

MASTER CONTRACT
BETWEEN
THE BOARD OF SCHOOL TRUSTEES
OF THE
PERU COMMUNITY SCHOOLS
AND
THE PERU COMMUNITY EDUCATION ASSOCIATION

Effective July 1, 2020 - June 30, 2021

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ARTICLE I

Section 1 - PREAMBLE

This master contract entered into by and between the Board of School Trustees of the Peru Community School Corporation hereinafter called the "Board" and the Peru Community Education Association hereinafter called the "Association."

ARTICLE II

Section 1 - RECOGNITION

- A. The Board of Education hereby recognizes the Peru Community Education Association as the sole and exclusive representative of certificated employees filling presently certificated positions with the following exclusions:
Superintendent, Assistant Superintendent and/or Assistant to the Superintendent, Executive Director of Finance and Operations, principals, associate principals, assistant principals, athletic director, guidance director, and director/principal of KEYS Academy.
- B. The Board of Education hereby recognizes the Peru Community Education Association as the sole and exclusive representative of certificated employees filling presently stipend positions with the following exclusions:
head football coach and head boys' basketball coach.
- C. Definitions
1. Association - The Peru Community Education Association and/or its authorized representatives.
 2. Board - The Peru Community School Board and/or its authorized representatives.
 3. Teacher - All school employees within the bargaining unit.
 4. I.E.E.R.B. - The Indiana Education Employment Relations Board.
- D. The Board shall not negotiate with any individual within the Unit nor negotiate with or recognize any other teachers' organization throughout the terms of this agreement.
- E. In any case of election voting between the Association and a challenging organization the Board shall remain neutral.

ARTICLE III

Section 1 - ASSOCIATION PRESIDENT RELEASE TIME

Release time of up to one full school day per month shall be granted to the Association President by the superintendent under extraordinary circumstances or in an emergency situation. The Association President and/or his/her designee shall be granted additional paid release time of six (6) total teacher days per year for legislative purposes by the Superintendent.

ARTICLE IV

Section 1 - SCOPE

The Board and Association agree to negotiate in good faith on the following items:

1. Matters pertaining to salary and wage related fringe benefits.
2. Teacher welfare
 - a. Grievance procedure
 - b. Severance
 - c. Insurance deductions, pay periods

ARTICLE V

Section 1 - GRIEVANCE PROCEDURE

A. Definitions

A grievance is a claim by a teacher or the Association in class action on behalf of a group of teachers of a violation, a misapplication or a misinterpretation of this contract. The term "day" as used in this article shall be construed to mean working days except that during the summer recess the term shall mean weekdays.

B. Confidentiality and Mutual Trust

1. It is agreed that the development and maintenance of mutual trust and confidence among participants is of paramount importance in this procedure.
2. It is further agreed that nothing contained within this article shall preclude a teacher from discussing a problem with the administration or Board in open session.
3. Both parties agree that these proceedings shall be kept confidential.
4. No reprisal of any kind shall be taken against any teacher for

utilization of the grievance procedure.

5. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file.

- C. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having it adjusted if the adjustment is not inconsistent with the terms of the contract, and the member of the bargaining unit has had the opportunity to have Association representation if desired, and a copy of the final resolution is sent to the Association by certified mail within ten (10) days of said resolution.
- D. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems. Therefore, the parties agree that the rapid processing of grievances is desirable; consequently, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. If a grievance is filed against the Superintendent or Administrative Assistant, Level One and Level Two may be by-passed if simultaneous notice is given the building principal.

E. Procedure

Level One - Informal

A member of the bargaining unit with a grievance may initiate this procedure within thirty (30) days of the alleged occurrence of the violation if known or if the employee should have known, in one of the following ways:

1. he may orally discuss the matter in his own behalf with the principal.
2. he may request that a representative of the Association accompany him when he discusses the matter with the principal.

Level Two - Formal Written Grievance

1. Within five (5) days of the oral discussion, if the grievance is not resolved, a signed grievance shall be submitted in writing, through the Grievance Committee to the principal, said written grievance to include all pertinent information necessary to process the grievance.
2. Within five (5) days after receiving the written grievance, the principal shall give his answer in writing to the grievant.

Level Three - Superintendent

1. If the grievance is not resolved at level two, the grievant may within five (5) days of receipt of the principal's answer,

- appeal in writing to the superintendent.
2. The superintendent or his designee shall within five (5) days of the appeal, meet with the grievant in an attempt to resolve the grievance.
 3. Within five (5) days after the meeting, the superintendent or his designee shall give his answer in writing to the grievant.

Level Four - Board

If the grievance is not resolved at level three, the grievant may, within ten (10) days of receipt of the superintendent's answer, appeal in writing to the Board.

The Board, upon receipt of an appeal from the grievant, shall select two dates and times for the purpose of hearing the grievance. The dates and times selected shall be within a fifteen (15) day period and the grievant shall be notified of said date and time selection in sufficient time to facilitate the hearing. The grievant shall select one of the dates and times given and notify the Board of his selection by the next working day after notification by the Board.

The Board's written decision shall be transmitted to the grievant within twenty (20) working days.

Level Five - Advisory Arbitration

1. Within ten (10) days of receipt of the decision of the Board, the grievance may be submitted to advisory arbitration. The Association shall notify the Board in writing of its intention to submit the matter to advisory arbitration within this ten (10) day period.
2. The Association and the Board shall attempt to select an arbitrator by mutual agreement. If they cannot agree on an arbitrator within five (5) days of notification, the arbitrator shall be selected according to the procedure of the American Arbitration Association. The award of the arbitrator shall be advisory only.
3. The costs of arbitration under this article shall be divided equally between the parties to the contract.
4. The arbitrator shall be limited to the provisions of the contract only.
5. Only grievances arising during the term of this contract shall be processed under this article.
6. At level five a teacher called as a witness for the Board of Education or Association during school hours will be released from regular duty without loss of compensation. The Association shall provide the name of a teacher witness to the Board at least 24 hours prior to the hearing.

ARTICLE VI

Section 1 - SICK LEAVE/FAMILY ILLNESS

Each teacher shall be entitled to be absent from work on account of illness or quarantine, or medical, dental, optometric appointments, or family illness for members of their immediate family, for a total of 10 days each year. Sick leave is cumulative to a total of one hundred thirty (130) days. Family illness leave under this article is limited to ten (10) days per school year.

The immediate family is interpreted to mean: husband, wife, child, mother, father, father-in-law, mother-in-law, brother, sister, grandparent, grandchildren, legal foster child, or step-child residing in the teacher's household.

In the event of a prolonged illness or disability of family member, the Board may grant additional days of leave. Such days shall be charged against sick leave. The use of personal business days is not a prerequisite for the granting of additional family illness leave.

If a teacher with accumulated sick leave days earned in another school corporation in Indiana signs a contract with this school system, he/she is entitled to days accumulated in the former school, up to one hundred thirty (130) days. NOTE--This applies to the last place of employment only.

Any school days lost due to an intentional tort committed by parents, students, or other citizens on school property as a result of a job-related function shall not be deducted from accumulated sick leave.

Section 2 - MATERNITY LEAVE

Any teacher who is pregnant may continue in active employment as late into 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 same provisions governing sickness and by the following:

- a) Any teacher who is pregnant is entitled to a leave of absence no longer than one year. Extensions of the original leave will only be considered for medical reasons. Requests shall be submitted to the superintendent and approved by the school board.
- b) All or any portion 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. After her available sick leave has been used, the teacher may be absent without pay, subject

to subsection (a) of this section. This leave may be taken without jeopardy to re-employment, retirement and salary benefits, tenure and seniority rights, as provided by state law.

Upon returning to work from a maternity leave within the same school year the maternity leave started, the teacher shall be granted a maximum additional ten (10) days of sick leave as needed to return to the minimum level of ten (10) days.

Section 3 - SABBATICAL LEAVE

The Board of Education shall afford up to two percent of the eligible teaching staff an opportunity to take a non-compensated sabbatical leave of absence for one year for the purpose of study in the employee's field of teaching with the Peru Community School system.

Eligibility for participation shall be based on three (3) continuous years of satisfactory service in the Peru Community School system and the applicant's anticipated contribution to the school system as may be determined by applicant's presentation relative to the following criteria:

1. The courses of study to be taken and their applicability to the system.
2. The method of implementation of the results of such study to be utilized to impart said acquired knowledge to the staff, student body, etc.
3. The method by which evaluation, analysis, etc. can be completed to ascertain the value to the system and the student body.

Section 4 - PERSONAL BUSINESS LEAVE

The parties agree two (2) paid days shall be provided for teachers to conduct personal business that cannot be conducted at other times. Teachers after two (2) consecutive years of service in the school corporation shall be granted three (3) days personal business leave.

Request for such leave shall be submitted to the principal with forty-eight (48) hours advance notice in writing, except in cases of emergency and shall state the reason as Personal Business. Up to two (2) unused personal business days may be accumulated at the end of the preceding contract year and carried over into the next contract year as personal business days. All other unused personal business days will be added to accumulated sick leave at the end of the current contract year.

Section 5 - PROFESSIONAL LEAVE DAYS

The parties agree that up to two (2) paid days may be provided for professional staff training for teachers within the Peru Community School system. Additional professional leave days may be granted at the discretion of the Superintendent and/or School Board.

Section 6 - MILITARY LEAVE

A call to active duty for any teacher will result in a leave, and a return to employment shall be governed by applicable federal laws.

Section 7 - BEREAVEMENT LEAVE

Three (3) week days of absence shall be granted to a teacher for each death in the immediate family. Said three (3) days to commence the day of or day after death, at the teacher's option. An additional two (2) days of leave shall be granted within 12 months of the death. The immediate family is interpreted to mean: father, mother, step-parents, brother, sister, husband, wife, child, step-child, foster child, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, grandchild, son-in-law, daughter-in-law, and any other person who at the time of death was living as a member of the household of the teacher. Said five (5) days granted shall be separate from sick leave and additional days may be granted by the Board of Education if requested by the teacher for cases of extreme emergency.

One additional day's absence per year shall be granted to a teacher for the purpose of attending funeral services not defined above.

Section 8 - ADOPTIVE LEAVE

An uncompensated adoptive leave shall be granted for a period of one (1) year following the placement of the child. Upon initial application for the adoption the teacher shall notify the Superintendent in writing of the intent to take adoptive leave. Except in special circumstances, final notice shall be given in writing at least thirty (30) days before the date on which the leave is to start. The period of the leave shall commence when the child is physically turned over to the teacher-parent.

Five (5) days of an adoptive leave may be with pay and shall be charged against sick leave.

A teacher returning from adoptive leave shall be returned to the school and grade level or subject area(s) as close as possible to that at which the teacher previously had been employed.

Section 9 - OTHER LEAVES

Leaves not specifically included in this agreement shall be considered by the School Board on a case by case basis.

Section 10 - TEACHERS' CHARGING OF LEAVES

Teachers on leave pursuant to this article shall not be charged for said leave on any days that school is officially closed.

Section 11 - FAMILY MEDICAL LEAVE ACT

A teacher on a FMLA leave who fails to return to work after exhaustion of FMLA days may be terminated.

Intermittent or reduced schedule leave may be taken under this section when medically necessary. Teachers seeking intermittent or reduced schedule FMLA leave must provide medical certification from the teacher's health care provider. Reduced schedule leave shall be available in half (.5) day increments.

Section 12 - VACATION DAYS

The parties agree two (2) paid vacation days shall be provided each contract year as determined by the corporation calendar.

Section 13 - CLASS COVERAGE

Teachers who are requested by the principal to cover class for another teacher will receive one day of personal leave for every seven (7) periods (Junior High or Senior High) or five (5) preps (Elementary) they cover in a given school year. Once a teacher accumulates seven (7) periods/five (5) preps covered, the teacher will turn in documentation to the principal for verification and submission to central office.

ARTICLE VII

Section 1 - JURY DUTY

The parties agree that a teacher who is selected for and serves on a jury, or is subpoenaed to appear as a witness in court within the State of Indiana shall be compensated for such service by receiving the difference between their daily rate of pay and the monies received daily for jury duty or witness fees. Monies received for travel, lodging, and meals will not be deducted from the teacher's

daily rate of pay.

ARTICLE VIII

Section 1 - SEVERANCE PAY

The parties agree that any semi-permanent or permanent teacher who shall be laid off by virtue of staff reduction shall receive severance pay in the amount of four (4) weeks' salary at the rate of pay held at the time of involuntary layoff, if not recalled by the start of the ensuing school year. A teacher accepting a teaching position in another school corporation for the ensuing year shall not be eligible for severance pay.

ARTICLE IX

Section 1 - WORKER'S COMPENSATION

In case of disability compensable by worker's compensation from assault or assault and battery while on duty, the teacher's wages shall continue at 2/3 the normal gross wage without reduction in accumulated leave until worker's compensation payment begins. Thereafter, the Board shall pay to the teacher the difference between the compensation payment plus disability insurance payments and the contractual salary of the employee without reduction of accumulated leave. If a retroactive payment is received at the initiation of worker's compensation and said payment, when added to the two-third normal gross wage being paid by the Board, is a sum greater than one hundred percent (100%) of the employee's normal wage, the employee shall rebate to the corporation the difference between the sum and the employee's normal wage. The Board payment shall cease after benefits for long term disability become payable.

ARTICLE X

Section 1 - EFFECT OF AGREEMENT

If any provision of this contract or any application of this contract to any employee or group of employees is held to be contrary to State and Federal law then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law but all other provisions and applications shall continue in full force and effect.

ARTICLE XI

Section 1 - SEPARATION PAY PLAN 401A

For the certified employee beginning employment after January 1, 2000, the Section 1(a) Severance Plan shall replace this Separation Pay Plan.

After fourteen (14) years of service in this school corporation, a teacher may receive separation pay. A teacher shall receive the greater of ninety-six dollars (\$96) per day for each unused sick day to a maximum of one hundred thirty (130) days, or two hundred dollars (\$200) per year of service within the Peru Community Schools upon separation. The chosen amount will be paid with equal payments to be made over four years.

Written notice of intent to separate shall be given by March 1 of the last academic teaching year in order for the employee to be eligible to receive the first payment in June of the same year. Notification after March 1 shall result in the first payment being made in June of the year following notification.

In cases of unforeseen circumstances, the notification requirement may be waived by the Board. Should an employee eligible for separation pay under this Article die prior to receiving his/her separation benefits, the remaining benefits shall be paid into his/her 403(b) account immediately, but in no case longer than 30 days.

Section 1(a) - SEVERANCE PLAN

The Board agrees to establish and maintain a qualified Annuity Plan (hereinafter referred to as the Severance Plan) for all certified employees on a regular teaching contract covered under this collective bargaining agreement.

The Severance Plan shall be available for all certified employees. The Severance Plan contributions shall continue each contract year. The contribution made to the Severance Plan by the Board will be one percent (1%) of the employee's salary.

Effective July 1, 2000, the maximum number of accumulated sick leave days is one hundred thirty (130). Unused sick leave days acquired after July 1, 2004, and remaining at the end of each subsequent school year above the 130-day maximum shall be paid on the second pay date after the last student attendance day in the amount of seventy-five dollars (\$75) for each day.

After fourteen (14) years of service in this school corporation, a teacher may receive separation pay. A teacher shall receive the

greater of seventy five dollars (\$75) per day for each unused sick day to a maximum of 130 days, or two hundred dollars (\$200) per year of service within the Peru Community Schools upon separation. The chosen amount will be paid with equal payments to be made over four years.

The corresponding dollar value for these accumulated days shall be offset by the Board contribution to the Severance Plan. This offset shall continue until such time as a certified employee receives a greater return from the Severance Plan than he or she would have received based on the valuation of these days on July 1, 2000.

Employer profit Sharing Money (hereinafter referred to as ERPS) and Employer Match (hereinafter referred to as ERMAT) amounts are used to calculate the amount to be distributed.

Total contributions to American Funds, Hartford and VALIC#3 that were made over the years are the board contribution amount offset for the Severance plan.

All eligible employees participating in the Severance Plan, including the employer match, shall have a six-year graded vesting schedule as follows:

<u>Years of service with Peru Community Schools</u>	<u>Vested</u>
0	0%
1	20%
2	40%
3	60%
4	80%
5	100%

The Severance Plan shall be valued in the amount of the employer contributions effective the last contracted day of employment for each eligible employee.

Eligible employees shall receive any benefits not currently in the Severance Plan in the form of four (4) equal annual payments into a Non-Elective 403(b) Plan. The first payment shall be deposited in June of the year of retirement provided notification is received by March 1. Each subsequent payment shall be made in June of each year.

The Plan shall:

- a. Be subject to all applicable Internal Revenue Service regulations.
- b. Have no contract initiation fees charged to the employee.
- c. Have no administrative or Plan Document charge to the Board.
- d. Have a vendor selected by mutual agreement of the parties to this

agreement.

Section 2 - RETIREMENT PLAN

A teacher in the Peru Community School Corporation being at least 55 years of age at the time of retirement and having not less than fourteen (14) of the most recent sixteen (16) years of service in this corporation who has not attained the age for non-reduced Social Security and was employed prior to January 1, 2000, shall receive the following:

Four thousand four hundred sixty-seven dollars (\$4,467) multiplied by the number of years until the employee is eligible for non-reduced Social Security to a maximum of seven (7) years.

Year of Birth Full Retirement Age 1943-1954 66, 1955 66 and 2 months, 1956 66 and 4 months, 1957 66 and 6 months, 1958 66 and 8 months, 1959 66 and 10 months 1960, or later 67.

For certified employees beginning employment with Peru Community Schools after January 1, 2000, the 401(a) Plan will replace the Early Retirement Plan in effect for the 1999-2000 school year. Payments for this retirement plan will be paid into the employee's non-elective 403(b) account. These employees shall become 100% vested upon completion of their fifth year at the school corporation.

Should an employee, who has given written notice of intention to retire, die prior to receiving his/her retirement benefits, the remaining benefits shall be paid to the employee's non-elective 403 (b) account.

Section 2(a) - 401(a) RETIREMENT PLAN

The Board agrees to establish and maintain a qualified 401(a) Annuity Plan (hereinafter referred to as the "401(a) Retirement Plan") for all certified employees covered under this collective bargaining agreement. The 401(a) Plan shall be available for all certified employees on a regular teaching contract who elect to contribute to the 403(b) Plan. The Board shall also maintain a 403(b) Plan (hereinafter referred to as the "403(b) Plan") for all certified employees covered under this collective bargaining agreement. The 403(b) Plan will include provisions for pre-tax salary reduction contributions which will be matched by Board contributions to the 401(a) Plan with the following limits on the Board contribution.

The 401(a) Plan contributions continue each contract year.

The contribution by the Board shall be 0.75 percent of the certified employee's salary.

The Parties agree that the 401(a) Retirement Plan and the 403(b) Plan shall replace the Early Retirement Plan in effect for the 1999-2000 school year. For those certified employees who participate in the 401(a) Retirement Plan, the Section 2 Retirement Plan will remain in effect until such time as a certified employee receives a greater benefit from the Board's contribution to the 401(a) Retirement plan, than he or she would receive under the Article XI Section 2 calculation.

The contributions to the 401(a) Retirement Plan by the Board will be counted as an offset to the amount that the certified employee would have received had he or she retired under the Section 2 Retirement Plan (Article XI Section 2).

Full retirement age is calculated based on the year the employee reaches the government stated full retirement age. The time is then calculated on a percentage based on the month of the employees' birth. (A June birthday would be .5, a March birthday would be .33).

Hartford ERMAT Total Contributions plus VALIC #2 total contributions will be offset as the .75% Board contribution.

The 401(a) Retirement Plan shall be valued in the amount of the employer contributions effective the last contracted day of employment for each eligible employee.

Eligible employees shall receive any benefits due under the Section 2 Retirement Plan and not offset in this 401(a) Retirement Plan in the form of payments into the non-elective 403(b) account in accordance with the provisions of Section 2, Article XI. These payments shall be deposited into no more than five (5) equal annual installments or until the retiree reaches full retirement age. This amount shall be paid by the end of January of each calendar year following retirement. The 401(a) Plan shall:

- a. Be subject to all applicable Internal Revenue Service regulations.
- b. Have no contract initiation fees charged to the employee.
- c. Have no administrative or Plan Document charge to the Board.
- d. Have a vendor selected by mutual agreement of the parties to this agreement.

Section 3 - RETIREMENT MEDICAL/DENTAL BENEFIT - 2003/04 TEACHERS

- a. This section shall only apply to teachers employed for the 2003/04 school year.
- b. Effective for each teacher who retires after having met the requirements of the "Rule of 85" under Indiana Code 5-10.2-4-1, the Board will contribute \$4,000 per year, until the teacher is eligible for Medicare coverage.
- c. The Board contribution shall be funded through a VEBA (501 (c) (9)) trust (HRA).
- d. The School Corporation shall also contribute .5% of the eligible teacher's salary to an individual VEBA account each school year for each eligible teacher.

Section 4 - RETIREMENT MEDICAL/DENTAL BENEFIT - 2004/05 AND THEREAFTER TEACHERS

- a. This section shall only apply to teachers who were employed after June 2004.
- b. The School Corporation shall contribute .5% of the eligible teacher's salary to an individual VEBA account each school year for each eligible teacher.

<u>Years of service with Peru Community Schools</u>	<u>Vested</u>
0	0%
1	20%
2	40%
3	60%
4	80%
5	100%

ARTICLE XII

Section 1 - PAY PERIODS

Teachers shall be paid bi-weekly in twenty-six (26) equal installments per contract year. Teachers who participated in the balloon payment program during the 2016-2017 contract year may elect to receive a "balloon" payment of all remaining pay due the first pay period following the students' last day of attendance provided that a request for "balloon" payment by an individual teacher is submitted in writing by January 5.

ARTICLE XIII

Section 1 - HEALTH INSURANCE

Plan 1

Effective October 1, 2020, the Board's contribution for a single plan will be six thousand eight hundred ninety one dollars and thirty four cents (\$6,891.34), the Board's contribution for an employee/child(ren) plan will be nine thousand eight hundred seventy six dollars and forty six cents (\$9,876.46), the Board's contribution for an employee/spouse plan will be twelve thousand seven hundred twenty eight dollars and ninety six cents (\$12,728.96), and the Board's contribution for a family plan will be sixteen thousand nine hundred forty two dollars and ninety five cents (\$16,942.95).

Plan 2

Effective October 1, 2020, the Board's contribution for a single plan will be six thousand eight hundred ten dollars and five cents (\$6,810.05), the Board's contribution for an employee/child(ren) plan will be nine thousand two hundred forty seven dollars and forty nine cents (\$9,247.49), the Board's contribution for an employee/spouse plan will be eleven thousand nine hundred twenty eight dollars and seventy three cents (\$11,928.73), and the Board's contribution for a family plan will be fifteen thousand eight hundred seventy four dollars and five cents (\$15,874.05).

Plan 3

Effective October 1, 2020, the Board's contribution for a single plan will be six thousand six hundred fifty five dollars and seventy nine cents (\$6,655.79), the Board's contribution for an employee/child(ren) plan will be eight thousand five hundred eight five dollars and forty eight cents (\$8,585.48), the Board's contribution for an employee/spouse plan will be ten thousand nine hundred twenty eight dollars and eighty cents (\$10,928.80), and the Board's contribution for a family plan will be fourteen thousand four hundred eighty nine dollars and forty three cents (\$14,489.43).

Plan 4

Effective October 1, 2020, the Board's contribution for a single plan will be six thousand one hundred sixty five dollars and twelve cents (\$6,165.12), the Board's contribution for an employee/child(ren) plan will be eight thousand two hundred twenty one dollars and seventy nine cents (\$8,221.79), the Board's contribution for an employee/spouse plan will be ten thousand four hundred twenty five dollars and forty one cents (\$10,425.41), and the Board's contribution for a family plan will be thirteen thousand eight hundred forty dollars and ninety nine cents (\$13,840.99).

The Board will contribute a five hundred dollar (\$500) one-time contribution to an employee's Health Savings Account in conjunction with the employee's selection of our High Deductible Health Plan (Plan 3 and Plan 4).

This sum will be utilized for a combined dental and medical plan. Up to one hundred fifty dollars (\$150) of the Board contribution may be utilized for a group vision care program to be made available by the Board with any excess cost to be paid by the employee. Notwithstanding the above, the insured shall be required to contribute at least one cent (1¢) per month to the premium cost.

Patient Protection and Affordable Care Act
Effective October 1, 2013, the Board's contribution for an employee/spouse plan wherein the spouse is eligible for medical insurance from his or her employer, shall be the same as the Board's contribution for a single plan.

Effective October 1, 2013, the Board's contribution for a family plan wherein the spouse is eligible for medical insurance from his or her employer, shall be the same as the Board's contribution for an employee/child plan.

Section 2 - LIFE INSURANCE

The Board will provide for one dollar (\$1) per year a one hundred thousand dollar (\$100,000) term life insurance policy.

Section 3 - LONG TERM DISABILITY

The Board shall provide a long term disability plan for bargaining unit employees. The Board will pay the total cost of the long term disability plan. This plan is to contain the following:

- 1) Qualifying period: six (6) months;
- 2) Schedule amount: sixty-six and two thirds percent (66 2/3%) of monthly pay, subject to maximum schedule amount of four thousand dollars (\$4,000) per month
- 3) Full Social Security integration to determine applicable benefits
- 4) Indiana State teacher retirement fund disability is integrated to determine applicable benefits
- 5) Other provisions as per industry standards.

Section 4 - SECTION 125

The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any bargaining unit member so

requesting. An amount not to exceed fifty percent (50%) of the salary may be set aside by the employee for the selection of benefits, under Section 125 of the Internal Revenue Code, which are non-taxable benefits of major medical, long term disability, Section 79 life, non-reimbursed medical, and dependent care. All service fees for Generation 2 shall be borne by the participants. This plan shall be effective September 1, 1993. Eligible employees shall include retired personnel who receive any early retirement stipend.

ARTICLE XIV

Section 1 - PCS COMPENSATION SYSTEM DESCRIPTION

The parties have a compensation plan that has equal differentials within the salary schedule. The scale is located in Section 2.

Teachers will qualify for an increase based on the factors of experience and evaluation. Experience will be worth 25% of the increase and defined as accruing a year of service per INPRS during the previous school year. Evaluation will be worth 75% of the increase and is defined as having not received an evaluation rating of ineffective or needs improvement in the previous school year, except those who qualify per IC 20-28-9-1.5(f) *[teachers who qualify per IC 20-28-9-1.5(f) are in their first two years in the teaching profession]*.

For 2020-2021, the scale will increase by \$1,450 at each step of the scale based on the factors of the preceding paragraph. Steps A-F will increase by the following amounts: \$550 at Step A, by \$450 at Step B, by \$350 at Step C, by \$250 at Step D, by \$150 at Step E, by \$50 at Step F based on the academic need of students for attraction of quality staff at these lower years of experience. Teachers will additionally receive a stipend up to \$550 to equal a total amount of \$2,000, between base increase and stipend amounts.

New hire placement: Letters will equate to a range of years of experience for salary placement. (A=0-2 yr, B=3 yr, C=4-5 yrs., D=6-7 yrs., E=8 yrs, F=9 yrs, etc... With the exception of A, C, and D, placement = 1 year of experience). In the case of a hard to fill position/high need, the superintendent can place a new hire on the scale up to two spots above where s/he would be placed normally with agreement by the PCEA president.

Compensation earned by a teacher on a partial contract will be awarded on a pro-rata basis.

Teachers who are evaluated as Needs Improvement or Ineffective are not

eligible to receive any salary increase and will stay at their current individual base salary, except those who qualify per IC 20-28-9-1.5(f).

Money that would have gone to a teacher rated Needs Improvement or Ineffective will be redistributed equally to the teachers who received a qualifying evaluation rating as a one-time stipend.

This Compensation Plan is effective for this school year. No increment advancement will be implemented until the next contract is negotiated.

Section 2 - SALARY

The Board will contribute the member's contribution of pay to teacher retirement throughout the term of this contract.

Salary Range for 2019-20: \$35,850 - \$65,850

Salary Range for 2020-21: \$37,850 - \$67,300

The increase will be implemented retroactively to the beginning of the school year in which the evaluation is completed.

	20-21 New Hire Placement	19-20 Salary Scale	20-21 Salary Scale		Pay Increase	Stipend
A	0-2	\$ 35,850.00	\$ 37,850.00		\$ 2,000.00	\$ -
B	3	\$ 37,100.00	\$ 39,000.00		\$ 1,900.00	\$ 100.00
C	4-5	\$ 38,350.00	\$ 40,150.00		\$ 1,800.00	\$ 200.00
D	6-7	\$ 39,600.00	\$ 41,300.00		\$ 1,700.00	\$ 300.00
E	8	\$ 40,850.00	\$ 42,450.00		\$ 1,600.00	\$ 400.00
F	9	\$ 42,100.00	\$ 43,600.00		\$ 1,500.00	\$ 500.00
G	10	\$ 43,350.00	\$ 44,800.00		\$ 1,450.00	\$ 550.00
H	11	\$ 44,600.00	\$ 46,050.00		\$ 1,450.00	\$ 550.00
I	12	\$ 45,850.00	\$ 47,300.00		\$ 1,450.00	\$ 550.00
J	13	\$ 47,100.00	\$ 48,550.00		\$ 1,450.00	\$ 550.00
K	14	\$ 48,350.00	\$ 49,800.00		\$ 1,450.00	\$ 550.00
L	15	\$ 49,600.00	\$ 51,050.00		\$ 1,450.00	\$ 550.00
M	16	\$ 50,850.00	\$ 52,300.00		\$ 1,450.00	\$ 550.00
N	17	\$ 52,100.00	\$ 53,550.00		\$ 1,450.00	\$ 550.00
O	18	\$ 53,350.00	\$ 54,800.00		\$ 1,450.00	\$ 550.00
P	19	\$ 54,600.00	\$ 56,050.00		\$ 1,450.00	\$ 550.00
Q	20	\$ 55,850.00	\$ 57,300.00		\$ 1,450.00	\$ 550.00
R	21	\$ 57,100.00	\$ 58,550.00		\$ 1,450.00	\$ 550.00
S	22	\$ 58,350.00	\$ 59,800.00		\$ 1,450.00	\$ 550.00
T	23	\$ 59,600.00	\$ 61,050.00		\$ 1,450.00	\$ 550.00

U	24	\$ 60,850.00	\$ 62,300.00		\$ 1,450.00	\$ 550.00
V	25	\$ 62,100.00	\$ 63,550.00		\$ 1,450.00	\$ 550.00
W	26	\$ 63,350.00	\$ 64,800.00		\$ 1,450.00	\$ 550.00
X	27	\$ 64,600.00	\$ 66,050.00		\$ 1,450.00	\$ 550.00
Y	28	\$ 65,850.00	\$ 67,300.00		\$ 1,450.00	\$ 550.00

Section 3 - ADDITIONAL COMPENSATION

A teacher may apply to teach an additional section. Said section would be taught during a teacher's prep time or outside the teacher's regular working day. A teacher teaching an additional section shall be compensated at a minimum of 1/12 of the lowest base salary up to a maximum of 1/12 of the highest base salary depending on the academic needs and financial resources of the corporation. Amount to be paid for said position will be indicated when position is communicated.

Grant money can be used to pay stipends to staff for professional development activities supported by the grants and requiring staff participation on non-contract days. In order to facilitate a consistent approach to stipends offered to staff involved on non-contract days in these professional development activities supported by a specific grant, the following stipend amounts will be paid:

- A. Participation in out-of-school, in-house corporation required training or voluntary external training approved by the School Board or the Superintendent - \$50 for a half day training (under 4 hours) and \$100 for a full day training (4 to 8 hours)
- B. Participation in a collegial study group for the purpose of preparing a product for use (curriculum writing or development) paid at the teacher's individual hourly rate per contract based on a 7.75 hour day, but no less than \$25/hour.
- C. Corporation-required external training will be reimbursed at \$150/day, and the corporation will pay all fees for said training.

Section 4 - GRANT FUNDS

Grant funds may be used to recruit or retain teachers as permitted by law. The funds may be disbursed after discussion with Peru Community Education Association.

Tuition payment will be paid directly to the college or university of up to \$500 per credit hour for coursework toward licensing for advanced placement or dual credit subject matter or for coursework toward licensing requested by the superintendent in subject areas of need. Funding will be exclusively from grant monies, if available. This is subject to a maximum of \$1500 per teacher per school year.

Section 5-BACKGROUND CHECKS

The school corporation shall pay the cost of any and all expanded criminal history checks and expanded child protection index checks that are required by the school corporation or per IC 20-26-5-10.

ARTICLE XV

Section 1 - EXTRA-CURRICULAR

The extra-curricular salary schedule is based on \$37,850. The number of positions was not bargained and is for informational purposes only.

Title	Increment	#
ACADEMICS		
Academic Competition Coordinator	0.025	1
Science Olympiad, high school	0.025	2
Spell Bowl Coach, high school	0.025	2
Super Bowl Coach, high school	0.035	6
Elementary/Junior High Academic Competition	0.025	5
Science Olympiad, junior high	0.025	1
Band Director, high school (includes talent show)	0.140	1
Band/Music Assistant	0.083	1
Band Director, junior high	0.090	1
Band Director, high school (summer)	0.020	2
Band Director, junior high (summer)	0.010	1
Choral Director, high school (includes talent show and plays)	0.125	1
Choral Director, junior high	0.090	1
Blair Pointe Choir	0.048	1
Tigerettes Coach	0.048	1
Class Sponsors, high school:		
Senior	0.025	2
Junior	0.025	2
Sophomore	0.015	2
Freshman	0.010	2
Drama Coach, high school (2 productions)	0.111	1
Drama Coach, high school assistant	0.048	1
Driver Education, high school summer (non-credit)	0.160	
FBLA (Future Business Leader of America)	0.035	1
FCCLA (Family, Career, and Community Leaders of America)	0.010	1
Head Guidance Counselor 7-12	0.100	1

Head Teachers	0.035	1
National Honor Society Sponsor, high school	0.025	1
National Honor Society Sponsor, junior high	0.020	4
Newspaper Sponsor, high school	0.042	1
Speech Coach, high school	0.112	1
Speech Coach, high school assistant	0.056	1
Student Council Sponsor, high school	0.035	2
Student Council Sponsor, junior high	0.020	1
Traveling Teacher	0.021	7
Variety Show Director, junior high	0.028	1
Yearbook Sponsor, high school	0.042	1
Yearbook Sponsor, junior high	0.035	1
Radio TV Broadcast director	0.042	1

ATHLETICS

Baseball

Varsity Coach	0.140	1
Varsity Assistant Coach	0.075	1
Junior Varsity Coach	0.075	1
Junior Varsity Assistant Coach	0.062	1
Junior High Coach	0.049	1
Junior High Assistant Coach	0.031	1

Basketball

Boys' Varsity Assistant Coach	0.111	1
Boys' Junior Varsity Coach	0.111	1
Boys' Freshman Coach	0.097	1
Boys' Eighth Grade Coach	0.070	1
Boys' Eighth Grade Assistant Coach	0.048	1
Boys' Seventh Grade Coach	0.070	1
Boys' Seventh Grade Assistant Coach	0.048	1
Elementary Coach	0.042	4
Girls' Varsity Coach	0.155	1
Girls' Varsity Assistant Coach	0.111	1
Girls' Junior Varsity Coach	0.111	1
Girls' Freshman Coach	0.097	1
Girls' Eighth Grade Coach	0.070	1
Girls' Eighth Grade Assistant Coach	0.048	1
Girls' Seventh Grade Coach	0.070	1
Girls' Seventh Grade Assistant Coach	0.048	1

Cheerleaders

High School Cheerleader Coach	0.093	1
High School Cheerleader Assistant Coach	0.031	1
Junior High Fall Cheerleader Coach	0.031	1
Junior High Winter Cheerleader Coach	0.031	1

Cross Country

Head Boys' Varsity Coach	0.083	1
Boys' Assistant Coach	0.042	1

Head Girls' Varsity Coach	0.083	1
Girls' Assistant Coach	0.042	1
Junior High Coach	0.042	1
Junior High Assistant Coach	0.031	1
Elementary Coach	0.015	1
Football		
Varsity Assistant Coach	0.111	2
Junior Varsity Coach	0.111	1
Junior Varsity Assistant Coach	0.111	1
Freshman Coach	0.097	1
Freshman Assistant Coach	0.056	1
Eighth Grade Coach	0.056	1
Eighth Grade Assistant Coach	0.042	1
Seventh Grade Coach	0.056	1
Seventh Grade Assistant Coach	0.042	1
Elementary Coordinator	0.033	1
Elementary Coach	0.031	2
Golf		
Boys' Varsity Coach	0.097	1
Girls' Varsity Coach	0.097	1
Boys' Assistant Coach	0.056	1
Girls' Assistant Coach	0.056	1
Junior High Coach	0.049	1
Gymnastics		
Varsity Coach	0.097	1
Assistant Coach	0.042	1
Intramural		
Elementary Volleyball Coordinator	0.033	1
Elementary Basketball Coordinator	0.081	1
Soccer		
Boys' Varsity Coach	0.097	1
Boys' Assistant Coach	0.056	1
Girls' Varsity Coach	0.097	1
Girls' Assistant Coach	0.056	1
Junior High Coach	0.049	1
Junior High Assistant Coach	0.031	1
Softball		
Varsity Coach	0.140	1
Varsity Assistant Coach	0.075	1
Junior Varsity Coach	0.075	1
Junior Varsity Assistant Coach	0.068	1
Junior High Coach	0.049	1
Junior High Assistant Coach	0.031	1
Tennis		
Boys' Varsity Coach	0.097	1
Boys' Varsity Assistant Coach	0.056	1
Girls' Varsity Coach	0.097	1

Girls' Varsity Assistant Coach	0.056	1
Junior High Coach	0.049	1
Junior High Assistant Coach	0.031	1
Track and Field		
Boys' Varsity Coach	0.097	1
Boys' Varsity Assistant Coach	0.056	1
Girls' Varsity Coach	0.097	1
Girls' Varsity Assistant Coach	0.056	1
Junior High Head Coach	0.049	1
Junior High Assistant Coach	0.031	3
Volleyball		
Varsity Coach	0.140	1
Junior Varsity Coach	0.065	1
Freshman Coach	0.056	1
Eighth Grade Coach	0.049	1
Eighth Grade Assistant Coach	0.028	1
Seventh Grade Coach	0.049	1
Seventh Grade Assistant Coach	0.028	1
Elementary Coach	0.031	2
Wrestling		
Varsity Coach	0.140	1
Varsity Assistant Coach	0.075	1
Junior Varsity	0.042	2
Junior High Coach	0.035	1
Junior High Assistant Coach	0.025	1
SUPPORT		
Adm. Assistant for Athletics	0.090	1
Concessions (7-12)	0.090	1
Athletic Trainer	0.250	1
Auditorium Manager	0.110	1
Golden Guard Sponsor	0.055	1
Ticket Manager (9-12)	0.049	1
NON-INDEXED		
Team Leaders	\$500	9
Data Coaches	\$750	
Dual Credit or Advanced Placement, per period, maximum of \$2,000/semester	\$500	
Boys' Sports Fitness Center Coordinator, stipend	\$2,000	
Girls' Sports Fitness Center Coordinator, stipend	\$2,000	
Handle with Care Coordinator	\$500	
Four Star Stipend	\$600/\$1200	

Extended contracts are based on the individual teacher's base salary daily rate, not the minimum salary.

Guidance Counselor	0.081
HS Communication Lab	0.016
HS Construction Lab	0.016
HS Manufacturing Lab	0.016
HS Transportation Lab	0.016
School Printing	0.108
Literacy Coordinator	0.054
Librarian	0.054
KEYS Coordinator	0.054
Intern Coordinator	0.098
Teacher Trainer	0.081
Assistant to the Principal	0.108

Thursday School, FAST, CARDS, EAGLES, and After School Workshop at the Junior High, High School Remediation, Homebound Instruction will be paid at the teacher's individual hourly rate per contract based on a 7.75 hour day, but no less than \$25/hour.

DEPARTMENT CHAIRS HIGH SCHOOL

- Department Chair Math
- Department Chair English
- Department Chair Foreign Language
- Department Chair Special Education
- Department Chair Physical Education
- Department Chair Social Studies
- Department Chair Music
- Department Chair Science
- Department Chair Business
- Department Chair Industrial Arts
- Department Chair Family/Consumer Science
- Department Chair Art

1. Compensation-- \$50 per teacher coordinated (includes department chairperson).

Any teacher teaching four or more classes in one department will be considered full time in that department. Any supervisor of a part-time teacher who would receive additional release time if said teacher were counted as full time per paragraph two above will instead receive additional compensation for one semester computed as 1/12 regular salary times the number of periods taught by said teacher divided by 6.

Special Education Teachers

Release time for preparation of IEP's and/or case conferences as scheduled by the administrator will be provided as needed. Additional time prior to the beginning of the school year may be granted at the recommendation of the building principal and approved by the Superintendent or designee for the purpose of preparation to meet the academic needs of the students for the first day of school at the teacher's per diem rate.

Mentor Teacher

A stipend of \$600 paid as follows: \$200 end of first semester (first year); \$200 end of second semester (first year); and \$200 upon interns completion of second year requirements.

Non-teaching Duties

After the conclusion of the normal working day, teachers may be employed as necessary to staff the activity and be paid a minimum of \$20.00 per activity.

Section 2 - VIRTUAL COMPENSATION PLAN

- The following additional compensation will be for the 2020-2021 school year and must be negotiated hereafter.
- One day will equal up to \$200 for virtual work for first semester and second semester. There will be a limit of up to \$42,000 per semester for compensation given.
 - Category A: High School-Canvas (AP and electives; all non e-2020)-hybrid virtual and in-person
 - Paid rate of 1 day per semester for each hybrid course (up to \$200/course)
 - HS/JR teachers will be in Category A
 - Category B: Jr. High School-hybrid virtual and in-person
 - Paid rate of 4 days per semester (up to \$800)
 - Category C: Elementary grade level-hybrid virtual and in-person
 - Paid rate of 5 days per semester (up to \$1000)
 - Category D: Elementary specials-hybrid virtual and in-person
 - Elmwood: Paid rate of 1 day per semester (up to \$200)
 - Blair Pointe: Paid rate of 1.5 day per semester (up to \$300)
 - Category E: Elementary special education-hybrid virtual and in-person
 - Paid rate of 1 day per semester (up to \$200)

- o Category F: This would include e2020 and any who did not fall into Category A-E.
 - Paid rate of 1 day per semester (up to \$200) for additional work, even if not holding a dual virtual/in-person classes.
- Stipends payable on Friday, December 11th and Friday, April 30th as a separate check. The stipends are a gross amount.
- Each teacher will verify with their principal and to the central office the number of virtual courses each semester.
- A teacher can only be paid from one category per semester.
- If the corporation goes virtual/remote for 51% of the semester (student days) all teachers would only qualify for Category F.

ARTICLE XVI

Section 1 - TERM OF AGREEMENT

This agreement shall be in effect from July 1, 2020 through June 30, 2021.

If a successor agreement has not been reached by the termination date of this contract, this agreement shall remain in effect until a successor agreement has been negotiated.

Whenever any notice is required to be given either of the parties to this contract to the other party, either shall do so by certified mail at the following address:

If by the Board to the Association - Scott Thompson
3535 E. 100 N.
Peru, IN 46970

If by the Association to the Board - Ron Mullett
35 W. 3rd St.
Peru, IN 46970

This contract is so attested to by the parties whose signatures appear below:

Board of School Trustees of
Peru Community Schools

Peru Community Education
Association



President of Board



President of Association



Secretary of Board



Secretary of Association

11/10/2020

Ratification Date by Board

10-29-2020

Ratification Date by Association

PERU COMMUNITY SCHOOLS
SICK LEAVE BANK

It is agreed, and is the specific intent of the parties that on a limited basis excluded from the contract, a sick leave bank has been established. The period commenced September 15, 1981, at which time the plan commenced operation.

The sick leave bank provisions as written herein shall not be subject to any grievance procedure normally associated with, or part of collective bargaining and shall not be incorporated into the contract. However, they may be placed at the back of the contract booklet for easy reference and access during this period thereby promoting staff familiarization and cognizance so as to give the sick bank a fair opportunity for acceptance.

The sick leave bank will be established if 70% of all teachers employed in the Peru Community Schools on September 15, 1981, make voluntary written application through the Association who shall bear the responsibility and liability for all phases and administration of the sick leave bank. The Association shall provide certified copies of the application with actual signatures thereby certifying to the Board that the plan is ready to commence. Failure to submit such a list by October 1, 1981, shall close the enrollment period until October 1, 1982, at which time a like enrollment period shall apply as called for in the provisions herein. All applications made during the period of prior sick leave banks shall be honored for the purpose of this application period.

Once the criteria for sick leave bank commencement is met, one day shall be transferred from available sick leave of each teacher who has made application and shall be transferred to the sick leave bank. Days once transferred are not returnable to the teacher and may only be used in conjunction with the terms and conditions of the sick leave bank. Said transferred days shall also not apply toward retirement or any other credit as previously, continuously, or subsequently offered by the Peru Community Schools to its employees, but shall remain a part of the bank until subsequent agreement, if any, between the parties or the dissolution of the bank at which time the school board shall decide as to the disposition of any remaining days retained by the sick bank.

Benefits from the bank shall only be granted under the following conditions:

1. Each teacher who makes application to participate in the sick leave bank shall be bound to contribute one day and only

- teachers who have contributed days shall be permitted to receive any benefit from the bank.
2. Benefits granted are loans to be repaid and not grants.
 3. The teacher requesting such loan is a voluntary participant and duly noted as such in the records of the Association and the administration.
 4. All individual sick leave and personal business leave has been exhausted.
 5. No leave shall be granted retroactively and all leave shall be approved by the Association sick leave bank administrator and PCEA President.
 6. Leave may only be granted for the specific serious personal illnesses or injury resulting in complete physical inability to perform any normal work function.
 - a. Each teacher requesting a loan of bank days shall present written documentation to the sick leave bank administrator and PCEA President by the teacher's licensed physician or surgeon verifying the inability to perform normal work functions.
 - b. Pregnancy or post pregnancy itself is not a reason to be granted use of the sick leave bank. The person requesting the leave for pregnancy/post pregnancy must present written documentation to the sick leave bank administrator and PCEA President by the teacher's licensed physician or surgeon verifying the inability to perform normal work functions.
 7. Benefits granted shall not exceed twenty (20) days at any given time.
 8. Benefit repayment by teachers receiving benefits from the sick leave bank shall be required as follows:
 - a. Repayment shall be on a day reimbursed for a day received basis until all days received have been repaid.
 - b. Effective July 1, 2004, all outstanding borrowed days and all future borrowed days shall be repaid according to the following guidelines: Repayment shall begin the school year following the date that the days were borrowed. The borrower shall return the borrowed days at a minimum rate of two (2) days per school year. All days that are borrowed must be repaid within eleven (11) years of the time of borrowing. By May 15 of each school year the sick bank administrator will send notice to the borrowers noting that on July 1 of that year, two (2) days of accumulated sick leave shall be taken from their accumulated total and repaid to the sick leave bank. If the borrower would like to pay back more than two (2) days on any given year, he/she may do so by sending written notice to the sick bank administrator. A person that borrows from the sick leave bank may not borrow for an unrelated illness or injury until at least half of the days

borrowed have been repaid to the sick leave bank. Days borrowed for a specified illness and not used for that specific illness must be returned to the sick leave bank at the end of the current school year. If a person leaves the corporation for any reason and has not paid back their sick leave days, then all accumulated personal illness days shall be returned to the sick leave bank as payment for borrowed days.

9. The sick leave bank shall have a maximum total of 260 days and no new enrollment period shall commence until said number of days on account in the bank decreases to below 100 at which time a new enrollment period may create a new maximum of 260 days total. New enrollment will commence only after depletion below 100 days has been certified by an officer of the Association to the Superintendent's Office. Twice a year there will be a meeting of the PCEA sick bank administrator and the superintendent or his/her designee. The first meeting shall occur by September 15 to verify current list of participants and current list of those who have loans, re-payment schedule, and sick leave bank total. The second meeting shall occur on or before May 15 for the purpose of verifying the list of participants, the current list of those who have loans, re-payment schedule, and sick leave bank total. All administration, responsibility and liability shall rest with the Association at all times incident to this agreement. Said enrollment period shall extend for a period of 15 days from the date of certification to the Superintendent's Office. New teachers may enroll in the bank at any time within 15 days of commencement of employment.
10. The Association agrees that it shall hold the Board, its officers, members, the Superintendent, Business Manager, and all other administrative and other management and clerical employees harmless from all tort liability, contractual liability, or other legal responsibility for actions taken or not taken in reliance upon information furnished by the Association or due to the Association's administration of said sick bank. Further, the Association shall indemnify the Board for all suits, judgments, awards, damages, and legal costs, fees, etc. as may be incurred as a result of the establishment and/or implementation of the sick bank.
11. Each member of the sick bank agrees that it, too, shall hold the Board, its officers, members, the Superintendent, Business Manager, and all other administrators and other management and clerical employees harmless from all tort liability, contractual liability, or other legal responsibility for actions taken or not taken in reliance upon information furnished by the Association or due to the

Association's administration or participant's action relative to said sick bank. Further it is agreed and understood that the employee's sole course of action for any matter relative to the sick bank shall be against the Association only.

Approved this _____ day of _____, 20__.

By P.C.E.A. _____

By PERU COMMUNITY SCHOOLS _____

SICK LEAVE BANK PARTICIPATION APPLICATION

This, the _____ day of _____, 20____,

I, _____ do certify that I was gainfully employed by the Peru Community Schools on 9-15-81 and do wish to voluntarily contribute one (1) day of my accumulated sick leave to the sick leave bank.

I understand that once transferred, this day shall be non- returnable to me and shall be used in accordance with the terms and conditions as outlined in the agreement on sick leave bank and such other terms not inconsistent therewith as may be established by the Association.

Further, I understand that this agreement on sick leave bank is not part of the negotiated agreement and therefore not grievable. I also understand that my signing of this application gives my consent that the Peru Community Education Association did have authority on my behalf and by my authorization to enter into such trial agreement with the Peru Community Schools and I, by my signature, do agree to be bound by the terms of the agreement as reached between the PCEA and the Peru Community Schools.

Further, I understand that the PCEA shall have the responsibility for administering the sick leave bank and shall be solely responsible for all liability as may accrue from said administration.

I understand that any disputed claim shall finally be determined by majority vote of the total membership of the sick leave bank and the decision as results from such vote shall be final and binding upon all participants and the Association.

Signed _____

Date _____

Peru, Indiana

The undersigned borrower, _____
promises to pay to the Peru Community Education Association Sick
Leave Bank _____ (____) day(s) as stated in
condition 8(b) of the Sick Leave Bank Agreement. I agree to
repay _____ (____) day(s) per year. First payment
(minimum two) (minimum 2)
is due at the beginning of the _____ school year.

By signing below, the borrower agrees to the above terms and
conditions.

Signature of Borrower _____

Address of Borrower _____

SICK LEAVE BANK APPLICATION FOR LOAN

Name: _____

Home Address: _____ Home Phone: _____

School and grade level: _____

Number of years teaching Peru Community Schools: _____

Total years teaching experience: _____

Number of sick days used during the last school year: _____

Personal days used last school year: _____

Sick days used this current school year: _____

Personal days used this current school year: _____

How many years do you plan to remain teaching in the Peru Community Schools? _____

Number of sick days remaining: _____

Number of personal days remaining: _____

If you leave the Peru Community Schools or retire, do you agree to repay the Sick Leave Bank the unpaid balance of days you owe with the sick days and/or personal days you have accumulated?

Number of sick days requesting from the bank: _____

Signed Date

Printed Name

Physician's Name: _____

Address: _____

Phone: _____

Attach physician's written documentation

DO NOT WRITE BELOW THIS LINE

Loan Approved Yes
 No *

* If No is indicated on the form above, the following reason(s) provided:

Signed Date

Sick Bank Leave Administrator

PCEA President