



**PENN · HARRIS · MADISON**  
— SCHOOL CORPORATION —

**TEACHER AGREEMENT**

July 1, 2020  
To  
June 30, 2021

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

Emily Breeden  
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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 2020 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 \$41,000 to \$70,148, not including current year increases or TRF contributions. Salary Range after increases will be \$41,000 to \$71,048.
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. Teachers in their first full year of instructing students and who were not evaluated in the prior year are ineligible 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. **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 2020-2021 school year. The salary increase for academic needs is a teacher retention catch-up.
4. **Distribution:**
  - i. Evaluation Rating = \$500
  - ii. Academic Needs (retention catch up)
    1. A teacher with 5 years to 20 years of experience = \$1,050

2. A teacher with 21 or more years of experience = \$400

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, 2020.
6. All increases will be made effective from the start of the 2020-2021 school year. The retroactive salary increases from August 2020 through November 2020 will be paid no later than December 14, 2020.
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. For the avoidance of doubt, Teachers in their first full year of instructing students who were not evaluated in the prior year are 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 subject to normal withholdings will be paid to effective and highly effective teachers as follows:
      - a. A teacher with 0 year of experience = \$500.00
      - b. A teacher with 1 to 20 years of experience = \$800.00
      - c. A teacher with 21 or more years of experience = \$1,450.00
  - iii. **Distribution**
    - 1. The one-time stipend will be paid no later than December 14, 2020.

**For informational purposes only:**

		<b>Pay Increase</b>	<b>Stipend</b>
Base Minimum	41,000		
0 yrs Exp		0	500
1-4 yrs Exp		500	800
5-20 yrs Exp		1,550	800
21+ yrs Exp		900	1,450

Athletic and Extracurricular salary ranges will increase by 3% across the board for the 2020-2021 school year. Employees who hold such positions shall not be paid outside the ranges as found in Appendix A, which reflect the 3% increase. Any reference to additional work days that is contained in Appendix A was not bargained and has been included for informational purposes only. The Superintendent or his designee has the authority to set a teacher's wage within the identified ranges on Appendix A.

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. 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 of 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).

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 15<sup>th</sup> 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. 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.
- J. **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.
- K. 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

L. Teacher in the elementary school and middle school who give up their prep period to sub for another teacher will get \$25 per period (up to 55 minutes). After giving up 10 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 building level secretary.

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 10 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 building level secretary. This is not to preclude any reciprocal arrangements which now exist between coaches and teachers.

M. A Job Share teacher will be given credit for one full year of teaching for retirement purposes according to Indiana Teacher Retirement Fund (TRF) rules of a minimum of one-hundred twenty (120) days.

N. **Severance Incentive Pay**

1. Severance applies only to those teachers who are not vested in the Teachers' Supplemental Retirement Plan. Severance Payout cannot exceed the amount of the forfeited Supplemental Retirement amount.

(a) 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 1 of intention to resign.
- ii. If a teacher is forced to terminate employment because of ill health or accident the Board shall waive the June 1 notification date. A teacher who is 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 who was 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.

2. Formula for Calculating

$$\begin{array}{l} \text{i. } \frac{S-P}{600} + \frac{P}{300} + \frac{N-10}{120} \times \text{Salary} = \text{Severance} \\ \text{ii. } \frac{\quad}{600} + \frac{\quad}{300} + \frac{\quad}{120} \times \quad = \quad \\ \text{iii. } \frac{\quad}{\quad} + \frac{\quad}{\quad} + \frac{\quad}{\quad} \times \$\quad = \$\quad \end{array}$$

(b) **Definition:**

- i. S - Accumulated P-H-M Sick Leave Days  
(excludes all days transferred from other corporations)
- ii. P Personal Business Leave Days Accumulated Since 1974
- iii. N Number of Years Teaching Service in the P-H-M Corporation

(c) **Example**

$$\begin{array}{l} \text{i. } \frac{180-14}{600} + \frac{14}{300} + \frac{41-10}{120} \times \$36,944 \\ \text{ii. } \frac{\quad}{600} + \frac{\quad}{300} + \frac{\quad}{120} \\ \text{iii. } .277 + \quad .047 + \quad .258 \times \$36,944 \\ \quad \bullet \quad .582 \quad \times \$36,944 \end{array}$$

(d) Severance Incentive Pay \$21,501

O. **SUPPLEMENTAL RETIREMENT**

1. **Teachers Supplemental Plans**

(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. 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.

#### **P. 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.

#### **Q. Stipend: Dual Credit/ACP and AP Classes**

1. The Board will pay a stipend of \$350 per class, per semester to a teacher who:
  - a) 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
  - b) Has completed a graduate degree in the discipline or subfield that they are teaching (or has a masters degree in a different discipline but has completed a minimum of 18 graduate credits hours in the discipline or subfield that they are teaching).
2. The Board will pay a stipend of \$300 per class, per semester to a teacher who
  - a) Provides instruction in priority liberal arts DC and ACP courses that fall under the current Higher Learning Commission (HLC) 2022 guidelines, and
  - b) Is currently working to complete a graduate degree in the discipline or subfield that they are teaching (or has completed a minimum of 18 graduate credit hours in the discipline or subfield which they are teaching).
3. The Board will pay a stipend of \$200 per class, per semester to a teacher who provides instruction in Advanced Placement (AP), or who provides instruction in DC or ACP but who is not available to receive a stipend pursuant to R-1 or R-2 above.

#### **R. 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.

## **S. 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.

## **T. 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 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 Plan A revised 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:
  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 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, 2021. 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, 2020, and shall continue in effect through June 30, 2021.
- 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*

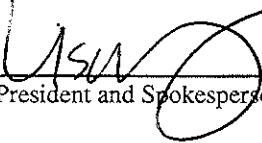
- C. This Agreement is made and entered into at Osceola, Indiana, on November 9, 2020, by and between the Board of School Trustees of the Penn-Harris-Madison School Corporation, County of St. Joseph, State of Indiana, party of the first part, heretofore referred to as the "Board," and the Penn-Harris-Madison 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 9, 2020

*Penn-Harris-Madison Teachers' Association*

  
\_\_\_\_\_  
President and Spokesperson, Lisa Langfeldt

Ratification date: November 9, 2020

# Information Only

## Parent / Teacher Conferences 2020-2021 School Year

This will confirm the parent/teacher conference schedule for the 2020-2021 school year.

1. Elementary schools will conduct virtual conferences November 17-19, 2020
  - 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 conduct virtual conferences on Monday, October 19, 2020 and Wednesday, October 21, 2020 for the 2020-2021 school year.
  - middle schools from 5:00 p.m. to 8:15 p.m.
3. Friday October 23<sup>rd</sup> and Monday October 26<sup>th</sup> are recess days for the 2020-2021 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 3<sup>rd</sup> for the 2020-2021 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 2020-2021 school year this would be the June 3<sup>rd</sup> 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 assigned to \_\_\_\_\_. The personal business leave assigned to this colleague shall be credited as sick leave.

signature of employee

date

PHMTA approval

- Two checkboxes with text describing PHMTA approval options for sick leave credit deduction.

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/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 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 2020-2021***

<b><i>Boys Athletics</i></b>	
<b>Football</b>	
Head High School	<b>6,738-13,913</b>
Assistant High School	<b>3,541-7,101</b>
Head Freshman	<b>3,186-6,546</b>
Assistant Freshman	<b>2,171-4,727</b>
<b>Basketball</b>	
Head High School	<b>6,738-13,913</b>
Assistant High School	<b>3,541-7,101</b>
Head Freshman	<b>3,186-6,546</b>
Assistant Freshman	<b>2,171-4,727</b>
<b>Wrestling</b>	
Head High School	<b>3,541-7,101</b>
Assistant High School	<b>2,171-4,727</b>
Head Freshman	<b>2,171-4,727</b>
Assistant Freshman	<b>1,840-3,729</b>
<b>Swimming</b>	
Head High School	<b>3,541-7,101</b>
Assistant High School	<b>2,171-4,727</b>
<b>Track</b>	
Head High School	<b>3,541-7,101</b>
Assistant High School	<b>2,171-4,727</b>
<b>Baseball</b>	
Head High School	<b>3,541-7,101</b>
Assistant High School	<b>2,171-4,727</b>
<b>Golf</b>	
Head High School	<b>2,171-4,727</b>
<b>Tennis</b>	
Head High School	<b>2,171-4,727</b>
Assistant High School	<b>1,840-3,729</b>
<b>Cross Country</b>	
Head High School	<b>2,171-4,727</b>
Assistant High School	<b>2,171-4,727</b>
<b>Soccer</b>	
Head High School	<b>2,171-4,727</b>
Assistant Soccer	<b>1,735-3,570</b>
<b>Trainer</b>	
Head Athletic Trainer	<b>4,521-9,034</b>
Assistant Athletic Trainer	<b>2,108-4,521</b>
<b>Weight Training</b>	
Head High School	<b>2,171-4,727</b>
Assistant High School	<b>2,171-4,727</b>
<b>Intramurals</b>	
Boys – High School	<b>1,840-3,729</b>
Girls – High School	<b>1,840-3,729</b>
<b><i>Girls Athletics</i></b>	
<b>Basketball</b>	
Head High School	<b>6,738-13,913</b>
Assistant High School	<b>3,541-7,101</b>
Head Freshman	<b>3,186-6,546</b>

Assistant Freshman	2,171-4,727	
<b>Volleyball</b>		
Head High School	3,541-7,101	
Assistant High School	2,171-4,727	
Head Freshman	2,171-4,727	
Assistant Freshman	1,840-3,729	
<b>Track</b>		
Head High School	3,541-7,101	
Assistant High School	2,171-4,727	
<b>Swimming</b>		
Head High School	3,541-7,101	
Assistant High School	2,171-4,727	
<b>Tennis</b>		
Head High School	2,171-4,727	
Assistant High School	1,840-3,729	
<b>Cross Country</b>		
Head High School	2,171-4,727	
Assistant High School	2,171-4,727	
<b>Softball</b>		
Head High School	3,541-7,101	
Assistant High School	2,171-4,727	
<b>Soccer</b>		
Head High School	2,171-4,727	
Assistant High School	1,735-3,570	
<b>LaCrosse</b>		
Head High School	2,171-4,727	
Assistant High School	1,735-3,570	
<b>Golf</b>		
Head High School	2,171-4,727	
<b><i>Other Extracurricular &amp; Co-Curricular</i></b>		
<b>High School</b>		<b>Non-Bargainable Other Information</b>
Activity Manager	3,546-7,210	Plus one (1) released period
Band Director	3,546-7,210	Plus five (5) days
Assistant Band Director	1,840-3,729	Plus five (5) days
Choral Director	3,546-7,210	
Assistant Choral Director	1,840-3,729	
Orchestra Director	3,546-7,210	
Assistant Orchestra Director	1,840-3,729	
Pep Band Director	1,315-2,803	
Academy Leader	1,315-2,803	Plus ten (10) days, plus division leaders periods
Content Specialist	3,011-4,521	
Speech Language Pathologist Supervisor	1,313	
Instructional Leader – 9 <sup>th</sup> grade		Plus ten (10) days
Instructional Leader -	473	
Freshman Mentor Sponsor	1,313	
<b>Other</b>		
Coordinator School-wide Enrichment	5,966	Plus ten (10) days
Instructional Facilitator		Plus twenty (20) days

Ticket Manager	2,820-5,817	
Theatre Director	2,171-4,727	
Assistant Theatre Director	1,372-2,916	
Theatrical Production Assistant	690-2067	
Theatrical Production Assistant – Choreographer	1,315-2,803	
Head Debate	2,820-5,817	
Head Forensic	2,820-5,817	
Assistant Debate	1,372-2,916	
Assistant Forensics	1,372-2,916	
Cheerleader Sponsor – Football	902-2,261	
Assistant Cheerleader – Football	902-2,261	
Cheerleader Sponsor – Basketball	902-2,261	
Assistant Cheerleader Sponsor – Basketball	902-2,261	
Cheerleader Sponsor – 9 <sup>th</sup> grade	902-2,261	
Fall Guard Sponsor	1,372-2,916	
Winter Guard Sponsor	1,372-2,916	
Pom Pon Sponsor	2,275-5,173	
Assistant Pom Pon Sponsor	1,372-2,916	
Prom Chairperson	1,372-2,916	
Yearbook Sponsor	2,171-4,727	
Key Club Sponsor	1,372-2,916	
Newspaper Sponsor	1,840-3,729	
Literary Magazine Sponsor	558-911	
Student Council	1,372-2,916	
Assistant Student Council	878-2,192	
National Honor Society	1,372-2,916	
DECA Sponsor	2,820-5,817	
Project TEACH	1,502-2,997	
Model U.N.	1,006-2,171	
Secondary ENL	2,786	
Kingsmen Tutors	3,787	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 ten (10) days
Guidance Coordinator		Plus fifteen (15) days
Student Assistance Counselor		Plus fifteen (15) days
Dean of Students	4,655	Plus five (5) days
FFA Director	4,752	
DVT Director	6,955	Plus twenty (20) days
<b>Middle School</b>		
<i>Athletics - Boys</i>		
Football Head Coach	2,384-5,203	
Football Assistant Coach	2,171-4,727	
Basketball Head Coach	2,384-5,203	
Basketball Assistant Coach	2,171-4,727	
Wrestling Head Coach	2,027-4,099	
Wrestling Assistant Coach	1,840-3,729	
Track Head Coach	2,171-4,727	
Track Assistant Coach	1,840-3,729	
Cross Country Coach	1,371-2,907	



<b><i>Athletics - Girls</i></b>		
Basketball Head Coach	<b>2,384-5,203</b>	
Basketball Assistant Coach	<b>2,171-4,727</b>	
Volleyball Head Coach	<b>2,027-4,099</b>	
Volleyball Assistant Coach	<b>1,840-3,729</b>	
Track Head Coach	<b>2,171-4,727</b>	
Track Assistant	<b>1,840-3,729</b>	
Cross Country Coach	<b>1,371-2,907</b>	
<b><i>Other Extracurricular &amp; Co-Curricular</i></b>		
Intramurals	<b>1,805-3,652</b>	
Activities Manager	<b>2,605-5,679</b>	Plus one (1) release period
Cheerleader Sponsor	<b>1,006-2,171</b>	
Newspaper Sponsor	<b>1,006-2,171</b>	
Yearbook Sponsor	<b>1,006-2,171</b>	
School Guidance Counselor		Plus ten (10) days
Media Specialist		Plus six (6) days
Exceptional Education Coordinator	<b>1,939</b>	
Band Director	<b>420</b>	
Orchestra Director	<b>420</b>	
Choir Director	<b>420</b>	
Piano Director	<b>420</b>	
Basketball (6 <sup>th</sup> ), boys	<b>737-1,371</b>	
Basketball (6 <sup>th</sup> ), girls	<b>737-1,371</b>	
<b>Elementary School</b>		
Basketball	<b>737-1,371</b>	
Intramurals	<b>525</b>	
<b>Academic Competition</b>		
<b><i>High School</i></b>		
Coordinator / Quiz Master	<b>4,136</b>	
Spell Bowl	<b>1,228</b>	
Quiz Bowl – Head Coach	<b>1,652</b>	
Quiz Bowl – Assistant Coach	<b>964</b>	
Math Competitions	<b>892</b>	
Future Problem Solvers	<b>1,718</b>	
Academic Super Bowl – Social Studies	<b>1,320</b>	
Academic Super Bowl – Math	<b>1,320</b>	
Academic Super Bowl – English	<b>1,320</b>	
Academic Super Bowl – Science	<b>1,320</b>	
Academic Super Bowl – Fine Arts	<b>1,320</b>	
FIRST Robotics Competition Coach	<b>3,546-7,210</b>	
FIRST Robotics Competition Asst. Coach	<b>1,840-3,729</b>	
FIRST Tech Competition Coach	<b>1,840-3,729</b>	
FIRST Tech Competition Asst. Coach	<b>1,315-2,803</b>	
Thespian Troupe Director	<b>1,652</b>	
<b>Middle School</b>		
Coordinator	<b>3,498</b>	
Spell Bowl	<b>630</b>	
Math Counts	<b>893</b>	
Academic Super Bowl – Social Studies	<b>630</b>	
Academic Super Bowl –English	<b>630</b>	
Academic Super Bowl – Science	<b>630</b>	

Academic Super Bowl – Math	<b>630</b>	
MathCon	<b>420</b>	
Robotics Coordinator	<b>893</b>	
<b>Elementary</b>		
Coordinator	<b>840</b>	
Building Designee	<b>1,576 per eligible building per school year</b>	
Spell Bowl Grade Level Coach	<b>271</b>	
Circle the State	<b>420</b>	
<b>Other Clubs</b>	\$20.00 an hour with a limit of \$600.00 per year. Minimum of ten (10) students subject to the approval of the building principal	
<b>Non-teaching pre-approved special assignments in Curriculum, Instruction, Assessment and Professional Development. (Includes building organized before or after school tutoring programs.)</b>	\$30.00 an hour unless otherwise agreed.	
<b>Saturday School / High School</b>	\$20.00 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.

**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.*