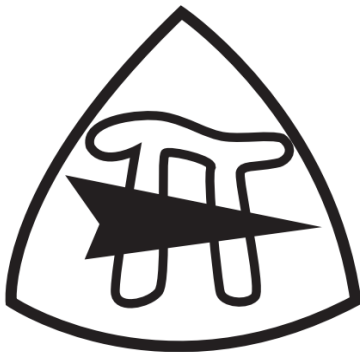


Agreement between the  
Mishawaka Education Association  
and  
The Board of School Trustees  
of  
School City of Mishawaka



2022 - 2023

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## **2022-2023 MASTER AGREEMENT**

### **Article I**

#### **Introductory Information**

##### **A. Parties**

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

##### **B. Recognition**

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

##### **C. Definitions**

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

1. The term “Association”, when used in this Agreement, shall refer to the Mishawaka Education Association.
2. The term “Teacher” when used hereinafter shall refer to all employees represented by the Association in the bargaining unit as defined above.
3. The term “Immediate Family” shall include spouse, children, mother, father, stepmother, stepfather, foster parents, mother-in-law, father-in-law, brother, sister, grandchildren, grandparents, or any other member of the family unit whose residence is in the same household as the Teacher.
4. The term “Hourly Rate” shall refer to the pay rate arrived at by dividing a Teacher’s annual salary (as established by the terms of this Agreement), by the number of Teacher workdays in the current school year, further divided by the number of hours in the regular Teacher workday (exclusive of the Teacher’s unpaid lunch break).
5. The term “year of experience” refers to the Teacher having been employed by any Indiana public school corporation for at least one hundred twenty (120) days in the prior school year.
6. The term “staff performance evaluation rating” refers to an annual written evaluation of the Teacher’s instructional performance that was completed by any Indiana public school corporation, consistent with the terms of I.C. 20-29-11.5.

##### **D. Contract Interpretation Provisions**

1. Effects of the Agreement. If any provision of this Agreement or any application of the Agreement to any Teacher or group of Teachers shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Any changes, which may become necessary with respect to any

provision of this Agreement in order to bring it into compliance with the laws of the State of Indiana and/or the rules and regulations of the Indiana Department of Education, or to avoid financial penalties imposed by noncompliance, shall be negotiated and approved by both parties.

2. Complete Agreement of the Parties

The Board and the Association mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding of both parties and can be altered only by the voluntary, mutual consent of both parties. The parties further agree that any future oral agreements or practices will not be recognized unless committed to writing and signed by the parties as a supplement to this Agreement.

3. Cost of Printing

The cost of printing this Agreement will be shared equally by the Board and the Association.

4. Titles and Headings

An article, section, and paragraph titles and headings are used for easy reference only and are not to be interpreted in any substantial manner, nor to assess the meaning of this negotiated Agreement.

## **Article II Salary & Wages**

A. Compensation Model

1. Salary Range: \$43,000 to \$74,284 not including current year increases or TRF Contributions.

2. Base Salary Increases:

a. General Eligibility: To be eligible for a salary increase, a Teacher:

1. Must have received an overall evaluation rating of effective or highly effective on the staff performance evaluation with School City of Mishawaka for the prior year.
2. Must have been employed at least 120 days with School City of Mishawaka in the prior year.
3. A Teacher who does not satisfy these eligibility criteria remains at their current salary.

b. Factors and definitions:

1. Evaluation Rating: The Teacher received a highly effective or effective evaluation rating the prior year.
2. Year of experience: The Teacher was employed in the corporation for at least 120 days in the prior school year.
3. Academic Need: The importance of retaining Teachers in the corporation based on their current salary level.

c. Distribution: Amounts added to a Teacher's base salary:

- i. Evaluation rating of highly effective or effective = \$1,200
- ii. Year of experience = \$800

iii. Academic Needs

1. A Teacher with a salary less than or equal to \$43,000 after an increase for evaluation and experience = \$1,000
2. A Teacher with a salary between \$43,001 and \$46,999 after increases for evaluation and experience = \$100
3. A Teacher with a salary between \$47,000 and \$60,000 after increases for evaluation and experience = \$750
4. A Teacher with a salary between \$60,001 and \$69,999 after increases for evaluation and experience = \$500
5. A Teacher with a salary greater than or equal to \$70,000 after increases for evaluation and experience = \$250

The experience factor accounts for no more than 32% of the maximum available salary increase (\$800/\$2,500)

- d. Redistribution: Any funds otherwise allocated for Teachers who were rated ineffective or improvement necessary will be equally redistributed to all teachers rated effective or highly effective. The redistribution will be in the form of a stipend that will be paid at the end of the school year.
3. New Salary Range: The new salary range is \$44,000 to \$76,534, not including TRF contributions.
4. Retroactive Pay: All employee salary increases will be made effective from the start of the 2022-2023 school year. The retroactive salary increases will be paid no later than January 31, 2023.
5. The Board will hire new Teachers for the next school year at the same salary amounts that the Board will pay to veteran Teachers with equivalent education and experience for the current school year.
6. The Superintendent shall have the discretion to pay a yearly stipend in an amount up to Five Thousand and 00/100 Dollars (\$5,000) to Teachers who provide instruction in areas of specialized certification/high need, following consultation with the Association. This stipend was bargained outside of the compensation plan in accordance with legal guidance and decisions issued by the Indiana Education Employment Relations Board. Any stipends which are granted shall be reviewed by the Board on an annual basis.

B. Other Permissible Salary Items

1. The salary range and fringe benefits of Teachers whose employment is governed by the terms of this Agreement shall be based upon a contractual work year of one hundred eighty-three (183) days. This provision was not bargained and has been included in the Agreement for informational purposes only.
2. The Board shall pay directly to the Indiana Teacher Retirement Fund (TRF) each Teacher's three percent (3%) mandatory contribution to this retirement fund.
3. Compensation for Summer School Service  
For all summer courses, the Board shall issue a Supplemental Service Teacher's Contract and pay all Teachers the hourly rate of Fifty-Five and 00/100 Dollars (\$55) per hour. The parties acknowledge that while I.C. 20-28-6-7 (d) provides that the Superintendent shall determine the salary for a supplemental service (including

summer school) contract, the Superintendent has nevertheless exercised their discretion in order to determine that this supplemental service compensation be bargained.

4. Compensation for Teaching an Additional Credit Class Before/After the Regular Teacher Work Day. The Board will pay a stipend in the amount of One Thousand and 00/100 Dollars (\$1,000) per semester to a Teacher who is assigned to provide instruction with respect to a for-credit class that meets before/after the regular teacher workday. This stipend was bargained outside of the compensation plan in accordance with legal guidance and decisions issued by the Indiana Education Employment Relations Board.
5. Wage Payment Agreement
  - a. The Board shall compensate Teachers in twenty-six (26) payments for services rendered under contract; Teachers shall receive twenty-six (26) payments in a given calendar year.
  - b. The Board will issue paychecks on the third Friday of the Teacher work year and every two (2) weeks thereafter for the 2022-2023 school year. A list of pay dates for 2022-2023 is attached hereto and incorporated by reference as if fully set out herein as Appendix B.
  - c. A Teacher may elect to receive the balance due on their contract with the first scheduled paycheck in June by notifying the Business Office of this decision through the appropriate form on or before May 15th of each year. The Business Office must receive the Teacher's form by the end of the business day on May 15th. If May 15th occurs on a day that school is not in session, this deadline will instead be the last day that school is in session prior to May 15th. The Business Office will not process any forms that are received after the deadline established in this paragraph, whether the form is received via postal delivery or otherwise. The Business Office will provide a Teacher with written confirmation the form has been received within five (5) business days of the receipt of the form.
  - d. Should the Board determine that it is not in a financial position to provide Teachers with the balances due on contracts with the first scheduled paycheck in June, the Board will pay the balances due to Teachers at the time of a subsequent pay date, and in any case by no later than the first scheduled pay date in July.

C. Contract Interpretation Provisions

Effects of the Agreement. If any provision of this Agreement or any application of the Agreement to any Teacher or group of Teachers shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. Ancillary Duty Pay

1. Any required professional development/training activities before/after the contractual teacher workday and during the course of the school year will be compensated at a rate of Forty-five and 00/100 Dollars (\$45) per hour.
2. The following provisions were not bargained and have been included for informational purposes only:
  - a. The Board may schedule and conduct professional development and/or training activities for Teachers corporation-wide, in a particular subject area or grade level,

or for all Teachers assigned to a particular school. The Board will provide Teachers with at least three (3) workdays of notice in advance of such professional development or training activities. However, in the event, the Board schedules the professional development or training activity to occur before/after the contractual workday (as established under Indiana law) and during the course of the school year, the Board shall compensate Teachers at the hourly rate set out in this agreement. By specific agreement of the parties, this provision shall not apply to training sessions that directly relate to any mandatory assessments of student progress required by the State of Indiana.

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

3. Compensation for Class Coverage

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

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

The Co-Curricular and Extra-Curricular Activity Pay Schedule for the 2022-2023 school years is attached hereto and incorporated by reference as if fully set out herein as Appendix A. However, the Board shall retain the authority to determine the salaries of the varsity head basketball, football, and volleyball coaches without the same being subject to negotiation and/or the terms of this Agreement. Any reference to additional workdays that is contained in Appendix A was not bargained and has been included in the Agreement for informational purposes only.

F. Dual Credit Classes

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

G. Additional Instructional Assignment

The Board shall pay a Teacher who teaches an additional credit class during the regular teacher workday a stipend in the amount of one-seventh (1/7) of the Teacher's current salary (prorated by semester) in exchange for the Teacher's acceptance of this additional assignment.

### **Article III**

#### **Salary & Wage Related Fringe Benefits**

A. Sick Leave

1. The Board shall provide Teachers signing their first four (4) contracts with the Board with ten (10) days of paid sick leave during the school year. In the event a Teacher is employed for less than a full school year for any reason the Board shall prorate this sick leave as follows: days paid divided by one hundred eighty-three (183) multiplied by ten (10) rounded to the nearest one-half (1/2) day. A teacher may use sick leave on account of personal illness, doctor or dentist appointments (both of a personal

- nature and for an Immediate Family member), injury, isolation, quarantine, or to care for an Immediate Family member without the loss of compensation.
2. The Board shall provide a Teacher who has signed their 5<sup>th</sup> contract with the Board with eight (8) days of paid sick leave during the school year. In the event a Teacher is employed for less than a full school year for any reason the Board shall prorate this sick leave as follows: days paid divided by one hundred eighty-three (183) multiplied by eight (8) rounded to the nearest one-half (1/2) day. A Teacher may use sick leave on account of personal illness, doctor or dentist appointments (both of a personal nature and for an Immediate Family member), injury, isolation, quarantine, or to care for an Immediate Family member without the loss of compensation.
  3. Should a Teacher fail to use all paid sick leave provided for the school year, the unused sick leave accumulates without limit.
  4. In the event, the Board employs a teacher who has accumulated one (1) or more days of sick leave in another Indiana school corporation, the Board shall provide the Teacher with no more than five (5) days of additional sick leave during the first year of employment, as well as each subsequent year of employment until the accumulated sick leave to which the Teacher was entitled in the Teacher's last place of employment is exhausted.
  5. The Board will credit a Teacher with sick leave accumulated prior to a leave of absence upon the Teacher's return to work.
  6. The Board will provide all Teachers with a written accounting of accumulated sick leave on each payroll voucher.
  7. The Board will allow Teachers employed in summer school classes to use one (1) day of sick or personal business leave, per summer school session, that accrued, but was unused, during the school year immediately preceding the summer school classes on the following prorated basis: three (3) hours or less shall equal one-half (1/2) day and more than three (3) hours shall equal one (1) day.
  8. The Board will treat a Teacher's absence from work as excused if an emergency arises which requires the Teacher's presence due to illness or injury experienced by a member of the Teacher's immediate family. The Board will charge any such absence against the Teacher's accumulated sick leave.
  9. Sick Leave Bank
    - a. The Board shall establish a voluntary sick leave bank. Participating Teachers may borrow a limited number of sick leave days from the Sick Leave Bank for a Family Medical Leave (FMLA) approved event.
    - b. In the event that a Teacher has not already submitted the statement of an attending physician verifying the nature of the illness in conjunction with a Board approved leave, the Teacher shall be required to submit such medical certification information prior to becoming eligible to borrow days from the Sick Leave Bank.
    - c. To establish the Sick Leave Bank, all participating Teachers must donate two (2) of their accumulated and credited sick leave days. A Teacher wishing to participate must donate such days by submitting the appropriate form to the Business Office on or before September 30th for the 2022-2023 school year. Teachers who are employed less than full-time shall donate days on a prorated basis and receive borrowed days on a prorated basis. If a participating Teacher's bank of paid sick days is depleted at the time of enrollment, the Teacher may



instead donate accrued personal business leave. However, no participating Teacher may borrow personal business days to enroll in the Sick Leave Bank. At the conclusion of each school year, the Sick Leave Bank's unused days will be carried over to the next school year.

- d. Participating Teachers will not be required to donate additional days to the Sick Day Bank unless the Board and the Association agree that additional donations are necessary to keep the Sick Leave Bank operative.
- e. All donated days are a permanent contribution to the Sick Leave Bank and are not transferable to another school corporation should a participating Teacher leave their employment with the Board.
- f. The Board agrees to contribute to the Sick Leave Bank a matching number of sick leave days equivalent to one-half (1/2) of the total number of days that are donated by participating teachers.
- g. Participating Teachers may apply to borrow days from the Sick Leave Bank by submitting the appropriate form to the Business Office. The Teacher's accumulated sick leave must be exhausted prior to borrowing days from the Sick Leave Bank.
- h. A participating Teacher may borrow up to sixty (60) days per year, but not more than one hundred eighty (180) days during the Teacher's employment by the Board.
- i. All sick leave in excess of two hundred fifty (250) days that has been accumulated by a Teacher who retires shall be considered to have been donated to the Sick Leave Bank at the time of retirement.

**B. Bereavement Leave**

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

**C. Jury Duty Leave and Witness Fees**

1. Jury Duty – The Board shall pay a Teacher who is summoned for jury duty an amount equal to the difference between the Teacher's per diem rate of pay and the jury duty fee paid by the court. In order to receive this payment, the Teacher must provide the Board with prior notice of the summons for jury duty and then report for jury duty.

The Teacher may retain all out-of-pocket reimbursements for such items as parking fees, travel costs, etc.

2. Court Appearance(s) – The Board shall pay a Teacher who is subpoenaed to testify by the Board in any action or proceeding, as well as a Teacher who is subpoenaed to testify in an action or proceeding to which neither the Board, the Association nor the Teacher is a party, an amount equal to the difference between the Teacher’s per diem rate of pay and any witness or court appearance fees. In order to receive this payment, the Teacher must provide the Board with prior notice of the receipt of the subpoena. The Teacher may retain all out-of-pocket reimbursements for such items as parking fees, travel costs, etc. A Teacher’s receipt of this payment shall be subject to a rule of reasonableness.
3. CASA Court Appointed Special Advocate – The Board shall pay a Teacher who is appearing as a Court Appointed Special Advocate (CASA) an amount equal to the difference between the Teacher’s per diem rate of pay and any witness or court appearance fees. In order to receive this payment, the Teacher must provide the Board with prior notice. The Teacher may retain all out-of-pocket reimbursements for such items as parking fees, travel costs, etc.

D. Personal Business Leave

1. The Board shall provide each Teacher signing their first four (4) contracts with the Board with three (3) days of paid personal business leave during the school year. In the event a Teacher teaches less than a full school year for any reason, including but not limited to resignation, termination, or the length of their contract, the Board shall prorate this paid personal business leave as follows: days paid divided by one hundred eighty-three (183) multiplied by three (3) rounded to the nearest one-half (1/2) day.
2. The Board shall provide each Teacher who has signed their 5<sup>th</sup> contract with the Board with five (5) days of paid personal business leave during the school year. In the event a Teacher teaches less than a full school year for any reason, including but not limited to resignation, termination, or the length of their contract, the Board shall prorate this paid personal business leave as follows: days paid divided by one hundred eighty-three (183) multiplied by five (5) rounded to the nearest one-half (1/2) day.
3. Should a Teacher fail to use all paid personal business leave provided for the school year, the unused personal leave accumulates and will be added to the next year’s paid personal business leave days, up to a total of five (5) paid personal business leave days. Any additional unused paid personal business leave days will accumulate as sick leave.
4. A Teacher must apply to use paid personal business leave by providing their building principal with the appropriate form at least twenty-four (24) hours in advance of the date of the personal business leave, except in the case of an emergency.
5. A Teacher may use paid personal business leave in order to extend (by a single day) a holiday or scheduled recess so long as the Teacher obtains the prior approval of their building principal as is set out in Paragraph 3 above. However, the Teacher will be required to relinquish two (2) days of their paid personal business leave in exchange for the approval of the requested leave.

6. The building principal shall provide a Teacher with written notice in the event that the Teacher's request for paid personal business leave is denied.
7. Teachers have no contractual right or other entitlement to make use of unpaid personal business leave. Accordingly, a Teacher should not anticipate that the Superintendent or their designee will approve any requests for unpaid personal business leave. Under no circumstance will a Teacher be approved to use personal leave days for more than three (3) consecutive absences.

E. Religious Holiday Leave

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

F. Military Leave

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

G. Compensation for Work-Related Loss and/or Injury

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

Teachers will be subject to a seven (7) day waiting period before any such compensation payments are issued. A Teacher must transmit to the Board any payments received by the Teacher from the Board's worker's compensation insurance carrier during the period in which the Teacher remains eligible for sick leave. The Board will charge absences from work against the Teacher's accumulated sick leave only with respect to that part of the absence for which the Teacher has received compensation directly from the Board. The Board shall round off any days charged against accumulated sick leave to the nearest half-day. In all cases covered by the above-stated procedure, the Teacher must endorse any Worker's Compensation check which they receive and deliver it to the Business Office.
2. In the event, a Teacher is forced to miss work due to an injury sustained on school grounds as a result of an unprovoked assault by a student or outsider, and the injury is determined to be compensable under the Indiana Worker's Compensation Act:
  - a. The Board will pay the Teacher an amount equivalent to wages due and owing to the Teacher for the first seven (7) school days of the absence.
  - b. The Board will pay the Teacher an amount equal to the difference between the Teacher's per diem rate of pay and any amount paid by the Board's worker's

compensation carrier for a period of sixty (60) school days, including the first seven (7) school days of absence.

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

#### H. Association Leaves

1. The Board will provide the Association President or their designee with forty (40) days of paid release time during the course of the school year in order to conduct Association Business. The Association shall reimburse the Board for the cost of any substitute required as the result of any such released time which exceeds forty (40) days during the course of the school year.
2. The following provisions were not bargained and have been included for informational purposes only:
  - a. Because of the many responsibilities imposed on the President of the Association, and in order to enhance the quality of instruction in the classes taught by him or her and maintain continuity, the Board will provide the building to which the President is assigned with a full-time aide who is also a certified substitute teacher.

- b. The building principal and the President will work out a mutually agreed upon schedule for the use of the aide.
  - c. The presence of this aide will not be used to justify absences in excess of those authorized by the terms of this Agreement.
- I. Expanded Criminal History Background Checks  
 Consistent with the terms of I.C. 20-26-5-10, the Board shall pay the cost of any and all expanded criminal history background checks that veteran Teachers are required to undergo.
- J. Health Insurance
  1. During the term of this Agreement, the Board will pay ninety percent (90%) of the cost of the premium on a single policy and seventy-seven percent (77%) of the cost of the premium on a family policy. A participating Teacher will pay ten percent (10%) of the cost of the premium on a single policy or twenty-three percent (23%) of the cost of the premium on a family policy. Beginning January 1, 2023, the Board will contribute Seven Thousand Seven Hundred Seventy and 41/100 Dollars (\$7,770.41) toward the cost of the premium on a single policy and Fifteen Thousand One Hundred Sixty Three and 93/100 Dollars (\$15,163.93) toward the cost of the premium on a family policy for the current plan year. A participating Teacher will pay Eight Hundred Sixty-Three and 38/100 Dollars (\$863.38) for a single policy or Four Thousand Five Hundred Twenty-Nine and 49/100 Dollars (\$4,529.49) for a family policy.
  2. In the event the parties do not enter into a new agreement on or before October 31, 2023, or are otherwise in a status quo period, the Board will pay fifty percent (50%) of any increase in the monthly health insurance premium, and the participating Teacher will pay fifty percent (50%) of any increase in the monthly health insurance premium.
  3. Effective November 1, 2013, the parties have agreed to implement a working spouse with an insurance premium surcharge in the amount of One Hundred and 00/100 Dollars (\$100) per month. The parties have further agreed that Teachers hired for the 2014-2015 school year and thereafter shall be subject to a working spouse with the insurance “carve-out” provision.
- K. Dental Insurance  
 During the term of this Agreement, the Board will pay eighty percent (80%) of the cost of the premium on a single policy and sixty-five percent (65%) of the cost of the premium on a family policy for each Teacher who subscribes to the plan selected for the school corporation.
- L. Vision Insurance  
 During the term of this Agreement, the Board will pay Sixty-eight and 00/100 Dollars (\$68.06) toward the cost of the premium on a single policy and One Hundred Seventy-five and 68/100 (\$175.68) of the cost of the premium on a family policy for each Teacher who subscribes to the plan selected for the school corporation.
- M. Life Insurance  
 During the term of this Agreement, the Board will pay the entire premium, less Four cents (\$.04) per month, on a life insurance policy with a face value of Fifty Thousand and 00/100 Dollars (\$50,000). This policy will include accidental death and dismemberment coverage for each Teacher who is eligible for the coverage. The Board shall continue providing benefits at least equal to the current plan. Each Teacher, at their sole expense, will also have the opportunity to insure their spouse in the amount of Ten Thousand and

00/100 Dollars (\$10,000) and/or their children in the amount of Five Thousand and 00/100 Dollars (\$5,000) as part of the Board's group life insurance plan.

N. Income Protection

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

O. Voluntary Employees' Beneficiary Association (VEBA)

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

P. Post-Retirement 403(b) Program

Effective January 1, 2003, the Board will make payments into a VEBA on behalf of Teachers who are eligible for severance pay or retirement pay as set out in this Agreement.

Q. Severance Pay

1. The Board shall pay to a Teacher who has accrued a minimum of fifteen (15) years of service in the employ of the Board, and who is at least fifty (50) years of age by the end of August in the year of severance, or who has accrued a minimum of then (10) years of service in the employ of the Board, and is at least sixty (60) years of age by the end of August in the year of severance, a severance payment which shall be calculated as follows:
  - a. Two-Hundred and 00/100 Dollars (\$200) for each year of service; and
  - b. Thirty and 00/100 Dollars (\$30) for each day of unused accumulated sick leave up to a maximum of Two Hundred Fifty (250) days.
2. The Board shall pay the first Two Thousand and 00/100 Dollars (\$2,000) of the severance pay directly to the Teacher at the end of the school year in which the Teacher leaves the employ of the Board. The Board shall deposit the remaining amount of severance pay into the Teacher's VEBA account during the month of January of the following year.
3. A Teacher shall provide the Business Office with written notification by no later than March 1st of the school year in which the Teacher intends to leave the employ of the Board. In the event the Teacher fails to give such notice on or before March 1st, the Board will still pay the first Two Thousand and 00/100 Dollars (\$2,000) of the severance pay directly to the Teacher at the end of the school year in which the Teacher leaves the employ of the Board. However, the Board will then deposit only one-half (1/2) of the remaining severance pay into the Teacher's VEBA account during the month of January of the following year. The Board will deposit the other one-half (1/2) of the remaining severance pay into the Teacher's VEBA account during the month of January of the next year.
4. Upon the death of a Teacher who otherwise would have been eligible to receive a severance payment, the Board will make a lump sum deposit of the severance pay into the Teacher's VEBA account on behalf of their estate.

R. Retirement Benefits

1. In addition to severance pay, the Board will pay Two Thousand Three Hundred and 00/100 Dollars (\$2,300) toward the cost of the total premium on a single or family policy health insurance policy for an eligible retiring Teacher. The Board shall make this payment as long as the Teacher was, at the time of retirement, eligible to participate in the group health insurance plan pursuant to I.C. 20-28-9-20. The Teacher must be at least fifty-five (55) years of age by the end of August and must have taught a minimum of fifteen (15) years for the Board. The Board shall make the first such payment in January following the Teacher's retirement and shall continue to make this payment each January thereafter until such time as the Teacher is no longer entitled to receive the payment.
2. In the event a Teacher who was otherwise eligible to participate in the group health insurance plan as a retiree is not enrolled in the group health insurance plan, the Board shall deposit Two Thousand Three Hundred and 00/100 Dollars (\$2,300) into the Teacher's VEBA each January. The Board's obligation to make this payment shall end upon the Teacher reaching the age of sixty-five (65) or upon their death.

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

S. Liability Insurance

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

T. Miscellaneous Insurance Related Provisions

1. All insurance benefits become effective on September 1st and will continue through August 31st for all teachers who fulfill their contractual obligations for the previous school year.
2. Teachers on a Board approved unpaid leave of absence for the full school year may continue the health, dental, vision, and life insurance benefits while on leave by arranging to pay the total cost of the premiums to the Board. Teachers on a Board approved unpaid leave for less than a full school year, but in excess of thirty (30) workdays, may continue for the duration of such leave, health, dental, vision, and life



insurance benefits by arranging to pay the appropriate cost of the premiums to the Board. The Board shall compute appropriate cost figures by taking into account the number of earned benefit days as follows: three hundred sixty-five (365) benefit days divided by one hundred eighty-three (183) workdays equals 1.995 benefit days earned each workday. Teachers who complete one hundred fifty (150) workdays or more in a given school year shall be eligible for full insurance benefits as set out in this Agreement. Payment may be made on a monthly basis if paid in advance of the month of coverage. At the Teacher's option, payment may also be made on a quarterly basis.

3. Insurance provisions shall be subject to the interpretation of each Master Policy by the insurance carrier or provider of benefits.
4. Insurance benefits shall only be changed by the agreement of the parties.

U. Admission to School-Related Events

The Board will provide each Teacher and one (1) guest with entry into the school corporation's interscholastic athletic events or other school-related programs and activities at no charge. A Teacher must present an employee photo identification card upon entering the event in order to make use of this benefit.

V. Section 125 Benefit

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

W. Unpaid Leave

1. General Provisions

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

- f. The provisions of the Family and Medical Leave Act (“FMLA”) will also apply to all leave requests, as appropriate. All FMLA leave shall be concurrent with the period of any other unpaid leave approved under the terms of this Agreement.
2. Temporary Disability Leave
- a. A Teacher may request approval of an unpaid temporary disability leave for a period of time during which a physician certifies that the Teacher is unable to perform their regular teaching duties.
  - b. The Board may approve temporary disability leave subsequent to a Teacher’s utilization of all or any portion of their accumulated paid sick leave days.
  - c. The Board may approve temporary disability leave for the duration of the illness, not to exceed one (1) school year. The Board may grant consecutive temporary disability leaves to a Teacher, as is appropriate.
  - d. A Teacher seeking approval of temporary disability leave shall submit the required form, including the physician’s certification, to the Human Resources Department at least ten (10) workdays in advance of the effective date of the leave, whenever possible. The Teacher shall include the tentative beginning and ending dates for the requested leave. The Board shall retain the right to request a second medical opinion, at the Board’s sole expense, in order to confirm the medical necessity for the requested leave. Should the medical opinions of the two physicians be in conflict, the Board may request a third medical opinion, again at the Board’s sole request.
  - e. A Teacher may request temporary disability leave for pregnancy and pregnancy-related disabilities, whether pre-or postnatal in origin, as long as the physician certification of disability is also submitted.
  - f. A Teacher seeking to return to work following a temporary disability leave shall submit a medical release to the Board not less than ten (10) days prior to the anticipated return to work date, whenever possible. The Board shall retain the right to request a second medical opinion, at the Board’s sole expense, in order to confirm the terms of the medical release. Should the medical opinions of the two physicians be in conflict, the Board may request a third medical opinion, again at the Board’s sole expense.
3. Maternity and Parental Care Leave
- a. A Teacher who is pregnant may continue in active employment as late into pregnancy as the Teacher wishes if the Teacher can fulfill the requirements of the Teacher’s position.
  - b. The Board will grant a leave of absence to a Teacher who is pregnant any time between the commencement of the Teacher’s pregnancy and one (1) year following the birth of the child if the Teacher notifies the Superintendent or their designee at least thirty (30) days before the date on which the Teacher wishes to start the leave. The Teacher shall provide notice of the expected length of this leave, including with this notice either a physician’s statement certifying the Teacher’s pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. However, in the case of a medical emergency caused by pregnancy, the Board shall grant the leave immediately upon the Teacher’s request and the certification of the emergency from an attending physician. The Board may grant requests for the extension of this leave, provided that the additional leave period does not extend

past one (1) year following the birth of the child unless the extension beyond one (1) year coincides with the end of a semester.

- c. All or part of a leave taken by a Teacher because of a temporary disability caused by the Teacher's pregnancy may be charged, at the Teacher's discretion, to the Teacher's accumulated and available sick days. However, the Teacher is not entitled to take accumulated sick days when the Teacher's physician certifies that the Teacher is capable of performing the Teacher's regular duties. The Teacher shall be entitled to complete the remaining period of the leave without pay.
  - d. The Board shall also grant an unpaid parental care leave of absence to a Teacher who is not pregnant for the balance of the semester or the school year following the birth or adoption of the Teacher's child. The Board will grant only one (1) parental care leave request per birth or adoption, per household. In the case of the adoption, the Board may grant unpaid parental care to a Teacher for up to one (1) year following the date upon which the Teacher assumes physical custody of the child. The Teacher shall notify the Superintendent or their designee at least thirty (30) days before the date on which the Teacher wishes to start the leave, whenever possible. The Teacher shall provide notice of the expected length of this leave, including with this notice a copy of the birth certificate of the newborn or judicial decree approving the adoption, whichever is applicable.
4. Sabbatical
- a. The Board may grant a Teacher, on written request, an unpaid sabbatical of up to one (1) school year for the improvement of professional skills through:
    - i. Advanced study;
    - ii. Work experience;
    - iii. Teacher exchange programs; or
    - iv. Approved educational travel.

## **Article V Grievance Procedure**

### **A. Definitions**

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

### **B. General Provisions**

- 1. The Board will take no reprisal against any Teacher for the use of or participation in the grievance procedure.
- 2. The adjustment of any grievance issue shall be consistent with the terms of this Agreement.
- 3. Normally the Board will not honor any claim for back pay for more than ten

- (10) days prior to the date on which the grievance was initiated. An exception may be made in the event of a continuing grievance, provided the grievant can demonstrate that the grievance was initiated within ten (10) days after the grievant knew or had reason to know of the act or condition which gave rise to the grievance. In no case will the Board honor a claim for back wages prior to the school year in which the grievance was initiated.
4. The documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants(s).
  5. The time limits set out in this Article are maximums that can only be extended by the written agreement of the parties to this Agreement.
  6. A Teacher may initiate a grievance at the Superintendent Level (Step Two of the procedure) if a group or class of Teachers is affected by the problem or if the issue is the result of an action by the Board, other than the building principal. Grievances initiated at Step Two shall be submitted to the Superintendent on the prescribed form within ten (10) days following the event giving rise to the grievance. A copy of the prescribed grievance form is attached hereto as Appendix C.
  7. At any step of this procedure, the Board's failure to communicate the decision on a grievance within the specified time limit shall not prohibit the grievance from being appealed. Such an appeal from Step One shall occur within the time limit for an appeal from Step One.
  8. Any grievance issue not advanced from one step to the next within the time limits of that step shall be deemed resolved without prejudice by the Board's answer at the previous step.

C. Procedure

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

- b. Within ten (10) days of the receipt of the prescribed form, the Superintendent or their designee will hold a meeting to discuss the grievance. The parties will schedule this meeting at such time as to avoid disruption of the normal school routine and duties of Teachers.
  - c. Within ten (10) days of the meeting, or longer if mutually agreed to, the Superintendent or their designee shall respond to the grievance on the prescribed form.
  - d. The Superintendent or designee's response shall be final and binding unless the Teacher notifies the Superintendent within ten (10) days from the date of the response of the intent to submit the matter to non-binding mediation.
4. Step Three
- a. If the grievance is not settled at the preceding step, the Teacher may submit the matter to non-binding mediation. The parties will be required to agree on the selection of a mediator within ten (10) working days from the date of the Superintendent's receipt of the notice of intent to submit the matter to mediation.
  - b. Within five (5) school days of the selection of a mediator, the parties will contact the mediator directly and notify the mediator of their appointment, request available mediation dates, and mutually agree to a mediation date. The mediator, for good cause shown, may postpone the mediation session or extend any period of time upon request of a party or upon their own initiative and shall postpone the session or extend any period of time upon mutual agreement of the parties. Prior to the mediation session, the parties will submit to the mediator all relevant grievance documents. The parties may agree to hold as many mediation sessions as necessary.
  - c. If appropriate, the mediator may make recommendations for the resolution of the grievance to the parties. If the parties agree to accept the mediator's recommendations, the agreement will be reduced to writing, executed by the parties, and implemented. All such resolutions shall be non-precedential, and may not be cited in any subsequent proceeding, whether administrative or judicial in nature. In the event of a resolution, the parties will consider the grievance to have been withdrawn with prejudice.
  - d. The parties will share equally the fees and expenses associated with the mediation.
5. Step Four
- a. If the parties cannot agree to a resolution of the grievance through mediation, the Teacher may notify the President of the Board of School Trustees in writing within ten (10) days from the date of receipt of the mediator's recommendations of the intent to submit the matter to the Board of School Trustees.
  - b. Within thirty (30) days of the Board President's receipt of the notification, the Board of School Trustees may hold a hearing on the grievance at a regular or special meeting. At this hearing, the Board of School Trustees may not consider any allegation, information, remedy, or evidence that has not been previously disclosed as part of the grievance procedure.
  - c. At the earliest opportunity following the hearing, the Board of School Trustees will take final action at a public meeting to decide the matter. The Board of School Trustees will provide the Teacher with written notice of its decision within

five (5) days of having taken such final action. The decision of the Board of School Trustees shall be final.

**Article VI**  
**Duration of the Agreement**

- A. This Agreement shall be effective as of July 1, 2022, and shall continue in effect through June 30, 2023.
- B. The parties agree to initiate formal negotiations for a successor Agreement on or about September 15, 2023.
- C. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.
- D. This Agreement is made and entered into this 28th day of October 2022, by and between the Board of School Trustees for the School City of Mishawaka and the Mishawaka Education Association.

The undersigned attest to the following:

1. A public hearing was held on September 14, 2022, in compliance with Indiana Code 20-29-6-1(b), and electronic participation from the parties and/or public was not permitted.
2. A public meeting was held on October 12, 2022, in compliance with Indiana Code 20-29-6-19 to discuss the tentative agreement and electronic participation from the governing body and/or public was not allowed.

Mishawaka Education Association

Amy E. Foley  
President

Don Lashbrooke

Josie Kar

September 27, 2022  
Ratification Date

Jayna Benson

Jessica Monroe

Jacqueline D. Miller

\_\_\_\_\_

School City of Mishawaka

Halley Pardo  
President

Angela Fayman  
Vice President

Melissa Johns  
Secretary

October 12, 2022  
Approval Date

Hal R.  
Member

Daniel M. Weber  
Member

Theodore Stevens  
Superintendent

Alvin H. N.  
Spokesperson

APPENDIX A  
*2022-2023 RESPONSIBILITY STIPENDS*

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

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

The Board will compensate Teachers for participation in grant projects in accordance with grant guidelines.

Adjustment of Pay

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

Local Travel

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

Payment of Coach and Responsibility Stipends

All Teachers having coaching/responsibility greater than One-Thousand dollars (\$1,000) per stipend will choose one of the following pay options. Those under one-thousand dollars will receive a one-time payment as per Schedule A.

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

Pay Dates

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

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



| LEVEL     | ASSIGNMENT  | AMOUNT  | Single Check  |
|-----------|---|---|---------------|
| All       | Curriculum Development (per hour)   | 25.00/Hr.   |               |
| All       | Homebound Instructors (per hour)  | 35.70/Hr.   |               |
| All       | Professional Development  | 25.00/Hr.   |               |
| All       | Speech Language Pathologist Supervision   | 800/Yr  | As assigned   |
| All       | Technology Certifications - Google Level 1                                      | 75/Day  |               |
| All       | Technology Certifications - Google Level 2                                      | 150/Day   |               |
| All       | Technology Certifications - Growing Together Canvas                             | 75/Day  |               |
| All       | TESA Trainers   | 1750  | June          |
| All       | Tutoring (per hour)   | 27.59/Hr.   |               |
| Elem      | Instructional Leadership Teams  | 5.00 per Fall Building ADM (Divided among participating teachers) |               |
| Elem      | Lighthouse Team   | 2.00 per Fall Building ADM (Divided among participating teachers) |               |
| Elem      | Partners in Tech  | 2.00 per Fall Building ADM (Divided among participating teachers) |               |
| Secondary | Instructional Leadership Teams  | 3.50 per Fall Building ADM (Divided among participating teachers) |               |
| Secondary | Professional Learning Community   | 3.50 per Fall Building ADM (Divided among participating teachers) |               |
| Secondary | Partners in Tech  | 2.00 per Fall Building ADM (Divided among participating teachers) |               |
| Secondary | Academic Competitions Coordinator   | 3000  | June          |
| Elem      | Academic Competitions Coordinator   | 1500  | June          |
| Elem      | Basketball: Boys  | 700   | March         |
| Elem      | Basketball: Girls   | 700   | December      |
| Elem      | Choir   | 450   | June          |
| Elem      | Class Coverage<br><i>30 minute minimum (Only in lieu of prep)</i>               | 34.00/Hr.   |               |
| Elem      | Club (per hour)   | 18.00/Hr. 750 Max/Yr  |               |
| Elem      | Math Bowl   | 350   | June          |
| Elem      | Patrol Sponsor  | 1005  | June          |
| Elem      | Principal's Designee  | 1100  | June          |
| Elem      | Robotics Competition Sponsor  | 1200  | June          |
| Elem      | Spell Bowl  | 350   | June          |
| Elem      | Spelling Bee  | 350   | June          |
| Elem      | Split Grade Assignment (per semester)<br><i>excluding High Ability Teachers</i> | 1,000/Semester  | December/June |
| Elem      | Student Council   | 295   | June          |
| Elem      | Track: Boys/Girls   | 700   | June          |
| Elem      | Volleyball  | 700   | December      |
| Elem      | Wrestling   | 700   | December      |
| JYMS      | Academic Coach -English   | 500   | June          |
| JYMS      | Academic Coach -Math  | 500   | June          |
| JYMS      | Academic Coach -Science   | 500   | June          |
| JYMS      | Academic Coach -Social Studies  | 500   | June          |
| JYMS      | Athletic Coordinator  | 3500  | June          |
| JYMS      | Basketball: Assistant Boys 7th  | 1200  | March         |
| JYMS      | Basketball: Assistant Boys 8th  | 1200  | March         |
| JYMS      | Basketball: Assistant Girls 7th   | 1200  | March         |
| JYMS      | Basketball: Assistant Girls 8th   | 1200  | March         |
| JYMS      | Basketball: Head Boys 8th   | 2600  | March         |
| JYMS      | Basketball: Head Boys 7th   | 2600  | March         |

| LEVEL | ASSIGNMENT                             | AMOUNT               | Single Check |
|-------|--|----------------------|--------------|
| JYMS  | Basketball: Head Girls 7th             | 2600                 | March        |
| JYMS  | Basketball: Head Girls 8th             | 2600                 | March        |
| JYMS  | Cheerleading- Fall: 7th                | 750                  | December     |
| JYMS  | Cheerleading- Fall: 8th                | 750                  | December     |
| JYMS  | Cheerleading- Spring: 7th              | 750                  | June         |
| JYMS  | Cheerleading- Spring: 8th              | 750                  | June         |
| JYMS  | Class Coverage (per hour)              | 34.00/Hr.            | –            |
| JYMS  | Cross Country                          | 1500                 | December     |
| JYMS  | Department Chair: Exceptional Learners | 500                  | June         |
| JYMS  | Department Chair: FAPA                 | 500                  | June         |
| JYMS  | Department Chair: Language Arts        | 500                  | June         |
| JYMS  | Department Chair: Math                 | 500                  | June         |
| JYMS  | Department Chair: P.E./Health          | 500                  | June         |
| JYMS  | Department Chair: Science              | 500                  | June         |
| JYMS  | Department Chair: Social Studies       | 500                  | June         |
| JYMS  | Drama Coordinator- Fall                | 750                  | December     |
| JYMS  | Drama Coordinator- Spring              | 750                  | June         |
| JYMS  | Football: Assistant 7th                | 2649                 | December     |
| JYMS  | Football: Assistant 8th                | 2649                 | December     |
| JYMS  | Football: Head 7th                     | 3000                 | December     |
| JYMS  | Football: Head 8th                     | 3000                 | December     |
| JYMS  | History Day -Sponsor                   | 300                  | June         |
| JYMS  | History Day Coordinator                | 350                  | June         |
| JYMS  | History Day -Local and State           | 500                  | June         |
| JYMS  | History Day -Nationals                 | 750                  | June         |
| JYMS  | Intramural (per hour)                  | 18.00/Hr. 750 Max/Yr | –            |
| JYMS  | Intramural Athletic Coordinator        | 2149                 | June         |
| JYMS  | Music Program Director                 | 300                  | June         |
| JYMS  | National Junior Honor Society          | 1450                 | June         |
| JYMS  | News Coordinator                       | 1600                 | June         |
| JYMS  | Power Fluid Challenge                  | 750                  | June         |
| JYMS  | Pupil Detention Supervisor (per hour)  | 27.59/Hr.            | June         |
| JYMS  | Quiz Bowl Coach                        | 500                  | June         |
| JYMS  | Robotics Competition Sponsor           | 1400                 | June         |
| JYMS  | Science Fair Coordinator               | 250                  | March        |
| JYMS  | Science Olympiad Coordinator           | 500                  | June         |
| JYMS  | Soccer: Assistant Boys 7/8             | 1200                 | December     |
| JYMS  | Soccer: Assistant Girls 7/8            | 1200                 | December     |
| JYMS  | Soccer: Head Boys 7/8                  | 2000                 | December     |
| JYMS  | Soccer: Head Girls 7/8                 | 2000                 | December     |
| JYMS  | Spell Bowl Coach                       | 250                  | December     |
| JYMS  | Student Council                        | 1005                 | June         |
| JYMS  | Team Leaders                           | 1100                 | June         |
| JYMS  | Track: Boys/Girls 7th                  | 1500                 | June         |
| JYMS  | Track: Boys/Girls 8th                  | 1500                 | June         |
| JYMS  | Volleyball: Assistant 7th              | 1200                 | December     |
| JYMS  | Volleyball: Assistant 8th              | 1200                 | December     |

| LEVEL | ASSIGNMENT                                  | AMOUNT   | Single Check |
|-------|---|----------|--------------|
| JYMS  | Volleyball: Head 7th                        | 2649     | December     |
| JYMS  | Volleyball: Head 8th                        | 2649     | December     |
| JYMS  | Wrestling: 7th                              | 2573     | March        |
| JYMS  | Wrestling: 8th                              | 2573     | March        |
| JYMS  | Yearbook Sponsor                            | 1005     | June         |
| MHS   | Academic Coach Super Bowl: Fine Arts Music  | 1500     | June         |
| MHS   | Academic Coach Super Bowl: Fine Arts Visual | 1500     | June         |
| MHS   | Academic Coach Super Bowl: Language Arts    | 1500     | June         |
| MHS   | Academic Coach Super Bowl: Math             | 1500     | June         |
| MHS   | Academic Coach Super Bowl: Science          | 1500     | June         |
| MHS   | Academic Coach Super Bowl: Social Studies   | 1500     | June         |
| MHS   | Academic Competition Proctor                | 300      | June         |
| MHS   | Academic Competition Timekeeper             | 300      | June         |
| MHS   | Band Director                               | 5500     | June         |
| MHS   | Band, Assistant Director                    | 4000     | June         |
| MHS   | Band, Summer Lessons Assistant              | 2500     | September    |
| MHS   | Band, Summer Lessons Head                   | 2500     | September    |
| MHS   | Baseball: Assistant                         | 2700     | June         |
| MHS   | Baseball: Head                              | 5000     | June         |
| MHS   | Basketball: Assistant Boys                  | 4800     | March        |
| MHS   | Basketball: Assistant Girls                 | 4800     | March        |
| MHS   | Basketball: Head Boys                       | 12500    | March        |
| MHS   | Basketball: Head Girls                      | 12500    | March        |
| MHS   | Cadet Teaching                              | 1125     | June         |
| MHS   | Cheerleading: Assistant- Fall               | 1000     | December     |
| MHS   | Cheerleading: Head- Fall                    | 2000     | December     |
| MHS   | Cheerleading: Assistant- Spring             | 1000     | June         |
| MHS   | Cheerleading: Head- Spring                  | 2000     | June         |
| MHS   | Color Guard                                 | 3250     | March        |
| MHS   | Class Coverage (per hour)                   | 34.00/Hr | -            |
| MHS   | Class Sponsor, Juniors                      | 1400     | June         |
| MHS   | Class Sponsor, Seniors                      | 1400     | June         |
| MHS   | Choreographer                               | 3250     | June         |
| MHS   | Cross Country: Assistant Boys               | 1500     | December     |
| MHS   | Cross Country: Assistant Girls              | 1500     | December     |
| MHS   | Cross Country: Head Boys                    | 3000     | December     |
| MHS   | Cross Country: Head Girls                   | 3000     | December     |
| MHS   | Culinary Arts Catering/Event Coordinator    | 2500     | June         |
| MHS   | Dance Coach                                 | 4000     | June         |
| MHS   | Department Chair: Alternative Education     | 2500     | June         |
| MHS   | Department Chair: Art                       | 1750     | June         |
| MHS   | Department Chair: CTE/Business              | 2500     | June         |
| MHS   | Department Chair: CTE/FACS                  | 2500     | June         |
| MHS   | Department Chair: CTE/Industrial Tech       | 2500     | June         |
| MHS   | Department Chair: English                   | 2500     | June         |
| MHS   | Department Chair: Exceptional Learners      | 2500     | June         |
| MHS   | Department Chair: Guidance                  | 1750     | June         |

| LEVEL | ASSIGNMENT                            | AMOUNT     | Single Check |
|-------|---------------------------------------|------------|--------------|
| MHS   | Department Chair: Math                | 2500       | June         |
| MHS   | Department Chair: Media               | 1750       | June         |
| MHS   | Department Chair: Music               | 1750       | June         |
| MHS   | Department Chair: P.E./Health         | 1750       | June         |
| MHS   | Department Chair: Social Studies      | 1750       | June         |
| MHS   | Department Chair: World Language      | 1750       | June         |
| MHS   | Department Chair: Science             | 2500       | June         |
| MHS   | Dramatics Director                    | 4400       | June         |
| MHS   | First Robotic Challenge Asst Coach    | 2000       | June         |
| MHS   | First Robotic Challenge Head Coach    | 3000       | June         |
| MHS   | First Tech Challenge Assistant Coach  | 2500       | June         |
| MHS   | First Tech Challenge Head Coach       | 3500       | June         |
| MHS   | Football: Head                        | 12500      | December     |
| MHS   | Football: Assistant                   | 4800       | December     |
| MHS   | French Honor Society Sponsor          | 1000       | June         |
| MHS   | Golf: Head Boys                       | 3000       | June         |
| MHS   | Golf: Head Girls                      | 3000       | November     |
| MHS   | Intramurals (per hour)                | 18.00/ Hr. | –            |
| MHS   | Mock Trial Coach                      | 2000       | June         |
| MHS   | National Art Honor Society            | 1000       | June         |
| MHS   | National Honor Society Sponsor        | 1450       | June         |
| MHS   | MHS Network Director                  | 9750       | June         |
| MHS   | Newspaper                             | 1000       | June         |
| MHS   | Orchestra, Director                   | 3000       | June         |
| MHS   | Orchestra, Summer Lessons             | 2500       | September    |
| MHS   | Pupil Detention Supervisor (per hour) | 27.59/Hr.  | –            |
| MHS   | Quiz Bowl Coach                       | 2000       | March        |
| MHS   | Quiz Master                           | 705        | June         |
| MHS   | Saturday Teacher (per hour)           | 27.59/Hr.  | –            |
| MHS   | Science Fair Coordinator (local)      | 375        | June         |
| MHS   | Science Fair Coordinator (national)   | 750        | June         |
| MHS   | Science Fair Coordinator (state)      | 500        | June         |
| MHS   | Science Olympiad Assistant Coach      | 1400       | June         |
| MHS   | Science Olympiad Head Coach           | 2800       | June         |
| MHS   | Soccer Assistant Boys                 | 2100       | December     |
| MHS   | Soccer Assistant Girls                | 2100       | December     |
| MHS   | Soccer: Head Boys                     | 3750       | December     |
| MHS   | Soccer: Head Girls                    | 3750       | December     |
| MHS   | Softball: Assistant                   | 2700       | June         |
| MHS   | Softball: Head                        | 5000       | June         |
| MHS   | Sound/Light Coordinator               | 2000       | June         |
| MHS   | Spell Bowl Coach                      | 1000       | June         |
| MHS   | Spring Musical Pit Orchestra Director | 1000       | June         |
| MHS   | Spring Musical Vocal Director         | 1000       | June         |
| MHS   | Stage Manager                         | 2200       | June         |
| MHS   | Student Council Sponsor               | 2500       | June         |
| MHS   | Swimming Assistant                    | 3000       | March        |

| LEVEL | ASSIGNMENT                          | AMOUNT    | Single Check |
|-------|-------------------------------------|-----------|--------------|
| MHS   | Swimming Assistant: Diving          | 3000      | March        |
| MHS   | Swimming Head                       | 4400      | March        |
| MHS   | Swimming Pool Instructor (per hour) | 16.98/Hr. | –            |
| MHS   | Swimming Pool Supervisor (per hour) | 12.77/Hr. | –            |
| MHS   | Tennis: Boys Assistant              | 1500      | December     |
| MHS   | Tennis: Girls Assistant             | 1500      | June         |
| MHS   | Tennis: Girls Head                  | 3000      | June         |
| MHS   | Tennis: Head Boys                   | 3000      | December     |
| MHS   | Ticket Manager-MHS                  | 5958      | June         |
| MHS   | Track: Assistant Boys               | 2700      | June         |
| MHS   | Track: Assistant Girls              | 2700      | June         |
| MHS   | Track: Head Boys                    | 5000      | June         |
| MHS   | Track: Head Girls                   | 5000      | June         |
| MHS   | Unified Track                       | 2700      | June         |
| MHS   | Vocal Program Director              | 2500      | June         |
| MHS   | Volleyball: Assistant               | 4274      | December     |
| MHS   | Volleyball: Head                    | 9000      | December     |
| MHS   | WBL/SBL Assistant Coordinator       | 2500      | June         |
| MHS   | WBL/SBL Coordinator                 | 2500      | June         |
| MHS   | Wednesday School (per hour)         | 27.59/Hr. | –            |
| MHS   | Wrestling Scorekeeper               | 285       | March        |
| MHS   | Wrestling: Assistant                | 3000      | March        |
| MHS   | Wrestling: Head                     | 5500      | March        |
| MHS   | Yearbook                            | 1600      | June         |

**2022-2023**

| <b><u>Pay Cycle Begins</u></b><br><b><i>Thursday</i></b> | <b><u>Pay Cycle Ends</u></b><br><b><i>Wednesday</i></b> | <b><u>Pay Date</u></b><br><b><i>Friday</i></b> |
|--|---|--|
| 8/11/2022  | 8/24/2022   | 9/2/2022                                       |
| 8/25/2022  | 9/7/2022  | 9/16/2022                                      |
| 9/8/2022   | 9/21/2022   | 9/30/2022                                      |
| 9/22/2022  | 10/5/2022   | 10/14/2022                                     |
| 10/6/2022  | 10/19/2022  | 10/28/2022                                     |
| 10/20/2022   | 11/2/2022   | 11/11/2022                                     |
| 11/3/2022  | 11/16/2022  | 11/25/2022                                     |
| 11/17/2022   | 11/30/2022  | 12/9/2022                                      |
| 12/1/2022  | 12/14/2022  | 12/23/2022                                     |
| 12/15/2022   | 12/28/2022  | 1/6/2023                                       |
| 12/29/2022   | 1/11/2023   | 1/20/2023                                      |
| 1/12/2023  | 1/25/2023   | 2/3/2023                                       |
| 1/26/2023  | 2/8/2023  | 2/17/2023                                      |
| 2/9/2023   | 2/22/2023   | 3/3/2023                                       |
| 2/23/2023  | 3/8/2023  | 3/17/2023                                      |
| 3/9/2023   | 3/22/2023   | 3/31/2023                                      |
| 3/23/2023  | 4/5/2023  | 4/14/2023                                      |
| 4/6/2023   | 4/19/2023   | 4/28/2023                                      |
| 4/20/2023  | 5/3/2023  | 5/12/2023                                      |
| 5/4/2023   | 5/17/2023   | 5/26/2023                                      |
| 5/18/2023  | 5/31/2023   | 6/9/2023                                       |
| 6/1/2023   | 6/14/2023   | 6/23/2023                                      |
| 6/15/2023  | 6/28/2023   | 7/7/2023                                       |
| 6/29/2023  | 7/12/2023   | 7/21/2023                                      |
| 7/13/2023  | 7/26/2023   | 8/4/2023                                       |
| 7/27/2023  | 8/9/2023  | 8/18/2023                                      |

**APPENDIX C**  
**School City of Mishawaka**  
**Grievance Form**

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

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Name of Grievant: \_\_\_\_\_

Building: \_\_\_\_\_

Assignment: \_\_\_\_\_

Date Filed: \_\_\_\_\_

**STEP 1**

A. Date Cause of Grievance Occurred: \_\_\_\_\_

B. 1. Contract Provision Violated: \_\_\_\_\_

2. Relief Sought:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

C. Disposition by Principal:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

D. Position of Grievant and/or Association:

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**GRIEVANCE FORM**  
**Part II**

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

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Grievance Number: \_\_\_\_\_

Name of Grievant: \_\_\_\_\_

Building: \_\_\_\_\_

Assignment: \_\_\_\_\_

Date Filed: \_\_\_\_\_

**STEP 2**

A. Date of Appeal to Superintendent: \_\_\_\_\_

B. Grounds for Appeal:

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Grievant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Association Rep's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

C. Date, Time and Place of Meeting with Superintendent:

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D. Disposition by Superintendent:

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Superintendent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

E. Position of Grievant and/or Association:

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Grievant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Association Rep's Signature: \_\_\_\_\_ Date: \_\_\_\_\_