



PENN · HARRIS · MADISON
— SCHOOL CORPORATION —

TEACHER AGREEMENT

JULY 1, 2023 – JUNE 30, 202~~5~~⁴

DRAFT

Penn-Harris-Madison School Corporation
55900 Bittersweet Road
Mishawaka, Indiana 46545
574-258-9587
574-258-9514
Fax: 574-254-9087

www.phmschools.org

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

~~Emily Breeden-Dawn Troyer-Troyer~~
~~Tanner Givens~~Shelli Treely

Karen Hunsberger
Erin Horvath
Julie Ohlson
Virginia Shafer
Kelley Watts
Anita Weaver

Tom Johnson, Uniserve Director
Lisa Langfeldt, President of the Association & Spokesperson

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

Lisa Soto Kile, Director of Human Resources & Spokesperson
Aaron Leniski, Chief Operating Officer
~~Jerry Hawkins~~Thomas Keeley, Director of Finance
Heather Short, Assistant Superintendent of Instruction
Cassandra Schmucker, Administrative Assistant for Human Resources & Recording Secretary

SUPERINTENDENT

Jerry Thacker, Ed.D.

**MEMBERS OF THE 2022
BOARD OF SCHOOL TRUSTEES**

Larry Beehler
Ryan McCullough
Jim Garrett
~~Angie Gates~~Matt Chaffee
Chris Riley
Clare Roach
~~James Turnwald~~Dana Sullivan

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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 that 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 the 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:

a. The salary range in 2023-2024, prior to any increases provided pursuant to this Agreement, is 42,0004,940 to 72,3487,412, not including current year increases or TRF contributions. Salary Range after increases will be 44,9407,007 to 77,41281,360.

b. The salary range in 2024-2025, prior to any increases provided pursuant to this Agreement, is 47,007 to 81,360, not including current year increases or TRF contributions. Salary Range after increases will be 48,370 to 84,204.

1.

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's salary. All other teachers are eligible for a salary increase, including those not evaluated for the previous year.

3. Factors & Definition

- a. **Evaluation Rating:** The teacher received a rating of Effective or Highly Effective in the prior year or is in their first full year of instructing students ~~and-or~~ was not evaluated in the prior year.
- b. **Academic Needs of Students:** The need to retain returning teachers with one or more years of experience by adjusting the teachers' salary by an amount greater than the salary for new teachers hired in the ~~2022-2023-2023-2025~~ school year. The salary increase for academic needs is a teacher retention catch-up.

4. Distribution

a. **Evaluation Rating:** ~~\$2,940~~

i. ~~2023-2024 = \$2,067~~

a.ii. ~~2024-2025 = \$1,363~~

b. **Academic Needs** (retention catch-up):

~~An additional increase by the amount necessary for the teacher's overall salary increase to be 7% of base salary, not to exceed an additional increase of \$2,940.~~

i. ~~An additional increase in 2023-2024 by the amount necessary for a first year teacher to receive an overall salary increase of 4.6% of base salary and a teacher with one or more years of experience to receive an overall salary increase of 5.1%, with no teacher to receive an additional increase greater than the increase attributable to the Evaluation Rating of \$2,067.~~

~~—An additional increase in 2024-2025 by the amount necessary for a first year teacher to receive an overall salary increase of 2.9% of base salary and a teacher with one or more years of experience to receive an overall salary increase of 3.1%, with no teacher to receive an additional increase greater than the increase attributable to the Evaluation Rating of \$1,363.~~

~~For informational purposes only, the intent of the foregoing is for all teachers to receive an overall increase to base salary of 7% with that being accomplished by 1.) an initial increase of \$2,940; and 2.) an additional increase in an amount sufficient to achieve an overall increase of 7%. No teacher requires an overall increase of more than \$5,880 to achieve a 7% increase.~~

ii.

5. Redistribution

a. 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 2023 ~~and December 2024~~.

b. All increases will be effective from the start of the ~~2022-2023~~ school year. The retroactive salary increases from August 2023~~2~~ through November 2023~~2~~ will be paid no later than December 2023~~2~~. The retroactive salary increases from August 2024 through November 2024 will be paid no later than December 2024.

6. Stipends

a. **Basis for Stipend/Eligibility:**

i. 2023-2024: To ensure educational continuity for students by retaining quality teachers, a one-time stipend subject to normal withholdings will be paid to eligible effective and highly effective teachers in their zero year in the amount of \$~~650~~500 in July 2024 and teachers with one or more years in the amount of \$650 in December 2023 and July 2024.

ii. 2024-2025: To ensure educational continuity for students by retaining quality teachers, a one-time stipend subject to normal withholdings will be paid to eligible effective and highly effective teachers with one or more years in the amount of \$650 in December 2024.

b. Distribution: The one-time stipend will be paid no later than December 2022.

- i.** Athletic and Extracurricular salary ranges will increase by ~~23~~23% across the board for the ~~20232-20243~~ school year and the 2024-2025 school year. Employees who hold such positions shall not be paid outside the ranges found in Appendix A, which reflects the ~~23~~23% increase. Any reference to additional workdays contained in Appendix A was not bargained and included for informational purposes only. The Superintendent or his designee has the authority to set a teacher's wage within the identified ranges in Appendix A.
- ii.** The increases mentioned above apply to teachers in full-time contracted positions (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 employing 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. The Director of Human Resources will discuss with the Association President any proposed action under this subsection prior to making an offer. This stipend was bargained outside the compensation plan in accordance with legal guidance and decisions issued by the Indiana Education Employment Relations Board. Unless otherwise mutually agreed, the maximum amount under Article II B 2 is Five Thousand and 00/100 Dollars (\$5,000.00).
- 3.** The teacher acknowledges that the initial salary assignment shall remain in place for all future years. To the extent any increases in salary are based on years with Effective or Highly Effective ratings, 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.
- 4.** Teachers traveling from school to school, as part of their individually contracted teaching position, shall be reimbursed at the maximum allowable IRS mileage rate.
- 5.** 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:
 - a.** They have signed a contract on or before the first day students are in attendance.
 - b.** All tax forms and other required documentation are completed and on file.
 - c.** A written request has been filed on or before the first day students are in session.

6. Deductions of pay for daily absences of teachers not covered by any leave provisions shall be made based on the number of days in the teacher's contracted salary.
7. 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. The checks will be directly deposited on the preceding day.
8. 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 15 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).
9. 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 five hundred dollars (\$500) or more shall receive paychecks on the regularly scheduled pay date.
10. Summer school teachers will be compensated at the teacher's base rate per diem rate divided by six multiplied by the number of hours worked. The parties acknowledge that while I.C 20-28-6-7 (c) provides that the Superintendent shall determine the salary for a supplemental service (including summer school) contract, the Superintendent has nevertheless exercised his discretion to determine that this supplemental service compensation be bargained.

C. 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 bargaining unit members deductions for deposit to any authorized credit union, bank, specified annuity, or specified insurance program, and for payment of professional dues.
 - a. 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. All teachers who are to receive compensation through Article II N shall be paid within two (2) pay periods from the date of the services rendered.
 - b. Elementary and middle school teachers who give up their prep period to sub for another teacher will get \$25 per period (up to 55 minutes). After giving up ten prep periods in a school year, the amount a teacher will be paid for future occurrences would increase to \$50 per period. This will be tracked and recorded by the building level secretary.
 - c. High school teachers giving up a full block prep period to sub for another teacher will be paid \$40 for the full prep period (or \$25 for less than 55 minutes). After giving up ten prep periods in a school year, the amount a teacher will be paid would increase to \$80 per prep period. This will be tracked and recorded by the building level secretary. This is not to preclude any reciprocal arrangements which now exist between coaches and teachers.

2. Severance Incentive Pay

- a. Severance applies only to teachers not vested in the Teachers' Supplemental Retirement Plan. Severance Payout cannot exceed the amount of the forfeited Supplemental Retirement amount.
- b. In order to be eligible for Severance Incentive Pay, employees must meet the following conditions:
 - i. Notify the Superintendent in writing on or before ~~June~~June 1 of your intention to resign.
 - ii. If a teacher is forced to terminate employment because of ill health or an accident, the Board

shall waive the ~~June-June~~ 1 notification date. A teacher forced to leave the school corporation for any other reason may submit a written waiver request to the Superintendent for consideration.

- iii. Upon the death of a teacher eligible for Severance Incentive Pay, the estate will be given the benefit unless the teacher made a written request designating a beneficiary.
- iv. The Severance Incentive Pay shall be paid to all eligible teachers in accordance with this Article on the payday following the last day of the teacher's employment. Normal state and federal taxes will be deducted from the total to be paid.

c. Formula for Calculating

$$\frac{S-P}{600} + \frac{P}{300} + \frac{N-10}{120} \times \text{Salary} = \text{Severance Incentive Pay}$$

$$\frac{\quad}{\quad} + \frac{\quad}{\quad} + \frac{\quad}{\quad} \times \quad = \$ \quad$$

Definition

S – Accumulated P-H-M Sick Leave Days (excludes all days transferred from other organizations)

P – Personal Business Leave Days Accumulated Since 1974

N – Number of Years Teaching Service in the P-H-M Corporation

Example

$$\frac{180-14}{600} + \frac{14}{300} + \frac{41-10}{120} \times \$36,944 = \text{Severance Incentive Pay}$$

$$.277 + .047 + .258 \times 36,944 = \$ 21,501$$

D. Supplemental Retirement

1. Teachers Supplemental Plan

- a. The Board shall provide a 401(a) plan for teachers to be known as the Penn-Harris-Madison School Corporation Teachers' Supplemental Retirement Plan. Each year, 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. In addition, where applicable, each plan year, the board shall contribute a catch-up contribution equal to the amount calculated pursuant to a Memorandum of Understanding. All such contributions shall be subject to the appropriate IRS limits. The plan 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

- 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. In addition, 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. It shall be completed upon signing the eleventh consecutive contract.

2. Pre-July 1, 1998 Hires

For individuals the School Corporation employed 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. 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 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 teacher may use the VEBA account to directly purchase medical plan coverage or receive medical reimbursements pursuant to said plan.

Example of i.1: A teacher has a current value of \$60,000 as of June 30, 2007, for their 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.

Therefore, the teacher will receive the following: the \$26,000 account, plus \$12,000 per year into the teacher's VEBA account in 2007, 2008, and 2009 (after which the teacher, then age 65, is eligible for Medicare). ($\$60,000 - \$24,000 = \$36,000 \div 3 = \$12,000$).

Example of i.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: the \$26,000 account, plus \$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 the School Corporation did not employ on June 30, 1998, this Paragraph C shall apply:

- a.** 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. This payment cannot be used in conjunction with the stipend in Article IV(A)(1)(b). An eligible Teacher may elect one or the other but not both.

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 the present value of any amounts not previously paid to the teacher in a lump sum. For purposes of this section, the 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 is no surviving spouse or children, the teacher's estate.

6. VEBA/Death Benefits

If a teacher dies and has no spouse or IRS-qualified dependent, all money left in the teacher's 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.

7. Stipends:

a. Advanced Coursework

- i.** The Board will pay teachers for advanced coursework who have obtained their Master's degree or BS/BA 36.
 - i.** A stipend in the amount of \$250 will be paid annually for teachers hired after 2012.
 - ii.** Teachers teaching Dual Credit/ACP, and Ivy Tech classes may elect this stipend

or the stipend stated below.

7.b. Dual Credit/ACP and AP Classes

a.i. The Board will pay a stipend of \$350 per class, per semester to a teacher who:

- i.** Provides instruction in priority liberal arts Dual Credit(DC) or Advanced College Placement (ACP) course(s) that fall under the current HLC 2022 guidelines, and
- ii.** Has completed a graduate degree in the discipline or subfield they are teaching (or has a master's degree in a different discipline but has completed a minimum of 18 graduate credits hours in the discipline or subfield they are teaching).

b.ii. The Board will pay a stipend of \$300 per class per semester to a teacher who:

- i.** Provides instruction in priority liberal arts DC and ACP courses that fall under the current Higher Learning Commission (HLC) 2022 guidelines, and
- ii.** Is currently working on completing a graduate degree in the discipline or subfield they are teaching (or has completed a minimum of 18 graduate credit hours in the discipline or subfield they are teaching).

e.iii. The Board will pay a stipend of \$200 per class, per semester to a teacher who:

- i.** provides instruction in Advanced Placement (AP), or
- ii.** who provides instruction in DC or ACP but who is not available to receive a stipend pursuant to Q-1 or Q-2 above.

8. 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.

9. Professional Organization Membership

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

10. 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. Sick leave paid by the Corporation does not offset this LTD payment.
 - b. Any money received by the disabled teacher from the LTD provider for days in which the teacher received paid sick leave from the Corporation will be turned over to the Corporation. Sick leave 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 difference 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 a situation, the Board will pay 40% of the annual insurance premium. Plan enrollment will be closed each year after open enrollment concludes, except for HIPAA qualifying "life events" and as otherwise mandated under the terms of the Patient Protection and Affordable Care Act (PPACA).
6. Teachers will be offered the option of the revised plan A or 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:
 - a. Single Plan - One hundred percent (100%) of the annual premium.
 - ~~b. Family Plan~~Employee + Spouse - Sixty percent (67%) of the annual premium.
 - Employee + Children - Sixty percent (67%) of the annual premium.
 - Family - Sixty percent (63%) of the annual premium.
- ~~8.8.~~8.9. **Vision** – Teachers shall be eligible to participate on a voluntary basis in a group vision program with the Board contributing 50% to all four tiers.
- ~~8.9.~~9.10. No change in carriers or policies for items 5 and 7 above will be made during this Agreement's term without the insurance committee's study and recommendation. 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.
- ~~9.10.~~9.11. 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.

~~10.11.~~ 11.11. 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.

~~11.12.~~ 12.12. Specified tax-sheltered annuities for teachers are now available, and accounting services for such annuities can be provided for teachers by the school corporation.

~~12.13.~~ 13.13. 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.)

~~13.14.~~ 14.14. 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.

~~14.15.~~ 15.15. The parties commit to discussing and making 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 Leave

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 Seventy-five Dollars (\$75.00) 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, 2022. This stipend was bargained outside of the compensation plan in accordance with legal guidance and decisions issued by the Indiana Education Employment Relations Board. This stipend cannot be used in conjunction with the payment in Article II(O)(4). An eligible Teacher may elect one or the other, but not both.
- 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 the 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, stepmother, stepfather, 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 instructional-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

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 information 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. This provision is the Board's policy, was not bargained, and is included for informational purposes only.

- 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. This provision is the Board's policy, was not bargained, and is included for informational purposes only.
- 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 – *WORKER'S COMPENSATION INSURANCE*

A. Employees of the Corporation are covered by Indiana Worker's Compensation for on-the-job injuries. Compensation is provided under three categories:

1. Medical costs as a result of such an injury.
2. Compensation for loss of, or permanent impairment of, a part(s) of the body.
3. Loss of employment due to such injuries. In this case, the employee is covered by Board sick leave regulations and the Worker's Compensation law. There is a seven (7) day waiting period before such compensation payments are issued. Any monies received by the employee due to Worker's Compensation coverage will be turned over to the Board provided the employee is eligible for sick leave. Sick leave used will be charged against the employee's sick leave accumulation only for that part of the absence for which corporation funds are used to compensate the employee. Days charged against sick leave shall be rounded off to the nearest half-day. In all cases covered by the above procedure, it will be necessary for the employee to endorse the Worker's Compensation check to the Penn-Harris-Madison School Corporation and deliver it to the Business Office.

ARTICLE VI – *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 detraction) 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 VII – TERMS OF AGREEMENT

A. This Agreement shall be effective as July 1, 202~~32~~, and shall continue in effect through June 30, 202~~53~~.

1. Reopener provisions for year two include substantial changes in revenue from average daily membership, increased insurance costs, or changes in turnover savings.

~~1. Reopener provisions for year two include substantial changes in revenue from average daily membership, increased insurance costs, or changes in turnover savings.~~

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:
P.O. 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 October 9, 2023, 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 below.

D. The undersigned further attest to the following:

1. A public hearing was held on ~~September 21~~August 2, 202~~32~~, in compliance with § 20-29-6-1 (b), and electronic participation from the parties and/or public was permitted; and
2. A public meeting was held on October ~~47~~, 202~~32~~, in compliance with LC.§ 20-29-6-19 to discuss the tentative Agreement and electronic participation from the governing body and/or public was permitted.

Board of School Trustees of the
Penn-Harris-Madison School Corporation
Ratification Date: October ~~9~~10, 202~~32~~



President, Christopher Riley

Penn-Harris-Madison Teachers' Association
Ratification Date: October ~~9~~10, 202~~32~~



President and Spokesperson, Lisa Langfeldt

INFORMATION ONLY

Parent / Teacher Conferences ~~2022-2023 School Year~~

This will confirm the parent/teacher conference schedule for the 202~~32~~-202~~43~~ school year.
2024-2025 parent/teacher conference schedule waiting for Board approved calendar.

- A. Elementary schools will conduct ~~virtual~~ conferences on October 1~~87~~, 202~~32~~, and October 1~~89~~, 202~~32~~:
- 1. 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.
 - 2. 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.
- B. Middle Schools will conduct ~~virtual~~ conferences on Monday, October 1~~67~~, 202~~32~~, and Wednesday, October 1~~849~~, 202~~32~~, for the 202~~32~~-202~~43~~ school year.
- 1. Middle schools**
~~F~~ _____ F from 5:00 p.m. to 8:00 p.m.
- C. Friday, October 20~~4~~, 202~~32~~, and Monday, October 23~~4~~, 202~~32~~, are recess days for the 202~~32~~-202~~43~~ school year.
- D. There will be no scheduled spring conferences. Elementary teachers will be expected to contact the parents of those students recommended for summer school.
- E. 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 3 for the 202~~32~~-202~~43~~ school year, with no staff meeting.
- F. Grade downloads for middle and elementary teachers will be due one hour before the end of the last regularly scheduled teacher day. For the 202~~32~~-202~~43~~ school year, this would be the June 3~~2~~ half day.
- G. 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-led conferences.



Penn-Harris-Madison School Corporation

ASSIGNMENT OF PERSONAL BUSINESS DAY

Business Office Action

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.

_____ date

PHMTA approval

- The personal business day designated for sick leave credit on this form has/will 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

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

SLA FORM II
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/extenuating circumstance has occurred 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 a 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

SLA Form III
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 2023~~2~~-2024~~3~~¹

HIGH SCHOOL ATHLETICS			
Athletics-Boys		Athletics-Girls	
Football		Volleyball	
Head High School	7,079,221 - 14,617,14,909	Head High School	3,720 - 7,460,3,794 - 7,609
Assistant High School	3,720 - 7,460,3,794 - 7,609	Assistant High School	2,280 - 4,967,2,326 - 5,066
Head Freshman	3,348 - 6,877,3,415 - 7,015	Head Freshman	2,280 - 4,967,2,326 - 5,066
Assistant Freshman	2,280 - 4,967,2,326 - 5,066	Assistant Freshman	1,933 - 3,918,1,972 - 3,996
Basketball - Boys		Basketball - Girls	
Head High School	7,079,221 - 14,617,14,909	Head High School	7,079,221 - 14,617,14,909
Assistant High School	3,720 - 7,460,3,794 - 7,609	Assistant High School	3,720 - 7,460,3,794 - 7,609
Head Freshman	3,348 - 6,877,3,415 - 7,015	Head Freshman	3,348 - 6,877,3,415 - 7,015
Assistant Freshman	2,280 - 4,967,2,326 - 5,066	Assistant Freshman	2,280 - 4,967,2,326 - 5,066
Wrestling		Lacrosse	
Head High School	3,720 - 7,460,3,794 - 7,609	Head High School	2,280 - 4,967,2,326 - 5,066
Assistant High School	2,280 - 4,967,2,326 - 5,066	Assistant High School	1,823 - 3,750,1,859 - 3,750
Head Freshman	2,280 - 4,967,2,326 - 5,066		
Assistant Freshman	1,933 - 3,918,1,972 - 3,996		
Swimming - Boys		Swimming - Girls	
Head High School	3,720 - 7,460,3,794 -	Head High School	3,720 - 7,460,3,794 -

	<u>7,609</u>		<u>7,609</u>
Assistant High School	2,280 <u>4,9672,326</u> - <u>5,066</u>	Assistant High School	2,280 <u>4,9672,326</u> - <u>5,066</u>
Track - Boys		Track - Girls	
Head High School	3,720 <u>7,4603,794</u> - <u>7,609</u>	Head High School	3,720 <u>7,4603,794</u> - <u>7,609</u>
Assistant High School	2,280 <u>4,9672,326</u> - <u>5,066</u>	Assistant High School	2,280 <u>4,9672,326</u> - <u>5,066</u>
Unified Track Head Coach	2,280 <u>4,9672,326</u> - <u>5,066</u>		
Unified Track Asst Coach	1,933 <u>3,9181,972</u> - <u>3,996</u>		

¹ Any limitation on the number of hours or days or the addition of hours or days in this chart was not bargained and is for informational purposes only

Baseball		Softball	
Head High School	3,720 <u>7,4603,794</u> - <u>7,609</u>	Head High School	3,720 <u>7,4603,794</u> - <u>7,609</u>
Assistant High School	2,280 <u>4,9672,326</u> - <u>5,066</u>	Assistant High School	2,280 <u>4,9672,326</u> - <u>5,066</u>
Golf - Boys		Golf - Girls	
Head High School	2,280 <u>4,9672,326</u> - <u>5,066</u>	Head High School	2,280 <u>4,9672,326</u> - <u>5,066</u>
<u>Assistant High School</u>	<u>1,972 - 3,996</u>	<u>Assistant High School</u>	<u>1,972 - 3,996</u>

Tennis - <u>Boys</u>		Tennis - <u>Girls</u>	
Head High School	2,280- <u>4,9672,326 -</u> <u>5,066</u>	Head High School	2,280- <u>4,9672,326 -</u> <u>5,066</u>
Assistant High School	1,933- <u>3,9181,972 -</u> <u>3,996</u>	Assistant High School	1,933- <u>3,9181,972 -</u> <u>3,996</u>
Cross Country - <u>Boys</u>		Cross Country - <u>Girls</u>	
Head High School	2,280- <u>4,9672,326 -</u> <u>5,066</u>	Head High School	2,280- <u>4,9672,326 -</u> <u>5,066</u>
Assistant High School	2,280- <u>4,9672,326 -</u> <u>5,066</u>	Assistant High School	2,280- <u>4,9672,326 -</u> <u>5,066</u>
Soccer - <u>Boys</u>		Soccer - <u>Girls</u>	
Head High School	2,280- <u>4,9672,326 -</u> <u>5,066</u>	Head High School	2,280- <u>4,9672,326 -</u> <u>5,066</u>
Assistant Soccer	1,823- <u>3,7501,859 -</u> <u>3,750</u>	Assistant High School	1,823- <u>3,7501,859 -</u> <u>3,750</u>
Trainer		Cheer	
Head Athletic Trainer	4,749- <u>9,4914,844 -</u> <u>9,681</u>	Sponsor – Football	948- <u>2,375967 -</u> <u>2,423</u>
Assistant Athletic Trainer	2,215- <u>4,7492,259 -</u> <u>4,844</u>	Assistant – Football	948- <u>2,375967 -</u> <u>2,423</u>
Weight Training		Sponsor – Basketball	948- <u>2,375967 -</u> <u>2,423</u>
Head High School	4,749- <u>9,4914,844 -</u> <u>9,681</u>	Assistant Sponsor – Basketball	948- <u>2,375967 -</u> <u>2,423</u>
Assistant High School	2,215- <u>4,7492,259 -</u> <u>4,844</u>	Sponsor – 9th	948- <u>2,375967 -</u> <u>2,423</u>
HIGH SCHOOL EXTRACURRICULAR AND CO-CURRICULAR			
Intramurals			
High School - <u>Boys</u>	1,933- <u>3,9181,972 -</u> <u>3,996</u>	High School - <u>Girls</u>	1,933- <u>3,9181,972 -</u> <u>3,996</u>
Performing Arts			
Band Director HS	3,726- <u>7,5753,801 -</u> <u>7,727</u> + 5 Days	Guard Sponsor Fall	1,441- <u>3,0631,470 -</u> <u>3,124</u>
Band Director HS Assistant	1,933-	Guard Sponsor Winter	1,441-

	3,918,972 - <u>3,996</u> + 5 Days		3,063,470 - <u>3,124</u>
Choral Director HS	3,726 - 7,575,801 - <u>7,727</u>	Pom Pom Sponsor	2,391 - 5,432,439 - <u>5,543</u>

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Choral Director HS Assistant	1,933- 3,918,972 - 3,996	Pom Pom Sponsor Assistant	1,441- 3,063,470 - 3,124
Orchestra Director HS	3,726- 7,575,801 - 7,727	Prom Chairperson	1,441- 3,063,470 - 3,124
Orchestra Director HS Assistant	1,933- 3,918,972 - 3,996	Theatrical Production Assistant	725- 2,171,740 - 2,214
Pep Band Director	1,381- 2,945,409 - 3,004	Theatrical Production Assistant-Asst- Choreographer	1,381- 2,945,409 - 3,004
Theatre Director	2,280- 4,967,326 - 5,066	Thespian Troupe Director	1,736,771
Theatre Director Assistant	1,441- 3,063,470 - 3,124	Ticket Manager	2,962- 6,113,021 - 6,233
Organizations			
Head Debate	2,962- 6,113,021 - 6,233	DECA Sponsor	2,962- 6,113,021 - 6,233
Assistant Debate	1,441- 3,063,470 - 3,124	Literary Magazine Sponsor	586 - 957,598 - 976
Head Forensic	2,962- 6,113,021 - 6,233	Model U.N.	1,057- 2,280,078 - 2,326
Assistant Forensics	1,441- 3,063,470 - 3,124	National Honor Society	1,441- 3,063,470 - 3,124
Key Club Sponsor	1,441- 3,063,470 - 3,124	Project TEACH	1,578- 3,149,610 - 3,212
Newspaper Sponsor	1,933- 3,918,972 - 3,996	Student Council	1,441- 3,063,470 - 3,124
Yearbook Sponsor HS	2,280- 4,967,326 - 5,066	Student Council Assistant	923- 2,303,941 - 2,349
Academic Competitions			
Academic Coordinator / Quiz Master High School	4,346,433	Activities Manager High School (Plus one released period)	3,726- 7,575,801 - 7,727
Spell Bowl	1,291,317	Academic Super Bowl – Social Studies	1,386,414
Quiz Bowl – Head Coach	1,736,771	Academic Super Bowl – Math	1,414,386
Quiz Bowl – Assistant Coach	1,012,032	Academic Super Bowl – English	1,414,386
Math Competitions	937,956	Academic Super Bowl – Science	1,414,386

FIRST Robotics Competition Coach	3,726- 7,575,3801 - 7,727	Academic Super Bowl – Fine Arts	1,414,386
FIRST Robotics Competition Asst. Coach	1,933- 3,9181,972 - 3,996	FIRST Tech Competition Coach	1,933- 3,9181,972 - 3,996
Future Problem Solvers <u>T.E.A.M.S.</u>	1,805 <u>1,805</u>	FIRST Tech Competition Asst. Coach	1,381- 2,9451,409 - 3,004
Other			
Academy Leader (Plus Division Leader Periods)	2,060 <u>101</u> + 10 Days	Coordinator School-wide Enrichment	6,268 <u>393</u> + 10 Days
Content Specialist	3,163- 4,7493,226 - 4,844	FFA Director	4,992 <u>5,092</u>

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Dean of Students	4,890,988 +5 Days	Freshman Mentor Sponsor	1,379,407
DVT Director	7,307,453 +20 Days	Kingsmen Tutors	3,979,059 +5 Days
Instructional Leader HS	496,506	Secondary ENL	2,927,986
Speech Language Pathologist Supervisor	1,379,407	Guidance Coordinator High School	Plus 15 days
District Lead Speech Language Pathologist	3,605,677 +10 Days	Guidance Counselor High School	Plus 10 Days
Building Trades	Plus 10 Days	Instructional Facilitator	Plus 20 Days
COE Coordinator	Plus 10 Days	Instructional Leader – 9th	Plus 10 Days
HERO Coordinator	Plus 10 Days	Student Assistance Counselor	Plus 15 Days
Media Specialist High School	Plus 12 Days	eSports Sponsor	1,399,427 – 2,974,033
MIDDLE SCHOOL ATHLETICS			
Athletics - Boys		Athletics - Girls	
Football Head Coach	2,505 – 5,466,555 – 5,575	Volleyball Head Coach	2,505 – 5,520,555 – 5,630
Football Assistant Coach	2,280 – 4,967,326 – 5,066	Volleyball Assistant Coach	1,933 – 3,918,972 – 3,996
Basketball Head Coach	2,505 – 5,466,555 – 5,575	Basketball Head Coach	2,505 – 5,466,555 – 5,575
Basketball Assistant Coach	2,280 – 4,967,326 – 5,066	Basketball Assistant Coach	2,280 – 4,967,326 – 5,066
Basketball (6th)	775 – 1,440,791 – 1,469	Basketball (6th)	775 – 1,440,791 – 1,469
Track Head Coach	2,280 – 4,967,326 – 5,066	Track Head Coach	2,280 – 4,967,326 – 5,066
Track Assistant Coach	1,933 – 3,918,972 – 3,996	Track Assistant	1,933 – 3,918,972 – 3,996
Cross Country Coach	1,469,440 – 3,054,315	Cross Country Coach	1,469,440 – 3,054,315
Wrestling Head Coach	2,130 - 4,306	Cheer Coach – 8th Football	775 – 1,440,791 – 1,469
Wrestling Assistant Coach	1,933 – 3,918,972 – 3,996	Cheer Coach – 7th Football	775 – 1,440,791 – 1,469
Cheer Coach – 8th Boys Basketball	775 – 1,440,791 –	Cheer Coach – 8th Girls Basketball	775 – 1,440,791 –

	1,469		1,469
Cheer Coach – 7th Boys Basketball	775- 1,440,791 - 1,469	Cheer Coach – 7th Girls Basketball	775- 1,440,791 - 1,469
MIDDLE SCHOOL EXTRACURRICULAR AND CO-CURRICULAR			
Activities Manager MS (Plus 1 Release Period)	2,737,792 - 5,935,054 +10 Days	Choir Director MS	441,450
Band Director MS	441,450	Newspaper Sponsor	1,057- 2,280,078 - 2,326

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Exceptional Education Coordinator	2,0372,078	Piano Director MS	441450
Intramurals MS	1,896,934 - 3,837,914	Yearbook Sponsor MS	1,057 - 2,280,078 - 2,326
Orchestra Director MS	441450	Robotics Coordinator	938957
Academic Coordinator	3,675,749	MathCon	441450
Spell Bowl	662,675	Academic Super Bowl – Science	675,662
Math Counts	938,957	Academic Super Bowl – Math	675,662
Academic Super Bowl – Social Studies	675,662	School Guidance Counselor MS	Plus 10 Days
Academic Super Bowl –English	675,662	Media Specialist MS	Plus 6 Days

ELEMENTARY SCHOOL

Elementary Assistant to the Principal Basketball Elem	Plus 10 Days 775 - 1,440	Intramurals Elem	552,563
Building Designee	1,656,689 (Per eligible building per school year)		
Academic Coordinator	883,901		
Spell Bowl –Level Coach	2842		
Circle the State	441,450		

OTHER

Extra Duty/ECA/Co-curricular Supervision	3 hours or less = 40 3+ hours to less than 5 hours = 60 5+ hours = 80
Other Clubs	20 Per Hour with a limit of 600 per year. Minimum of 10 students are subject to the approval of the building principal.
Non-teaching pre-approved special assignments in Curriculum, Instruction, Assessment, and Professional Development. (Includes building organized before or after school tutoring programs.)	30 Per Hour Unless otherwise agreed.
Saturday School / High School	20 Per Hour

APPENDIX B

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

GRIEVANCE FORM — LEVEL I

Distribution: Superintendent, Principal, Association, Teacher

BUILDING	ASSIGNMENT	NAME OF GRIEVANT	DATE FILED
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A. Date Grievance Occurred

B. Statement of Grievance

C. Relief Sought

Signature

Date

D. Disposition by Principal

Signature

Date

E. Position of Grievant

Signature

Date

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

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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~~*

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