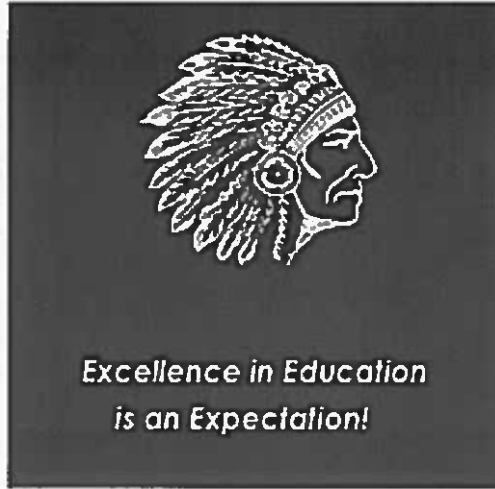


MASTER CONTRACT AGREEMENT



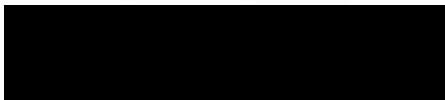
EASTERN PULASKI COMMUNITY SCHOOL CORPORATION

SCHOOL BOARD

and

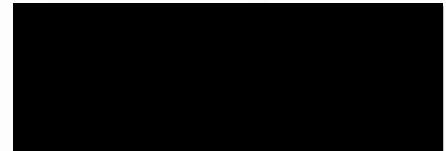
EASTERN PULASKI TEACHERS' ASSOCIATION

November 13, 2017 – June 30, 2019



President, School Board
Joe Cunningham

Date: 11-13-17



President, EPTA
John King

Date: 11-13-17

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ARTICLE 1
RECOGNITION AND EFFECT OF AGREEMENT

The Eastern Pulaski Teachers Association, hereinafter referred to as the "ASSOCIATION" is hereby recognized by the Eastern Pulaski Community School Corporation acting by and through its governing body, the Board of School Trustees, hereinafter referred to as the "SCHOOL CORPORATION" as the exclusive bargaining agent for the certified employees, excluding the superintendent, principals, assistant principals, business manager, and athletic director(s) hereinafter referred to as the bargaining unit.

If any section, article, or clause be declared illegal by a court of law, the said section, article, or clause shall be deleted from the contract to the extent it violated the law. The remaining sections, articles, or clauses shall remain in full force for the duration of the contract.

The ASSOCIATION and the SCHOOL CORPORATION both affirm that this agreement sets forth the terms and conditions to which each party agrees to be bound, and that such agreement has been reached voluntarily without undue or unlawful coercion or force by either party.

ARTICLE 2
TERM OF AGREEMENT

This agreement and all sections contained herein shall be in effect November 13, 2017 – June 30, 2018, and shall remain in effect until a new agreement is ratified by both the Association and the School Corporation.

AMENDMENT OF TERMS

The ASSOCIATION and the SCHOOL CORPORATION both agree that the terms and conditions set forth in this contract have been mutually determined to represent a complete understanding and commitment between the ASSOCIATION and the SCHOOL CORPORATION. This contract may be altered, changed, modified, added to or deleted from, only through voluntary and mutual consent of the ASSOCIATION and the SCHOOL CORPORATION in writing, executed by representatives of the ASSOCIATION and the SCHOOL CORPORATION, ratified by the ASSOCIATION and the SCHOOL CORPORATION, dated and attached to this agreement.

ARTICLE 3
SUMMER SCHOOL

Each teacher who teaches classes in Summer School shall be permitted to be absent for up to two (2) days due to personal illness, without loss of compensation and such days shall not be accumulated if unused. A Summer School teacher may not use regular school year sick leave for absence from Summer School.

ARTICLE 4
BEREAVEMENT LEAVE

Up to five (5) work days of absence, without loss of pay, commencing no later than the day after death, per each occurrence, shall be granted a teacher for a death in the immediate family to wit: spouse, parent (including step or foster parents) or parent-in-law, sibling, son-in-law, daughter-in-law, grandchild, and child (including step and foster child), and also includes people living in the home of the employee. Two days may be reserved for up to ninety (90) school days for estate-type business.

Up to three consecutive calendar days of absence, without loss of pay, commencing no later than the day after death, per each occurrence, shall be granted to a teacher for a death to include the following: grandparent.

One day per each occurrence shall be granted the teacher, without loss of pay, for a death to include the following: grandparent-in-law, aunt, aunt-in-law, uncle, uncle-in-law, niece, nephew, sister-in-law, and brother-in-law. The day may be taken one day before the funeral, the day of the funeral, or the day after the funeral. If a teacher has used all personal days, one sick leave day may be used within this category to make this provision two consecutive calendar days.

If a teacher has used all personal days, that teacher may file a written request with the Superintendent requesting one day bereavement leave for the day of the funeral for an individual close to that teacher.

ASSOCIATION LEAVE DAYS: The Association shall be granted one (1) day annually for use by the Association President, or designee, to perform work of the Association. The school Corporation shall be reimbursed by the Association for the actual costs of the substitute.

ARTICLE 5
SICK LEAVE

Each teacher shall be entitled to sick leave in the amount of ten (10) days in the first year of teaching and seven (7) days in each succeeding school year for personal or family illness. Family is defined as the teacher's spouse, children, stepchildren, parents, and wards (children for whom the teacher is the legal guardian). Family also includes people living in the home of the employee or for whom the employee is the sole guardian or caregiver. Other individuals can be counted as family for the purposes of illness leave at the discretion of the superintendent. If more than five (5) consecutive days of leave or fifteen (15) cumulative leave days in a semester are utilized, a medical statement for the absences may be required at the discretion of the Superintendent. The use of an excessive amount of illness may initiate the use of Family Medical Leave Act Leave. Unused Illness Leave days will be credited toward that teacher's accumulated balance at the close of the school year. **ACCUMULATED LEAVE MAY NOT BE USED AS TERMINAL LEAVE.**

Unused sick days may accumulate to one hundred eighty (180) PERSONAL ILLNESS (not combination sick leave) days. Unused sick leave days that exceed one hundred eighty (180) at the start of a school year will be purchased by the school corporation on the first paycheck of the school year at a rate of sixty dollars (\$60) per day in excess of one hundred eighty (180). The teacher may elect this amount to be paid to them directly or sent to their VEBA. Teachers may use annual and accumulated sick leave when absent from work due to personal illness or quarantine, without loss of compensation.

PERSONAL INJURY LEAVE: If a teacher must leave school due to an injury sustained at school within the course of employment, that specific day, and the next day if needed, will not be charged against the teacher's sick leave days.

If a teacher has accumulated one or more sick days from another public school corporation, and then becomes employed at EASTERN PULASKI COMMUNITY SCHOOL CORPORATION, there shall be added to his sick days, for the second year and each succeeding year, three sick days, until the accumulated sick days to which the teacher was entitled in his last employment are exhausted or exceed the ceiling in the paragraph above.

MATERNITY LEAVE: A teacher who is pregnant may continue in active employment as late into the pregnancy as she desires, if she is able to fulfill the requirements of her position. Temporary disability caused by pregnancy shall be governed by the following:

1. A teacher is entitled to a leave of absence, without pay, any time between the commencement of her pregnancy and one (1) year following the birth of the child. She shall notify the superintendent in writing of the expected length of this leave.
2. In case of a medical emergency caused by the pregnancy, the teacher shall be granted a leave, as otherwise provided in this collective bargaining agreement. Such leave shall be granted immediately upon her written request and the certification of the emergency from an attending physician. The teacher's intent to return shall be given at least twenty-one (21) calendar days prior to the date of return. Where possible the teacher will schedule her date of return to correspond to the beginning of a grading period.
3. All or part of a leave taken by a teacher because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available sick leave days. Beginning with the birth of the child, a teacher may be absent from her position due to temporary disability. A teacher may use her available accumulated sick leave during this temporary disability. After her available sick leave has been used, the teacher may be absent without pay, subject to provisions of this collective bargaining agreement. This leave may be taken without jeopardy to the teacher's reemployment, retirement and salary benefits. If a teacher will be absent more days than available in her accumulated days, upon request, the contract can be recalculated.
4. Upon the return to the classroom, the teacher is guaranteed a teaching position in Eastern Pulaski for which she is certified and may have the option to return to the position from which leave was taken if such position is available.

NON-BIRTHING PARENT: Any teacher whose spouse gives birth to or adopts a child may be granted an unpaid leave of absence any time between the commencement of the pregnancy or adoption and one (1) year following the birth or adoption of the child, if he/she notifies the Superintendent at least thirty (30) days before the date on which he/she wishes to start his/her leave, unless extenuating circumstances approved by the Superintendent require shorter prior notice. Such notice shall include the expected length of the leave, and a copy of the birth certificate of the newborn or applicable adoption documents. A teacher's right to Parental Leave will be coordinated with the teacher's right under the Family and Medical Leave Act and any applicable leave policies adopted by the board.

ARTICLE 6
PROVISIONS GOVERNING EXTENDED LEAVES

A teacher granted a leave of absence by the School Board, expected to extend over Sixty (60) calendar days in any school year as determined by the school calendar, shall be governed by the following:

- A. LENGTH OF LEAVE. The teacher requesting leave shall notify the Office of the Superintendent in writing as soon as reasonably possible, stating the reason for the requested leave, the requested commencement date for the leave, and either the termination date of the leave or the effective date of the teacher's resignation, whichever is appropriate.
- B. USE OF SICK LEAVE. Any teacher taking an extended leave of absence may use days of sick leave, which the teacher has accumulated, but shall be required, at the option of the SCHOOL CORPORATION to present a doctor's certificate of personal physical inability to teach to justify such use of accumulated sick leave days. Such use of sick leave shall be limited to the teacher's personal disabilities directly related to the cause of the disability or pregnancy.
- C. SALARY SCHEDULE CREDIT. Teachers returning from leave will be given one year's credit for purposes of salary schedule placement if the teacher actually taught:

- a. One hundred twenty days (120) in a school year. **Must have taught long enough to receive Effective or Highly Effective evaluation.*

This provision shall not be applied retroactive from August 1, 1979.

- D. RETIREMENT FUND. Credit toward the Teacher's Retirement Fund shall be governed by the rules of that Fund.

- E. SICK OR PERSONAL LEAVE ACCUMULATION.

- 1. Sick and personal leave shall not accumulate for a school year when the teacher did not teach.

- 2. For teachers under regular contract who do not teach the entire year:

- a. Credit for personal leave shall be based upon one day's credit for each 60 days in which the teacher taught in any given year.

- b. Credit for sick days shall be based on the following formula:

- One day of sick leave credit for each 15 days that the teacher is paid until the teacher has so secured that year's maximum sick leave credit.

- 3. Recognizing that sick and personal leave are usually credited" to the teacher as of the first day of the Fall Semester, if this policy necessitates "deducting" sick or personal days, such adjustment shall be made in the school year of the teacher's return to teaching at the SCHOOL CORPORATION, except as provided in the section governing teachers not intending to return to teaching after leave.

- F. PROVISIONS GOVERNING TEACHERS NOT INTENDING TO RETURN TO TEACHING AFTER LEAVE. In case of a teacher who does not intend to resume teaching duties with the SCHOOL CORPORATION after expiration of the requested leave:

1. The notice or request to take leave shall set forth the effective date of the teacher's resignation.
2. The teacher shall then be eligible to use accumulated leave as provided for in paragraph B above and to continue the insurance as provided for in the insurance provisions of this contract.
3. In the event of a teacher taking leave leading to resignation, if the teacher is "over-credited" with sick or personal days, the adjustment shall be made at the time of the taking of the leave, either by "deducting" such accumulated sick or personal days from the teacher's accumulated credits or, if necessary, in the teacher's final pay on a per diem basis.

ARTICLE 7 LEGAL LEAVE

If a professional employee is summoned to appear in a Court of Law or is to serve on a jury in a Court of Law, the CORPORATION shall pay the difference in compensation received and the employee's daily rate of pay. This does not apply to any teacher who files a lawsuit.

ARTICLE 8 PERSONAL BUSINESS ABSENCE

Each teacher may have at least three (3) days of each school year with pay for the transaction of personal business or to conduct personal or civic affairs. The teacher shall submit to the Superintendent through the building principal the proper forms as soon as possible before the leave is desired. Personal Business Leave days shall not be used to extend any school-recognized vacation (i.e. Not using the Friday before or the Tuesday after Labor Day to make a four-day vacation, etc.). Days may be granted/approved for compelling and imperative reasons at the discretion of the Superintendent.

Unused personal business leave shall be rolled into personal business leave days at the end of the school year up to six (6) days. Any unused personal leave days after six (6) shall be transferred to accumulated sick leave at the end of the school year.

ARTICLE 9 RETIREMENT BENEFITS

TEACHERS RETIREMENT FUND. Upon retirement, the first \$2000 of retirement benefits shall be shown on the teacher's last contract as salary for Indiana State Teachers' Retirement Fund purposes as an amount paid in contemplation of retirement pursuant to IC 5-10.2-4-3.

RETIREMENT VEBA/INSURANCE

Voluntary Employee's Beneficiary Association (on-going VEBA)

1. The Eastern Pulaski School Corporation shall contribute three hundred dollars (\$300) annually into an individual VEBA plan for each teacher hired and beginning service on or after July 1, 2006. Contributions shall be made monthly. An additional one-time only contribution of \$100 shall be made the first month a teacher receives this benefit. This one-time only contribution is provided to partially cover the fees associated with a VEBA plan.
2. Employer contributions made on behalf of the employee shall vest with the employee upon completion of five consecutive years of service to Eastern Pulaski.

3. The single investment vendor for the VEBA plan shall be determined by mutual agreement.
4. The VEBA plan's terms and conditions shall be as follows:
 - (a) The amount for each employee will be invested in a separate account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the VEBA Plan.
 - (b) Until such time that an employee has satisfied the vesting requirements in Section 2, the employee shall have no access to the assets held in his or her individual VEBA plan account.
 - (c) If an employee terminates employment before satisfaction of the vesting requirements in Section 2, the terminated employee's VEBA plan account shall be forfeited. The forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA plan accounts of those teachers hired on or after July 1, 2006. Therefore, the VEBA plan accounts of the following employees will not share in the reallocation of a forfeiture of a VEBA plan account:
 - (i) Employees who forfeited their VEBA plan accounts in the same year;
 - (ii) Employees who previously forfeited their VEBA plan accounts; and
 - (iii) Employees who have terminated employment in or before the year of the reallocated forfeiture.
5. Teachers whose positions are eliminated by a reduction in force shall not forfeit their individual VEBA account assets. Teachers who are reduced, and who are eligible for and fully vested in the VEBA plan, shall be entitled to all monies in his or her account.
6. At no time, may the VEBA make loans to a teacher, his/her spouse, or his/her dependents.
7. The school corporation shall not be paid any compensation for its services performed on behalf of the VEBA. All costs incurred in the administration of the VEBA and investment fees shall be paid from the VEBA assets.
8. Following retirement and the satisfaction of the requirements set forth in this Section, a retired teacher may use the amounts held in his/her separate VEBA account to pay health care benefits to the employee, the employee's spouse, and the employee's dependents, subject to the restrictions and limitations of the Internal Revenue Service.
9. **Group Health Insurance.** Immediately following retirement, the teacher, and his/her spouse, shall have the option of remaining in the current Corporation group health insurance plan if all of the following conditions are met as of the date of retirement and thereafter:
 - A. While the retired teacher, spouse and eligible dependents, if any, remain enrolled in the health insurance plan, the retired teacher and spouse shall pay the entire insurance premium applicable to the insurance coverage.
 - B. Within ninety (90) days of the retirement date, the teacher has provided a written request to the Board for insurance coverage for the teacher, spouse and eligible dependents, if any.
 - C. When a retired teacher first becomes eligible for Medicare, the teacher's eligibility to continue to participate in the Corporation group health insurance plan shall terminate, if not earlier terminated according to applicable law. This same termination of eligibility shall also apply when a retired teacher's spouse first becomes eligible for Medicare. It is acknowledged that the parties intend these provisions to comply with applicable federal and state laws that establish an eligible teacher's right to health insurance for the teacher and spouse, including if otherwise applicable, Indiana Code 5-10-8-2.6. Therefore, this right to extended coverage shall not override any rights to continuing health care coverage as required by COBRA.
 - D. Once this option is dropped, the participant will no longer be eligible to participate in the program.

10. **Accumulated Unused Sick Days.** At the time of retirement, the school corporation shall contribute to a teacher's individual Post Retirement VEBA (Voluntary Employee's Beneficiary Association) account as described in section 501(c)(9) of the Code, that amount equal to forty-five (\$45.00) dollars per day for each day of unused accumulated sick leave.

ARTICLE 10
SALARY AND WAGE PROVISIONS

The ASSOCIATION and the SCHOOL CORPORATION agree to the following compensation plan for November 13, 2017 – June 30, 2019 See SCHEDULE C

The salaries for extra-curricular positions are set forth in Schedules A and B of this agreement. The SCHOOL CORPORATION is not under obligation to fill any certain number of positions but will pay the compensation indicated if such positions are filled. *The number of positions posted is for informational purposes and was not negotiated.

ARTICLE 11
INSURANCE BENEFITS

Corporation shall contribute \$105 (or an amount not to exceed the total cost of a Single Vision Plan less \$1.00) annually toward a single or family vision plan.

Corporation agrees to have a dental insurance plan in place no later than October 1, 2018. It is further agreed upon during the term of this Collective Bargaining Agreement that the optional dental insurance will be solely at the expense of the Employee.

Employer shall contribute to a single health insurance plan for each full-time certified employee who elects to participate on the health insurance renewal dates as follows:

Employee: 15% -- Employer: 85%

Employees who select the family plan will contribute to a family plan in the following ratio:

Employee: 54% -- Employer: 46%

Employer shall pay all but \$1 of an \$50,000 term life insurance policy with accidental death and double indemnity benefits for each certified employee.

- Employer shall pay a per mile rate as set by the IRS on July 1, of each year to certified employees for approved school business trips.
- Employer shall pay three percent (3%) to the Indiana Teachers' Retirement Fund beginning with the 1994-95 school year.
- Employer shall pay all but \$1.00 of the cost of a Corporation-Sponsored Long Term Disability (LTD) policy for each full-time certified employee.

ARTICLE 12 PAY OPTIONS

Each teacher shall have the option of receiving 20 equal pays spread over a nine-month period or 26 equal pays spread over a twelve-month period.

All teachers will have their pay direct deposited into the bank/credit union of their choice.

In the event a scheduled holiday falls on a scheduled payday, teachers shall receive their checks on the last school day prior to the holiday; however, this clause does not apply to scheduled paydays falling during Christmas, spring, or summer recesses.

Payroll deductions shall be available to teachers for:

1. LaPorter Federal Credit Union
2. Prudential Insurance Company
3. Equitable Life Assurance Society
4. American United Life Insurance Company
5. American Fidelity Assurance
6. The company represented by the Corporation-designated administrator of Section 125
7. Northwest Mutual Life
8. United Way
9. Putnam
10. Edward Jones

Deductions may also be for other non-political purposes upon the request for such deduction by at least ten percent (10%) of the members of the bargaining unit. Deductions will be forwarded to the designated recipient on a monthly basis.

Effective July 1, 2018, teachers filling positions on extra-curricular Schedules A will have the option of receiving their compensation in one payment on their regular paycheck upon completion of their duties or having the sum divided by their number of pays. Teachers filling positions on extra-curricular Schedule B will have the choice of receiving half of their salary upon completion of half the season or in one lump sum upon completion of their "season". "Season" is defined by utilizing IHSSA practice start dates and season-ending tournaments while lower levels will be defined by the athletic schedule. It will be the responsibility of those receiving pay on Schedule A or B in any lump sum to ensure their claim form is completed, signed, and is turned into the Athletic Department for signature.

ARTICLE 13 GRIEVANCE PROCEDURE

The ASSOCIATION and the SCHOOL CORPORATION agree that grievances which arise out of an alleged misapplication or misinterpretation of this agreement, shall be resolved in accordance with the grievance procedure set forth in this article.

A teacher shall not be disciplined without just cause. A teacher shall have the right to twenty-four (24) hours notice when a conference with an administrator is scheduled for issuing a reprimand (including but not limited to verbal, written, suspension and/or dismissal) for a violation of rules, policy, or regulation unless immediate, corrective action is necessary, or unless Indiana law requires public action. The employer recognizes the right of a teacher to have an Association representative at the conference.

A teacher shall have the right to twenty-four (24) hours notice when a conference is scheduled for issuing a statement of position jeopardy or to inform a teacher of a recommendation to non-renew his contract. Before such a conference, the teacher will be informed that an Association representative may be present. However, when notice is to be given to a teacher of a recommendation to non-renew or cancel their contract based on the teacher's inability to adequately implement a corrective action plan and/or fail to meet specific criteria previously discussed/agreed upon, the parties agree this is not considered a conference and therefore no representation is required.

GRIEVANCE PROCEDURE AND ARBITRATION (Advisory)

SECTION I - DEFINITION

A grievance is an alleged violation or claimed misinterpretation of a specific article or section of this agreement. Any person or persons covered by this agreement who have allegedly been grieved upon or the EASTERN PULASKI TEACHERS ASSOCIATION may file a grievance.

SECTION II - PROCEDURE

STEP ONE

The grievant shall present the grievance in writing on the grievance form attached hereto to the Building Principal during non-teaching hours within ten (10) days of the time that the grievant knew, or reasonably should have known of the grievance.

The grievance shall: (1) Name the Employee(s) involved, (2) State the facts giving rise to this grievance, (3) Identify the specific provisions of this agreement alleged to be violated, (4) State the contention of the grievant with respect to the grievance, and (5) Indicate the specific relief requested.

Within ten (10) days after receiving the written grievance, the principal shall arrange to meet with the grievant and his/her Association representative to discuss the alleged grievance.

A. Within ten (10) days after such meeting, the principal shall give his/her written disposition to the grievant and his/her Association representative.

B. The term "day" when used herein shall mean teacher days (as that term is used in the school calendar of 185 days). During the summer recess, the term shall mean weekdays (Monday through Friday), except holidays when the Office of the Superintendent is closed.

STEP TWO

A. If the grievance is not resolved in Step One, the grievant may within ten (10) days of receipt of the principal's answer, appeal to the Superintendent by filing the grievance and the principal's answer, along with any written response of the grievant to the answer of the principal, with the Office of the Superintendent, which shall acknowledge receipt thereof.

B. Within ten (10) days of receiving the Step Two grievance form, the Superintendent, or his designated representative, shall arrange to meet with the grievant and his/her Association representative to discuss the alleged grievance.

C. Within ten (10) days after such meeting, the superintendent, or his designated representative, shall give his written disposition to the grievant and his/her Association representative.

STEP THREE

A. Within ten (10) working days after receiving the decision of the Superintendent, an appeal from the decision may be made to the Board of School Trustees. The Board shall hold a hearing of the grievance at a regular or special meeting and render its decision within thirty days of said hearing.

B. The Board may not consider any material or allegation that was not presented in Step Two.

SECTION III - HEARINGS

Hearings shall be conducted at a time and place which will afford fair and reasonable opportunity for all persons, including witnesses entitled to be present to attend. Hearings shall be conducted during non-school hours, unless there is mutual agreement for other arrangements.

SECTION IV - TIME LIMITS

A. Time limits herein may be extended only by mutual agreement, signed by the ASSOCIATION and the SCHOOL CORPORATION.

B. If there is a failure at any step to communicate the decision on a grievance within the specified time limit, the grievant shall then have the right to appeal at the next step of the procedure.

C. Any grievance not advanced by the grievant from one step to the next within the time limits, shall be deemed resolved by the answer at the previous step.

D. Any grievance already in process on the effective date of this agreement shall not be terminated, but shall be processed according to the new agreement.

SECTION V - STATE AND FEDERAL LAW

A. Nothing contained herein shall deny to any employee rights under State and/or Federal Constitutions and laws.

B. No non-tenure employee may use the grievance procedure in any way to appeal discharge or a decision by the Board not to renew such employee's contract.

C. No tenure employee shall use the grievance procedure to dispute any action by the Board which is in accordance with the State Tenure Law.

D. No employee shall use the grievance procedure to appeal any decisions of the Board or Administration if such decision is pursuant to any order or written agreement with any State or Federal Regulatory Commission Agency.

ARTICLE 14
SICK LEAVE BANK

A voluntary sick leave bank to which a teacher may contribute unused sick days and from which a contributing teacher may draw sick days when his/her accumulated sick days are exhausted will be administered according to the policies set forth in this Article.

1. The purpose of the sick leave bank is to relieve teachers from undue financial burden due to absence from work on a long-term basis as a result of a severe illness, injury, or incapacitation.
2. The sick leave bank will be administered by a committee of five teachers and the superintendent. The superintendent may cause an additional administrator to be present in an advisory capacity. The teachers shall be selected as follows:
 - a. two (2) from Eastern Pulaski Elementary School
 - b. one (1) from Winamac Community Middle School
 - c. two (2) from Winamac Community High School

The chairperson of the committee will be appointed by the president of the Eastern Pulaski Teachers' Association. The chairperson and the EPTA president will select the members of the committee. These committee appointments will require approval of the EPTA Executive Committee.

3. The sick leave bank will be administered by both the EPTA president and a representative from the Administration Building (Superintendent, Business Manager, etc.). All sick leave bank documentation will be kept in the Administration Building and will be checked by the EPTA president on a periodic basis.
4. The maximum number of days to be held in the bank shall be one hundred eighty (180). The maximum number of days to be held in the bank may be allowed to increase to allow new teachers to join and at any time. The Eastern Pulaski Community School Board and Eastern Pulaski Teachers' Association mutually agree to do so under special circumstances.
5. To enroll and be eligible for the sick leave bank, a teacher will be required to donate one (1) of their sick days every three (3) school years. First-year teachers will automatically be enrolled in the program during their first year of teaching in the Eastern Pulaski Community School Corporation without a sick day donation; however, such teachers must donate one (1) of their sick leave every three (3) school years after their first year being employed in our school corporation to remain in the program. Once a teacher is enrolled and active in the sick leave bank, they will be automatically enrolled each year (and donate a day as stated earlier) unless they choose to opt out of the program. Those wishing to opt out of the program must complete and submit an "opt out" form to either the EPTA president or to the Administration Building by October 15th.
6. Each teacher choosing to enroll in the sick leave bank must complete and submit a Sick Leave Bank Request form no later than October 15th of each school year to be eligible for that school year. Those current members wishing to opt out of the program must also complete the opt out form and submit it by October 15th of the school year.
7. If the number of days in the bank is at the maximum at the start of a school year, member teachers will not be required to donate an additional day for that year if they are scheduled to donate at that time. All active members of the program (who are up to date on donation) will remain active that school year.
8. Any days previously donated by past members (current inactive members, retired members, members who left the Corporation, etc.) will remain in the sick leave bank and be labeled as general days for accounting purposes. Once days are donated to the Sick Leave Bank they are not refundable for any reason.

9. Any contributing teacher is eligible to withdraw days from the bank if: (1) the teacher has completed the Sick Leave Bank Application and Agreement form, (2) the teacher has submitted the appropriate medical information to the Sick Leave Bank Committee that establishes a sufficiently severe physical/mental illness or injury, and (3) ~~plus~~ being absent three consecutive work days and the teacher has exhausted all accumulated sick days and personal days. A person may withdraw days only until the end of the school year. At the beginning of a new school year the teacher must have a contract to teach in the school system and re-apply to the Sick Leave bank Committee if more days are needed.

10. In consideration of the benefits of participating in the sick leave bank, each applicant for membership in the bank shall, as a condition to such application, agree in writing substantially as follows:

"I specially acknowledge and agree that the granting of days from the sick leave bank shall be at the sole discretion of the sick leave bank committee or, in the event of an appeal, the executive board of the Eastern Pulaski Teachers' Association will be final and binding and not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the Eastern Pulaski Teachers' Association and the Eastern Pulaski Community School Corporation and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against them with respect to a decision made by any of them concerning this application."

11. Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member to the sick leave bank.

12. An applying teacher may appeal the decision of the sick bank committee to the Eastern Pulaski Teachers' Association Executive Board. The EPTA Board will consider all appeals and exceptional cases which do not fit the above guidelines on an individual basis.

13. The sick leave bank committee or executive board, if called upon, may grant, deny, or suspend grants of sick days from the bank. Their judgment or decision will be final. Each applicant automatically consents to submit to a medical examination and/or review of his/her medical history if it is deemed necessary by the committee.

DATE FILED: _____

GRIEVANCE FORM

EASTERN PULASKI COMMUNITY SCHOOL CORPORATION

NAME OF TEACHER(S) SEEKING RELIEF: _____

NAME OF OTHER EMPLOYEE(S) INVOLVED, IF ANY: _____

IDENTIFICATION OF SPECIFIC PROVISIONS OF AGREEMENT VIOLATED OR MISINTERPRETED: _____

STATEMENT OF FACTS GIVING RISE TO THE GRIEVANCE AND CONTENTION OF THE GRIEVANT WITH RESPECT TO THE GRIEVANCE: _____

SPECIFIC RELIEF REQUESTED: _____

SIGNATURE OF TEACHER(S) SEEKING RELIEF

EASTERN PULASKI COMMUNITY SCHOOL CORPORATION

Winamac, Indiana

DATE

Superintendent of Schools
Eastern Pulaski Schools
Winamac, Indiana 46996

According to Article XV of the Eastern Pulaski Master Contract, each teacher employed in our schools shall be entitled to three (3) personal leave days per school year. Personal Business Leave days shall not be used to extend any school-recognized vacation (i.e. Not using the Friday before or the Tuesday after Labor Day to make a four-day vacation, Fall Break, Christmas Break, Spring Break, etc.). Days may be granted/approved for compelling and imperative reasons at the discretion of the Superintendent.

This request is for _____ day(s) of personal leave from my duties on the _____ day of _____, 20____.

Answering this question is optional. Briefly stated, the nature of my personal leave request

is: _____

Signature of Teacher

Approved by: _____ Principal _____ Date

Approved by: _____ Superintendent _____ Date

Please complete this form and return it to your principal as soon as possible in advance of leave request.

| | | | |
|---|----------------------------|----------------------|----------------------|
| FOR SCHEDULES A & B | | | |
| Years of service at a higher level position will count toward a lower level position (i.e. Two years service as the Musical Director would count as two years service should that person then take the Assistant Musical Director's position. | | | |
| With the approval of the administrator – extra curricular positions may be further subdivided among other qualified individuals not already contracted for the extra curricular category. | | | |
| New coaches/sponsors will be placed on the schedule as dictated by their years of sponsoring/coaching in any area. | | | |
| Sponsors/Coaches currently in Column 2 of the previous CBA, will remain there until they begin their sixth year and move to the "new" Level II | | | |
| Schedule A | Number of Positions at Pay | LEVEL 1 0-5 YEARS | LEVEL II 6+ YEARS |
| Drama Play Director | 1 | \$1,650 | \$2,182 |
| Musical Director | 1 | \$1,870 | \$3,614 |
| Asst. Musical Director | 1 | \$1,032 | \$1,139 |
| Musical Accompanist | 1 | \$950 | \$1,049 |
| Yearbook, High School | 1 | \$917 | \$1,010 |
| Yearbook, Middle School | 1 | \$352 | \$388 |
| Yearbook, Elementary School | 1 | \$352 | \$388 |
| Band (pep band for fb/bb, jazz band, etc.) | 1 | \$2,860 | \$3,152 |
| Asst. Music Instructor (i.e. Percussion, etc) | 1 | \$847 | \$933 |
| Middle School/High School Choir Director | 1 | \$901 | \$993 |
| Elementary Choir Director | 1 | \$901 | \$993 |
| Sophomore Class Sponsor (2) | 2 | \$490 | \$541 |

| | | | |
|--|----|---------|---------|
| Junior Class Sponsor (2) | 1 | \$490 | \$541 |
| Senior Class Sponsor | 1 | \$340 | \$374 |
| Leadership Council/Team (21) | 21 | \$770 | \$983 |
| High Student Council (2) | 1 | \$928 | \$1,019 |
| National Honor Society | 1 | \$642 | \$714 |
| Sunshine Society | 1 | \$642 | \$714 |
| Junior Honor Society | 1 | \$642 | \$714 |
| High School Future Problem Solving Coach | 1 | \$642 | \$714 |
| High School Academic Coach (9) | 9 | \$725 | \$799 |
| Middle School Academic Coach (3) | 3 | \$725 | \$799 |
| | | | |
| Schedule B | | | |
| | | | |
| Head Football | 1 | \$7,461 | \$8,226 |
| Assistant Football (3) | 3 | \$3,284 | \$3,417 |
| JV Assistant Football | 1 | \$2,686 | \$2,962 |
| 8th Grade Football (2) | 2 | \$1,235 | \$1,381 |
| 7th Grade Football (2) | 2 | \$1,235 | \$1,381 |
| | | | |
| Head Volleyball | 1 | \$5,487 | \$6,048 |
| JV Volleyball | 1 | \$2,478 | \$2,731 |
| Assistant Volleyball/Freshman | 1 | \$848 | \$936 |
| 8th Grade Volleyball | 1 | \$1,604 | \$1,771 |
| 7th Grade Volleyball | 1 | \$1,604 | \$1,771 |
| | | | |
| Varsity Girls Cross Country | 1 | \$2,176 | \$2,399 |
| Varsity Boys Cross Country | 1 | \$2,176 | \$2,399 |
| MS Boys Cross Country | 1 | \$1,238 | \$1,771 |
| MS Girls Cross Country | 1 | \$1,238 | \$1,771 |
| | | | |
| Varsity Girls Golf | 1 | \$1,960 | \$2,163 |

| | | | |
|----------------------------|---|---------|---------|
| | | | |
| Varsity Soccer | 1 | \$2,176 | \$2,399 |
| Assistant Soccer | 1 | \$867 | \$955 |
| | | | |
| Head Boys Basketball | 1 | \$7,461 | \$8,226 |
| JV Boys Basketball | 1 | \$3,369 | \$3,716 |
| 9th Grade Boys Basketball | 1 | \$2,477 | \$2,962 |
| 8th Grade Boys Basketball | 1 | \$1,604 | \$1,771 |
| 7th Grade Boys Basketball | 1 | \$1,604 | \$1,771 |
| 6th Grade Boys Basketball | 1 | \$992 | \$1,093 |
| | | | |
| Head Girls Basketball | 1 | \$7,461 | \$8,226 |
| JV Girls Basketball | 1 | \$3,369 | \$3,716 |
| 8th Grade Girls Basketball | 1 | \$1,604 | \$1,771 |
| 7th Grade Girls Basketball | 1 | \$1,604 | \$1,771 |
| 6th Grade Girls Basketball | 1 | \$992 | \$1,093 |
| | | | |
| Head Wrestling | 1 | \$3,594 | \$3,964 |
| JV Wrestling | 1 | \$2,143 | \$2,360 |
| MS Wrestling | 1 | \$1,211 | \$1,333 |
| MS Assistant Wrestling | 1 | \$743 | \$999 |
| | | | |
| Head Baseball | 1 | \$3,268 | \$3,603 |
| Assistant Baseball | 2 | \$848 | \$936 |
| JV Baseball | 1 | \$1,663 | \$1,835 |
| | | | |
| Head Softball | 1 | \$3,268 | \$3,603 |
| Assistant Softball | 2 | \$848 | \$936 |
| JV Softball | 1 | \$1,663 | \$1,835 |
| MS Softball | 1 | \$1,059 | \$1,166 |
| | | | |

| | | | |
|---|---|---------|---------|
| Varsity Boys Golf | 1 | \$2,043 | \$2,252 |
| | | | |
| Varsity Boys Track | 1 | \$3,051 | \$3,603 |
| Assistant Boys Track | 1 | \$1,597 | \$1,835 |
| Varsity Girls Track | 1 | \$3,051 | \$3,603 |
| Assistant Girls Track | 1 | \$1,597 | \$1,835 |
| MS Boys Track (2) | 2 | \$1,059 | \$1,166 |
| MS Girls Track (2) | 2 | \$1,059 | \$1,166 |
| | | | |
| Cheerleader - HS | 1 | \$1,719 | \$1,855 |
| Cheerleader - MS | 1 | \$1,238 | \$1,372 |
| | | | |
| | | | |
| Champ Club Director | 1 | \$3,100 | \$3,647 |
| Freshman Class Sponsor | 1 | \$340 | \$374 |
| | | | |
| *Number of postions was not bargained, but is included for informational purposes | | | |

SCHEDULE C

Eastern Pulaski Community School Corporation Compensation Plan

2017-18 Pay Scale

| | |
|-------|----------|
| A | \$36,000 |
| B | \$37,000 |
| C | \$38,000 |
| D | \$39,000 |
| E | \$40,000 |
| ----- | |
| F | \$41,000 |
| G | \$42,000 |
| H | \$43,000 |
| I | \$44,000 |
| J | \$45,000 |
| ----- | |
| K | \$46,000 |
| L | \$47,000 |
| M | \$48,000 |
| N | \$49,000 |
| O | \$50,000 |
| ----- | |
| P | \$51,000 |
| Q | \$52,000 |
| R | \$53,000 |
| S | \$54,000 |
| T | \$55,000 |
| ----- | |
| U | \$56,000 |
| V | \$57,000 |
| W | \$58,000 |
| X | \$59,000 |
| Y | \$60,000 |
| ----- | |
| Z | \$61,000 |
| AA | \$62,000 |
| BB | \$63,000 |
| CC | \$64,000 |
| DD | \$65,000 |
| ----- | |
| EE | \$66,000 |
| FF | \$67,000 |

Salary Range: \$36,000-\$67,000

2018-19 Salary Increase (Set raise + Yrs. Experience)
 A-E: Increase of \$1,000 + \$500 (Full increase added to base)
 F-J: Increase of \$1,000 + \$400 (Full increase added to base)
 K-O: Increase of \$1,000 + \$300 (Full increase added to base)
 P-T: Increase of \$1,000 + \$200 (Full increase added to base)
 U-Y: Increase of \$1,000 + \$100 (Full increase added to base)
 Z-DD: Increase of \$1,000 (Full increase added to base)
 EE-FF and above: Increase of \$1,000 (Stipend only- No add to base)

2. Teachers will receive raises on this model on both their evaluation (80%) and experience (20%)
Evaluation: Rated either Effective or Highly Effective
Experience: Be employed in this corporation minimum of 120 days during the previous school year
3. Teachers receiving either an Ineffective or Needs Improving shall not be eligible for a raise unless they are in their first two (2) years of teaching. A teacher receiving no raise remains at same salary as in the previous year.

Transition to New Compensation Scale (Effective 2017-18)

1. Each teacher will be converted to the new scale. Their previous salary will be moved up to the nearest level on the scale. The total raise for the 2017-18 year will not exceed \$1,000.
2. If the nearest highest scale adds up to less than a \$1,000 raise, then they shall receive a stipend for the amount to make up the difference. (Increase of pay + stipend = \$1,000)
3. If the nearest higher salary on the scale exceeds \$1,000, then the employee will stay on the lower level and receive a stipend for full raise amount (\$1,000).

New Hires

1. The superintendent shall have the authority to place a teacher on this model at no more than three rows above or below his/her salary at their previous school employer. A teacher with no experience shall be placed on Row A. If a shortage of qualified applicants occurs, the superintendent, after meaning discussion with the Association, may go beyond such listed parameters.

The \$1,000 raise (transition) will be based on the 2017-18 school year. The pay increase for the 2018-19 school year will be the listed amount plus the raise listed at the top of the column. Teachers will stay on the same scale letter and receive the above raise for the 2018-19 school year.

Redistribution Plan

Any funds otherwise allocated for teachers who were rated ineffective or improvement necessary will be 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.