professional Leave.....	6
Military Leave.....	7
Civic Leave.....	7
Jury Duty Leave.....	7
Witness Leave.....	7
Paternity Leave.....	7
Unpaid Leaves of Absence.....	7
Maternity Leave.....	7
Adoption Leave.....	8
Association Leave.....	8
Sick Leave Incentive Pay.....	8
ARTICLE V: CERTIFIED EMPLOYEE BENEFITS.....	9
Retirement Buyouts & Benefits.....	10
401(a) and VEBA Plans.....	10
Individual VEBA Account.....	11
Ongoing 401(a).....	12
Life Insurance.....	13
Long Term Disability Insurance.....	13
Health Insurances.....	13
Hospitalization, Surgical & Medical Insurance.....	13
Vision Insurance.....	13
Dental Insurance.....	14
Participation in Southern Indiana School Trust and Ins. Comm. Section 125 Plan.....	14
Background Checks.....	14
ARTICLE VI: GRIEVANCE PROCEDURE.....	15
Definitions.....	15
Purpose.....	15
Procedure.....	15
ARTICLE VII: ARTICLE OF AGREEMENT.....	18
APPENDIX SECTIONS.....	19
A--Salary Schedule.....	19
B--Extra Curricular Pay.....	20
C--Grievance Form.....	23

ARTICLE I

RECOGNITION

The North Daviess Classroom Teachers Association, hereinafter called the Association, is hereby recognized by the Board of the North Daviess Community Schools of Daviess County, Indiana, hereinafter called the Board, as the exclusive representative as provided for in Indiana Law for all of the Board's certificated employees except the Superintendent, the Assistant Superintendent, the Technology Coordinator, the Principals, the Assistant Principals, the Athletic Director, Substitute and Temporary Teachers, and supervisors set out in Indiana Code 20-29-2-19.

Part Time teachers shall have the option to receive the following benefits in a prorata fashion based upon the ratio of hours worked per year to the hours worked per year on a full time contract: health insurance, vision insurance, dental insurance, personal leave, sick leave, and extended illness leave.

ARTICLE II

TERM OF AGREEMENT

This Agreement shall be effective as of July 1, **2021** and shall continue in effect through June 30, **2023**.

ARTICLE III

SALARY AND WAGE PROVISIONS

The Salary range for **2021-2022** is **\$41,800-\$68,200** and for **2022-2023** is **\$43,300 - \$70,900**.

Teachers will be placed on NDCS COMPENSATION SCHEDULE – APPENDIX A.

Factors used:

1. Evaluation – To be eligible for a base salary increase, the teacher must have received an evaluation rating of Highly Effective or Effective on the annual performance evaluation for the previous school year.
2. Experience – To be eligible for a base salary increase, the teacher must have been in paid status, as defined by the Indiana Public Retirement System, for at least one hundred twenty (120) days during the previous school year.

Distribution: For the 2021-2022 school year, a \$2,000 increase will be given to the base and \$1,200 steps. For the 2022-2023 school year, a \$1,500 increase will be given to the base, a \$500 stipend, and \$1,200 steps.

The weight to be assigned to the factors identified above shall be as follows for the **2021-2023** school years:

1. Evaluation – **\$900** base salary increase
2. Experience - **\$300** base salary increase

For **2021-2023** the total available increase will be **\$1,200** for advancing a step.

A teacher who received an evaluation rating of ineffective or improvement necessary in the prior school year is not eligible for any salary increase and remains at their prior year salary. **Any funds otherwise allocated for teachers rated ineffective or improvement necessary will be equally distributed to all teachers rated effective or highly effective. The redistribution will be paid as a stipend after all salary increases have been awarded for the current contract period.**

In addition, and in accordance with Indiana Code 20-28-9-1.5(f), a teacher in his or her first two (2) school years of teaching in an elementary or secondary school is eligible for a salary increase regardless of the evaluation rating received in the previous academic year.

The Superintendent shall have the authority to hire a new teacher within the overall range at a salary based upon the needs of the school district and availability of qualified teachers for the position.

The Board agrees to assume each teacher's mandatory three percent (3%) contribution to their Indiana Public Retirement System account (INPRS). The Board and Association agree that to implement this provision the amounts in the salary schedules in this agreement, and any retirement and severance pursuant to Article V (A), shall include the amount paid by the Board pursuant to this section, and the salary amount specified in each teacher's contract shall be the appropriate amount from the salary schedule reduced by the Board's payment of the teacher's portion of that teacher's ISTRF contribution. Individual teachers shall not have the option to elect to receive this amount directly. The Board agrees to adopt a resolution implementing this section.

ARTICLE IV

LEAVES

A. Personal Leave

Five (5) paid personal leave days per teacher shall be granted during each school year upon written request to the Superintendent. No reason must be given other than personal business. Unused personal leave days from previous school years shall accumulate to a maximum of five (5) days. It is agreed that with a maximum personal leave accumulation of five (5) days plus the five (5) personal leave days a teacher is granted each year, a teacher could use up to a maximum of ten (10) personal leave days in any one (1) school year. All accumulated personal leave days above ten (10) shall be transferred to accumulated sick leave.

B. Sick Leave and Sick Leave Bank

1. Sick Leave

For absence caused by illness or disability, each teacher shall be allowed twelve (12) sick leave days per school year without loss of compensation. Unused leave days shall be accumulative to a maximum of two hundred fifty-five (255) days.

Sick leave may be used for medical, vision or dental appointments. Sick leave may be used for personal illness or the illness of any family member.

Any sick day(s) used immediately before or after a break, without a doctor's note, will be doubled, such that two (2) sick days will be charged for every one (1) day off before or after a break.

After five (5) consecutive school days of sick leave absence and upon the request of the Superintendent, a teacher utilizing sick leave shall provide documentation from a physician or other licensed health care provider substantiating the illness or disability.

2. Sick Leave Bank

The Board and Association agree to the establishment of a sick leave bank as a source of additional sick leave days for a member teacher who has used all accrued sick leave days because of the member's serious illness or injury to the member not covered by other types of leave.

a. Membership in the sick leave bank shall include all teachers.

c. The governing board of the sick leave bank shall consist of two (2) teacher representatives from the elementary building, one teacher representative from the junior high, one teacher representative from the high school, and the Association President who shall serve as chairperson. The member representatives shall be appointed by the Association President.

d. If a member has a serious illness or injury, and will need more sick leave days

than the member has accumulated to recover from the illness or injury, the member or a person on the member's behalf may request days from the sick leave bank by sending a letter to the chairperson. The governing board will meet after receipt of the letter and will notify the member of the decision of the governing board.

- e. A member of the sick leave bank may draw up to forty-five (45) days per draw, provided, however, the maximum accumulative draw per teacher per school year shall be ninety (90) days.
- f. Once a teacher reaches the maximum total accumulation of two hundred fifty-five (255) sick days, the sick leave days remaining at the end of the school year shall be contributed to the sick leave bank.
- h. All decisions of the sick leave bank governing board shall be communicated in writing to the Superintendent within three (3) school days of the decision.
- i. No decision of the sick leave bank committee established by this Section of this Agreement shall be subject to the grievance procedure set out in Article IX of this Agreement.
- j. The Association on its own behalf and as the authorized agent of its state and national affiliates agrees to hold the Board harmless for any claim or cause of action arising out of the operation of the sick leave bank established by this Section of this Agreement.

C. Bereavement Leave

1. Each school year, a teacher is entitled to be absent without loss of compensation for a period of up to five (5) teacher work days for the death of each family member. The leave period will commence on the day of death, or the day after the death, at the teacher's option, and those five (5) days may be used within a twenty-one (21) calendar day period following the day of death.

A family member is defined as a teacher's spouse, mother, father, brother, sister, child, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or other family member domiciled in the same home. Additionally, "step" relationships are included as family members. An additional two (2) calendar days will be granted to attend the funeral of a family member if the funeral is two hundred (200) miles or more away.

2. Up to two (2) consecutive calendar days may be used for the death of any friend.

D. Professional Leave

The Board agrees that with the approval of the Superintendent, a teacher shall be granted professional leave days with pay each semester. Such days shall be used to attend professional meetings, seminars, or conferences, or to visit other school corporations or educational institutions to observe instructional techniques or other

instructionally oriented programs. The Board agrees to provide sufficient funds to pay expenses if attendance is requested and/or approved by the Board or the Superintendent.

E. Military Leave

All teachers shall be entitled to military leave without loss of time or pay for a period not to exceed fifteen (15) school days in any school year according to Indiana or other applicable laws, provided the teacher provides proof that he/she was ordered to duty and completed same.

F. Civic Leave

Upon request, a teacher shall, with the approval of the Superintendent, be granted leave with pay for up to three (3) days for civic duties at the state or local level.

G. Jury Duty Leave

If summoned, a teacher may serve on jury duty. The Board shall pay the teacher full salary provided that the teacher returns to the Superintendent all pay received for serving on jury duty. The Superintendent will provide the teacher with a receipt for such money received.

H. Witness Leave

A teacher subpoenaed as a witness in court, shall receive full salary provided that the teacher returns to the Superintendent all pay received as a witness in court. The Superintendent will provide the teacher with a receipt for such money received.

I. Paternity Leave

Upon request, a male teacher shall be granted leave with pay for two (2) days upon the birth of his child.

J. Unpaid Leaves of Absence—Maternity Leave

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

1. A teacher who is pregnant shall be granted an unpaid leave of absence beginning any time after the commencement of her pregnancy and concluding no later than one (1) year following the birth of the child on the condition that she notifies the Superintendent of the expected length of this leave, and includes with this notice, either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. In the case of a medical emergency caused by pregnancy, the teacher shall be granted a leave, as otherwise provided in this section,

immediately on her request and the certification of the emergency from an attending physician.

2. All or part of a leave taken by a teacher because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available sick days. However, if the teacher's physician certifies that the teacher is capable of performing the teacher's regular teaching duties, the total amount of maternity leave that a teacher may charge to her available sick days shall not exceed the number of teacher days contained within the eighty-four calendar day period immediately after the birth of the child. If the teacher does not have the available sick days, she is entitled to complete any remaining leave to which she is entitled without pay.

K. Adoption Leave

A teacher who has submitted an application for the purpose of adopting a child will be granted, upon written request, adoption leave, without pay, for a period not to exceed one (1) year from the time the adoptive child becomes available. The teacher may use accumulated sick days up to twenty (20) school days, which must be taken within a period of five (5) school days before receiving the child to twenty (20) school days after receiving the child. In a situation where both parents are teachers in the School Corporation, they may use only twenty (20) sick days collectively for adoption leave.

L. Association Leave

The Association President, or his/her designee, shall be entitled to fifteen (15) days each year for Association business without loss of compensation. The board shall pay the cost of the substitute for the first ten (10) days each year. The Association shall pay the cost of the substitute for all days above ten (10) days each year. This leave shall be used for the performance of the Association's responsibilities as the exclusive representative of the teachers. This leave may be authorized by the

Association President for any teacher and must be taken in increments of at least one half (1/2) school day, unless a shorter period is agreed to by the Superintendent. No more than three (3) teachers shall be on leave pursuant to this Section at the same time.

M. Sick Leave Incentive Pay

1. "Leave" as used in this section of this Agreement means Sick Leave [Article V(B)]
2. A teacher employed on a regular contract for one hundred twenty (120) or more days in a school year and takes zero (0) leave days in a semester shall receive three hundred fifty dollars (\$350.00) as additional compensation per semester to be paid into the bargaining unit member's individual VEBA Account no later than February 1st for first semester and July 1 following the school year for second semester.
3. A teacher employed on a regular contract for one hundred twenty (120) or more

days in a school year and takes one (1) leave day in a semester shall receive two hundred fifty dollars (\$250.00) as additional compensation per semester to be paid into the bargaining unit member's individual VEBA account no later than February 1st for first semester and July 1 following the school year for second semester.

4. A teacher employed on a regular contract for one hundred twenty (120) or more days in a school year and takes two (2) leave days in a semester shall receive one hundred seventy-five dollars (\$175.00) as additional compensation per semester to be paid into the bargaining unit member's individual VEBA account no later than February 1st for first semester and July 1 following the school year for second semester.
5. A teacher employed on a regular contract for less than one hundred and twenty (120) days but more than sixty (60) days in a school year shall receive one half of these amounts paid into the bargaining unit member's individual VEBA account.
6. Sick Day Buy-Back for Retiring Teachers/INPRS Reporting

This benefit will be paid to teachers during their last year of employment after having given notice of intent to retire. The Board will purchase up to two hundred fifty-five (255) days at twenty dollars (\$20.00) per day from the retiring teacher's accumulated sick leave. This amount will be paid prior to the retiring teacher's effective retirement date, and be deposited into his/her VEBA account. Up to two thousand dollars (\$2,000.00) of this buy-back money will be reported by the Board to the Indiana Public Retirement System Fund on behalf of the retiring teacher during his/her last year of teaching.

ARTICLE V

CERTIFIED EMPLOYEE BENEFITS

A. Retirement Buyout and Benefits

1. Severance Benefits Buyout

Entitlement to Retirement Benefits and Vesting

A certified employee shall be fully vested in the funds in his/her 401(a) buyout account and VEBA if the certified employee has satisfied the following requirements:

The certified employee is at least fifty-five (55) years of age with at least fifteen (15) years of continuous teaching service at North Daviess Community Schools.

If a certified employee has not fully satisfied the vesting requirements upon

his/her retirement, resignation or termination of employment for any reason, the Board's buyout contribution to the 401(a) and VEBA account on behalf of the certified employee shall be forfeited.

If the retiring, resigning or terminated certified employee is ever rehired, the forfeited account funds shall not be reinstated. A certified employee who retires, resigns or who is terminated for any reason prior to satisfying the vesting requirements shall not retain any prior partial vesting rights if ever rehired by the Board. However, if the Board approves a leave of absence for a certified employee, such period of leave shall not result in forfeiture, provided the certified employee shall promptly return to employment following the expiration of the period of leave.

2. Buy Out Contributions.

a. 401(a) and VEBA Plans

All contributions to the 401(a) and VEBA plans originating from the buyout shall be subject to the vesting requirements set forth in this Article V, Section A(1). The single investment vendor for the 401(a) plan shall be mutually agreed upon by the Board and the Association.

The terms and conditions for the administration of the 401(a) and VEBA plans shall be as follows:

- (i) The amount calculated for each certified employee will be invested in a separate account. There will be no commingling of accounts and each certified employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the plans.
- (ii) Until such time that a certified employee has retired and satisfied the eligibility requirements set forth in subsection 1 of this Article V Section A, the certified employee shall have no access to the assets held in his or her separate plan accounts.
- (iii) If a certified employee retires or otherwise terminates employment before satisfaction of the requirements set forth in subsection 1 of this Article V, Section A, the terminated certified employee's 401(a) plan account and VEBA shall be forfeited to the corporation.
- (iv) Following retirement and the satisfaction of the requirements set forth in subsection 1 of this Article V, Section A, a retired certified employee may elect to commence distributions from his 401(a) plan account and VEBA. If a certified employee dies after having satisfied the requirements of subsection 1 of this Article V, Section A, the deceased certified 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 or VEBA

- (v) 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.

B. Individual VEBA Account

Beginning with the 2021-2022 school year, the Board shall contribute one and one-quarter percent (1.25%) of the certified employees' ^{SALARY} to each certified employee's individual VEBA account. Additionally, if a certified employee voluntarily contributes at least two percent (2%) of his/her contract salary to the certified employee's individual tax-deferred 403(b) annuity, the Board shall make a matching contribution to the certified employee's individual VEBA account up to one percent (1%) of the certified employee's contract salary.

It is the intent of both the Board and the Association that, in order to receive a matching contribution from the Board of one percent of the certified employee's contract salary to the certified employee's individual VEBA account and one and half percent (1.5%) of the certified employee's contract salary to the certified employee's individual 401(a) account, a certified employee must voluntarily contribute at least two percent (2%) of his/her contract salary to the certified employee's individual tax-deferred 403(b) annuity described in this Article V, Section C. Employees must use an approved 403(b) vendor. The organization administering the VEBA shall be the single investment vendor for the VEBA unless a change in vendor is mutually agreed upon by the Board and the Association.

All certified employees employed prior to June 1, 2004 shall be one hundred percent (100%) vested in all contributions to the certified employee's individual VEBA account except those contributions originating from the retirement and severance benefit buyout described in this Article V, Section A(2). If a certified employee dies while in service before he/she is one hundred percent (100%) vested, then that certified employee is deemed to be one hundred percent (100%) vested upon death.

The Board's ongoing contribution to a VEBA account on behalf of a certified employee shall be subject to a separate vesting schedule for any certified employee hired on or after June 1, 2004. Any certified employee hired on or after June 1, 2004 shall be one hundred percent (100%) vested in all Board contributions to their VEBA account after the certified employee has completed five (5) continuous years of employment as a certified employee with the North Daviess Community Schools. If a certified employee dies while in service before he/she is one hundred percent (100%) vested, then that certified employee is deemed to be one hundred percent (100%) vested upon death.

If a certified employee has not fully satisfied the vesting requirements upon his/her resignation or termination of employment for any reason, the Board's contribution to

the VEBA account on behalf of the certified employee shall be forfeited. The forfeited amount shall be reallocated as determined by the Board.

Any certified employee who resigns, or retires, may begin using his/her vested VEBA account upon notification from the North Daviess Community Schools to the vendor.

If the resigning or terminated certified employee is ever rehired, the forfeited account funds shall not be reinstated. A certified employee who resigns or who is terminated for any reason prior to satisfying the vesting requirements shall not retain any prior partial vesting rights if ever rehired by the Board.

C. Ongoing 401(a)

The Board shall provide a tax-deferred matching annuity program for all certified employees. The implementation of this program shall take place through the creation of investment accounts for each certified employee under section 401(a) of the Internal Revenue Code. Such an investment portfolio will match a certified employee's individual tax-deferred 403(b) annuity up to ~~one percent (1.0%)~~ of the contract salary.
one-and-a-half percent (1.5%)

Individual certified employee contributions as well as the board's matching contributions shall be deposited monthly into an account for each certified employee. The vendor for this matching annuity savings plan shall be mutually agreed upon by both parties, and the provider and its agents shall be the sole administrator of employer contributions to this annuity program.

1. Plan for Certified Employees Hired Prior to June 1, 2004

Once contributions are made by the certified employee and the employer on behalf of the certified employee, all assets of the accounts become the property of the certified employee, and in the event of death, his/her designated beneficiaries, or lacking same, estate.

2. Plan for Certified Employees Hired After June 1, 2004

The Board's matching contribution to a 401(a) account on behalf of a certified employee shall be subject to a vesting schedule for any certified employee hired after June 1, 2004. Any certified employee hired after June 1, 2004 shall be one hundred percent (100%) vested in all Board matching contributions after the certified employee has completed five (5) continuous years of employment as a certified employee with the North Daviess Community Schools.

If a certified employee has not fully satisfied the vesting requirements upon his/her resignation or termination of employment for any reason, the Board's matching contribution to the 401(a) account on behalf of the certified employee shall be forfeited. The forfeited amount shall be returned to the Board and may be used by the Board to meet future matching obligations under this Article V, Section C.

If the resigning or terminated certified employee is ever rehired, the forfeited account funds shall not be reinstated. A certified employee who resigns or who is terminated for any reason prior to satisfying the vesting requirements shall not retain any prior partial vesting rights if ever rehired by the Board.

D. Life Insurance

The Board will provide without cost to each teacher \$75,000 of life insurance coverage and accidental death and disability insurance. In addition to this life insurance, each teacher may choose to purchase, at his own cost, an additional \$75,000 of supplemental life insurance at the same group life insurance rate.

Retired teachers may choose to remain on the school corporation's \$75,000 life insurance by paying the full premium until reaching age to qualify for medicare.

E. Long Term Disability Insurance

The Board shall pay all the premiums for long term disability insurance which will cover all teachers in the school corporation.

F. Health Insurances

1. Hospitalization, Surgical and Medical Insurance

As of January 1, 2014 the school corporation's contribution towards the total health plan may not exceed the State's contribution of the state employee plans by more than twelve percent (12%). The plan benefits and carrier will not change without mutual agreement of the Board and Association.

New teachers will be eligible for enrollment for thirty (30) calendar days from the first date of employment. Coverage shall begin the first of the month following the first contract work day. Teachers who wish to join the plan may do so within the first thirty (30) calendar days of the school year. Teachers may choose to join or drop at any time during the year if they have a family status change. Teachers' yearly health plan coverage will be September 1 through August 31 so that teachers retiring, resigning, or taking an unpaid leave at the conclusion of a school year will remain on the plan through August 31.

Retired teachers may choose to remain on the school corporation's health insurance by paying the full premium until reaching age to qualify for medicare.

2. Vision Insurance

The Board shall provide a vision care insurance plan for teachers. The Board shall pay all the premiums for both the single and family plans.

Retired teachers may choose to remain on the school corporation's vision insurance by paying the full premium until reaching age to qualify for medicare.

3. Dental Insurance

The Board shall provide a dental insurance plan for teachers. The Board shall pay all the premiums for both the single and family plans.

Retired teachers may choose to remain on the school corporation's dental insurance by paying the full premium until reaching age to qualify for medicare.

4. Participation in Southern Indiana School Trust and Insurance Committee.

The North Daviess Classroom Teachers' Association agrees to participate in the Southern Indiana School Trust. CTA representatives who attend Southern Indiana School Trust meetings shall use Association leave days and shall be reimbursed by the school corporation for their mileage to attend these meetings.

5. Employee Benefits Committee

The Board and Association agree to each appoint two representatives to participate in an Employee Benefits Committee for the purpose of seeking out, receiving and evaluating information on employee benefits such as health, life, dental, vision and disability insurance and reporting their findings and recommendations to the Board and Association bargaining teams. The committee will meet at least once a year in October or November.

G. Section 125 Plan

The Board and Association agree to the establishment by the Board of a flexible teacher benefit plan ("plan") which qualifies as a "cafeteria plan" under Section 125 of the Internal Revenue Code and applicable regulations as each is currently in effect and may be amended.

The plan shall allow teachers the option to reduce their taxable income in an amount permitted by law and direct that this amount be applied to:

1. the teacher's portion of insurance premiums under Article V(F) of this Agreement;
2. unreimbursed medical expenses for the teacher or a qualified dependent;
3. dependent care expenses; and
4. any other expenditure permitted by law.

The plan shall be administered by a vendor mutually agreed upon by both parties.

H. Background Checks

The Board agrees to pay the costs associated with obtaining expanded criminal history background checks along with expanded child protection index checks for currently-employed teachers.

ARTICLE VI

GRIEVANCE PROCEDURE

This Grievance Procedure hereinafter referred to as the "Procedure", sets out the conditions and procedures by which grievances by teachers shall be processed. If grievances arise, there shall be no stoppage or suspension of work because of such grievances; but such grievances shall be submitted to the following grievance procedure.

The filing of a grievance must involve the Association in the processing of that grievance to its conclusion or abandonment.

A. Definitions As used in this Procedure:

1. "Grievance" means an alleged violation of an article(s) or section(s) of this Master Contract.
2. "School Corporation" means the North Daviess Community Schools, Elnora, Daviess County, Indiana.
3. "School employer" means the Board of School Trustees of the North Daviess Community Schools.
4. "Teacher" means any individual or groups of individuals in the bargaining unit.
5. "Superintendent" means the chief administrative officer of the school corporation, or any person(s) designated by him to act on his behalf in dealing with teachers.
6. "Grievant" means the teacher or teachers making the claim.
7. "Day" means teacher days. During school breaks, this term means weekdays.

B. Purpose

The purpose of this Grievance Procedure is to settle grievances at the lowest possible level. Both parties agree that these proceedings shall be kept as confidential as may be appropriate and lawful at each level of the procedure.

C. Procedure

1. Grievances shall be handled as rapidly as practical. The number of days indicated at each level should be considered as a maximum and every reasonable effort will be made to expedite the process. The time limits may be extended by mutual consent in writing by authorized representatives of each party.
2. It shall be the general practice of all parties to process grievances during mutually agreed to times.
3. All grievances shall be filed on the form set forth in Appendix C.

4. All documents, written communication, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the grievant or witness and shall not be considered in evaluations or consideration of awarding any professional advantage to a teacher.
5. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
6. If the school employer fails at any step to communicate its decision on a grievance within the specified time limit, the grievant shall win and receive the requested relief.
7. Any grievance not advanced by the grievant from one step to the next within the time limit, shall be deemed resolved by the answer at the previous step. The failure of the grievant to advance the grievance shall not serve as a precedent in any subsequent grievance.
8. If there is a grievance which affects a group of teachers, the Association may, on behalf of the teachers, initially file the grievance at Level 3.
9. A grievant may be accompanied by an Association representative at each step of the grievance procedure.

Level One

The teacher with a grievance shall within twenty five (25) days, if possible, first discuss the matter with his immediate administrator, either individually or with a representative of the Association, with the objective of resolving the matter informally. If the grievant has requested Association representation, the administrator shall not initiate any consultation with the grievant prior to any scheduled meeting at which an Association representative is to be present. Once reduced to writing, a grievance may be advanced to Level Two by the mutual and written consent of the grievant and the Association.

Level Two

In the event the grievance is not resolved to the satisfaction of the grievant at Level One, the grievance may be reduced to writing on the form included as Appendix C to this Agreement, signed and copies submitted to the Association, the immediate administrator, and the Superintendent. This formal grievance must be submitted within ten (10) days of the disposition of the grievance at Level One.

Within five (5) days of the filing of the grievance in writing, a meeting shall take place between the immediate administrator involved, the Grievant, and the Association representative. An answer to the grievance shall be given to the grievant in writing within ten (10) days after the meeting.

Level Three

If the grievance is not settled at Level Two, it may be appealed to the Superintendent within ten (10) days by filing a written notice with the Superintendent stating the grounds for the appeal. A meeting with the Superintendent shall be held within seven (7) days

following the receipt of such notice and the Superintendent shall promptly notify the Grievant and the Association of the date, the time, and the place where such appeal shall be heard. The Superintendent's written decision shall be transmitted to the grievant and the Association within ten (10) days after the meeting.

Level Four

Within thirty (30) days of receipt of the decision at Level Three, the grievance may be submitted to arbitration. The Association shall notify the Superintendent of its intention to submit the matter to arbitration within this thirty (30) day period. After notification that the grievance is to be submitted to arbitration, the following procedure shall be followed:

1. The Board and Association by their authorized representatives shall select an arbitrator from a list of persons drawn up by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing.
2. The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this contract or applicable board policy(s).
3. The Board and the Association agree that neither party shall be permitted to assert or offer in an arbitration proceeding any ground or evidence not disclosed to the other party prior to the arbitration hearing.
4. Each of the parties shall bear the expense of preparing and presenting its own case in arbitration. The filing fee and costs and expenses of the arbitrator shall be borne equally by the parties. Each party shall bear the fees and expenses of its respective witnesses and/or attorneys and other costs for arbitration.

ARTICLE VII

ARTICLE OF AGREEMENT

This Agreement is entered into at Elnora, Indiana by and between the Board and the Association on this **9th day of November, 2021**.

The undersigned also attest to the following:

A public hearing (Pre-formal Bargaining Hearing) was held in compliance with I.C. & 20-29-6-1(b) on September 27, 2021. Electronic participation was not available.

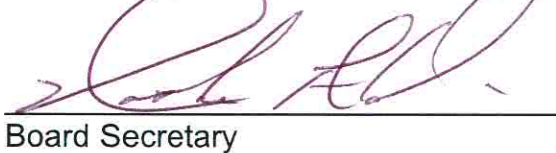
A public meeting in compliance with I.C. 20-29-6-1(b) was held on November 4, 2021 to discuss the tentative agreement and electronic participation was not available.

A public meeting in compliance with I.C. 20-29-6-1(b) was held on November 9, 2021 for ratification of the tentative agreement. Electronic participation was not available.

For the Board:

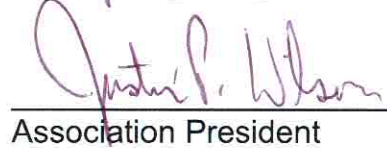

Board Spokesperson

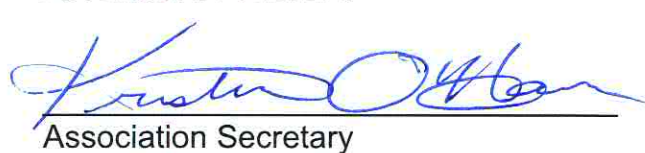

Board President


Board Secretary

For the Association:


Assoc. Bargaining Team Chairperson


Association President


Association Secretary

APPENDIX A

North Daviess Salary Compensation Schedule

STEPS	2021-2022 School Year	2022-2023 School Year
A	\$41,800.00	\$43,300.00
B	\$43,000.00	\$44,500.00
C	\$44,200.00	\$45,700.00
D	\$45,400.00	\$46,900.00
E	\$46,600.00	\$48,100.00
F	\$47,800.00	\$49,300.00
G	\$49,000.00	\$50,500.00
H	\$50,200.00	\$51,700.00
I	\$51,400.00	\$52,900.00
J	\$52,600.00	\$54,100.00
K	\$53,800.00	\$55,300.00
L	\$55,000.00	\$56,500.00
M	\$56,200.00	\$57,700.00
N	\$57,400.00	\$58,900.00
O	\$58,600.00	\$60,100.00
P	\$59,800.00	\$61,300.00
Q	\$61,000.00	\$62,500.00
R	\$62,200.00	\$63,700.00
S	\$63,400.00	\$64,900.00
T	\$64,600.00	\$66,100.00
U	\$65,800.00	\$67,300.00
V	\$67,000.00	\$68,500.00
W	\$68,200.00	\$69,700.00
X	N/A	\$70,900.00

APPENDIX B
EXTRA CURRICULAR PAY SCHEDULE

2021-2022: no change in salaries but some additional positions added
2022-2023: 5% increase

(Number of days, positions, and summer school hourly rate are included for informational purposes only and were not bargained.)

EXTENDED CONTRACTS	2021-2022	2022-2023
Vocational Agriculture	27.5 days	27.5 days
S.A.E. (if a minimum 15 students enrolled)	12.5 days	12.5 days
JSHS Guidance Counselor	20 days	20 days
Elem Guidance Counselor	3.5 days	3.5 days
High School Library	2 days	2 days
Summer School Teacher	Teacher hrly rate	Teacher hrly rate

2021-2023 ECA Pay Rates			
Sport/Activity	Title	2021-2022	2022-2023
BASKETBALL	BOYS VARSITY COACH	\$6,734	\$7,071
BASKETBALL	GRADES 5-12	\$18,253	\$19,166
BASKETBALL	BOYS SUMMER/OPEN GYMS	\$2,272	\$2,386
BASKETBALL	GIRLS VARSITY COACH	\$6,734	\$7,071
BASKETBALL	GRADES 5-12	\$15,494	\$16,269
BASKETBALL	GIRLS FRESHMEN COACH	\$2,759	\$2,897
BASKETBALL	GIRLS SUMMER/OPEN GYMS	\$2,272	\$2,386
SUMMER	GYM SUPERVISOR	\$910	\$956
CHEERLEADING	VARSAITY COACH	\$2,612	\$2,743
CHEERLEADING	ASSISTANT COACH	\$1,566	\$1,644
CHEERLEADING	JR. HIGH COACH	\$1,161	\$1,219
FLAG CORPS	SPONSOR	\$681	\$715
FOOTBALL	VARSAITY COACH	\$6,734	\$7,071
FOOTBALL	GRADES 7-12	\$17,457	\$18,330
FOOTBALL	SUMMER	\$2,272	\$2,386
VOLLEYBALL	VARSAITY COACH	\$3,838	\$4,030
VOLLEYBALL	GRADES 7-12	\$6,396	\$6,716
VOLLEYBALL	SUMMER/OPEN GYMS	\$2,272	\$2,386
BASEBALL	VARSAITY COACH	\$3,838	\$4,030
BASEBALL	PROGRAM	\$6,801	\$7,141
BASEBALL	SUMMER/OPEN FIELDS	\$2,272	\$2,386
SOFTBALL	VARSAITY COACH	\$3,838	\$4,030
SOFTBALL	PROGRAM	\$6,801	\$7,141
SOFTBALL	SUMMER/OPEN FIELDS	\$2,272	\$2,386
TRACK	BOYS VARSITY COACH	\$2,612	\$2,743
TRACK	BOYS ASSISTANT COACH	\$1,566	\$1,644
TRACK	BOYS JR. HIGH COACH	\$1,566	\$1,644

TRACK	GIRLS VARSITY COACH	\$2,612	\$2,743
TRACK	GIRLS ASSISTANT COACH	\$1,566	\$1,644
TRACK	GIRLS JR. HIGH COACH	\$1,566	\$1,644
CROSS COUNTRY	VARSITY COACH	\$2,612	\$2,743
CROSS COUNTRY	JR. HIGH COACH	\$1,566	\$1,644
GOLF	BOYS & GIRLS VARSITY COACH	\$2,272	\$2,386
GOLF	BOYS & GIRLS JR. HIGH COACH	\$1,161	\$1,219
TENNIS	BOYS VARSITY COACH	\$2,272	\$2,386
TENNIS	BOYS JR. HIGH COACH	\$1,161	\$1,219
TENNIS	GIRLS VARSITY COACH	\$2,272	\$2,386
TENNIS	GIRLS JR. HIGH COACH	\$1,161	\$1,219
ALL SPORTS	WEIGHT TRAINER	\$2,272	\$2,386
INSTRUCTIONAL LEAD TEACHER	I.L.T.: UP TO FOUR (4) IN EACH BUILDING	\$718	\$754
CLASS SPONSOR	JR. CLASS SPONSOR (2)	\$718	\$754
CLASS SPONSOR	SR. CLASS SPONSOR (2)	\$492	\$517
BPA	SPONSOR	\$681	\$715
BETA CLUB	SPONSOR	\$1,566	\$1,644
JUST SAY NO	SPONSOR (8)	\$353	\$371
YEARBOOK	SPONSOR	\$1,073	\$1,127
FFA	SPONSOR	\$6,734	\$7,071
FHA	SPONSOR	\$681	\$715
STUDENT COUNCIL	HS SPONSOR	\$1,566	\$1,644
STUDENT COUNCIL	JR. HIGH SPONSOR	\$548	\$575
SCIENCE CLUB	SPONSOR (2)	\$548	\$575
RED CROSS	SPONSOR	\$233	\$245
DRAMA	SPONSOR	\$681	\$715
MUSICAL	PRODUCTION DIRECTOR	\$1,159	\$1,217
MUSICAL	PRODUCTION ASSISTANT	\$353	\$371
ND SINGERS	SPONSOR	\$681	\$715
STAGE	SUPERVISOR	\$353	\$371
CHOIR	EXTRA	\$681	\$715
BAND	EXTRA	\$3,342	\$3,509
BAND	HS SUMMER	\$2,545	\$2,672
BAND	JR. HIGH SUMMER	\$1,122	\$1,178
MUSICAL	ELEMENTARY CHRISTMAS (2)	\$462	\$485
MUSICAL	ELEMENTARY SPRING (3)	\$462	\$485
SCIENCE BOWL	SPONSOR (2)	\$353	\$371
SPELL BOWL	SPONSOR (2)	\$353	\$371
MATH BOWL	SPONSOR (2)	\$353	\$371
ROBOTICS/STEM	COACH (4)	\$462	\$485
ACADEMIC	COACH (2)	\$353	\$371
FRENCH CLUB	SPONSOR (1)	\$548	\$575
SPANISH CLUB	SPONSOR (1)	\$548	\$575

GIRLS WHO CODE	SPONSOR (2)	\$353	\$371
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APPENDIX C

NORTH DAVIESS COMMUNITY SCHOOLS, INC.

GRIEVANCE REPORT FORM

LEVEL _____

Name of Grievant(s) _____

Building _____

Teaching Assignment _____

Date Received _____

Received By _____

A. STATEMENT OF THE GRIEVANCE:

B. PROVISION(S) OF CONTRACT ALLEGED TO BE VIOLATED:

C. RELIEF SOUGHT:

Date Filed By Grievant(s) _____

Signature of Grievant(s) _____

Signature of Classroom Teachers Association President or Representative
