

**BEFORE THE  
BOARD OF SCHOOL TRUSTEES  
WHITKO COMMUNITY SCHOOL CORPORATION**

**IN THE MATTER OF THE BOARD OF )  
SCHOOL TRUSTEES CONSIDERATION )  
OF THE WHITKO CLASSROOM )  
TEACHERS ASSOCIATION )  
GRIEVANCE )**

**DECISION**

This matter was presented to the Board of School Trustees (“Board”) of Whitko Community School Corporation (“Whitko”) pursuant to Article V(B)(3) of the Agreement Between the Whitko Community School Corporation and the Whitko Classroom Teachers Association 2023-25 (“CBA”):

If, after carrying out the procedures as spelled out in B-2 immediately above, the grievant and the Association Committee still feel that the grievant has not gained satisfaction, the grievant or designee is to make an appointment to appear at the next regularly scheduled meeting of the Board which occurred at least ten (10) days after the superintendent has made a written decision, and the grievance is to then be presented in front of that body. The Board’s decision of the grievance is to be final, unless after said decision the grievant and the Association Committee feel that the Board has acted illegally in which case, the grievant has recourse to legal action, as has any citizen in the normal process of law.

This matter was heard by the Board of School Trustees at its regularly-scheduled meeting on August 19, 2024, at the Whitko Career Academy 710 SR-5, Larwill, IN 46764. All five members of the Board—President Annette Arnold, Vice President Georgia Tenney, Secretary Scott Werstler, Member Deb Thomas, and Member Lynn Studebaker—were present and participated in the hearing and consideration of this matter.

The Board heard statements from Antimony Fox, President of the WCTA, and arguments from the WCTA’s counsel in addition to statements from Lynn Leininger.

The Administration was represented by Lynn Leininger. The WCTA was represented by Eric Hylton of Riley Bennett Egloff LLP. Jonathan Mayes of Bose McKinney & Evans LLP served as the Board’s counsel and facilitator of the proceeding. Mr. Mayes advised the Board as a private attorney and was not a decision-maker in this matter.

The WCTA submitted four (4) exhibits for consideration:

- A. Grievance Form dated June 5, 2024;
- B. A response to the Grievance Form;
- C. The CBA; and
- D. Sick Leave Bank form.

Based on the statements and documents presented to the Board, the Board decides as follows:

1. Dawn Rummel began her employment with Whitko in February 2020.
2. On May 7, 2024, Ms. Rummel requested leave, and Whitko granted that leave.
3. Ms. Rummel exhausted all remaining sick and personal leave on May 9, 2024.
4. On May 16, 2024, Ms. Rummel provided her request for unpaid leave under the Family and Medical Leave Act, which Whitko also approved.
5. On May 23, 2024, Ms. Rummel first requested leave under the Sick Leave Bank, which is governed by Article IV, Section A(2) and Appendix C of the CBA.
6. Ms. Rummel requested 18 days of Sick Leave Bank leave, but because she had sick and personal leave to use, the days without pay during her FMLA leave was 14.5 days.
7. The CBA says in Appendix C, “A teacher who does not voluntarily donate one (1) day of sick leave is not qualified to receive benefits from the program.”
8. Appendix C of the CBA further states, “Applicants must have been donating members of the bank prior to the time of need.”
9. Whitko searched its records and has no record of Ms. Rummel donating a single day to the bank.
10. A search by the Whitko business office relays that Ms. Rummel is the only teacher to believe she is in the Sick Leave Bank but never donated a sick leave day.
11. Whitko denied Ms. Rummel’s Sick Leave Bank request on May 23, 2024,<sup>1</sup> because there was no proof she donated a sick leave day.
12. The WCTA filed a grievance under Article V(B) of the CBA. Levels 1 and 2 of the grievance process in Article V(B)(1) & (2), respectively, were completed, and the grievance was denied at both levels. The WCTA then exercised its rights under Article V(B)(3) to be heard by the Board.
13. During the grievance process and before the Board, the WCTA did not offer any proof Ms. Rummel donated any sick leave days.
14. When onboarding new staff, Whitko created a form to aid in administration of benefits. (Exhibit D)
15. The form states, “I will donate (1) day and become automatically enrolled in the Sick Bank.” But the form does not underscore the clear CBA language regarding donation of days.

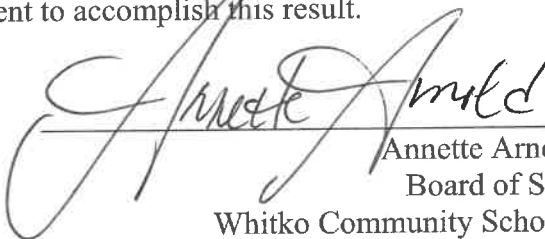
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<sup>1</sup> Dr. Tom Edington joined Whitko as Interim Superintendent on May 30, 2024.

16. Exhibit D is not part of the CBA.

17. So that Whitko may resolve this dispute, provide relief to a teacher who was on approved FMLA leave, and update its form, the administration recommended approving the grievance by providing Ms. Rummel with 15.5 days of Sick Leave Bank leave from which one sick day is donated to the bank.

By a unanimous vote, the Board of School Trustees of the Whitko Community School Corporation at its August 19, 2024, duly-noticed public meeting approved the WCTA grievance, in part, by providing Ms. Rummel with retroactive sick leave bank days of 15.5, with one day subtracted as a donation to the sick leave bank, and authorize legal counsel to prepare a decision of the Board signed by the Board President to accomplish this result.

A handwritten signature in cursive script, reading "Annette Arnold", is written over a horizontal line.

Annette Arnold, President  
Board of School Trustees  
Whitko Community School Corporation