

PENN · HARRIS · MADISON
— SCHOOL CORPORATION —

TEACHER AGREEMENT

July 1, 2018
To
June 30, 2019

**MEMBERS OF THE NEGOTIATING TEAM
FOR THE PHMTA**

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Tanner Givens
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& Spokesperson

**MEMBERS OF THE NEGOTIATING TEAM
FOR THE BOARD**

Michael Lureman, Director of Human Resources & Spokesperson
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Jerry Hawkins, Director of Finance
Jayson Snyder, Director of Professional Development and Student Learning
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SUPERINTENDENT

Jerry Thacker, Ed.D

MEMBERS OF THE 2018 BOARD OF SCHOOL TRUSTEES

Larry Beehler
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AGREEMENT
PENN-HARRIS-MADISON SCHOOL CORPORATION
AND
PENN-HARRIS-MADISON TEACHERS' ASSOCIATION

ARTICLE I
RECOGNITION

A. Recognition

1. The Board recognizes the Penn-Harris- Madison Teachers' Association ("PHMTA") as the exclusive representative for the certified teachers employed by the Penn-Harris-Madison School Corporation ("PHMSC") and for those personnel described in the following unit in accordance with Public Law 217. "All certificated personnel employed by the Board and whose official assignment requires a teacher's license issued by the State of Indiana except the Superintendent, Assistant or Associate Superintendents, Principals, Assistant Principals, Directors, Administrative Assistants, and any certified employee who has system-wide supervisory or administrative responsibility."
2. PHMTA and PHMSC have entered into an "Agreement" governing certain terms and conditions for employment of certified teachers.

B. Definition

1. The terms "Board" and "Association" shall include authorized officers, representatives and agents.
2. The term "Board" when used in this contract, shall refer to the Penn-Harris-Madison School Corporation of the County of St. Joseph of the State of Indiana.
3. The term "Association" when used in this agreement shall refer to the Penn-Harris-Madison Teachers' Association, the Indiana State Teachers' Association, and the National Education Association.

ARTICLE II
COMPENSATION

A. Compensation Model

1. **Salary Range:** The salary range, prior to any increases provided pursuant to this agreement, is \$39,300 to \$68,028, not including current year increases or TRF contributions. Salary Range after increases will be \$40,350 to \$69,028.
2. **General Eligibility:** Any teacher who received an evaluation rating of Ineffective or Improvement Necessary in the prior school year is not eligible for any salary increase and remains at their prior year salary. However, teachers in their first full year of instructing students are exempt from the evaluation rating eligibility requirement and are eligible for a salary increase.
3. **Factors and Definitions:**
 - i. **Evaluation rating** – The teacher received a rating of Effective or Highly Effective in the prior year.
 - ii. **Years of Experience** – Teachers in their first full year of instructing students at PHMSC with less than one year of experience (BS+0).
 - iii. **Academic needs of students** – The need to retain teachers important to the corporation to ensure educational continuity.
4. **Distribution:** Salary increases are based on evaluation ratings and academic needs of students
 - i. Evaluation Rating = \$800
 - ii. Years of Experience = \$300

iii. Academic Needs

1. Ensuring educational continuity for students by retaining teachers whose base salary prior to current year increases was \$39,300 to \$50,424 = \$750
2. Ensuring educational continuity for students by whose base salary prior to current year increases was \$50,850 to \$58,011= \$550
3. Ensuring educational continuity for students by retaining teachers whose base salary prior to current year increases was \$58,641 to \$68,028= \$200

The experience factor accounts for 16% of the maximum available salary increase (\$300/\$1,850)

5. **Redistribution:** Based on anticipated evaluation results, the parties believe that all funds will be distributed and that no redistribution will be necessary. However, in the event that there are funds that were otherwise allocated for teachers rated ineffective or improvement necessary, those funds will be equally redistributed to all teachers rated effective or highly effective. The redistribution will be paid as a stipend no later than December 14, 2018.
6. All increases will be made effective from the start of the 2018-2019 school year. The retroactive salary increases from August 2018 through November 2018 will be paid no later than December 14, 2018.

7. **Stipends:**

- i. General Eligibility: Any teacher who received an evaluation rating of Ineffective or Improvement Necessary in the prior school year is not eligible for a stipend.

ii. Basis for stipend:

1. In order to ensure educational continuity for students by retaining quality teachers, a one-time stipend in the amount of \$900.00 subject to normal withholdings will be paid to effective and highly effective teachers whose base salary was \$39,300 to \$50,424 prior to current year increases.
2. In order to ensure educational continuity for students by retaining quality teachers, a one-time stipend in the amount of \$1,100.00 subject to normal withholdings will be paid to effective and highly effective teachers whose base salary was \$50,850 to \$58,011 prior to current year increases.
3. In order to ensure educational continuity for students by retaining quality teachers, a one-time stipend in the amount of \$1,450.00 subject to normal withholdings will be paid to effective and highly effective teachers whose base salary was \$58,641 to \$68,028 prior to current year increases.

iii. Distribution

1. The one-time stipend will be paid no later than December 14, 2018.

For informational purposes only:

Salary Range	Salary Increase	Stipend
\$39,300 (first year)	\$1,050	
\$39,300 - \$50,424	\$1,550	\$900
\$50,850 - \$58,011	\$1,350	\$1,100
\$58,641 - \$ 68,028	\$1,000	\$1,450

Athletic and Extracurricular salary ranges increase 2% effective from the start of the 2018-2019 school year. Employees who hold extracurricular positions shall not be paid outside the ranges as found in Appendix B. Any reference to additional work days that is contained in Appendix B was not bargained and has been included for informational purposes only.

The aforementioned increases are applicable to teachers on full-time contracted position (1.0 FTE). Teachers working less than 1.0 contracts will receive increases in proportion to their contract status.

B. **New Teacher Placement**

1. The Board will set a new teacher's salary within the salary range that the Board will pay to veteran teachers with comparable education and experience.
2. In order to provide additional flexibility with respect to employ teachers in hard to fill positions, the Board shall have discretion to pay a one-time employment incentive stipend in an amount set by memorandum between the parties for hard to fill positions. For purposes of this Agreement, the only teachers eligible to receive this employment incentive stipend are those who are licensed or have endorsements in the follow content areas: math (5-12), science (5-12), special education (K-12), or ENL (K-12). This stipend was bargained outside of the compensation plan in accordance with legal guidance and decisions issued by the Indiana Education Employment Relations Board.

The teacher acknowledges that the initial assignment of salary shall continue to remain in place for all future years. To the extent any increases in salary are based on years with ratings of Effective or Highly Effective, they shall be calculated from the beginning of the first year's contract of the teacher of the School Corporation. The teacher acknowledges that there will be no future retroactive determination of actual experience for the purpose of advancing the teacher's salary.

- C. Teachers traveling from school to school, as part of their individually contracted teaching position, shall be reimbursed at the maximum allowable IRS mileage rate.
- D. Full-time teachers new to P-H-M will receive an advance of five-hundred dollars (\$500) or part-time two-hundred fifty (\$250) of their first paycheck two weeks prior to the first scheduled pay date, provided that:
 1. They have signed a contract on or before the first day students are in attendance.
 2. All tax forms and other required documentation are completed and on file.
 3. A written request has been filed on or before the first day students are in session.
- E. Deductions of pay for daily absences of teachers which are not covered by any leave provisions shall be made on the basis of the number of days in the teacher's contracted salary.
- F. Paychecks, not to exceed twenty-six (26) pays in a calendar year, will be directly deposited every other Friday except when that day is a bank holiday, in which case the checks will be directly deposited on the preceding day.
- G. After the 2014-2015 school year, a teacher may elect to take 21 pays rather than 26 (the first 21 dates of the 26 pay dates). The Business Office will need to be notified by May 15th for the upcoming school year or upon the date of hire for new employees (up until the first student day, at which time it will be designated for one year at 26 pays).
- H. Teachers receiving compensation from the Board for work done during the summer amounting to less than five-hundred dollars (\$500) shall be paid with the first paycheck of the new school year. Those who earn a total of Five-hundred dollars (\$500) or more shall receive paychecks on the regularly scheduled pay date.
- I. All positions on the Athletic and Extra Curricular Salary Ranges shall be voluntary.
- J. Summer school teachers will be compensated at the teacher's base rate per diem rate divided by 6 multiplied by the number of hours worked. 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.
- K. **DEDUCTIONS**
 1. The corporation shall determine the authorized institutions and/or programs for payroll deductions. Upon written request, the Board will make available for all members of the bargaining unit, deductions for deposit to any authorized credit union, bank, specified annuity or specified insurance program, and for payment of professional dues.
 2. The Board agrees to deduct from the paychecks of teachers who are members of the Association the dues of such Association as to those teachers who voluntarily and individually authorize, on forms provided by the Association and approved by the Board, an amount that will result in equal deductions provided all such deductions meet the requirements of under current statute. The Association agrees to hold the Board harmless for any claims, suit or judgment brought by a teacher for said deductions.
- L. In the event a teacher teaches more classes than are normally assigned to other similarly situated teachers in the same building, the teacher shall have their salary prorated based on the teacher's contracted salary.

- (b) The Board shall provide a voluntary employees beneficiary association ("VEBA") trust for teachers to be known as the Penn-Harris-Madison School Corporation VEBA. Each year, commencing January 1, 2008, the Board shall contribute a base contribution equal to one percent (1%) of the employee's compensation, as defined in IC 5-10.2-4-3. The VEBA will provide full and immediate vesting for any participant employed by Penn-Harris-Madison School Corporation as of January 1, 1999. For any participant whose date of employment with Penn-Harris-Madison School corporation is after January 1, 1999, vesting shall be based on years of continuous employment and shall be completed upon signing the eleventh consecutive contract.

2. Pre-July 1, 1998 Hires

For individuals who were employed by the School Corporation on June 30, 1998, this Paragraph B shall apply.

- (a) If the teacher's employment with the school corporation is severed after completing at least twenty (20) years of service in the Penn-Harris-Madison School Corporation or after attaining at least age fifty-six (56), the teacher shall be entitled to the following:
 - i. the teacher's vested account (if any) in the Teachers' Supplemental Retirement Plan as described in A above;
 - ii. if in any year there is any excess of the teacher's early retirement incentive benefit as of June 30, 1998, as determined under the Memorandum of Understanding, over the total amount in (Q)(2)(b)(i) above, then an amount shall be determined as follows. Any remaining excess will be divided by the years remaining until the teacher is eligible for Medicare coverage. This amount shall be the annual deposit to the teacher's Penn-Harris-Madison VEBA account. This amount shall be deposited each year until the earlier of the time there is no remaining excess or the time the teacher is eligible for Medicare coverage. However, if this produces less than \$1,000 per year, the entire remaining excess (if any) will be deposited at one time to the Penn-Harris-Madison VEBA account at the teacher's retirement. The VEBA account may be used by the teacher to direct to purchase medical plan coverage or receive medical reimbursements pursuant to said plan.
- (b) Example of A.2. A teacher has a current value of \$60,000 as of June 30, 2007 for his/her early retirement incentive program. The teacher retires in June, 2007, at age 62 with 25 years of service. The teacher's account in the Teachers' Supplemental Retirement Plan described in A is \$26,000 at the time of retirement, of which \$24,000 was the School Corporation's catch-up contributions. The teacher will receive the following:
 - i. the \$26,000 account, plus
 - ii. \$12,000 per year into the teacher's VEBA account in 2007, 2008, 2009 (after which the teacher, then age 65, is eligible for Medicare). ($\$60,000 - \$24,000 = \$36,000 \div 3 = \$12,000$).
- (d) Example of B.2. A teacher has a current value of \$60,000 as of June 30, 2007 for his/her early retirement incentive program. The teacher retires in June, 2007, at age 65 with 25 years of service. The teacher's account in the Teachers' Supplemental Retirement Plan described in A is \$26,000 at the time of retirement of which \$24,000 was the School Corporation's catch-up contributions. The teacher will receive the following: (d)
 - i. the \$26,000 account, plus
 - ii. \$36,000 into the teacher's VEBA account in 2007 (since the teacher is 65 that year).

3. July 1, 1998 and Thereafter Hires

For individuals who were not employed by the School Corporation on June 30, 1998, this Paragraph C shall apply:

If the teacher's employment with the school corporation is severed, the teacher shall be entitled to the teacher's vested account (if any) in the Teachers' Supplemental Retirement Plan as described in A above.

4. Lump Sum Payment

If the teacher's employment with the school corporation is severed and the teacher has given notice by March 1 of the year of the severance or retirement and has accrued at least 120 sick days as of June of the year of their severance or retirement, the Board shall pay \$2,000 in a lump sum payment as wages to the teacher.

5. Death Benefits

- (a) If a teacher dies while actively employed by the School Corporation, and the teacher would be entitled to a benefit under Section B.1 above, the teacher's beneficiary shall directly receive any amounts that would have been payable to the teacher if they severed employment on their date of death.
- (b) If a teacher dies while actively employed by the School Corporation, but while eligible to retire and receive a benefit under Section B.2 above, the teacher's beneficiary shall directly receive a lump sum the present value of any amounts that would have been payable to the teacher if they had retired on their date of death.
- (c) If a retired teacher dies while receiving benefits under Section B.2. above, the teacher's beneficiary shall directly receive in a lump sum the present value of any amounts not previously paid to the teacher.
- (d) For purposes of this section, beneficiary shall mean the following:
 - i. the teacher's spouse if they survive the teacher,
 - ii. if there is no surviving spouse, the teacher's children, if they survive the teacher,
 - iii. if there are no surviving spouse or children, the teacher's estate.

Q. VEBA / Death Benefits

If a teacher dies and has no spouse or IRS qualified dependent, all money left in the teacher VEBA account after qualified medical expenses have been paid will remain in the VEBA account. If the forfeited balance is over fifty dollars (\$50.00), the Penn-Harris Madison School Corporation will pay an amount equal to the forfeited account in VEBA. Such amount shall be paid within the same calendar year as the death occurred to the teacher's beneficiary. The beneficiary shall be as established with the Indiana Teachers Retirement Fund.

R. Stipend: Dual Credit/ACP and AP Classes

1. The Board shall pay a stipend equivalent to Two Hundred and 00/100 (\$200.00) per class, per semester to a Teacher who:
 - (a) Provides instruction in Advanced Placement, and
 - (b) Has fully completed the course of study and other requirements necessary in order to provide this instruction.
2. The Board shall pay a stipend equivalent to Two Hundred Fifty and 00/100 (\$250.00) per class, per semester to a Teacher who:
 - (a) Provides instruction in Dual Credit/ACP, and
 - (b) Is currently working to complete the graduate course of study (including credit hours in the applicable content area) and other requirements necessary in order to provide this instruction.
3. The Board shall pay a stipend equivalent to Three Hundred and 00/100 (\$300.00) per class, per semester to a Teacher who:
 - (a) Provides instruction in Dual Credit/ACP and
 - (b) Has fully completed the graduate course of study (including credit hours in the applicable content area) and other requirements necessary in order to provide this instruction.
4. This stipend was bargained outside of the compensation plan in accordance with legal guidance and decisions issued by the Indiana Education Employment Relations Board.

S. 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.

T. Professional Organization Membership

In accordance with prior Joint Service agreement with School City of Mishawaka, the Board will pay an amount not to exceed Three-Hundred 00/100 Dollars (\$300.00) representing the cost of the membership in the American Speech-language Hearing Association (ASHA) for Speech Language Pathologists.

U. Appendix A – Athletic and Extracurricular salary ranges.

ARTICLE III

BENEFITS

A. Insurance

- 1.. Teachers shall be eligible to participate on a voluntary basis in a Term Life Insurance Program that provides a fifty-thousand dollar (\$50,000) death benefit and an additional fifty-thousand dollar (\$50,000) accidental death benefit by paying one dollar (\$1.00) of the annual premium.
2. Teachers shall be eligible to participate on a voluntary basis in a Long Term Disability Insurance Program (Income Protection) by paying one dollar (\$1.00) of the annual premium.
 - (a) The LTD insurance pays up to sixty-six and two-thirds percent (66 2/3%) of the teacher's salary to the teacher during the disability period. This LTD payment is not offset by sick leave paid by the Corporation.
 - (b) Any money received by the disabled teacher from the LTD provider for days which the teacher received paid sick leave from the Corporation will be turned over to the Corporation. Sick leave used will be charged against the teacher's sick leave accumulation only for that part of the absence for which the Corporation funds are used to compensate the teacher. Days charged against sick leave shall be rounded off to the nearest one-half (1/2) day. In cases covered by this procedure it will be necessary for the teacher to endorse the LTD check to the Penn-Harris-Madison School Corporation and deliver it to the Business Office.
3. Any teacher who is absent because of a serious illness, disease, or accident such that Income Protection or Worker's Compensation will be forthcoming and who has exhausted accrued sick leave shall be paid the regular daily rate by the Board only during one (1) contractual year (September - June) until the Income Protection Insurance or Worker's Compensation payments begin, but in no instance more than ninety (90) calendar days. Any more than one (1) such payment to the same teacher in a three (3) year period shall be at the Board's discretion. The Board may require its own medical documentation by its own doctor if the circumstances warrant an investigation.
4. The Board will provide liability insurance for teachers while using their personal vehicles, which are licensed for highway use, to transport students for school related activities. The teachers' vehicle liability insurance shall be the primary coverage.
5. Health Insurance - Teachers shall be eligible to participate on a voluntary basis in the Comprehensive Major Medical Program by paying 20% of the annual premium for plan A. Teachers who choose to participate in Plan B will pay the differences between the annual premium for Plan B and the corporation cost for Plan A. Any part-time employee who works less than one-half (1/2) time shall also be eligible to participate in these programs. However, in such situation, the Board will pay 40% of the annual insurance premium. Plan enrollment will be closed effective November 2007, except for HIPAA qualifying "life events" and as otherwise mandated under the terms of the Patient Protection and Affordable Care Act (PPACA).
6. Effective January 1, 2011, teachers will be offered the option of the 2011 Plan A revised or 2011 Plan B revised.
7. Dental - Teachers shall be eligible to participate on a voluntary basis in a group Dental Program with the Board contributing the following:
 1. Single Plan - One hundred percent (100%) of the annual premium.
 2. Family Plan - Sixty percent (60%) of the annual premium.
8. No change in carriers or policies for items 5 and 7 above will be made during the term of this Agreement without the study and recommendation of the Insurance Committee. Should the Insurance Committee recommend changes and the Administration and Association agree to accept such changes, they shall become effective after ratification and Board approval.

9. A teacher upon retirement may continue to be a member of the group health insurance program until eligible for Medicare provided the teacher pays the entire cost of the premium in advance on at least a monthly basis.
10. In the event a teacher is absent because of illness or injury and on a Board approved leave and has exhausted accrued sick leave, the insurance premium shall continue to be paid for the balance of such leave.
11. Specified tax-sheltered annuities for teachers are now available and accounting service for such annuities can be provided for teachers by the school corporation.
12. The Board shall provide upon receiving appropriate written authorization, payroll deductions for those teachers who voluntarily wish to participate in the Association sponsored cancer and intensive care insurance program. (Insurance costs shall be shared proportionately by all employee groups and deducted from available dollars in the budget).
13. A Section 125 plan will be provided as an option for all teachers. The teacher participants will pay the monthly fee for the third party processor of the Section 125 plan.
14. The parties commit to discuss and make plan design changes if renewal exceeds five percent (5%).

B. JOB SHARING

1. During the year that the Job Share agreement is in effect, the participating teachers will have the normal unpaid leave options that are available for full-time employees.
2. Teachers involved in a Job Share assignment shall receive one-half of the benefits received by full-time teachers.
 - (a) All short-term benefits (sick, personal, family illness, bereavement, etc.) will be credited at 50% of the benefit received by full-time teachers.
 - (b) Job Share teachers will receive 50% of the health and dental insurance contributions which would be paid by the Board if they were full-time teachers.

ARTICLE IV

LEAVES OF ABSENCE

Teachers returning from a Board approved leave shall be given a position for which they are qualified and certified.

Insurance premiums shall be continued during employees' approved sick leaves, medical leaves, maternity leaves, or parental leaves of absence.

Upon request, teachers may be granted an extension of any leave when such extensions will coincide with the end of the semester.

A. Compensable Leaves

1. Sick Leave

- (a) All members of the teaching staff will accrue sick leave at the rate of twelve (12) days the first year and ten (10) days each year thereafter. In case of question, a physician's statement of medical necessity may be requested by the Administration concerning the cause of any such teacher absence. When such a request incurs costs not paid by Penn-Harris-Madison insurance benefits, the corporation will pay. If in any one school year, the teacher shall be absent for illness fewer than ten (10) days, the remaining total days up to a total of ten (10) days shall be accumulated without limit. In addition, all unused sick leave accumulated in any prior teaching service in Indiana will, upon employment, be transferred to the teacher. In cases where a teacher has exhausted all available sick leave and the need for additional days seems imperative, such days may be granted on the approval of the Superintendent and the Board. Any request for additional days shall be accompanied by acceptable documentation by a physician.
- (b) Stipend: Teachers with at least 120 sick days at the beginning of the school year before the thirteen (13) new personal business (pb)/sick days are added will be eligible upon request to receive Fifty Dollars (\$50.00) per day for each of those unused sick day(s) that school year, provided they have not used more than six (6) pb/sick days during that school year.

Paid days will be deducted upon payment. All completed forms must be submitted to the Human Resource Dept. no later than the last teacher day of the current school year. Payment will be made on or before August 1, 2019. This stipend was bargained outside of the compensation plan in accordance with legal guidance and decisions issued by the Indiana Education Employment Relations Board.

- (c) Employed summer school teachers may be granted one (1) day per session sick leave on an accumulative basis. If additional sick leave days are necessary, a teacher may use regular sick leave accumulation. Personal business days not used during the regular school year may be used if a teacher is employed during the summer. Both sick and personal business days shall be used in increments of one-half (1/2) or full days and prorated on a basis that reflects the actual hours worked per summer school day.

2. Sick Leave Assistance Program:

- (a) Teachers may donate up to two (2) personal days in a given school year to any teacher who, in the case of extended illness, has exhausted his/her sick leave days and personal days.
- (b) A request for such a donation will be made through the president of PHMTA.
- (c) With the consent of the teacher making the request, the PHMTA will convey the request to teachers and circulate the appropriate donation form to them.
- (d) Completed forms will be submitted to the Superintendent by PHMTA.
- (e) A physician's certification will confirm the illness.
- (f) The maximum number of days that may be donated to a given teacher in school year is the number of days it would take to enable that teacher to be eligible for long-term disability insurance, up to a maximum of sixty (60) days in a given school year.
- (g) Personal business days (PHMTA replaced with "sick days) to be assigned to the applicant will be chosen by lottery of donated days conducted by PHMTA.
- (h) Donors whose days are drawn will be notified in writing that the days will be subtracted from their allotment and indicated on their pay stub. This deduction may not be immediate since the extended illness may occur over several pay periods.
- (i) Donated days in excess of the days used will be returned to the donors in a timely manner.
- (j) Donated days must be received in the Business Office before the end of the payroll period in which they will be charged. Days will not be credited retroactively.

3. Personal Leave

- (a) A teacher shall be granted up to three (3) days per year for the transaction of personal business. Whenever possible a teacher will submit the leave request three (3) days in advance of the planned absence. Unused personal business days may be accumulated up to five (5) days as personal business. However, no more than three (3) of those five (5) days may be used consecutively. Any additional personal business days will be accumulated as sick leave.
- (b) Personal business days shall not be used for the sole purpose of extending vacations or holidays unless the teacher complies with the following procedure:
 - i. One calendar day maximum may be used per school year to extend a vacation or holiday.
 - ii. The teacher must give notice in writing to the Director of Human Resources ten (10) working days in advance of taking said day.
 - iii. This personal business day cannot be used in conjunction with an unpaid day without a consent agreement between the Board and PHMTA.

4. Emergency Leave

In addition to the three (3) days for personal business, five (5) days may be taken for other emergencies. In these five (5) days, however, the substitute's pay will be deducted from the teacher's daily rate of pay. The term "emergency" when used in this contract shall mean a condition or occurrence which is serious, could not reasonably have been anticipated and for which the teacher could not be expected to use sick leave.

5. Bereavement Leave

- (a) Bereavement leave shall be used for the purpose of mourning and the business related to the loss of the deceased.
- (b) Seven (7) calendar days of leave are granted for each death in the immediate family. Immediate family is defined for the purpose of this regulation as mother, father, son-in-law, daughter-in-law, step-mother, step-father, sister, brother, children, grandchildren, spouse, foster parents, and parents-in-law. Three (3) calendar days of leave are allowed in the case of death of grandparents, grandparents of spouse, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law. In addition, time not to exceed one (1) day may be granted for funerals of other than members of the immediate family except in the case of a staff member where a disruption in school could occur because of large numbers of persons requesting to attend the funeral. The bereavement leave days will be consecutive unless prior approval is received from the Director of Human Resources. Where the need seems imperative, additional days may be granted on the approval of the Superintendent and Board.

6. Jury Duty

Any teacher serving on jury duty or subpoenaed as a witness at a trial, will receive regular earnings less the amount received for serving as a juror or witness. The Board shall not deprive an employee of employment or employment benefits, or threaten employment because the employee receives a summons, responds thereto, serves as a juror, or attends court for prospective jury service.

7. Religious Observance Day

One day of leave per year shall be granted upon request to a teacher (who is a member of a nationally recognized body) for the celebration of a religious holiday when the ritual or observance is required of all its members by a nationally recognized religious body and such observance requires time during the regular school day.

8. Professional Leave

The Board agrees that professional leave days with pay may be granted for the following purposes:

- (a) Attending and/or participating in professional meetings relating to educational workshops, seminars, or conferences sponsored by industry, professional associations, colleges, universities, or governmental agencies concerned with public school matters.
- (b) Visitation to other school corporations or educational institutions for the purpose of observing instructional techniques or other instructionally-oriented programs.

9. Family Illness

A teacher's accumulated sick leave may be used for family illness up to an annual cap in accordance with Family Medical Leave Act Leave. For purposes of family illness, family is defined as spouse, child, parent, or any other member of the family unit whose residence is in the same household as the teacher. The administration reserves the right to grant additional days to employees having extenuating circumstances.

10. Parent-Teacher Conferences

Consistent with the terms of Information Page A (Parent-Teacher Conference arrangement), participating teachers will be granted exemption from attendance of the last day of the teachers' school year. This provision was not bargained and has been included for informational purposes only.

11. Association Leave

- (a) Association Leave Days, without loss of compensation, may be granted by the Superintendent. The President of the Association will make such request by meeting with the Superintendent. The purpose of the release days will be specified as well as the names of those persons to be released.
- (b) Representatives of the Board and Association will continue to meet weekly with members of the State Legislature during those time periods each year when the Legislature is in session. During the long session year, the Board will pay for substitutes, mileage and qualifying meals according to Board policy for eleven (11) days, and the short session for five (5) days. Two representatives of the Association chosen by the Association President or designee shall be provided release time without loss of compensation or benefits to meet

with Legislators for one day, each week, in Indianapolis during these sessions and within the parameters stated in this article. Additional days may be granted upon request.

- (c) For negotiations involving primarily wages and benefits, the Board will release three (3) teachers with pay and will authorize the payment of three (3) substitute teachers during the intensified bargaining sessions. For negotiations involving the entire contract the Board will release up to eight (8) teachers with pay and will authorize the payment of eight (8) substitute teachers during these intensified bargaining sessions.
- (d) The President of the Association, as an employee of the Board, may request by standard operating procedures to be absent with pay in order to conduct Association business thirty (30) days per school year.
- (e) The Board will hire a full-time substitute whose first responsibility will be to substitute for the President of the Association. If the President is not absent the substitute will be assigned to another classroom or released to the general pool of substitutes for the corporation.
- (f) In addition to the PHMTA President's requested days, this substitute will be assigned to the President's classroom under the President's direction during the entire first week of the regular school year.
- (g) Finally, the PHMTA President will not be assigned to non-curricular based assignments instead will have that time to conduct PHMTA business. This provision was not bargained and has been included for informational purposes only.

B. Other Leaves

1. Parental Leave

- (a). A teacher shall, upon request, be given an unpaid parental leave of absence for the purpose of child-care for the balance of the semester following the birth or adoption of a child. An extension, if requested, may be granted but shall not exceed ninety (90) days following the end of the original request. Only one parental leave shall be granted per birth or adoption per household. In the case of the adoption of an infant under the age of two (2), the adoptive parent may request up to one (1) year leave of absence commencing when the parent takes custody of the child.
- (b). A request for a parental leave of absence shall, whenever possible, be received by the Administration at least ten (10) working days in advance of the effective date of said leave request.
- (c). The parental leave request shall contain beginning and ending dates thus establishing the initial duration of the request.

2. Maternity Leave

- (a). A teacher who is pregnant shall be entitled, upon request, to a leave of absence to begin at any time between the commencement of her pregnancy and one (1) year after the child is born to her.
- (b). Said teacher shall notify her immediate supervisor in writing of her desire to take such leave and, except in cases of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin.
- (c). The maternity leave request shall contain the anticipated beginning and ending dates thus establishing the expected length of the leave. Requests for extensions may be granted provided the total leave does not extend more than one (1) year beyond the birth of the child unless the extension beyond a year coincides with the end of the semester.
- (d). A teacher who becomes pregnant may work until the delivery provided she is able to perform all regular full-time duties of her occupation during her pregnancy and has her doctor's approval.
- (e). If an emergency arises, as defined in this Agreement and the teacher notifies the Superintendent of her desire to return to active employment, within ten (10) working days from such notification, she shall be assigned to the same position which she held at the time the leave commenced, or if that position is no longer in existence, to a substantially equivalent position.
- (f). A teacher hired prior to January 1, 2001, may use her accrued sick leave before and during the leave.
- (g). A teacher hired after January 1, 2001, may use accrued sick leave for all or any portion of the absence taken by the teacher because of a temporary disability caused by pregnancy.

When sick leave is requested, verification of the temporary disability related to the pregnancy must be submitted by a physician.

3. Medical Leave

- (a). In the event a teacher is absent because of injury or illness, the teacher may, with the approval of the Board of School Trustees, be granted up to a one (1) year leave of absence for medical reason.
- (b). Teachers who anticipate an absence in excess of thirty-five (35) working days, but not to exceed one (1) calendar year, shall make a formal medical leave of absence request to the Director of Human Resources stating the starting and approximate ending date of the requested leave. The dates may be adjusted to conform to logical dates on the adopted School Calendar.
- (c). A licensed medical doctor's statement shall accompany the leave request. The board may require a second medical opinion at board cost in order to verify medical necessity. If there is a discrepancy in the findings of the two doctors, a third medical opinion will be sought at board expense.
- (d). A medical release must be presented along with an advanced notice of not less than ten (10) working days when the employee plans to return to work. The board may require a second medical opinion at board cost to verify medical release to return to work. If there is a discrepancy in the findings of the two doctors, a third medical opinion will be sought at board expense.
- (e). It is understood that upon return, the teacher will be assigned by the administration to the former or a comparable position, if that position is available. Otherwise, the assignment will be made in accordance with the school corporation's standard practices.
- (f). The codicils of the Family Medical Leave Act shall also apply and run concurrently.

ARTICLE V

GRIEVANCE PROCEDURE

A. Definition

1. A grievance shall mean a complaint by a teacher of a violation, misinterpretation or inequitable applications of this Agreement.
2. As used in this Article, the term "teacher" may mean a group of teachers having the same grievance.
3. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties.
4. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

B. Informal

1. In the event that a teacher believes there is a basis for a grievance the teacher shall first discuss the alleged grievance with the building principal or immediate supervisor, either personally or accompanied by the Association representative. The grievance must be filed within fifteen (15) working days of the act or condition.
2. It is understood that whenever the basis for such a grievance may lie outside the powers of the building principal or immediate supervisor, such discussion may be initiated after mutual agreement between the Association and Superintendent or the designee at the appropriate administrative level.

C. Formal Level I

1. Step One (1): If, as a result of the informal discussion with the building principal or immediate supervisor, the grievance is unresolved, the teacher may file a formal grievance in writing on the form set forth in Appendix F signed by the grievant and a representative of the Association, which form shall be delivered to the principal within ten (10) working days of the informal discussion. If the grievance involves more than one (1) school building, it may be filed with the principals involved.
2. Within ten (10) working days of receipt of the written grievance, the principal shall arrange a conference with the view of satisfactorily resolving the grievance. At the time of the conference, the teacher may appear personally or may be represented by the Association representative, or both. Such conference shall be

scheduled at a time when there is no disruption of normal school routine and duties of the teachers. The principal shall indicate the disposition of the grievance in writing within ten (10) working days of such meeting and shall furnish a copy to the Association.

D. Formal Level II

1. If the grievance is not settled at Level One, it may be appealed to the Superintendent by filing a written notice within five (5) working days after receipt of the principal's written answer. If the grievance is not appealed within five (5) working days after receipt of such answer, it shall be deemed resolved.
2. A discussion with the Superintendent or the designee with the intent of satisfactorily resolving the grievance shall be held within fifteen (15) days following receipt of such notice. The Superintendent will notify the grievant and the Association of the date, the time, and the place where such discussion shall be held. The written decision shall be transmitted to the grievant and the Association within ten (10) days after said discussion.

E. Formal Level III

1. If the grievance is not settled at Level Two, the Association must within ten (10) working days of the receipt of the Superintendent's answer notify the Superintendent of its intent to arbitrate.
2. If the parties cannot agree on an Arbitrator within five (5) calendar days from the notification of intent to arbitrate, the Arbitrator shall be selected according to the rules of the American Arbitration Association which rules shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any grounds or to rely on any evidence not previously disclosed to the other party. The decision of the Arbitrator shall be binding on both parties.
3. The fees and expenses of the Arbitrator and cost, if any, of the hearing room shall be borne equally by the parties. All other expenses incurred shall be paid by the party incurring them.

F. Powers of the Arbitrator

1. The Arbitrator shall not have authority, nor shall consider the function to include, the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The Arbitrator shall not give any decision which in practical or actual effect modifies, revises, detracts from, or adds to, any of the terms or provisions of this Agreement. Past practices of the parties in interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify, or result in, what is in effect a modification (whether by addition or deduction) of written terms of this Agreement. The Arbitrator has no obligation or function to render a decision or not to render a decision merely because in the Arbitrator's opinion it is unfair or inequitable. The parties agree that this Contract incorporates their full and complete understanding and that any prior oral Agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as supplement to this Agreement. If either party shall claim before the Arbitrator that a particular grievance fails to meet the test of arbitrability, as the same are set forth in this Grievance Procedure, the Arbitrator shall proceed to hear the case upon the merits.
2. The Arbitrator shall have the authority to determine whether the case will be heard on its merits at the same hearing in which the jurisdictional question is presented. In any case, where the Arbitrator determines that such grievance fails to meet said test of arbitrability, the case will be referred back to the parties without a recommendation on the merits. Unless expressly agreed to by the parties, in writing, the Arbitrator is limited to hearing one issue or grievance upon its merits at any one hearing. Separate hearings shall be constituted for each grievance appealed to arbitration.

G. Appendix B Grievance Form-Level I

H. Appendix C Grievance Form-Level II

ARTICLE VI

TERM OF AGREEMENT

- A. This Agreement shall be effective as July 1, 2018, and shall continue in effect through June 30, 2019.
- B. Whenever any notice is required to be given to the parties of this Agreement to the other party, either shall do so by registered letter to the following address:

If by the Association to the Board, at,
Post Office Box 500, Osceola, IN 46561

If by the Board to the Association, at,
Lisa Langfeldt
10424 Douglas Road, Osceola, IN 46561

- C. This Agreement is made and entered into at Osceola, Indiana, on 11/12/2018, by and between the Board of School Trustees of the Penn-Harris-Madison School Corporation, County of St. Joseph, State of Indiana, party of the first part, heretofore referred to as the "Board," and the Penn-Harris-Madison Teachers' Association, heretofore referred to as the "Association" and the Agreement is so attested to by the parties whose signatures appear on this page:

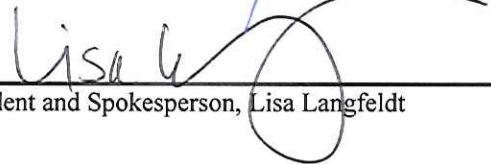
Board of School Trustees of the Penn-Harris-Madison School Corporation



President, Chris Riley

Ratification date: November 12, 2018

Penn-Harris-Madison Teachers' Association



President and Spokesperson, Lisa Langfeldt

Ratification date: November 7, 2018

Information Only

Parent / Teacher Conferences 2018-2019 School Year

This will confirm the parent/teacher conference schedule for the 2018-2019 school year.

1. Elementary schools will conference on Tuesday, October 23, 2018 and Wednesday, October 24, 2018 for the 2018-2019 school year..
 - Early elementary schools
One day from 3:00 p.m. to 7:00 p.m. and
One day will be from 2:30 p.m. to 5:30 p.m.
 - Late elementary schools
One day will be from 3:30 p.m. to 7:30 p.m. and
One day will be from 3:30 p.m. to 6:30 p.m.
2. Middle Schools will conference on Monday, October 22, 2018 and Wednesday, October 24, 2018 for the 2017-2018 school year.
 - middle schools from 5:00 p.m. to 8:15 p.m.
3. Friday October 26th and Monday October 29th are recess days for the 2018-2019 school year.
4. There will be no scheduled spring conferences. Elementary teachers will be expected to contact parents of those students recommended for summer school.
5. Conference days are traded for one less day at the end of the year. After students are released for the summer, elementary and middle school teachers (K-8) will work one-half (1/2) day to close up on June 6th for the 2018-2019 school year, with no staff meeting.
6. Grade downloads for middle and elementary teachers will be due one hour before the end of the last regularly scheduled teacher day. For the 2018-2019 school year this would be the June 6th half day.
7. Before Labor Day of the school year middle school teachers will receive the product of the middle school discussion regarding expectations and materials expected for the student lead conferences.



Penn-Harris-Madison School Corporation
ASSIGNMENT OF PERSONAL BUSINESS DAY

Pursuant to the Memorandum of Understanding signed and dated _____, the undersigned teacher designates the assignment of one personal business day to be credited to the colleague identified below.

I, _____, designate one day of personal business leave to be
 (name of teacher)
 assigned to _____. The personal business leave assigned to this colleague shall be
 (name of colleague)
 credited as sick leave.

signature of employee

date

PHMTA approval

- The personal business day designated for sick leave credit on this form has/will been/be deducted from the donor's accumulated personal leave.
- The personal business day designated for credit on this form is not needed at this time. It has not been deducted from the donor's accumulated personal leave.

signature of PHMTA authorizing officer date

Administration approval

superintendent's designee date

Business Office Action

The personal business day designated for credit on this form was transferred to the recipient as sick leave on:

payroll department designee date

pc: PHMTA
 Director of Human Resources
 Payroll Department

Penn-Harris-Madison School Corporation
Request for Sick Leave Assistance

Name _____ Date _____
School _____

I request sick leave assistance for the following reasons:

A serious health condition that makes me unable to work/perform one of the essential functions of my job

Leave to start _____ Expected date of return _____

Describe the nature of the above condition (s): _____

If leave is to be other than a block of time, please describe request for intermittent leave or reduced work schedule below:
(leaves of this nature must be in half day increments)

Teacher signature _____ date _____

I authorize the release of my protected health information to the PHMTA and its membership and the superintendent's designee as it relates to my current medical condition. I authorize the release of my physician's professional opinion regarding my ability to perform specific duties relating to my profession as teacher. I acknowledge I have received a copy of this authorization.

Teacher signature _____ date _____

For PHMTA Use - Do not write below this line

Approval _____
PHMTA signature _____ date _____

Penn-Harris-Madison School Corporation

Physician Certification

Employee Name _____ Job Title _____

Employee Signature _____ Date _____

(signature required for release of information)

Physician should complete below this line

1. As a duly authorized medical care provider, I am currently treating _____
Name of patient

2. The patient has been diagnosed and is receiving treatment for the following condition:

3. The relevant medical facts regarding the patient's condition related to this leave are:

4. The condition began on: _____

5. In my opinion, the condition will last until (provide date if possible) _____

6. As a result of the condition, it is my opinion that:
_____ The employee is currently unable to perform essential employment functions for their job.
_____ A reduced work schedule is medically necessary for the employee or to care for the patient.

7. In my opinion, the employee will not be able to return to work until _____

8. If the patient requires treatment of the medical condition that necessitates intermittent leave, please describe the treatments to be administered: _____

9. The dates of the above treatments will be (if known): _____

10. In my opinion, the treatments will last until: _____

Physician's name _____ Date _____
(Typed or printed)

Physician's signature _____ Phone _____

Office mailing address _____

Additional comments by physician: _____

Please forward completed form to the employee requesting the leave of absence

APPENDIX A***Athletic and Extracurricular Salary Ranges 2018-2019***

<i>Boys Athletics</i>	
Football	
Head High School	6,542-13,508
Assistant High School	3,438-6,894
Head Freshman	3,093-6,355
Assistant Freshman	2,108-4,589
Basketball	
Head High School	6,542-13,508
Assistant High School	3,438-6,894
Head Freshman	3,093-6,355
Assistant Freshman	2,108-4,589
Wrestling	
Head High School	3,438-6,894
Assistant High School	2,108-4,589
Head Freshman	2,108-4,589
Assistant Freshman	1,786-3,620
Swimming	
Head High School	3,438-6,894
Assistant High School	2,108-4,589
Track	
Head High School	3,438-6,894
Assistant High School	2,108-4,589
Baseball	
Head High School	3,438-6,894
Assistant High School	2,108-4,589
Golf	
Head High School	2,108-4,589
Tennis	
Head High School	2,108-4,589
Assistant High School	1,786-3,620
Cross Country	
Head High School	2,108-4,589
Assistant High School	2,108-4,589
Soccer	
Head High School	2,108-4,589
Assistant Soccer	1,684-3,466
Trainer	
Head Athletic Trainer	4,389-8,771
Assistant Athletic Trainer	2,047-4,389
Weight Training	
Head High School	2,108-4,589
Assistant High School	2,108-4,589
Intramurals	
Boys – High School	1,786-3,620
Girls – High School	1,786-3,620
<i>Girls Athletics</i>	
Basketball	
Head High School	6,542-13,508
Assistant High School	3,438-6,894
Head Freshman	3,093-6,355

Assistant Freshman	2,108-4,589	
Volleyball		
Head High School	3,438-6,894	
Assistant High School	2,108-4,589	
Head Freshman	2,108-4,589	
Assistant Freshman	1,786-3,620	
Track		
Head High School	3,438-6,894	
Assistant High School	2,108-4,589	
Swimming		
Head High School	3,438-6,894	
Assistant High School	2,108-4,589	
Tennis		
Head High School	2,108-4,589	
Assistant High School	1,786-3,620	
Cross Country		
Head High School	2,108-4,589	
Assistant High School	2,108-4,589	
Softball		
Head High School	3,438-6,894	
Assistant High School	2,108-4,589	
Soccer		
Head High School	2,108-4,589	
Assistant High School	1,684-3,466	
LaCrosse		
Head High School	2,108-4,589	
Assistant High School	1,684-3,466	
Golf		
Head High School	2,108-4,589	
Other Extracurricular & Co-Curricular		
High School		Non-Bargainable Other Information
Activity Manager	3,443-7000	Plus one (1) released period
Band Director	3,443-7000	Plus five (5) days
Assistant Band Director	1,786-3,620	Plus five (5) days
Choral Director	3,443-7000	
Assistant Choral Director	1,786-3,620	
Orchestra Director	3,443-7000	
Assistant Orchestra Director	1,786-3,620	
Pep Band Director	1,277-2,721	
Academy Leader	1,277-2,721	Plus ten (10) days, plus division leaders periods
Content Specialist	2,923-4,389	
Speech Language Pathologist Supervisor	1,275	
Instructional Leader – 9 th grade		Plus ten (10) days
Instructional Leader -	459	
Freshman Mentor Sponsor	1,282	
Other		
Coordinator School-wide Enrichment	5,792	Plus ten (10) days
Instructional Facilitator		Plus twenty (20) days

Ticket Manager	2,738-5,648	
Theatre Director	2,108-4,589	
Assistant Theatre Director	1,332-2,831	
Theatrical Production Assistant	670-2,007	
Theatrical Production Assistant – Choreographer	1,277-2,721	
Head Debate	2,738-5,648	
Head Forensic	2,738-5,648	
Assistant Debate	1,332-2,831	
Assistant Forensics	1,332-2,831	
Cheerleader Sponsor – Football	876-2,195	
Assistant Cheerleader – Football	876-2,195	
Cheerleader Sponsor – Basketball	876-2,195	
Assistant Cheerleader Sponsor – Basketball	876-2,195	
Cheerleader Sponsor – 9 th grade	876-2,195	
Fall Guard Sponsor	1,332-2,831	
Winter Guard Sponsor	1,332-2,831	
Pom Pon Sponsor	2,209-5,022	
Assistant Pom Pon Sponsor	1,332-2,831	
Prom Chairperson	1,332-2,831	
Yearbook Sponsor	2,108-4,589	
Key Club Sponsor	1,332-2,831	
Newspaper Sponsor	1,786-3,620	
Literary Magazine Sponsor	542-884	
Student Council	1,332-2,831	
Assistant Student Council	852-2,128	
National Honor Society	1,332-2,831	
DECA Sponsor	2,738-5,648	
Project TEACH	1,458-2,910	
Model U.N.	977-2,108	
Secondary ENL	2,705	
Kingsmen Tutors	3,677	Plus five (5) days
Media Specialist		Plus twelve (12) days
COE Coordinator		Plus ten (10) days
HERO Coordinator		Plus ten (10) days
Building Trades		Plus ten (10) days
Guidance Counselor		Plus five (5) days
Guidance Coordinator		Plus fifteen (15) days
Student Assistance Counselor		Plus fifteen (15) days
Dean of Students	4,519	Plus five (5) days
FFA Director	4,614	
DVT Director	6,752	Plus twenty (20) days
Middle School		
<i>Athletics - Boys</i>		
Football Head Coach	2,315-5,051	
Football Assistant Coach	2,108-4,589	
Basketball Head Coach	2,315-5,051	
Basketball Assistant Coach	2,108-4,589	
Wrestling Head Coach	1,968-3,980	
Wrestling Assistant Coach	1,786-3,620	
Track Head Coach	2,108-4,589	
Track Assistant Coach	1,786-3,620	
Cross Country Coach	1,331-2,822	

<i>Athletics - Girls</i>		
Basketball Head Coach	2,315-5,051	
Basketball Assistant Coach	2,108-4,589	
Volleyball Head Coach	1,968-3,980	
Volleyball Assistant Coach	1,786-3,620	
Track Head Coach	2,108-4,589	
Track Assistant	1,786-3,620	
Cross Country Coach	1,331-2,822	
<i>Other Extracurricular & Co-Curricular</i>		
Intramurals	1,752-3,546	
Activities Manager	2,529-5,514	Plus one (1) release period
Cheerleader Sponsor	977-2,108	
Newspaper Sponsor	977-2,108	
Yearbook Sponsor	977-2,108	
School Guidance Counselor		Plus five (5) days
Media Specialist		Plus six (6) days
Exceptional Education Coordinator	1,883	
Band Director	408	
Orchestra Director	408	
Piano Director	408	
Basketball (6 th), boys	716-1,331	
Basketball (6 th), girls	716-1,331	
Elementary School		
Basketball	716-1,331	
Intramurals	510	
Academic Competition		
<i>High School</i>		
Coordinator / Quiz Master	4,016	
Spell Bowl	1,192	
Quiz Bowl – Head Coach	1,604	
Quiz Bowl – Assistant Coach	936	
Math Competitions	866	
Future Problem Solvers	1,668	
Academic Super Bowl – Social Studies	1,282	
Academic Super Bowl – Math	1,282	
Academic Super Bowl – English	1,282	
Academic Super Bowl – Science	1,282	
Academic Super Bowl – Fine Arts	1,282	
FIRST Robotics Competition Coach	3,443-7,000	
FIRST Robotics Competition Asst. Coach	1,786-3,620	
FIRST Tech Competition Coach	1,786-3,620	
FIRST Tech Competition Asst. Coach	1,277-2,721	
Thespian Troupe Director	1,604	
Middle School		
Coordinator	3,396	
Spell Bowl	612	
Math Counts	867	
Academic Super Bowl – Social Studies	612	
Academic Super Bowl –English	612	
Academic Super Bowl – Science	612	
Academic Super Bowl – Math	612	

MathCon	408	
Robotics Coordinator	867	
Elementary		
Coordinator	816	
Building Designee	1,530	
Spell Bowl Grade Level Coach	263	
Circle the State	408	
Other Clubs		
Non-teaching pre-approved special assignments in Curriculum, Instruction, Assessment and Professional Development. (Includes building organized before or after school tutoring programs.)	\$30.00 an hour unless otherwise agreed.	
Saturday School / High School		

NOTE: Distribution to be made after item E has been completed.

APPENDIX C

**PENN-HARRIS-MADISON SCHOOL CORPORATION
P.O. Box 500
Osceola, Indiana 46561**

GRIEVANCE FORM—APPEAL—LEVEL II

Distribution:
Superintendent
Principal
Association
Teacher

Level II. Date received by Superintendent or his designee _____

Disposition by Superintendent _____

Signature

Date

Position of Grievant _____

Signature

Date

This form is to be attached to Copy 1, Grievance Form, Level I, if an appeal is indicated in Item E of that form.

FOR INFORMATIONAL PURPOSES ONLY

**MEMORANDUM OF UNDERSTANDING
Incentive Pay for Identified Hard to Fill Positions**

Unless otherwise mutually agreed, the maximum amount under Article II B 2 is Five Thousand and 00/100 Dollars (\$5,000.00).

FOR INFORMATIONAL PURPOSES ONLY

Memorandum of Understanding (MOU) Certified Special Education Staff

The Board of School Trustees for the School City of Mishawaka (SCM) and the Board of School Trustees for the Penn-Harris-Madison School Corporation (PHM) have approved a resolution to terminate the Joint Services for Special Education Program (Joint Services) prior to the start of the 2015-16 school year.

PHM anticipates no decrease in the number of Special Education teaching positions available for the 2015-16 school year, and that it will continue to employ all Special Education teachers currently assigned to a PHM building for the 2015-16 school year. The only exceptions will be that the following Special Education teachers will be permitted to choose whether to be employed by PHM or SCM: Mary Ann Bogucki and Angela Allen. These two (2) named teachers must advise PHM and SCM, in writing, as to their choice by no later than February 9, 2015.

This Memorandum of Understanding (MOU) between the Penn-Harris-Madison School Corporation (PHM) and the Penn-Harris-Madison Teachers Association (PHMTA) is designed to facilitate an orderly and equitable transition of affected certified staff to be employed by PHM starting with the 2015-16 school year.

The following is hereby agreed to:

1. *Offer of Employment* – By no later than January 29, 2015, all certified staff currently assigned to a PHM building will be offered employment directly with PHM to commence with the start of the 2015-16.
2. *Acceptance of Offer* – All staff offered employment under Paragraph 1, above, will be given until February 9, 2015 to accept the offer of employment in writing.
3. *Starting Salary* – The starting salary for all staff who accept employment with PHM under Paragraph 1, above, will be their current salary.
4. *PHM Teacher Agreement* – All staff who accept employment with PHM under Paragraph 1, above, will be covered by the terms of the PHM Teacher Agreement (Agreement) as of the start of the 2015-16 school year in conjunction with the provisions of this MOU.
5. *Application of the Agreement* – All staff who accept employment with PHM under Paragraph 1, above, will be eligible to receive any salary increases or other changes that are provided for in the Agreement and are in accordance with applicable law.
6. *Insurance* – As of September 1, 2015, all staff who accept employment with PHM under Paragraph 1, above, will be covered by all insurance programs pursuant to Article III of the Agreement.

7. *Sick/Personal Days* – After the end of the 2014-15 school year, SCM will advise PHM of the number of accumulated, unused sick and personal days for all staff who have accepted employment with PHM under Paragraph 1, above. Pursuant to Article IV-A-1 of the Agreement, all unused sick leave will be credited to the teacher’s PHM sick leave account at the time employment with PHM commences at the start of the 2015-16 school year.
8. *Supplemental Retirement* – All such staff shall be enrolled in PHM’s 401(a) plan and VEBA plan starting with the 2015-16 school year. PHM’s 401(a) and VEBA plans provide that vesting in these plans shall be completed upon signing the 11th consecutive contract. It is agreed that all previous years of continuous employment with SCM for such staff will be credited towards this vesting requirement.
9. *Severance* – Article 4-H of the Teacher Agreement between SCM and the Mishawaka Education Association contains a Severance Pay provision (attached). This provision will not be an ongoing part of the Agreement between PHM and the PHMTA. However, the following will apply to those who accept employment with PHM commencing with the 2015-16 school year pursuant to this MOU. After the end of the 2014-15 school year, PHM will obtain from SCM a listing for each such staff containing years of SCM service and unused SCM accumulated sick leave.

Certified staff who accept an offer of employment with PHM commencing with the 2015-16 school year and who work for PHM continuously until severance following will be eligible for a lump sum provided at severance provided they:

- completed of 15 years service counting all service with SCM and PHM and attainment of at least 50 years of age by the end of August in the year of severance, or
- completed of 10 years of service counting all service with SCM and PHM and attainment of at least 60 years of age by the end of August in the year of severance.

For an individual meeting the requirement above, PHM will contribute a one-time lump sum deposit of the following amount into the VEBA account, calculated as follows:

- \$200 per year of service as of June 4, 2015, the close of the 2014-15 school year (unless extended for snow make-up days) counting all service with SCM as of the end of the 2014-15 school year, plus
- \$30 for every unused accumulated sick day as of the same date, up to a maximum of 250 days, but less sick days used during employment with PHM (after exhausting all days credited by PHM), minus

- \$2,000 that will be paid directly to the teacher at the end of the school year in which the teacher leaves the employ of PHM.

10. *Contingency of Offer* – Should any teacher covered by the terms of this MOU accept an offer of employment with PHM then elect to retire from the State pursuant to the Indiana Public Retirement System (INPRS) prior to commencing employment with PHM at the start of the 2015-16 school year, it is understood and accepted that said offer of employment and severance benefits with PHM will be null and void.

Agreed to on January 27, 2015

Penn-Harris-Madison Teacher Association

David Miserer

P-H-M School Corporation

Michael Lorenz
