CONTRACT BETWEEN

THE NORTH DAVIESS COMMUNITY SCHOOL BOARD

AND

THE NORTH DAVIESS CLASSROOM TEACHERS ASSOCIATION

FOR

2026 – 2027

Ratified on 11-9-2026

TABLE OF CONTENTS

		Page
I.	ARTICLE I: RECOGNITION	3
II.	ARTICLE II: TERM OF AGREEMENT	3
III.	ARTICLE III: COMPENSATION	3
IV.	ARTICLE IV: LEAVES	5
	A. Personal Leave	5
	B. Sick Leave and Sick Leave Bank	5
	1. Sick Leave	5
	2. Sick Leave Bank	5
	C. Bereavement Leave	6
	D. Professional Leave	6
	E. Military Leave	6
	F. Civic Leave	6
	G. Legal Leave	6
	H. Parental Leave	6
	I. Unpaid Leaves of Absence - Maternity Leave	6
	J. Adoption Leave	7
	K. Association Leave	7
	L. Sick Leave Incentive Pay	7
V.	ARTICLE V: CERTIFIED EMPLOYEE BENEFITS	9
	A. Retirement Buyouts & Benefits	9
	1. Severance Benefits Buyout	9
	2. Buyout Out Contributions	10
	B. Individual VEBA Account	11
	C. Ongoing 401(a)	12
	D. Life Insurance	12
	E. Long Term Disability Insurance	13
	F. Health Insurances	13
	1. Hospitalization, Surgical & Medical Insurance	13
	2. Vision Insurance	13
	3. Dental Insurance	13
	4. Participation in Southern Indiana School Trust and Ins. Comm.	14
	5. Employee Benefits Committee	14
	G. Section 125 Plan	14
	H. Background Checks	14
VI.	ARTICLE VI: GRIEVANCE PROCEDURE	15
	A. Definitions	15
	B. Purpose	15
	C. Procedure	15
VII.	ARTICLE VII: ARTICLE OF AGREEMENT	18

APPENDIX SECTIONS

A--Compensation Schedule (suspended for 2025-2026 contract)	19
B--Extended Contracts	20
C--Extra Curricular Pay	21
D--Grievance Form	24

I. ARTICLE I: RECOGNITION:

This Agreement was entered into this November 9, 2026 by and between the North Daviess Classroom Teachers Association, hereinafter called the "Association", and the Board of the North Daviess Community Schools of Daviess County, Indiana, hereinafter called the "Board."

The Board recognizes the exclusive representative's definition of the bargaining unit:

All certificated employees except the Superintendent, the Director of Curriculum and Technology, the Principals, the Assistant Principals, the Athletic Director, the Dean of Students, the Instructional Coach/ JSHS Director of Integration, the Instructional Coach/ELEM Director of Literacy, Behavior Interventionist, Social Worker, Substitute and Temporary Teachers, and supervisors within the definition set out in Indiana Code 20-29-2-19.

II. ARTICLE II: TERM OF AGREEMENT:

This Agreement shall be effective as of July 1, 2026 and shall continue in effect through June 30, 2027.

III. ARTICLE III: COMPENSATION

A. Salary Range

25-26 School Year: The salary range was $48,300 - $78,300 not including current year increases or TRF contributions.

26-27 School Year: **The salary range will be $48,300 - $78,800** not including literacy endorsement differentiation or TRF contributions.

B. Literacy Endorsement Base Salary Differentiation

Prior to receipt of the increase described in Section C, the base salary of teachers who possess a literacy endorsement will be adjusted, as needed, to reflect a **$200.00** differential (in comparison to the base salary of teachers who otherwise have the same credentials but do not possess the literacy endorsement).

C. Base Salary Increases

1. Factors and Definitions

a. **Evaluation**: teachers received a "Highly Effective" or "Effective" evaluation in the prior school year.

b. **Teacher Experience**: teacher must have been in a paid status, as defined by the Indiana Public Retirement System, for at least 120 days during the previous school year.

c. **Academic Needs**: The need to retain certain teachers important to the school corporation, and includes all content area secondary teachers, and elementary school teachers who are members of the bargaining unit.

2. **Itemized Compensation Requirements and Distribution**
   Calculation of Total Possible Base Salary Increases Available to Teachers Under the Compensation Plan = **$500.00**
   a. Increase attributable to **education and experience (maximum of 50% of the total $500 possible compensation increase)**
      - **Experience**: Increase attributable to **experience** = **$175.00**, which is **35%** of the total $500 possible compensation increase
      - **Education**: Increase attributable to **education** = **$0**, which is **0%** of the total $500 possible compensation increase
      - **Combined Experience + Evaluation**: The **combined** increase for **education and experience** is **$175.00**, which is **35%** of the total $500 possible compensation increase
   b. Increase attributable to **evaluation (no mandatory %)**
      - Increase attributable to **evaluation** = **$175.00**, which is **35%** of the total $500 possible compensation increase
   c. Increase attributable to **academic needs (10% minimum of the total $500 possible compensation increase)**= **$150.00**, which is **30%** of the total $500 possible increase

D. New Hire Salaries

1. The salary for newly hired teachers with no experience or additional attainment is $48,300.
2. The salary for new hires with no experience who possess a literacy endorsement is $48,300 + **$200.00**= $48,500.00
3. The salary for new hires with verified teaching experience or additional attainment will be determined by the Superintendent within the salary range identified in Section A, above.

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.

E. INPRS

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.

IV. ARTICLE IV: LEAVES

A. Personal Leave

Each teacher covered by this Agreement shall be granted seven (7) days of (paid) personal leave per school year. Each request shall be submitted in writing to the Superintendent and no reason must be given other than personal business. Unused personal leave days from previous school years shall accumulate to a maximum of twelve (12) days. Any remaining days shall be transferred to the teacher's accumulated sick leave. A teacher may use up to a maximum of twelve (12) personal leave days in any one (1) school year.

B. Sick Leave and Sick Leave Bank

1. Sick Leave

a. Each teacher covered by this Agreement shall be granted ten (10) days per school year to use in cases of personal illness or medical, vision, or dental appointments. Sick leave may be used for the illness of any family member, defined as spouse, mother, father, brother (including ½ brother), sister (including ½ 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.

b. 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.

c. A teacher previously employed by another Indiana school corporation will have at least 3 days of sick leave, if available, transferred from the previous school year upon employment with NDCSC and again each year until sick leave from the previous corporation is exhausted.

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 and needs additional sick leave days due to a birthed child, a serious illness, pregnancy, or an injury to the member not covered by other types of leave.

a. Each teacher covered by this Agreement shall be a member of the sick leave bank.

b. 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.

c. If a member has a serious illness, injury, or pregnancy 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.
d. 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.
e. Sick leave bank days can be used to aid in fulfilling up to a six week maternity leave. Once exhausting all sick leave days, a teacher can request (in writing) for up to thirty (30) sick bank leave days to aid in fulfilling a six-week maternity leave.
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.
g. 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.
h. 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.
i. 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 or the case of a teacher's family member having a miscarriage or stillborn. The teacher must take the bereavement leave within twenty-one (21) calendar days of the death of the family member. Any unused days after that date will no longer be available for use.
2. A teacher serving as an estate administrator or having Power of Attorney (POA) at the time of death of an individual will be granted up to five (5) work days with submission of documentation of the POA/estate administrator status. The teacher must take the bereavement leave within sixty (60) calendar days of the death of the individual for which the teacher is serving as POA/estate Administrator.
3. 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 members 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.

4. Each school year, a teacher is entitled to be absent up to five (5) consecutive calendar days without loss of compensation, in the case of the death of a friend.
5. It is the intent of NDCSC to allow a teacher to utilize **either** #1, #2, or #4 as mentioned above, for each death. A teacher cannot utilize more than one of the options listed in #1, #2, or #4.

D. Professional Leave
A teacher may be granted professional leave by the Superintendent for attending meetings, seminars, or conferences of an educational nature.

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. Legal Leave
If a teacher is summoned to appear as a witness in a court of law or serve on a jury in a court of law on a day when school is in session, the teacher shall receive his/her full salary provided that the teacher agrees to return to the Superintendent immediately upon receipt all pay, if any, received for appearing in court or serving on a jury.

H. Parental Leave
Upon written request, a teacher shall be granted leave with pay for five (5) (was 2) days upon the birth of his/her child.

I. 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.

J. Adoption Leave

A teacher who is 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.

K. 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.

L. 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 at least 120 days in a school year and takes zero (0) leave days in a semester shall receive $400.00 (was 350) as additional
compensation per semester. This amount will be deposited into the teacher's individual VEBA account no later than February 1 for the first semester and July 1 for the second semester.

3. A teacher employed on a regular contract for at least 120days in a school year and takes one (1) leave day in a semester shall receive $300.00 (was 250) as additional compensation per semester. This amount will be deposited into the teacher's individual VEBA account no later than February 1 for the first semester and July 1 for the second semester.

4. A teacher employed on a regular contract for at least 120 days in a school year and takes two (2) leave days in a semester shall receive an additional $225.00 (was 175) as additional compensation per semester. This amount will be deposited into the teacher's individual VEBA account no later than February 1 for the first semester and July 1 for the second semester.

5. A teacher employed on a regular contract for less than 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 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 $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.

7. Annual Sick Day Buy-Back
   The Board will purchase up to five (5) sick days at $75.00 per day from the teacher's accumulated sick leave for teachers with more than 90 sick days accumulated at the end of a school year. This amount will be deposited into his/her VEBA account on or before June 30th of that year.

V: 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:

1) 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.
2) 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.
3) 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.
4) 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
5) 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.

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-and-a-half percent (1.5%) of the contract salary.

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 On or 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 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 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

Prior to July 1, 2024, 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/her 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.

Effective July 1, 2024, the Board will provide without cost to each teacher $100,000 of life insurance coverage and accidental death and disability insurance. In addition to this life insurance, each teacher may choose to purchase, at his/her own cost, an additional $100,000 of supplemental life insurance at the same group life insurance rate. Retired teachers may choose to remain on the school corporation's $100,000 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.

VI. ARTICLE VI: GRIEVANCE PROCEDURE

This Grievance Procedure, hereinafter referred to as the "Procedure," sets out the conditions under, and procedures by which, grievances alleged by certificated school employees as defined in this Agreement shall be processed. If any such grievances arise, there shall be no stoppage or suspension of work because of such grievances; but such grievances shall be submitted to these grievance procedures.

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, and shall be limited to, an alleged violation of an article(s) or section(s) of this Master Contract in its application or interpretation, except where such article or section is exempt from this procedure.

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/her to act on his/her behalf in dealing with teachers.

6. "Grievant" means the certificated school employee directly affected by the alleged violation making the claim.

7. "Day" means school employer assigned teacher days which occur during the term of a teacher's individual contract; provided, however, that at all other times, "day" shall mean 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 D.
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 D 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 advisory 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.

VII 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 November, 2026**.

The undersigned also attest to the following:

A public hearing was held in compliance with I.C. 20-29-6-1(b) on **September 2, 2026**. Electronic participation from the governing body and the public was not permitted.

A public meeting in compliance with I.C. 20-29-6-19 was held on **October 26, 2026**, to discuss the tentative agreement. Electronic participation from the governing body and public was not permitted.

A public meeting in compliance with I.C. 20-29-6-1(b) was held on **November 9, 2026**, for ratification of the tentative agreement. Electronic participation was not permitted.

This Agreement was ratified by the ND CTA on **October 8 , 2026**.

The Agreement was ratified by North Daviess Community School Board of Trustees on **November 9, 2026**.

For the Board:

Board Spokesperson
Jodi Berry, Superintendent

NDCSC Board President
Roger Callahan

NDCSC Board Secretary
Brad Roark

For the Association:

Assoc. Bargaining Team Chairperson
Justin Wilson

Association President
Justin Wilson

Association Secretary
Cassie Collins

APPENDIX A:
COMPENSATION SCHEDULE

2026-2027 School Year				
25-26 Level	**25-26 Base**	**26-27 Level**	**26-27 Base Potential increase is $500 from 25-26 SY (prior to literacy endorsement)** ***To gain the full $500 on the base from the previous school year, please consult this contract, Section III.C.2 Itemized Compensation Requirements & Distribution.***	**Literacy Endorsement on License by August 1 of each school year**
A	$48,300.00	A	$48,300.00	$48,500.00
B	$49,500.00	B	$48,800.00	$49,000.00
C	$50,700.00	C	$50,000.00	$50,200.00
D	$51,900.00	D	$51,200.00	$51,400.00
E	$53,100.00	E	$52,400.00	$52,600.00
F	$54,300.00	F	$53,600.00	$53,800.00
G	$55,500.00	G	$54,800.00	$55,000.00
H	$56,700.00	H	$56,000.00	$56,200.00
I	$57,900.00	I	$57,200.00	$57,400.00
J	$59,100.00	J	$58,400.00	$58,600.00
K	$60,300.00	K	$59,600.00	$59,800.00
L	$61,500.00	L	$60,800.00	$61,000.00
M	$62,700.00	M	$62,000.00	$62,200.00
N	$63,900.00	N	$63,200.00	$63,400.00
O	$65,100.00	O	$64,400.00	$64,600.00
P	$66,300.00	P	$65,600.00	$65,800.00
Q	$67,500.00	Q	$66,800.00	$67,000.00
R	$68,700.00	R	$68,000.00	$68,200.00
S	$69,900.00	S	$69,200.00	$69,400.00
T	$71,100.00	T	$70,400.00	$70,600.00
U	$72,300.00	U	$71,600.00	$71,800.00
V	$73,500.00	V	$72,800.00	$73,000.00
W	$74,700.00	W	$74,000.00	$74,200.00
X	$75,900.00	X	$75,200.00	$75,400.00
Y	$77,100.00	Y	$76,400.00	$76,600.00
Z	$78,300.00	Z	$77,600.00	$77,800.00
		AA	$78,800.00	$79,000.00

APPENDIX B:
EXTENDED CONTRACTS

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

EXTENDED CONTRACTS	**2026-2027**
Vocational Agriculture Instructor	27.5 days
*Summer Ag Experience (SAE) Instructor	12.5 days
*(*SAE must have a minimum of 15 students enrolled)*	
JSHS Guidance Counselor	20 days
Elem Guidance Counselor	3.5 days
High School Librarian	2 days
Cougar Creations Instructor	10 days
Welding Instructor	10 days
FabLab Instructor	10 days
Summer School Teacher	Teacher hrly rate
**Ancillary school-sanctioned events (Supt approval)	$40/hr
***Dual Credit teacher stipend	$2,000
*(***DC Stipend is an annual stipend to a teacher who teaches at least 1 semester of a dual credit course and is payable in May of each school year)*	

APPENDIX C:
EXTRA CURRICULAR PAY SCHEDULE

2026-2027 ECA Pay Rates		
SPORT / ACTIVITY	**TITLE / POSITION** **A coach cannot be paid for more than one stipend in the same sport at the same level. (e.g. one coach cannot be paid both the Girls Track Varsity Coach and the Girls Track Varsity Assistant Coach stipends.)**	***STIPEND AMOUNT***
ALL SPORTS	WEIGHT TRAINER	$2,505
BASEBALL	OUT OF SEASON (paid in June 2027)	$2,505
BASEBALL	PROGRAM K-12 Coaching Staff	$7,498
BASEBALL	VARSITY COACH	$4,231
BASKETBALL - Boys	BOYS VARSITY COACH	$7,424
BASKETBALL - Boys	BOYS OUT OF SEASON (paid in June 2027)	$2,505
BASKETBALL - Boys	BOYS PROGRAM K-12 Coaching Staff	$20,124
BASKETBALL - Girls	GIRLS VARSITY COACH	$7,424
BASKETBALL - Girls	GIRLS FRESHMAN COACH	$3,042
BASKETBALL - Girls	GIRLS OUT OF SEASON (paid in June 2027)	$2,505
BASKETBALL - Girls	GIRLS PROGRAM K-12 Coaching Staff	$17,082
CHEERLEADING	VARSITY COACH	$2,880
CHEERLEADING	VARSITY ASSISTANT COACH	$1,727
CHEERLEADING	JR. HIGH COACH	$1,280
CROSS COUNTRY	BOYS & GIRLS VARSITY COACH	$2,880
CROSS COUNTRY	BOYS & GIRLS OUT OF SEASON (paid in June 2027)	$2,505
CROSS COUNTRY	BOYS & GIRLS JR. HIGH COACH	$1,727
FLAG CORPS	SPONSOR	$751
FOOTBALL	VARSITY COACH	$7,424
FOOTBALL	PROGRAM K-12 Coaching Staff	$19,246
FOOTBALL	OUT OF SEASON (paid in June 2027)	$2,505
GOLF	BOYS VARSITY COACH	$2,505
GOLF	GIRLS VARSITY COACH	$2,505
GOLF	BOYS & GIRLS OUT OF SEASON (paid in June 2027)	$2,505
GOLF	BOYS & GIRLS JR HIGH COACH	$1,280

SOFTBALL	VARSITY COACH	$4,231
SOFTBALL	OUT OF SEASON (paid in June 2027)	$2,505
SOFTBALL	PROGRAM K-12 Coaching Staff	$7,498
SUMMER	GYM SUPERVISOR	$1,003
TENNIS - Boys	BOYS VARSITY COACH	$2,505
TENNIS - Boys	BOYS VARSITY ASSISTANT COACH	$1,726
TENNIS - Boys	BOYS OUT OF SEASON (paid in June 2027)	$2,505
TENNIS - Boys	BOYS JR. HIGH COACH	$1,280
TENNIS - Girls	GIRLS VARSITY COACH	$2,505
TENNIS - Girls	GIRLS VARSITY ASSISTANT COACH	$1,726
TENNIS - Girls	GIRLS OUT OF SEASON (paid in June 2027)	$2,505
TENNIS - Girls	GIRLS JR. HIGH COACH	$1,280
TRACK - Boys	BOYS VARSITY COACH	$2,880
TRACK - Boys	BOYS VARSITY VARSITY COACH	$1,727
TRACK - Boys	BOYS OUT OF SEASON (paid in June 2027)	$2,505
TRACK - Boys	BOYS JR. HIGH COACH	$1,727
TRACK - Girls	GIRLS VARSITY COACH	$2,880
TRACK - Girls	GIRLS VARSITY ASSISTANT COACH	$1,727
TRACK - Girls	GIRLS OUT OF SEASON (paid in June 2027)	$2,505
TRACK - Girls	GIRLS JR. HIGH COACH	$1,727
VOLLEYBALL - Girls	VARSITY COACH	$4,231
VOLLEYBALL - Girls	OUT OF SEASON (paid in June 2027)	$2,505
VOLLEYBALL - Girls	PROGRAM K-12 Coaching Staff	$7,052
ACADEMIC Lang. bowl	SPONSOR *(up to 2 per bldg*)*	$389
ACADEMIC Math bowl	SPONSOR *(up to 2 per bldg*)*	$389
ACADEMIC Science bowl	SPONSOR *(up to 2 per bldg*)*	$389
ACADEMIC Spell Bowl	SPONSOR *(up to 2 per bldg*)*	$389
ACADEMIC Super Bowl	SPONSOR *(up to 5 @ JSHS*)*	$389
BAND	EXTRA (e.g. concerts, pep band, jazz band, competitions, festivals, graduation etc.)	$3,685
BAND	HS SUMMER	$2,806
BAND	JR. HIGH SUMMER	$1,237
BETA CLUB	JSHS SPONSOR	$1,727
CHOIR	EXTRA (e.g. concerts, pep band, jazz band, competitions, festivals, graduation etc.)	$751
CLASS SPONSOR	JR. CLASS SPONSOR *(up to 2*)*	$792
CLASS SPONSOR	SR. CLASS SPONSOR *(up to 2*)*	$542

CLUB - ART CLUB	SPONSOR @ JSHS	$604
CLUB - FRENCH CLUB	SPONSOR @ JSHS	$604
CLUB - SPANISH CLUB	SPONSOR @ JSHS	$604
FFA	SPONSOR @ JSHS	$7,424
GIRLS WHO CODE	SPONSOR *(up to 2 @ ELEM*)*	$389
JUST SAY NO	SPONSOR *(up to 8 @ ELEM*)*	$389
MUSICAL - ELEM	MUSIC TEACHER *(up to 3 times*; e.g. grades 1, 3, 5 on different nights*)*	$509
MUSICAL/PLAY - JSHS	SPONSOR	$751
MUSICAL/PLAY - JSHS	PRODUCTION DIRECTOR	$1,278
MUSICAL/PLAY - JSHS	PRODUCTION ASSISTANT	$389
MUSICAL/PLAY - JSHS	STAGE SUPERVISOR	$389
ND SINGERS - JSHS	SPONSOR	$751
RED CROSS - JSHS	SPONSOR	$257
ROBOTICS/STEM	COACH *(UP TO 4*)*	$509
RUNNING CLUB - ELEM	ELEMENTARY *(UP TO 2*)*	$604
SCIENCE CLUB - JSHS	JSHS SPONSOR *(UP TO 2*)*	$604
STUDENT COUNCIL	HIGH SCHOOL SPONSOR	$1,727
STUDENT COUNCIL	JR. HIGH SPONSOR	$604
YEARBOOK	JSHS SPONSOR	$1,183
CORPORATION LANGUAGE/EL TRANSLATOR/ INTERPRETER	CORPORATION LANGUAGE/EL TRANSLATOR/INTERPRETER	$2,505

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

APPENDIX D:

NORTH DAVIESS COMMUNITY SCHOOLS

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

_____