

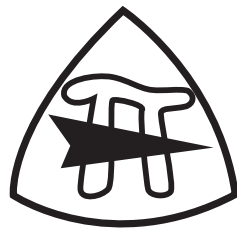
CBA COMPLIANCE CHECKLIST

Submit with your ratified CBA on Gateway

Required Items	✓	Page No. ¹
School employer and exclusive representative identified	✓	1
Bargaining unit description (must be consistent with most recent IEERB Order)	✓	1
Beginning and ending date of CBA (must end on or before June 30, 2019)	✓	26
Ratification date (must be on or after September 15, 2017)	✓	27
Signature of at least one agent of both parties	✓	
Permitted Items		
General definitions (definitions that apply to the whole CBA)	✓	1-2
Grievance procedure (if arbitration used, must indicate if advisory or binding)	✓	23-26
Contract interpretation provisions (e.g., severability, supremacy, savings clauses)	✓	2
Salaries and salary increases		
Salary for newly hired teacher (amount, schedule, or method of calculation)	✓	2
Compensation plan		
If there are no salary increases, CBA includes a statement to that effect	✓	
If it is a transition year, CBA includes statement to that effect	✓	
Salary range for all teachers (don't include current year increases or ISTRF)	✓	2
Salary increases		
Statement that teachers rated ineffective/improvement necessary are not eligible (except, if applicable, teachers in their first two school years of instructing students)	✓	3-4
Based on at least two of the five statutory factors	✓	3
Definitions of factors (e.g. experience, academic needs, instructional leadership)	✓	3-4
How much each factor contributes to increase (points, percentage, amount, etc.)	✓	3
Amount of increase (flat amount, % amount) or method for calculating amount	✓	3-4
Redistribution provision or a statement explaining why redistribution not necessary	✓	3
Stipends (if applicable) (make sure stipends are clearly labelled as such)	✓	4
Wages		
Wages/compensation for ancillary duties (can only bargain compensation)	✓	6-7
Wages/compensation for extracurricular duties (cannot bargain numbers of positions)	✓	7, 28-31
Compensation for extended contracts (cannot bargain number of days)	✓	29-31

¹ IEERB encourages parties to number the pages of their CBA. If there are no page numbers, parties should identify the Article or Section number of the particular item (e.g., Art. I Sec B; Sec IV #2, etc.).

Agreement between the
MISHAWAKA EDUCATION ASSOCIATION
and
THE BOARD OF SCHOOL TRUSTEES
of
SCHOOL CITY OF MISHAWAKA



2017 - 2019

Article	Page
1. INTRODUCTORY INFORMATION	
1-A Parties	1
1-B Recognition	1
1-C Definitions	2
1-D Contract Interpretation Provisions	2
2. SALARY AND WAGES	
2-A Salary Range	2
2-B Compensation Plan	3-4
2-C Other Permissible Salary Items	4-5
2-D Ancillary Duty Pay.....	6-7
2-E Co-Curricular/Extra-Curricular Activity Pay...7	
2-F Dual Credit.....	7
2-G Additional Instructional Assignment	7
3. SALARY/WAGE RELATED FRINGE BENEFITS	
3-A Sick Leave.....	8-9
3-B Bereavement Leave.....	10
3-C Jury Duty Leave and Witness Fees	10
3-D Personal Business Leave.....	11
3-E Religious Holiday Leave.....	12
3-F Military Leave.....	12
3-G Compensation for Work Related Loss/Injury...12-14	
3-H Association Leaves	14
3-I Expanded Criminal History Background Checks ..14	
3-J Health Insurance	14-15
3-K Dental Insurance	15
3-L Vision Insurance	15
3-M Life Insurance	15
3-N Income Protection	15
3-O Voluntary Employees' Beneficiary Association (VEBA).....	16
3-P Post-Retirement 403(b) Program	16-17
3-Q Severance Pay	17
3-R Retirement Benefits.....	17-19
3-S Liability Insurance	19
3-T Miscellaneous Provisions.....	19
3-U Admission to School Related Events	19
3-V Section 125 Benefit.....	20
3-W Unpaid Leave	20-22
5. GRIEVANCE PROCEDURE	
5-A Definitions.....	23
5-B General Provisions	23-24
5-C Procedure	24-26
6. DURATION OF THE AGREEMENT.....	26
Appendix	Page
APPENDIX A- Co-Curricular/Extra Curricular Activity Responsibility Stipends	28-31
Athletic Coaching Salary Stipends.....	32
APPENDIX B- Pay Dates	33-34
APPENDIX C-Grievance Form	35-37

2017-2018 MASTER AGREEMENT

Article I

Introductory Information

A. Parties

The parties to this Master Agreement (hereinafter “Agreement”) are the Board of School Trustees for the School City of Mishawaka (hereinafter “the Board”) and the Mishawaka Education Association (hereinafter “the Association”)

B. Recognition

The Board of School Trustees of the School City of Mishawaka (hereinafter “the Board”), hereby recognizes the Mishawaka Education Association (hereinafter “the Association”) as the exclusive bargaining representative for the following described unit: “All certificated persons employed half-time or more and whose official assignment requires a teacher’s license issued by the State of Indiana, but specifically excluding the superintendent, the assistant superintendents, all directors, administrative assistants, supervisors, psychologists, principals, vice-principals, pupil services administrators, deans of students, special education lead professionals, and any school employee employed less than half time.”

C. Definitions

The term “Board” when used in this Agreement shall refer to the Board of School Trustees of the School City of Mishawaka, as well as any person or persons authorized to act for the Board in dealing with its employees.

1. The term “Association” when used in this Agreement shall refer to the Mishawaka Education Association.
2. The term “Teacher” when used hereinafter shall refer to all employees represented by the Association in the bargaining unit as defined above. When references are made to male Teachers in this Agreement, said reference shall also include female Teachers.
3. The term “Immediate Family” shall include spouse, children, mother, father, stepmother, stepfather, foster parents, mother-in-law, father-in-law, brother, sister, grandchildren, or any other member of the family unit whose residence is in the same household as the Teacher.
4. The term “Hourly Rate” shall refer to the pay rate arrived at by dividing a Teacher’s annual salary (as established by the terms of this Agreement), by the number of Teacher workdays in the current school year, further divided by the number of hours in the regular Teacher work day (exclusive of the Teacher’s unpaid lunch break).
5. The term “year of experience” refers to the Teacher having been employed by any Indiana public school corporation for at least one hundred twenty (120) days in the prior school year.

6. The term “staff performance evaluation rating” refers to an annual written evaluation of the Teacher’s instructional performance that was completed by any Indiana public school corporation, consistent with the terms of I.C. 20-29-11.5.

D. Contract Interpretation Provisions

1. Effects of the Agreement. If any provision of this Agreement or any application of the Agreement to any Teacher or group of Teachers shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Any changes which may become necessary with respect to any provision of this Agreement in order to bring it into compliance with the laws of the State of Indiana and/or the rules and regulations of the Indiana Department of Education, or to avoid financial penalties imposed by noncompliance, shall be negotiated and approved by both parties.
2. Complete Agreement of the Parties
The Board and the Association mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding of both parties and can be altered only by the voluntary, mutual consent of both parties. The parties further agree that any future oral agreements or practices will not be recognized unless committed to writing and signed by the parties as a supplement to this Agreement.
3. Cost of Printing
The cost of printing this Agreement will be shared equally by the Board and the Association.
4. Titles and Headings
Article, section and paragraph titles and headings are used for easy reference only and are not to be interpreted in any substantial manner, nor to assess the meaning of this negotiated Agreement.

Article II
Salary & Wages

A. Salary Range

The salary range for 2017-2018 will be \$38,000.00 - \$65,984, plus any increases. The salary range for 2018-2019 will be \$38,000.00 - \$67,484, plus any increases. The base salary range for Teachers after the increases negotiated as part of this Agreement is as follows:

1. 2017-2018: \$38,000.00 - \$67,484
2. 2018-2019: \$38,000.00 - \$68,684

B. Compensation Plan

1. Effective January 1, 2018, the Board will increase each eligible Teacher's base salary in effect on December 31, 2017, by the sum of One Thousand Five Hundred 00/100 Dollars (\$1,500) The Board shall pay each Teacher an amount equivalent to 10/26 of their respective base salary increase in a lump sum with the second paycheck in January of 2018. The Board shall pay each Teacher an amount equivalent to the remaining 16/26 of their respective base salary increase over the course of the remaining pays for the 2017-2018 school year.
2. Effective January 1, 2019, the Board will increase each eligible Teacher's base salary in effect on December 31, 2018, by the sum of One Thousand Two Hundred and 00/100 Dollars (\$1,200). The Board shall pay each Teacher an amount equivalent to 10/26 of their respective base salary increase in a lump sum with the second paycheck in January of 2019. The Board shall pay each Teacher an amount equivalent to the remaining 16/26 of their respective base salary increase over the course of the remaining pays for the 2018-2019 school year.
3. Thirty percent (30%) of the base salary increase received by a Teacher for 2017-2018 and/or 2018-2019 shall be considered to be the result of the Teacher having accrued an additional year of experience, as defined by this Agreement. The remaining seventy percent (70%) of the base salary increase received by a Teacher shall be considered to be the result of the Teacher having received an overall evaluation rating of Highly Effective or Effective on the Teacher's staff performance evaluation for the 2016-17 and/or 2017-18 school years, as defined by the terms of this Agreement.
4. A Teacher who received an overall evaluation rating of Improvement Necessary or Ineffective on the Teacher's staff performance evaluation for the 2016-17 school year will not be eligible to receive any portion of this additional compensation, likewise for school year 2017-18. The Board will instead pay the total amount of additional compensation that these Teachers would have earned to those Teachers who received an overall staff performance evaluation rating of Highly Effective or Effective, on a pro rata basis. Pursuant to I.C. 20-28-9-1.5 (d), the statutory prohibition against a Teacher receiving additional compensation based upon overall evaluation results does not apply to a Teacher in the first two (2) full school years of employment by the Board.
5. The Board will hire new Teachers for the next school year at the same salary amounts that the Board will pay to veteran Teachers with equivalent education and experience for the current school year. However, the Board shall retain the discretion to pay a new Teacher any salary amount set out

in this Agreement when the Teacher is hired for a position in a specialized content area that the Board has deemed difficult to fill. The Board shall not exercise this discretion in a manner that results in the resignation and immediate re-hiring of a Teacher who was employed by the Board as a Teacher during the school year immediately preceding the school year of hire by prior agreement between the Board and the individual teacher (i.e., no bona fide separation of employment).

6. The minimum salary for new teachers hired for the 2017-2018 school year and thereafter is Thirty-Eight Thousand and 00/100 Dollars (\$38,000). For 2017-2018 only, any Teacher who was employed by the Board under the terms of a regular teacher's contract during the 2016-2017 school year at a salary amount less than the new minimum Teacher salary will receive a salary increase based upon the statutory factor of the academic needs of students in the school corporation. For purposes of this provision, the parties have agreed that the academic needs of students in the school corporation are served by ensuring educational continuity through retaining effective and highly effective teachers whose salary is less than the minimum salary offered to teachers newly hired for the current school year. The amount of this increase will be equivalent to the difference between the Teacher's salary for the 2016-2017 school year and the new minimum Teacher salary. A Teacher who received an increase to his base salary of One Thousand Five Hundred and 00/100 Dollars (\$1,500) or more as a result of the establishment of the salary range for 2017-18 will not receive any additional increase in compensation for 2017-18.
7. The Superintendent shall have the discretion to pay a yearly stipend in an amount up to Five Thousand and 00/100 Dollars (\$5,000) to Teachers who provide instruction in areas of specialized certification/high need, following consultation with the Association. This stipend was bargained outside of the compensation plan in accordance with legal guidance and decisions issued by the Indiana Education Employment Relations Board.
8. During 2017-2018 only, the Board shall pay a one-time lump sum stipend in the amount of Five Hundred and 00/100 Dollars (\$500) to each Teacher who was employed by the Board on a regular teacher's contract for the 2016-2017 school year. The Board shall pay each eligible Teacher this lump sum stipend with the first paycheck in December of 2017.

C. Other Permissible Salary Items

1. The salary range and fringe benefits of Teachers whose employment is governed by the terms of this Agreement shall be based upon a contractual work year of one hundred eighty-three (183) days. This provision was not

bargained and has been included in the Agreement for informational purposes only.

2. The Board shall pay directly to the Indiana Teacher Retirement Fund (TRF) each Teacher's three percent (3%) mandatory contribution to this retirement fund.
3. Compensation for Summer School Service
For all summer courses, the Board shall issue a Supplemental Service Teacher's Contract and pay all Teachers the hourly rate of Fifty-Five and 00/100 Dollars (\$55.00) per hour. The parties acknowledge that while I.C. 20-28-6-7 (d) provides that the Superintendent shall determine the salary for a supplemental service (including summer school) contract, the Superintendent has nevertheless exercised his discretion in order to determine that this supplemental service compensation be bargained.
4. Compensation for Teaching an Additional Credit Class Before/After the Regular Teacher Work Day. The Board will pay a stipend in the amount of One Thousand and 00/100 Dollars (\$1,000.00) per semester to a Teacher who is assigned to provide instruction with respect to a for credit class that meets before/after the regular teacher work day. This stipend was bargained outside of the compensation plan in accordance with legal guidance and decisions issued by the Indiana Education Employment Relations Board.
5. Wage Payment Agreement
 - a. The Board shall compensate Teachers in twenty-six (26) payments for services rendered under contract; Teachers shall receive twenty-six (26) payments in a given calendar year.
 - b. The Board will issue paychecks on the third Friday of the Teacher work year and every two (2) weeks thereafter for the 2017-2018 and 2018-19 school year. A list of pay dates for 2017-2018 and 2018-2019 is attached hereto and incorporated by reference as if fully set out herein as Appendix B.
 - c. A Teacher may elect to receive the balance due on his contract with the first scheduled paycheck in June by notifying the Business Office of this decision through the use of the appropriate form on or before May 15th of each year. The Business Office must receive the Teacher's form by the end of the business day on May 15th. If May 15th occurs on a day that school is not in session, this deadline will instead be the last day that school is in session prior to May 15th. The Business Office will not process any forms that are received after the deadline established in this paragraph, whether the form is received via postal delivery or otherwise. The

Business Office will provide a Teacher with written confirmation that the form has been received within five (5) business days of the receipt of the form.

- d. Should the Board determine that it is not in a financial position to provide Teachers with the balances due on contracts with the first scheduled paycheck in June, the Board will pay the balances due to Teachers at the time of a subsequent pay date, and in any case by no later than the first scheduled pay date in July.

D. Ancillary Duty Pay

1. The Board will have no obligation to pay additional compensation to a Teacher for attending and participating in the following meetings and/or activities that occur before/after the contractual work day and during the course of the school year:
 - a. Staff/faculty meetings;
 - b. Emergency staff/faculty meetings, as needed;
 - c. Department or grade level meetings;
 - d. A reasonable number of meetings/conferences (e.g., case conferences, parent meetings related to a particular student in a Teacher's class, parent-teacher conferences, etc.) that are related to direct teaching functions; and
2. In the event that the Board requires a Teacher to attend and participate in any other meeting and/or activity that is not related to a direct teaching function and occurs before/after the contractual work day and during the course of the school year, the Board will compensate the Teacher at a rate of Forty-five and 00/100 Dollars (\$45.00) per hour.
3. The following provisions were not bargained and have been included for informational purposes only:
 - a. The Board will provide Teachers with a schedule of staff/faculty meetings at the first staff/faculty meeting of the school year. When possible, the principal will provide Teachers with at least twenty-four (24) hour notice in advance of an emergency staff/faculty meeting.
 - b. The Board may schedule and conduct professional development and/or training activities for Teachers corporation-wide, in a particular subject area or grade level, or for all Teachers assigned to a particular school. The Board will provide Teachers with at least three (3) work days of notice in advance of such professional development or training activities. However, in the event the Board schedules the professional development or training activity to occur before/after the contractual work day (as is established under

Indiana law) and during the course of the school year, the Board shall compensate Teachers at the hourly rate set out in this agreement. By specific agreement of the parties, this provision shall not apply to training sessions that directly relate to any mandatory assessments of student progress require by the State of Indiana.

- c. The principal or other administrator involved in a meeting/conference will schedule the meeting/conference by mutual agreement with the Teacher.

4. Compensation for Class Coverage

The Board will compensate a Teacher at the hourly rate for class coverage set out in the Co-Curricular and Extra Curricular Activity Pay Schedule (Appendix A) when the principal or designee asks or directs the Teacher to provide instruction or supervision to a class other than the Teacher's own class. The Board will compensate the Teacher on a prorated basis for each additional half hour or major fraction thereof when the assignment exceeds one (1) hour.

E. Co-Curricular and Extra-Curricular Activity Pay Schedule

The Co-Curricular and Extra-Curricular Activity Pay Schedule for the 2017-2019 school years is attached hereto and incorporated by reference as if fully set out herein as Appendix A. However, the Board shall retain the authority to determine the salaries of the varsity head basketball, football and volleyball coaches without the same being subject to negotiation and/or the terms of this Agreement. All positions listed in Appendix A are voluntary assignments. Any reference to additional work days that is contained in Appendix A was not bargained and has been included in the Agreement for informational purposes only.

F. Dual Credit Classes

The Board shall pay a yearly stipend in the amount of Two Thousand and 00/100 Dollars (\$2,000) to a Teacher (appropriately certified or otherwise qualified) who is assigned to provide instruction for at least one (1) Dual Credit class. This stipend was bargained outside of the compensation plan in accordance with legal guidance and decisions issued by the Indiana Education Employment Relations Board.

G. Additional Instructional Assignment

If requested by the Board, a Teacher may elect to teach an additional for credit class during the regular teacher work day. The Board shall pay to the Teacher a stipend in the amount of one-seventh (1/7) of the Teacher's current salary (prorated by semester) in exchange for the Teacher's acceptance of this additional assignment.

Article III
Salary & Wage Related Fringe Benefits

A. Sick Leave

1. The Board shall provide each Teacher with ten (10) days of paid sick leave during the school year. In the event a Teacher is employed for less than a full school year for any reason the Board shall prorate this sick leave as follows: days paid divided by one hundred eighty-three (183) multiplied by ten (10) rounded to the nearest one-half (1/2) day. A Teacher may use sick leave on account of personal illness, doctor or dentist appointments (both of a personal nature and for an Immediate Family member), injury, isolation, quarantine, or to care for an Immediate Family member without the loss of compensation.
2. Should a Teacher fail to use all paid sick leave provided for the school year, the unused sick leave accumulates without limit.
3. In the event the Board employs a Teacher who has accumulated one (1) or more day of sick leave in another Indiana school corporation, the Board shall provide the Teacher with no more than five (5) days of additional sick leave during the first year of employment, as well as each subsequent year of employment, until the accumulated sick leave to which the Teacher was entitled in the Teacher's last place of employment is exhausted.
4. The Board will credit a Teacher with sick leave accumulated prior to a leave of absence upon the Teacher's return to work.
5. The Board will provide all Teachers with a written accounting of accumulated sick leave on each payroll voucher.
6. The Board will allow Teachers employed in summer school classes to use one (1) day of sick or personal business leave, per summer school session, that accrued, but was unused, during the school year immediately preceding the summer school classes on the following prorated basis: three (3) hours or less shall equal one-half (1/2) day and more than three (3) hours shall equal one (1) day. .
7. The Board will treat a Teacher's absence from work as excused if an emergency arises which requires the Teacher's presence due to illness or injury experienced by a member of the Teacher's immediate family. The Board will charge any such absence against the Teacher's accumulated sick leave.
8. Sick Leave Bank
 - a. The Board shall establish a voluntary sick leave bank. Participating Teachers may borrow a limited number of sick leave days from the Sick Leave Bank for the care of any immediate family member and/or as a result of the Teacher's personal illness.

- b. In the event that a Teacher has not already submitted the statement of an attending physician verifying the nature of the illness in conjunction with a Board approved leave, the Teacher shall be required to submit such medical certification information prior to becoming eligible to borrow days from the Sick Leave Bank.
- c. To establish the Sick Leave Bank, all participating Teachers must donate two (2) of his/her accumulated and credited sick leave days. A Teacher wishing to participate must donate such days by submitting the appropriate form to the Business Office on or before November 30th for the 2017-2018 school year, and September 30th for the 2018-2019 school year. Teachers who are employed less than full-time shall donate days on a prorated basis and receive borrowed days on a prorated basis. If a participating Teacher's bank of paid sick days is depleted at the time of enrollment, the Teacher may instead donate accrued personal business leave. However, no participating Teacher may borrow personal business days to enroll in the Sick Leave Bank. At the conclusion of each school year, the Sick Leave Bank's unused days will be carried over to the next school year.
- d. Participating Teachers will not be required to donate additional days to the Sick Day Bank unless the Board and the Association agree that additional donations are necessary to keep the Sick Leave Bank operative.
- e. All donated days are a permanent contribution to the Sick Leave Bank and are not transferrable to another school corporation should a participating Teacher leave his/her employment with the Board.
- f. The Board agrees to contribute to the Sick Leave Bank a matching number of sick leave days equivalent to one-half (1/2) the total number of days that are donated by participating teachers.
- g. Participating Teachers may apply to borrow days from the Sick Leave Bank by submitting the appropriate form to the Business Office. The Teacher's accumulated sick leave must be exhausted prior to borrowing days from the Sick Leave Bank.
- h. A participating Teacher may borrow up to sixty (60) days per year, but not more than one hundred eighty (180) days during the Teacher's employment by the Board.
- i. All sick leave in excess of two hundred fifty (250) days that has been accumulated by a Teacher who retires shall be considered to

have been donated to the Sick Leave Bank at the time of retirement.

B. Bereavement Leave

1. The Board shall provide each Teacher with:
 - a. Five (5) work days of paid bereavement leave as the result of a death in the Immediate Family. A Teacher shall typically initiate bereavement leave immediately following the date of death. However, a Teacher may also initiate bereavement leave at any time within the two (2) week period before and/or after the date of death.
 - b. Two (2) work days of paid bereavement leave as the result of the death of other family members not considered Immediate Family.
 - c. One (1) work day of paid bereavement leave as the result of the death of a close friend for purposes of attending the funeral. A Teacher may receive one (1) additional day of bereavement leave under this provision, with the approval of the Superintendent or his designee. In the event of the death of a staff member, the building principal shall select a committee to attend the funeral. In the event of the death of a staff member, the building principal shall select a committee to attend the funeral.

C. Jury Duty Leave and Witness Fees

1. The Board shall pay a Teacher who is summoned for jury duty an amount equal to the difference between the Teacher's per diem rate of pay and the jury duty fee paid by the court. In order to receive this payment, the Teacher must provide the Board with prior notice of the summons for jury duty and then report for jury duty. The Teacher may retain all out-of-pocket reimbursements for such items as parking fees, travel costs, etc. In the event the court excuses a Teacher after he reports for jury duty, the Teacher will make every reasonable attempt to report to work for the remainder of the day.
2. The Board shall pay a Teacher who is subpoenaed to testify by the Board in any action or proceeding, as well as a Teacher who is subpoenaed to testify in an action or proceeding to which neither the Board, the Association nor the Teacher is a party, an amount equal to the difference between the Teacher's per diem rate of pay and any witness fees. In order to receive this payment, the Teacher must provide the Board with prior notice of the receipt of the subpoena. The Teacher may retain all out-of-pocket reimbursements for such items as parking fees, travel costs, etc. A Teacher's receipt of this payment shall be subject to a rule of reasonableness.

D. Personal Business Leave

1. The Board shall provide each Teacher with three (3) days of paid personal business leave during the school year. In the event a Teacher teaches less than a full school year for any reason, including but not limited to resignation, termination, or the length of his contract, the Board shall prorate this paid personal business leave as follows: days paid divided by one hundred eighty-three (183) multiplied by three (3) rounded to the nearest one-half (1/2) day.
2. Should a Teacher fail to use all paid personal business leave provided for the school year, the unused personal leave accumulates and will be added to the next year's paid personal business leave days, up to a total of five (5) paid personal business leave days. A Teacher must provide the Board with a written description of the reason and necessity for the absence if the Teacher is requesting the use of more than three (3) consecutive days of paid personal business leave. Any additional unused paid personal business leave days will accumulate as sick leave.
3. A Teacher must apply to use paid personal business leave by providing his/her building principal with the appropriate form at least twenty-four (24) hours in advance of the date of the personal business leave, except in the case of an emergency.
4. A Teacher may use paid personal business leave in order to extend (by a single day) a holiday or scheduled recess so long as the Teacher obtains the prior approval of his/her building principal as is set out in Paragraph 3 above. However, the Teacher will be required to relinquish two (2) days of his/her paid personal business leave in exchange for the approval of the requested leave.
5. The building principal shall provide a Teacher with written notice in the event that the Teacher's request for paid personal business leave is denied.
6. Teachers have no contractual right or other entitlement to make use of unpaid personal business leave. Accordingly, a Teacher should not anticipate that the Superintendent or his/her designee will approve any requests for unpaid personal business leave.
7. A teacher who has signed his or her 4th regular teacher's contract with the Board may borrow up to two (2) paid personal business leave days from the paid personal business leave days that are provided to the Teacher for future school years so long as no more than five (5) paid personal business leave days are used in any one school year. The Teacher must repay any such borrowed days from future allocated paid personal business leave before the Teacher may use any additional days of paid personal business leave. When a Teacher leaves his or her employment by the Board, the

value of any paid personal business leave days that have not been repaid shall be deducted from the Teacher's last paycheck, at the Teacher's daily rate of pay.

E. Religious Holiday Leave

The Board shall provide each Teacher with one (1) day of paid religious holiday leave during the school year. The Teacher must be a member of a nationally recognized religious body. The Teacher may request paid religious holiday leave in order to participate in the celebration of a ritual or observance required by his faith and the ritual or observance occurs during the course of the regular teacher work day.

F. Military Leave

The Board shall provide a Teacher with such a temporary leave of absence related to military service consistent with the terms of relevant provisions of federal and state law, including but not limited to the Family and Medical Leave Act and/or I.C. 20-28-10-6 thru I.C. 20-28-10-11, as from time to time amended. During leave for drills and annual training of not more than fifteen (15) consecutive or non-consecutive days per calendar year, a Teacher shall be entitled to continue to receive their pay from the Board and retain their military pay.

G. Compensation for Work Related Loss and/or Injury

1. The Board shall provide each Teacher with compensation for on-the-job injuries consistent with the terms of the Indiana Worker's Compensation Act, as from time to time amended. The Board will provide a Teacher with this compensation as follows:
 - a. Payment of medical costs incurred as a result of an on-the-job injury.
 - b. Compensation for loss of, or permanent impairment of, a part or parts of the body.
 - c. Compensation for loss of employment due to an on-the-job injury.

Teachers will be subject to a seven (7) day waiting period before any such compensation payments are issued. A Teacher must transmit to the Board any payments received by the Teacher from the Board's worker's compensation insurance carrier during the period in which the Teacher remains eligible for sick leave. The Board will charge absences from work against the Teacher's accumulated sick leave only with respect to that part of the absence for which the Teacher has received compensation directly from the Board. The Board shall round off any days charged against accumulated sick leave to the nearest half-day. In all cases covered by the above stated procedure, the Teacher must endorse any the Worker's Compensation check which he receives and deliver it to the Business Office.

2. In the event a Teacher is forced to miss work due to an injury sustained on school grounds as a result of an unprovoked assault by a student or outsider, and the injury is determined to be compensable under the Indiana Worker's Compensation Act:
 - a. The Board will pay to the Teacher an amount equivalent to wages due and owing to the Teacher for the first seven (7) school days of the absence.
 - b. The Board will pay to the Teacher an amount equal to the difference between the Teacher's per diem rate of pay and any amount paid by the Board's worker's compensation carrier for a period of sixty (60) school days, including the first seven (7) school days of absence.
 - c. The Board will not charge any absence during the sixty (60) school day period described above against the Teacher's accumulated sick leave.
 - d. The Teacher must provide the Board with certification from his physician of the need for an absence during the first seven (7) school days of the absence. In the event the Teacher intends to seek worker's compensation coverage for the injuries sustained, the Teacher shall be obligated to follow all procedures for applying for worker's compensation as established by the Board. Except in emergencies, a Teacher is required to use only hospitals and physicians approved by the Business Office in the treatment of a work related injury.
 - e. The Board shall make any deduction from wages or reduction in personal or sick leave days as a result of the Teacher's appearance before any judicial body or legal authority related to the injury.
3. Upon proof of loss, the Board shall reimburse a Teacher for replacement or repair of any personal items (not covered by his insurance) which are damaged or destroyed as a result of an unprovoked assault upon his person by a student or outsider. This provision shall only apply when such an assault occurs on school property and when the Teacher is performing his duties as prescribed by Board policies and/or procedures.
4. The Board shall reimburse a Teacher for damages sustained to the Teacher's clothing, eyeglasses, and wristwatches, provided such damages are not due to the normal wear and tear that could be expected to occur during assigned duties. The following criteria must be met:
 - a. The Teacher must have been wearing the item(s) at the time of damage.
 - b. The Teacher must submit such evidence which is acceptable to the Business Manager that the damage was sustained while the Teacher was performing an assigned duty.

- c. The reimbursement or repair amount shall be the fair market value of the item at the time of damage.
- d. The Teacher must submit proof of the repair or replacement of the item at the time he presents the claim for reimbursement.
- e. The damage must not have been a result of the Teacher's negligence.

H. Association Leaves

- 1. The Board will provide the Association President or his/her designee with forty (40) days of paid released time during the course of the school year in order to conduct Association Business. The Association shall reimburse the Board for the cost of any substitute required as the result of any such released time which exceeds forty (40) days during the course of the school year.
- 2. The following provisions were not bargained and have been included for informational purposes only:
 - a. Because of the many responsibilities imposed on the President of the Association, and in order to enhance the quality of instruction in the classes taught by him or her and maintain continuity, the Board will provide the building to which the President is assigned with a full time aide who is also a certified substitute teacher.
 - b. The building principal and the President will work out a mutually agreed upon schedule for the use of the aide.
 - c. The presence of this aide will not be used to justify absences in excess of those authorized by the terms of this Agreement.

I. Expanded Criminal History Background Checks

Consistent with the terms of I.C. 20-26-5-10, the Board shall pay the cost of any and all expanded criminal history background checks that veteran Teachers are required to undergo.

J. Health Insurance

- 1. During the term of this Agreement, the Board will pay ninety-three percent (93%) of the cost of the premium on a single policy and eighty percent (80%) of the cost of the premium on a family policy. A participating Teacher will pay seven percent (7%) of the cost of the premium on a single policy or twenty percent (20%) of the cost of the premium on a family policy. Beginning November 1, 2017, the Board will contribute Five Thousand Nine Hundred Fifty-One and 85/100 Dollars (\$5,951.85) toward the cost of the premium on a single policy and Eleven Thousand Six Hundred Seventy-Eight and 27/100 Dollars (\$11,678.27) toward the cost of the premium on a family policy for the current plan year. A participating Teacher will pay Four Hundred Forty-Seven and 99/100 Dollars (\$447.99) for a single policy or Two Thousand Nine Hundred Nineteen and 57/100 Dollars (\$2,919.57) for a family policy.

2. During 2018-19, the Board shall place a three percent (3%) Cap on any increase in the Teacher's health insurance premiums.
3. In the event the parties do not enter into a new agreement on or before October 31, 2019, or are otherwise in a status quo period, the Board will pay fifty percent (50%) of any increase in the monthly health insurance premium, and the participating Teacher will pay fifty percent (50%) of any increase in the monthly health insurance premium.
4. Effective November 1, 2013, the parties have agreed to implement a working spouse with insurance premium surcharge in the amount of One Hundred and 00/100 Dollars (\$100.00) per month. The parties have further agreed that Teachers hired for the 2014-2015 school year and thereafter shall be subject to a working spouse with insurance "carve-out" provision.

K. Dental Insurance

During the term of this Agreement, the Board will pay eighty percent (80%) of the cost of the premium on a single policy and sixty-five percent (65%) of the cost of the premium on a family policy for each Teacher who subscribes to the plan selected for the school corporation.

L. Vision Insurance

During the term of this Agreement, the Board will pay Sixty-eight and 00/100 Dollars (\$68.06) toward the cost of the premium on a single policy and One Hundred Seventy-five and 68/100 (\$175.68) of the cost of the premium on a family policy for each Teacher who subscribes to the plan selected for the school corporation.

M. Life Insurance

During the term of this Agreement, the Board will pay the entire premium, less Four cents (\$.04) per month, on a life insurance policy with a face value of Fifty Thousand and 00/100 Dollars (\$50,000). This policy will include accidental death and dismemberment coverage for each Teacher who is eligible for the coverage. The Board shall continue to provide benefits at least equal to the current plan. Each Teacher, at his sole expense, will also have the opportunity to insure his spouse in the amount of Ten Thousand and 00/100 Dollars (\$10,000) and/or his children in the amount of Five Thousand and 00/100 Dollars (\$5,000) as part of the Board's group life insurance plan.

N. Income Protection

During the term of this Agreement, the Board will pay the entire premium, less Four cents (\$.04) per month, on an income protection policy for each Teacher who is eligible for the plan selected for the school corporation. The Board shall continue to provide benefits at least equal to the current plan.

O. Voluntary Employees' Beneficiary Association (VEBA)

1. The Board will establish a Voluntary Employees' Beneficiary Association (VEBA), as set forth herein. The Board and the Association shall mutually agree as to what investment funds will be offered under the VEBA, not less than annually, and, to the extent more than one fund is offered, the participants shall be given the right to allocate their account balances among such funds. Participants shall be solely responsible for the performance of the investment fund(s).
2. The VEBA shall provide for the following:
 - a. The VEBA vendor and benefit option shall be selected by mutual agreement between the Board and the Association.
 - b. All amounts contributed shall be allocated to individual accounts established for each eligible Teacher.
 - c. A Teacher will vest in his VEBA account after completing five (5) consecutive years of service in the employ of the Board. A Teacher shall not have any right to his account until he has vested.
 - d. If a Teacher's employment ends for any reason prior to becoming vested, his account shall be forfeited. Any forfeited amounts shall be used to reduce the Board's contribution.
 - e. Teachers working under a regular contract shall be eligible for the following contribution:
 - i. By July 1st of each subsequent year this Agreement is in effect, for Teacher's under regular contract, one-half of one percent (0.5%) of the Teacher's salary.
 - ii. All amounts credited shall be allocated to individual VEBA accounts established for each eligible Teacher upon the completion of the second consecutive year of service. Prior to that, the Board contribution shall be credited to a record keeping account which the Board shall establish for the sole purpose of tracking credits for Teachers who have not yet completed two (2) consecutive years of service. No interest or earnings shall accrue on the record keeping accounts.
 - f. Participants shall pay administrative and trust fees on a per person basis.
 - g. The Board's sole obligation is to fund the obligations set forth above. The Board does not warrant the tax nature of these contributions and shall not be responsible for any income taxes or other assessment.

P. Post-Retirement 403(b) Program

Effective January 1, 2003, the Board will establish a Post-Retirement 403(b) Program ("Program"). The Board will make payments into the Program or a

VEBA on behalf of Teachers who are eligible for severance pay or retirement pay as set out in this Agreement.

Q. Severance Pay

1. The Board shall pay to a Teacher who has accrued a minimum of fifteen (15) years of service in the employ of the Board, and who is at least fifty (50) years of age by the end of August in the year of severance, or who has accrued a minimum of ten (10) years of service in the employ of the Board, and is at least sixty (60) years of age by the end of August in the year of severance, a severance payment which shall be calculated as follows:
 - a. Two-Hundred and 00/100 Dollars (\$200.00) for each year of service; and
 - b. Thirty and 00/100 Dollars (\$30.00) for each day of unused accumulated sick leave up to a maximum of Two Hundred Fifty (250) days.
2. The Board shall pay the first Two Thousand and 00/100 Dollars (\$2,000) of the severance pay directly to the Teacher at the end of the school year in which the Teacher leaves the employ of the Board. The Board shall deposit the remaining of the severance pay into the Teacher's VEBA account during the month of January of the following year.
3. A Teacher shall provide the Business Office with written notification by no later than March 1st of the school year in which the Teacher intends to leave the employ of the Board. In the event the Teacher fails to give such notice on or before March 1st, the Board will still pay the first Two Thousand and 00/100 Dollars (\$2,000) of the severance pay directly to the Teacher at the end of the school year in which the Teacher leaves the employ of the Board. However, the Board will then deposit only one-half (1/2) of the remaining severance pay into the Teacher's VEBA account during the month of January of the following year. The Board will deposit the other one-half (1/2) of the remaining severance pay into the Teacher's VEBA account during the month of January of the next year.
4. Upon the death of a Teacher who otherwise would have been eligible to receive a severance payment, the Board will make a lump sum deposit of the severance pay into the Teacher's VEBA account on behalf of his estate.

R. Retirement Benefits

1. In addition to severance pay, the Board will pay Two Thousand Three Hundred and 00/100 Dollars (\$2,300) toward the cost of the total premium on a single or family policy health insurance policy for an eligible retiring Teacher. The Board shall make this payment as long as the Teacher was, at the time of retirement, eligible to participate in the group health insurance plan pursuant to I.C. 20-28-9-20. The Teacher

must be at least fifty-five (55) years of age by the end of August and must have taught a minimum of fifteen (15) years for the Board. The Board shall make the first such payment in January following the Teacher's retirement and shall continue to make this payment each January thereafter until such time as the Teacher is no longer entitled to receive the payment.

2. In the event a Teacher who was otherwise eligible to participate in the group health insurance plan as a retiree is not enrolled in the group health insurance plan, the Board shall deposit Two Thousand Three Hundred and 00/100 Dollars (\$2,300) into the Teacher's VEBA each January. The Board's obligation to make this payment shall end upon the Teacher reaching the age of sixty-five (65) or upon his death.
3. During the year in which the Teacher becomes eligible for Medicare coverage as prescribed by 42 U.S.C. 1395 et seq., the amount of the Board's payment to the Teacher set out in Paragraphs 1 & 2 above will be prorated based upon the Teacher's month of birth.
4. Should a Teacher choose not to participate in the group health insurance plan at the time of retirement, the Teacher will not be eligible to participate in the group health insurance plan at any time in the future.
5. The Board shall provide to a Teacher who has accrued a minimum of fifteen (15) years of service in the employ of the Board, and who is at least fifty-five (55) years of age by the end of August in the year of retirement a group life insurance policy with a face value of Three Thousand and 00/100 Dollars (\$3,000). The Board's obligation to provide this group life insurance policy shall continue until such time as the Teacher reaches the age of seventy-five (75).
6. A Teacher shall provide the Business Office with written notification of the intent to retire by no later than March 1st of the school year at the end of which retirement will occur.
7. A Teacher, upon retirement, may continue to be a member of the group health, dental, and vision insurance programs until the Teacher becomes eligible for Medicare coverage as prescribed by 42 U.S.C. 1395, et seq., provided that he has either fifteen (15) years of service for the Board or ten (10) years of service for the Board and is sixty (60) years of age. The Teacher shall be responsible for paying the total cost of the group insurance premiums, consistent with the terms of this Agreement. A retired Teacher who has maintained group insurance coverage under the terms of this Agreement may, upon becoming eligible for Medicare coverage, continue coverage for a younger spouse for a maximum of three (3) years or until the spouse becomes eligible for Medicare coverage,

whichever comes first, by paying the total cost of the group insurance premiums.

8. Upon the death of an eligible Teacher who had notified the Business Office of his intent to retire, the Board will make a lump sum payment of the cash equivalent of the chosen benefit to the Teacher who was entitled into his VEBA account during the month of January following the school year of planned retirement.

S. Liability Insurance

The Board will provide liability insurance coverage for Teachers who, after obtaining the permission of an administrator, use their personal vehicle to transport students to a school-related activity. The vehicle must be appropriately licensed for highway use and the primary insurance coverage will be the Teacher's automobile liability insurance.

T. Miscellaneous Insurance Related Provisions

1. All insurance benefits become effective on September 1st and will continue through August 31st for all Teachers who fulfill their contractual obligations for the previous school year.
2. Teachers on a Board approved, unpaid leave of absence for the full school year may continue the health, dental, vision, and life insurance benefits while on leave by arranging to pay the total cost of the premiums to the Board. Teachers on a Board approved unpaid leave for less than a full school year, but in excess of thirty (30) workdays, may continue for the duration of such leave, health, dental, vision, and life insurance benefits by arranging to pay the appropriate cost of the premiums to the Board. The Board shall compute appropriate cost figures by taking into account the number of earned benefit days as follows: three hundred sixty-five (365) benefit days divided by one hundred eighty-three (183) workdays equals 1.995 benefit days earned each workday. Teachers who complete one hundred fifty (150) workdays or more in a given school year shall be eligible for full insurance benefits as set out in this Agreement. Payment may be made on a monthly basis if paid in advance of the month of coverage. At the Teacher's option, payment may also be made on a quarterly basis.
3. Insurance provisions shall be subject to the interpretation of each Master Policy by the insurance carrier or provider of benefits.
4. Insurance benefits shall only be changed by the agreement of the parties.

U. Admission to School Related Events

Consistent with the terms of I.C. 20-26-5-5, the Board will provide each Teacher and one (1) guest with entry into the school corporation's interscholastic athletic events or other school related programs and activities at no charge. A

Teacher must present an employee photo identification card upon entering the event in order to make use of this benefit.

V. Section 125 Benefit

The Board agrees to make available to Teachers a Section 125 Flexible Benefit Plan.

W. Unpaid Leave

1. General Provisions

- a. The Board will assign a Teacher returning from an approved leave to a teaching position for which the Teacher is certified or otherwise qualified under the rules of the state board.
- b. Teachers on an approved unpaid leave of absence for an entire school year may continue to participate in the Board's group health, dental, vision, and life insurance plans, but must pay the total cost of all associated premiums during the period of the unpaid leave of absence without any contribution toward the same on the part of the Board.
- c. Teachers on an approved unpaid leave of absence for less than an entire school year, but in excess of thirty (30) work days may continue to participate in the Board's group health, dental, vision, and life insurance plans by paying the appropriate cost of all associated premiums as follows:
 - i. The computation of the Teacher's premium costs shall take into account the number of earned benefit days as follows: three hundred sixty-five (365) benefit days divided by one hundred eighty-three (183) work days equals one and nine hundred ninety-five one thousandths (1.995) benefits days earned for each work day.
 - ii. Teachers who complete one hundred fifty (150) work days or more during a given school year shall be eligible to receive the full insurance benefits established under the terms of this Agreement.
- d. Teachers on an approved unpaid leave may make payment to the Board of all required premiums on a monthly basis as long as the Board receives this payment in advance of the month of coverage. At the Teacher's option, the Teacher may choose to make premium payments to the Board on a quarterly basis.
- e. Except as modified by this Agreement, a Teacher's utilization of unpaid leave shall be governed by the terms of I.C. 20-28-10, as from time to time amended.
- f. The provisions of the Family and Medical Leave Act ("FMLA") will also apply to all leave requests, as is appropriate. All FMLA leave shall be concurrent with the period of any other unpaid leave approved under the terms of this Agreement.

2. Temporary Disability Leave

- a. A Teacher may request approval of an unpaid temporary disability leave for a period of time during which a physician certifies that the Teacher is unable to perform his regular teaching duties.
- b. The Board may approve temporary disability leave subsequent to a Teacher's utilization of all or any portion of his accumulated paid sick leave days.
- c. The Board may approve temporary disability leave for the duration of the illness, not to exceed one (1) school year. The Board may grant consecutive temporary disability leaves to a Teacher, as is appropriate.
- d. A Teacher seeking approval of temporary disability leave shall submit the required form, including the physician's certification, to the Human Resources Department at least ten (10) work days in advance of the effective date of the leave, whenever possible. The Teacher shall include the tentative beginning and ending dates for the requested leave. The Board shall retain the right to request a second medical opinion, at the Board's sole expense, in order to confirm the medical necessity for the requested leave. Should the medical opinions of the two physicians be in conflict, the Board may request a third medical opinion, again at the Board's sole request.
- e. A Teacher may request temporary disability leave for pregnancy and pregnancy-related disabilities, whether pre- or postnatal in origin, as long as the physician certification of disability is also submitted.
- f. A Teacher seeking to return to work following a temporary disability leave shall submit a medical release to the Board not less than ten (10) days prior to the anticipated return to work date, whenever possible. The Board shall retain the right to request a second medical opinion, at the Board's sole expense, in order to confirm the terms of the medical release. Should the medical opinions of the two physicians be in conflict, the Board may request a third medical opinion, again at the Board's sole expense.

3. Maternity and Parental Care Leave

- a. A Teacher who is pregnant may continue in active employment as late into pregnancy as the Teacher wishes, if the Teacher can fulfill the requirements of the Teacher's position.
- b. The Board will grant a leave of absence to a Teacher who is pregnant any time between the commencement of the Teacher's pregnancy and one (1) year following the birth of the child, if the Teacher notifies the Superintendent or his designee at least thirty (30) days before the date

on which the Teacher wishes to start the leave. The Teacher shall provide notice of the expected length of this leave, including with this notice either a physician's statement certifying the Teacher's pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. However, in the case of a medical emergency caused by pregnancy, the Board shall grant the leave immediately on the Teacher's request and the certification of the emergency from an attending physician. The Board may grant requests for the extension of this leave, provided that the additional leave period does not extend past one (1) year following the birth of the child, unless the extension beyond one (1) year coincides with the end of a semester.

- c. All or part of a leave taken by a Teacher because of a temporary disability caused by the Teacher's pregnancy may be charged, at the Teacher's discretion, to the Teacher's accumulated and available sick days. However, the Teacher is not entitled to take accumulated sick days when the Teacher's physician certifies that the Teacher is capable of performing the Teacher's regular duties. The Teacher shall be entitled to complete the remaining period of the leave without pay.
- d. The Board shall also grant an unpaid parental care leave of absence to a Teacher who is not pregnant for the balance of the semester or the school year following the birth or adoption of the Teacher's child. The Board will grant only one (1) parental care leave request per birth or adoption, per household. In the case of the adoption of an infant under the age of two (2), the Board may grant unpaid parental care to a Teacher for up to one (1) year following the date upon which the Teacher assumes physical custody of the child. The Teacher shall notify the Superintendent or his designee at least thirty (30) days before the date on which the Teacher wishes to start the leave, whenever possible. The Teacher shall provide notice of the expected length of this leave, including with this notice a copy of the birth certificate of the newborn or judicial decree approving the adoption, whichever is applicable.

4. Sabbatical

- a. The Board may grant a Teacher, on written request, an unpaid sabbatical of up to one (1) school year for improvement of professional skills through:
 - i. Advanced study;
 - ii. Work experience;
 - iii. Teacher exchange programs; or
 - iv. Approved educational travel.

Article V
Grievance Procedure

A. Definitions

1. A grievance shall mean a complaint by a Teacher in the bargaining unit that there has been to him a violation, misinterpretation, or inequitable application of a specific provision of this Agreement.
2. "Board" means the governing body of the School City of Mishawaka and any persons authorized to act for the governing body in dealing with its Teachers.
3. "Days" for purposes of this grievance procedure shall, during the period of time covered by the official school calendar, mean teacher working days. During the period of time not covered by the official school calendar, "days" shall mean week days and shall exclude Saturdays, Sundays, and legal holidays.
4. "Teacher" may mean a group of teachers having the same grievance.

B. General Provisions

1. The Board will take no reprisal against any Teacher for the use of or participation in the grievance procedure.
2. The adjustment of any grievance issue shall be consistent with the terms of this Agreement.
3. Normally the Board will not honor any claim for back pay for more than ten (10) days prior to the date on which the grievance was initiated. An exception may be made in the event of a continuing grievance, provided the grievant can demonstrate that the grievance was initiated within ten (10) days after the grievant knew or had reason to know of the act or condition which gave rise to the grievance. In no case will the Board honor a claim for back wages prior to the school year in which the grievance was initiated.
4. The documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants(s).
5. The time limits set out in this Article are maximums which can only be extended by written agreement of the parties to this Agreement.
6. A Teacher may initiate a grievance at the Superintendent Level (Step Two of the procedure) if a group or class of Teachers is affected by the problem or if the issue is the result of an action by the Board, other than the building principal. Grievances initiated at Step Two shall be submitted to the Superintendent on the prescribed form within ten (10) days following the event giving rise to the grievance. A copy of the prescribed grievance form is attached hereto as Appendix C.

7. At any step of this procedure, the Board's failure to communicate the decision on a grievance within the specified time limit shall not prohibit the grievance from being appealed. Such an appeal from Step One shall occur within the time limit for an appeal from Step One.
8. Any grievance issue not advanced from one step to the next within the time limits of that step shall be deemed resolved without prejudice by the Board's answer at the previous step.

C. Procedure

1. Informal Grievance Procedure - Within ten (10) working days following the questionable act or condition which has prompted the need for a grievance, the Teacher, either personally or accompanied by an Association representative, shall meet with the Principal or his designee in an effort to resolve the issue. The Teacher must notify the Principal that a grievance is being initiated and that the meeting is considered as the informal level of the grievance procedure.
2. Step One
 - a. If the Informal Grievance Procedure fails to resolve the issue, the Teacher may state the issue in writing on the prescribed form. The Teacher must submit this form to the Principal within five (5) days from the date of the meeting with the Principal.
 - b. Within five (5) days of the receipt of the prescribed form, the Principal may either hold an additional meeting or state his position on the prescribed form. If a meeting is held, the Teacher may appear personally or be accompanied by an Association representative. The parties will schedule this meeting at such time as to avoid disruption of the normal school routine and duties of Teachers.
 - c. Within ten (10) days of the meeting, or longer if mutually agreed to, the Principal shall respond to the grievance on the prescribed form.
3. Step Two
 - a. If the Teacher does not accept the Principal's written response, the Teacher may appeal the matter to the Superintendent by submitting the prescribed form to him within five (5) days from the date of the Principal's response.
 - b. Within ten (10) days of the receipt of the prescribed form, the Superintendent or his designee will hold a meeting to discuss the grievance. The parties will schedule this meeting at such time as to avoid disruption of the normal school routine and duties of Teachers.

- c. Within ten (10) days of the meeting, or longer if mutually agreed to, the Superintendent or his designee shall respond to the grievance on the prescribed form.
 - d. The Superintendent or designee's response shall be final and binding unless the Teacher notifies the Superintendent within ten (10) days from the date of the response of the intent to submit the matter to non-binding mediation.
4. Step Three
- a. If the grievance is not settled at the preceding step, the Teacher may submit the matter to non-binding mediation. The parties will be required to agree on the selection of a mediator within ten (10) working days from the date of the Superintendent's receipt of the notice of intent to submit the matter to mediation.
 - b. Within five (5) school days of the selection of a mediator, the parties will contact the mediator directly and notify the mediator of his appointment, request available mediation dates, and mutually agree to a mediation date. The mediator, for good cause shown, may postpone the mediation session or extend any period of time upon request of a party or upon his own initiative and shall postpone the session or extend any period of time upon mutual agreement of the parties. Prior to the mediation session, the parties will submit to the mediator all relevant grievance documents. The parties may agree to hold as many mediation sessions as are necessary.
 - c. If appropriate, the mediator may make recommendations for resolution of the grievance to the parties. If the parties agree to accept the mediator's recommendations, the agreement will be reduced to writing, executed by the parties, and implemented. All such resolutions shall be non-precedential, and may not be cited in any subsequent proceeding, whether administrative or judicial in nature. In the event of a resolution, the parties will consider the grievance to have been withdrawn with prejudice.
 - d. The parties will share equally the fees and expenses associated with the mediation.
5. Step Four
- a. If the parties cannot agree to a resolution of the grievance through mediation, the Teacher may notify the President of the Board of School Trustees in writing within ten (10) days from the date of receipt of the mediator's recommendations of the intent to submit the matter to the Board of School Trustees.

- b. Within thirty (30) days of the Board President's receipt of the notification, the Board of School Trustees may hold a hearing on the grievance at a regular or special meeting. At this hearing, the Board of School Trustees may not consider any allegation, information, remedy, or evidence which has not been previously disclosed as part of the grievance procedure.
- c. At the earliest opportunity following the hearing, the Board of School Trustees will take final action at a public meeting to decide the matter. The Board of School Trustees will provide the Teacher with written notice of its decision within five (5) days of having taken such final action. The decision of the Board of School Trustees shall be final.

Article VI

Duration of the Agreement

- A. This Agreement shall be effective as of July 1, 2017, and shall continue in effect through June 30, 2019.
- B. The parties agree to initiate formal negotiations for a successor Agreement on or about September 15, 2019.
- C. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.
- D. This Agreement is made and entered into this 13th day of October 2017, by and between the Board of School Trustees for the School City of Mishawaka and the Mishawaka Education Association.

Mishawaka Education Association

<u>Amy Foley</u> President	<u>Kenneth Harwood</u>
<u>Jasmine Reynolds</u>	<u>Lisa Lashbrooke</u>
<u>Suzanne Polcander</u>	<u>Brenda Guy</u>

October 12, 2017
Ratification Date

School City of Mishawaka

<u>Jeffery E. Emmons</u> President	<u>[Signature]</u> Member
<u>Dennis R Wood</u> Vice President	<u>[Signature]</u> Member
<u>[Signature]</u> Secretary	<u>A. Dean Spivey</u> Superintendent
<u>October 13, 2017</u> Approval Date	<u>Bruce T. Sully</u> Spokesperson

APPENDIX A
2017-2019 RESPONSIBILITY STIPENDS

Any reference to additional work days that is contained in Appendix A was not bargained and has been included in the Agreement for informational purposes only.

Remediation and Prevention Remediation Program tutoring conducted during the school year outside the student instructional day shall be paid at the rate of \$35.70 an hour.

Teacher participation in special grant projects shall be voluntary. The Board will compensate Teachers for participation in grant projects in accordance with grant guidelines.

Adjustment of Pay

When a Teacher fails to fulfill his extra-duty responsibilities to the point where there is another Teacher employed to fulfill those responsibilities or shares those responsibilities of an extra-duty position with another individual, the Association shall be contacted and an equitable agreement between the Association, the Administration, and the parties involved shall be worked out.

Local Travel

Teachers whose assigned schedules cause them to leave one building and report to another building on the same day prior to the end of the assigned workday will be paid the maximum allowable mileage rate of the Internal Revenue Service. Mileage will not be paid for reporting to the beginning school session assignment, nor from the last building assignment. Mileage claims will be paid twice yearly. To be paid mileage, the Teacher must record the dates and mileage on forms prescribed and approved by the Indiana State Board of Accounts.

Payment of Coaching and Responsibility Stipends

All teachers having coaching/responsibility greater than One-Thousand dollars (\$1,000.00) per stipend will choose one of the following pay options. Those under one-thousand dollars will receive a one time payment as per Schedule A.

1. Twenty-Six (26) equal payments
2. Included in one check issued on the first pay date listed below that occurs after the conclusion of the assignment.

Pay Dates

- A. Second pay date in September
- B. First and second pay date in December
- C. Second pay date in March
- D. Second pay date in June

The pay dates for this option are listed with each coaching/responsibility stipend in the pay schedule of this appendix.

APPENDIX A
2017-2019 RESPONSIBILITY STIPENDS

ASSIGNMENT	AMOUNT	SINGLE CHECK
HIGH SCHOOL POSITIONS		
1st Tech Challenge Head Coach	2000	June
1st Tech Challenge Assistant Coach	1000	June
Academic Competition Coordinator K-12	3000	June
Academic Competition Coach (Super Bowl)	1500	June
Academic Coach Odyssey of Mind/Destination/Imagination	2000	June
Academic Assistant Coach Odyssey of Mind/Destination/Imagination	1000	June
Academic Competition Timekeeper	300	June
Academic Competition Proctor	300	June
Band, School Year	3136	June
Band, School Year Assistant	1544	June
Band, Preschool	1504	September
Band, Preschool Assistant	848	September
Band, Summer	5149	
Class Coverage (per hour)	23.18/Hr.	
Class Sponsor	1362	June
COE Coordinator	2200	June
Culinary Arts Catering/Event Coordinator	2000	June
<i>Department Chair</i>		
English, Mathematics, Exceptional Learners*	2006	June
Science, Social Studies, Industrial Tech	1673	June
All Other Departments**	1338	June
Dramatics Director	3745	June
Exercise Room Supervisor -Fall (60 days)	1060	December
Exercise Room Supervisor -Winter (60 days)	1060	March
Exercise Room Supervisor -Spring (60 days)	1060	June
History Day Coordinator	730	December
Intramurals (per hour)	18.00/ Hr.	
MDE Coordinator	2200	June
Mock Trial Coach	2000	June
National Honor Society Sponsor	1362	June
Newspaper	848	June
Orchestra, School Year	2002	June
Orchestra, School Year Assistant	776	June
Orchestra, Summer	3003	
Pom Pon	3183	June
Professional Library Coordinator	1287	June
Project TEACH Coordinator	2043	June
Pupil Orientation, daily, 8 days maximum	268	September
Quiz Bowl Coach	1699	March
Quiz Master	705	June

*In addition, up to 5 days maximum for the Exceptional Learners Department Chair for pupil orientation/student scheduling.

**Art, Business, Family Consumer Science, Foreign Language, Guidance, Media, Music, and P.E.

APPENDIX A
2017-2019 RESPONSIBILITY STIPENDS (Cont.)

ASSIGNMENT	AMOUNT	SINGLE CHECK
HIGH SCHOOL POSITIONS		
School Improvement Committee	1132	June
Science Fair Coordinator	588	June
Science Olympiad Head Coach	2500	June
Science Olympiad Assistant Coach	1250	June
Sound/Light Coordinator	1600	June
Spell Bowl Coach	848	June
Spring Musical Vocal Director/Coordinator	1124	June
Stage Manager	1525	June
Student Council Sponsor	2149	June
Swimming Pool Instructor (per hour)	16.98/Hr.	
Swimming Pool Supervisor (per hour)	12.77/Hr.	
T.V. Studio Coordinator	1479	June
Vocal Program Head	2346	June
Yearbook	1566	June
HIGH SCHOOL POSITIONS		
ASSIGNMENT	AMOUNT	SINGLE CHECK
MIDDLE SCHOOL POSITIONS		
Academic Coach -English	487	June
Academic Coach -Math	487	June
Academic Coach -Science	487	June
Academic Coach -Social Studies	487	June
Additional Academic Competitions (per hr.)	17.53/Hr.	
Athletic Coordinator*	2232	June
City Spelling Bee Coordinator	304	March
Class Coverage (per hour)	27.00/Hr.	
Department Chair**	500	June
Drama Coordinator	750	June
Exceptional Learners Coordinator (3 days)	800	June
Helping Hands Service Group Coordinator	300	June
Intramural Athletic Coordinator	2149	June
Intermurals (per hour)	18.00/Hr.	June
Geography Bee Coordinator	304	March
History Day Coordinator	304	March
History Day -Local and State	730	March
History Day -Nationals	730	March
LEGO Competition Sponsor	611	June

*Pupil Orientation Scheduling, 2 days maximum

**Art, English, FAPA, Math, P.E./Health, Science, and Social Studies

APPENDIX A
2017-2019 RESPONSIBILITY STIPENDS (Cont.)

ASSIGNMENT	AMOUNT	SINGLE CHECK
MIDDLE SCHOOL POSITIONS		
Math Counts Coordinator	487	March
Music Program Director	300	June
National Junior Honor Society	1001	June
News Coordinator	1591	June
Power Fluid	611	June
Pupil Detention	1591	June
Pupil Orientation,	268	June
Quiz Bowl Coach	487	June
Science Fair Coordinator	611	March
Science Olympiad Coordinator	339	June
School Improvement Stipend	1500	June
(divided amongst leadership positions)		
Spell Bowl Coach	304	December
Student Council	1001	June
Team Leaders	1100	June
Textbook Coordinator	1524	June
Yearbook Sponsor	1001	June
ASSIGNMENT		
AMOUNT		
SINGLE CHECK		
ELEMENTARY POSITIONS		
Academic Coach	350	June
Choir	450	June
LEGO Competition Sponsor	611	June
Patrol Sponsor	1005	June
Student Council	295	June
ASSIGNMENT		
AMOUNT		
SINGLE CHECK		
ALL SCHOOL POSITIONS		
Curriculum Development (per hour)	23.93/Hr.	
Homebound Instructors	35.70/Hr.	
Principal's Designee (Except MHS/JYMS)	1005	June
Professional Development	150/Day	
(by request of the administration)		
Saturday Teacher (per hour)	27.59/Hr.	
School Improvement Stipend**	1500	June
(divided amongst leadership positions)		
TESA Trainers	1750	June
Tutoring	27.59/Hr.	
Wednesday School (per hour)	27.59/Hr.	

*High School not included, refer to HS positions

APPENDIX A
2017-2019 ATHLETIC COACHING SALARY STIPENDS

ASSIGNMENT	POSITION	AMOUNT	SINGLE CHECK
Baseball	Head	4274	June
	Assistant	2573	June
Basketball	Assistant	4274	March
(Boys/Girls)	7th/8th Head	2573	March
	7th/8th Assistant	1200	March
	Elementary	450	December/March
Cheerleading	Head	2856	June
	Assistant	1757	June
	7th / 8th	1457	June
Cross Country	Head	2856	December
(Boys/Girls)	Assistant	1457	December
(Boys/Girls)	7th / 8th	1457	December
Football	MHS/Assistant	4274	December
	7/8 Head	2849	December
	8th	2649	December
	7th	2649	December
Golf (Boys/Girls)	Head	2856	November(Girls)/June (Boys)
Soccer	Head	3565	December
(Boys/Girls)	Assistant	2015	December
Softball	Head	4274	June
	Assistant	2573	June
Swimming	Head	4274	March
	Assistant	2873	March
Tennis	Head	2856	December (Boys)/ June (Girls)
(Boys/Girls)	Assistant	1457	December/June
Ticket Manager		5958	June
Track	Head	4274	June
	Assistant	2573	June
	8th	1457	June
	7th	1457	June
	Elementary	450	June
Trainer	Head	6937	June
	Assistant	4224	June
Volleyball	Assistant	4274	December
	7th/8th Head	2649	December
	7th/8th Assistant	1200	December
	Elementary	450	December
Wrestling	Head	4980	March
	Assistant	2856	March
	7th	2573	March
	8th	2573	March
	Elementary	450	December
Wrestling	Scorekeeper	284	March

**SCHOOL CITY OF MISHAWAKA
PAY DATES 2017 - 2018**

		Payroll Due in	
<u>Pay Cycle Begins</u>	<u>Pay Cycle Ends</u>	<u>Business Office</u>	<u>Pay Date</u>
<i>Thursday</i>	<i>Wednesday</i>	<i>Thursday</i>	<i>Friday</i>
August 10	August 23	August 24	Sep-01
August 24	September 06	September 07	Sep-15
September 07	September 20	September 21	Sep-29
September 21	October 04	October 05	Oct-13
October 05	October 18	October 19	Oct-27
October 19	November 01	November 02	Nov-10
November 02	November 15	November 16	Nov-24
November 16	November 29	November 30	Dec-08
November 30	December 13	December 14	Dec-22
December 14	December 27	December 28	Jan-05
December 28	January 10	January 11	Jan-19
January 11	January 24	January 25	Feb-02
January 25	February 07	February 08	Feb-16
February 08	February 21	February 22	Mar-02
February 22	March 07	March 08	Mar-16
March 08	March 21	March 22	Mar-30
March 22	April 04	April 05	Apr-13
April 05	April 18	April 19	Apr-27
April 19	May 02	May 03	May-11
May 03	May 16	May 17	May-25
May 17	May 30	May 31	Jun-08
May 31	June 13	June 14	Jun-22
June 14	June 27	June 28	Jul-06
June 28	July 11	July 12	Jul-20
July 12	July 25	July 26	Aug-03
July 26	August 08	August 09	Aug-17

**SCHOOL CITY OF MISHAWAKA
PAY DATES 2018 - 2019**

		Payroll Due in	
<u>Pay Cycle Begins</u>	<u>Pay Cycle Ends</u>	<u>Business Office</u>	<u>Pay Date</u>
<i>Thursday</i>	<i>Wednesday</i>	<i>Thursday</i>	<i>Friday</i>
August 09	August 22	August 23	Aug-31
August 23	September 05	September 06	Sep-14
September 06	September 19	September 20	Sep-28
September 20	October 03	October 04	Oct-12
October 04	October 17	October 18	Oct-26
October 18	October 31	November 01	Nov-09
November 01	November 14	November 15	Nov-23
November 15	November 28	November 29	Dec-07
November 29	December 12	December 13	Dec-21
December 13	December 26	December 27	Jan-04
December 27	January 09	January 10	Jan-18
January 10	January 23	January 24	Feb-01
January 24	February 06	February 07	Feb-15
February 07	February 20	February 21	Mar-01
February 21	March 06	March 07	Mar-15
March 07	March 20	March 21	Mar-29
March 21	April 03	April 04	Apr-12
April 04	April 17	April 18	Apr-26
April 18	May 01	May 02	May-10
May 02	May 15	May 16	May-24
May 16	May 29	May 30	Jun-07
May 30	June 12	June 13	Jun-21
June 13	June 26	June 27	Jul-05
June 27	July 10	July 11	Jul-19
July 11	July 24	July 25	Aug-02
July 25	August 07	August 08	Aug-16

APPENDIX C
School City of Mishawaka
Grievance Form

Name _____

- Distribution:
- 1. Superintendent
 - 2. Principal
 - 3. Association
 - 4. Employee

GRIEVANCE REPORT

Submit to Principal in Duplicate

Building	Assignment	Name of Grievant	Date Filed
----------	------------	------------------	------------

STEP 1

- A. Date Cause of Grievance Occurred _____
- B.
 - 1. Contract Provision Violated _____
 - 2. Relief Sought _____

Signature _____ Date _____

C. Disposition by Principal _____

Principal's Signature _____ Date _____

D. Position of Grievant and/or Association

Signature _____ Date _____

GRIEVANCE FORM

STEP TWO

Grievance #

- Distribution:
- 1. Superintendent
 - 2. Principal
 - 3. Association
 - 4. Employee

Name of Grievant

Date Filed

Building

Assignment

A. Date of Appeal to Superintendent

B. Grounds for Appeal

Grievant's Signature _____ Assoc. Rep.'s Signature _____

Date _____

C. Date, Time and Place of Meeting with Superintendent

D. Disposition by Superintendent

Superintendent's Signature _____ Date _____

E Position of Grievant and/or Association

Grievant's Signature _____ Assoc. Rep.'s Signature _____

Date _____