2025-2026
Master Agreement
between the

East Porter
Federation of Teachers,
AFT #4634, IFT, AFL-CIO

and the

EAST PORTER COUNTY
SCHOOL CORPORATION

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Agreement Between
***the* East Porter County School Corporation**
and
***the* East Porter Federation of Teachers**

Article I
Recognition and Definitions

A. The East Porter County School Corporation hereby recognizes the East Porter Federation of Teachers as the exclusive representative of all members of the bargaining unit.

B. The Parties agree to the following definitions:

The term "Teacher" when used in this Agreement shall refer to all certificated personnel employed as teachers as defined by I.C. 20-18-2-22 by the East Porter County School Corporation except the Superintendent,Assistant Superintendent, Principals, Assistant Principals, and Athletic Directors. The bargaining unit is composed of all teachers and is subject to change at any time by order of the Indiana Education Employment Relation Board.

1. For the purpose of this Agreement, an Athletic Director is defined as one who evaluates members of the coaching staff or who has a voice in the retention, assignment, or dismissal of coaches of the staff.
2. For the purpose of this Agreement, an Assistant Principal is defined as one who formally evaluates teachers and programs and who has the authority to recommend dismissal or retention of teachers.

C. The term "EPCSC" when used in this Agreement shall refer to the East Porter County School Corporation and be synonymous with employer, school board, board, and Corporation.

D. The term "Federation" when used in this Agreement shall refer to the East Porter Federation of Teachers, Local 4634, AFT, AFL-CIO.

E. The terms "East Porter County School Corporation" and "East Porter Federation of Teachers" shall include authorized officers, representatives, and agents.

F. The term "Parties" when used in this Agreement shall refer to the EPCSC and the Federation.

G. "Daily Rate" when used in this Agreement shall mean the teacher's annual salary in effect as listed in Appendix A divided by the number of days worked. "Hourly Rate" is the daily rate divided by six (6).

H. Immediate family shall be interpreted as spouse, children, grandchildren, sister, brother, mother father, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents, foster child, step family relationships that parallel those of natural, immediate family members, i.e., step parent, step child, step-grandchild, etc., or any other member of the family unit living in the same household, no matter what degree of relationship.

Article II
Grievance Procedure

A. A claim that there has been a violation, misinterpretation, or misapplication of this Agreement shall be the basis for processing a formal grievance at the discretion of the grievant.

B. A grievant may be an individual teacher, a group of teachers, or the Federation. If the grievant is other than the Federation, the grievant has the right to have a Federation representative present at every level.

C. To initiate the grievance procedure, the grievant shall first discuss the alleged grievance with the principal. The grievant shall inform the principal of the necessity for an informal meeting within fifteen (15) school days of when the grievant first knew or reasonably should have known of the events giving rise to the alleged grievance. The informal meeting with the principal shall take place within five (5) school days of notification from the grievant. At the time the meeting is scheduled, both parties shall identify the participants at this meeting.

D. If, as a result of the informal discussion with the principal, the grievant believes a grievance still exists, the formal grievance procedure may be invoked by setting forth in writing to the principal all details of the alleged grievance. The grievant shall initiate the formal grievance procedure within fifteen (15) school days of the informal discussion with the principal. The grievant shall use the Formal Grievance form found in this agreement.

E. Within five (5) school days of receipt of the grievance, the principal shall meet with the grievant in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy to the grievant and to the Federation.

F. If the grievant is not satisfied with the disposition of the grievance, or if the principal has not responded within the time limitations set for in E, the grievant may submit a copy of the written grievance to the superintendent. The superintendent shall meet with the grievant within five (5) school days of receipt of the written grievance in an effort to resolve the grievance. The superintendent shall indicate his/her disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy to the grievant and to the Federation.

G. If the grievant is not satisfied with the disposition of the grievance by the superintendent, or if no disposition has been made within the time limits set forth in F, a copy of the written grievance may be submitted to the school board. Within fifteen (15) school days, the grievant may appear before the school board in executive session in an effort to resolve the grievance. The school board shall indicate its disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy to the grievant and to the Federation.

H. The time limits provided in this Article shall be strictly observed but may be extended by a written agreement between the parties. In the event a grievance is filed at the end of the school year, the parties shall agree upon a time line for processing the grievance in the most expedient manner.

I. Notwithstanding the expiration of this Agreement, any grievance arising thereunder may proceed through this grievance procedure to resolution.

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

K. If during a school year, a previously grieved issue that was addressed at the informal level arises again, a grievance may again be filed, but this process starts at the formal level instead of the informal level.

Article III
Insurance

A. **Porter County School Employees' Insurance Trust**: Health and Dental Insurance will be provided through The Porter County School Employees' Insurance Trust. The Federation shall be represented on the Health Insurance Trust's Board of Trustees whose purpose is to improve benefits and/or the cost of insurance.
Health Insurance: Health insurance will be provided to all teachers who have a full year assignment and who meet the minimum work requirements of the Porter County Schools Employee's Insurance Trust. Eighty (80) percent of the cost of either a single or a family plan will be paid by the Corporation. This agreement permits married teachers to each take a single membership but does not require the Corporation to make cash reimbursement to any employee who chooses not to enroll in this medical benefit. Those teachers on Medicare shall have eighty (80) percent of their monthly insurance premium paid by the Corporation.

1. Plan Date:
   Coverage Begins: September 1
   Coverage End Date:When a covered employeed resigns during school year/terminated, coverage ends the last day of the month of his or her employment. When a covered employee resigns or retires at the end of the school year- August 31
2. Upon regular, full payment of the premium by the retiree, he/she will be permitted to continue on the group health and insurance plan until the last day of the month in which the teacher is sixty five (65) years of age or until Medicare takes effect.

B. **Dental Insurance**: In addition, dental insurance will be provided to all teachers who have a full year assignment and who meet the minimum work requirements of the Porter County Schools Employee's Insurance Trust. The Corporation agrees to pay eighty (80) percent of the cost of a single or family membership in the dental plan provided by the Porter County School Employees' Insurance Trust, including orthodontics.

C. **Vision Insurance**: The Corporation agrees to provide each teacher with Vision Insurance at a cost to the employee of one (1) dollar.

D. **Life Insurance**: The Corporation agrees to provide each teacher with a fifty thousand (50,000) dollar term life insurance policy, with double indemnity, upon payment by the employee of one (1) dollar toward the cost of the policy.

E. **Long Term Disability**: The Corporation agrees to provide each teacher with long term disability insurance at a cost to the employee of one (1) dollar.

F. **Section 125**: The Corporation agrees to implement Section 125, Flexible Fringe Benefit Plan, of the IRS Code.

G. **Termination of Insurance**: All insurance terminates on the first of the month following the last day of employment. For a teacher whose employment terminates or for a teacher who retires at the end of the school year, all insurance coverage ends on the first of the month following the first contract date for teachers for the succeeding school year.

H. **Enrollment Window**: Teachers who meet the eligibility requirements described in Section B of Article VII: Insurance are eligible to enroll in the group health plan within 30 days of the date of hire. For those who decline to enroll when first eligible, future enrollment can only occur when there is an event that provides for a HIPAA special enrollment opportunity.

   Events that would permit the employee and *all eligible dependents* to enroll or make a plan change include: marriage, birth, adoption, placement for adoption or obtaining legal guardianship.

   Employees and eligible family members *who experience an involuntary loss of coverage* due to the following events may also enroll within 30 days of the date coverage is lost.

   - divorce
   - legal separation
   - death
   - reduction in hours worked
   - employer contribution ceases
   - dependent child no longer meets plan criteria as eligible dependent
   - reaching the plan lifetime maximum
   - when COBRA coverage is exhausted
   - voluntary or involuntary termination of employment

Within the thirty (30) calendar days of the hire or the HIPAA event, the teacher must notify, in writing, the Director of Human Resources of the desire to either enroll in the health insurance program or to change coverage and complete the applicable paperwork.

Article IV
Leaves

A. **Sick Leave/Family Illness Leave**: Each full-time teacher shall be entitled to ten (10) sick leave/family illness leave days their first year of being a teacher. Starting in year two (2), teachers shall be entitled to seven (7) sick days. The teacher shall be entitled to be absent from work on the account of personal illness, family illness, or quarantine for the total number of accumulated sick leave/family illness leave days as necessary, without loss of compensation. The remaining unused days shall be accumulative up to a total one hundred eighty (180) days.
   1. Each teacher shall be given his/her number of accumulated sick leave/family illness leave days by October 1 of each year. Each teacher with more than one hundred eighty (180) accumulated days of sick leave/family illness leave at the end of the school year shall receive with the first payment of the next year's contract a lump sum payment in the amount of the number of days above one hundred eighty (180) times seventy-five (75) dollars. Teachers who retire and have an accumulation of more than one hundred eighty (180) sick leave/family illness day on the last teacher day of the school year, will receive a lump sum payment in the amount of the number of days above one hundred eighty (180) times one hundred (100) dollars. This payment will be included in the teacher's final paycheck.
   2. Sick Leave/Family Illness Leave may be used for personal illness or injury, physical incapacity, or physicians' appointment during the term of the illness or injury. In addition, sick leave/family illness leave may be used for illness or injury, physical incapacity, or physicians' appointments during the term of the illness or injury for members of the immediate family when the situations listed render the teacher unable to report and teach.

B. **Extended Sick Leave/Family Illness Leave**: The purpose of extended sick leave/family illness leave is to provide additional sick leave/family illness leave for certificated personnel who have exhausted their accumulated sick leave/family illness leave days due to extended illness or accident and are not yet eligible for Long Term Disability Insurance.
   1. Any teacher who has been absent by reason of a disabling accident or illness from his/her teaching duties and has exhausted his/her accumulated sick leave/family illness leave days shall be eligible to receive additional sick leave/family illness leave days as may be donated by other Corporation teachers from their accumulated days. The Corporation shall credit any such number of donated days to the affected teacher's accumulated sick leave/family illness leave day record. Any such donated sick leave/family illness leave days shall be certified in writing to the Superintendent.
   2. The number of donated sick leave/family illness leave days shall not exceed the number of days required before the affected teacher is eligible for Long Term Disability Insurance.

C. **Sick Leave Loan Bank**
   1. Purpose:
   To relieve its members from the undue financial burdens of long-term work absences caused by the teacher's or his/her immediate family's illness, injury, or incapacitation sufficiently severe to make the teacher's presence in school inadvisable.
   2. Participation:
      a. All certified personnel in the East Porter County School Corporation may participate.
      b. All donated days lose their identity.

c. When certified personnel leave East Porter County School Corporation employment, all donated days will be noted on the personnel record as donated, not as used.

3. Structure:
   a. The bank is sustained by voluntary participation and voluntary donation of one (1) sick day by qualifying personnel each school year.

      1) The bank will be open for voluntary donations from new teachers or other certified personnel during the first twenty (20) contract days of each school year.
      2) Certified personnel employed at a date after the opening of the school year will have twenty (20) school days after the employment date to contribute.
      3) Upon retirement from the East Porter County School Corporation, certified employees in their last year of employment may donate up to fifteen (15) days to the Sick Leave Bank (SLB); however, days may not be designated to a specific employee. Written notification of the donation is to be provided to the School Corporation by the employee when the employee submits a letter of retirement.
   b. Should the SLB fall below 25 days, all current members will make a second contribution of one (1) additional day. No further requests for contributions from members shall be made during that school year, even if the SLB becomes totally exhausted. If the SLB is exhausted no further loans can be granted that school year. However, any SLB member may voluntarily contribute days to keep the bank functioning.
   c. If a teacher does NOT make this second contribution, said individual ceases to be a member for the remainder of that year, subject to the following exception: any person who drew or is drawing days from the SLB during the year in question, such individual shall remain a member for the remainder of that year, even though that individual does not contribute the second day.
   d. The bank will be a continuous school-year-to-school-year entity.
   e. The Sick Leave Loan Bank Committee will be comprised of five members: the Superintendent or his/her designee; the EPFT President or his/her designee; and one faculty member from each campus. Teacher representatives shall be determined by the Federation.
   f. A quorum of the Sick Leave Loan Bank Committee shall be present to conduct the business of the Committee. A quorum shall be considered three (3) members.
   g. The Chairman shall be appointed by the Superintendent in even-numbered school years and by the teachers' union President in odd -numbered school years, fall to fall.
   h. It shall be the responsibility of the administration to inform teachers each year of the availability of the Sick Leave Loan Bank.
      1) New teachers shall have a copy of this policy and an application provided to them on or before their first contracted day.
      2) A list of current members will be available in the administrative offices at each campus by the thirtieth (30th) school day of each school year.
4. Use of Bank:
   a. Withdrawal:
      1) Written application by certified personnel or a member of the immediate family, accompanied by a physician's certificate stating the nature, length of disability, and prognosis of the person's condition, is to be submitted to the Superintendent. The Superintendent will notify the Chairman of the Sick Leave Loan Bank Committee on the day of receipt of the application, or as soon as is practicable. Only certified personnel who have contributed a sick day as specified under section 3. a. may make application.

2) Within 3-5 days the application will be acted upon by the Sick Leave Loan Bank Committee, and the Chairman shall inform the Superintendent and the applicant, or where advisable a member of the family, of the decision of the Committee.
3) The applicant must have used all of his/her leave days before the application will be acted upon.
4) No member of the Sick Leave Loan Bank will be granted more than twenty (20) days per school year.
5) Day(s) granted may not be used for the period of disability when monies are paid to the employee under Worker's Compensation law.
6) Loaned days shall not be used during summer school employment.
7) Leaves from the Sick Leave Bank may not be used for maternity or childbirth insofar as such leaves reflect accommodations made for the sake of convenience or in connection with statutory law unconnected with substantial and actual medical disability. However, Sick Leave Bank days may be used for any actual, medically-determined physical or mental disability arising out of pregnancy or childbirth.
8) Any unused Sick Leave Bank days at the conclusion of the school year shall be carried over to the next school year as days still available for use.
9) Any granted days that are unused shall be returned to the Sick Leave Bank for future distribution to other members.

5. Repayment of loaned days:

a. Members of the Sick Leave Bank shall repay the bank the borrowed days at the rate of not less than three (3) days per school year until the loan is repaid. The days may be repaid from accumulated days, at the rate of the qualifying member when the days were granted, or through a combination of either.

b. Teachers who have donated at least five (5) days to the Sick Leave Loan Bank, and who have not previously borrowed from the bank or who do not have an outstanding balance, may use those donated days up to twenty (20) days without repayment following the same application and approval process as stated in Section 4 – Use of Bank.

c. A recipient who leaves the employment of the East Porter County School Corporation and still owes a quantity of days to the Sick Leave Bank:

1) May have the dollar value of the remaining days deducted from his/her final paychecks at the rate when the days were granted.
2) May transfer any accumulated sick days to the bank as repayment of the loan.
3) Shall use a combination of either.

d. Recipients who retire, or become totally and permanently disabled after borrowing from the Sick Leave Bank are exempt from repayment of loaned days. If the recipient dies before borrowed days are repaid, repayment of the days will not be requested from the recipient's estate.

D. **Assault Leave**: A teacher assaulted by a student or parent while on duty either in the classroom, or the playground, or serving in an official position at a school sponsored function, shall not have sick leave days deducted if the assault warrants medical attention or hospitalization. The number of hours or days needed to recover must be authorized by a doctor. The Corporation may require, at its expense, another licensed physician's examination and determination.

E. **Personal Leave**: Each first year teacher shall be entitled to three (3) days for the transaction of personal business and/or the conduct of personal or civic affairs during each year of employment. A teacher shall be entitiled to four (4) personal business days after their first year of service in the district.

The teacher shall submit to the superintendent a written statement describing the reason and necessity for the absence. The request for use of a personal business day or days may be denied if the teacher's attendance at the time of the request does not meet the core professionalism attendance standard.

Teachers are discouraged from utilizing a personal day to extend a break. One person per building at a time throughout the district will be permitted absence for personal reasons to extend a break. These will be handled on a first come first serve basis and worked through the building level principal. Additionally, a teacher may only use a personal day to extend a break one time in a school year.A personal business day used on non-instructional days will be charged at a rate of one day for one day. Should a teacher not have any personal business remaining in his or her balance and need to be absent from work on a day or days adjacent to a school break period, the teacher may request a leave of absence under Article IV – Requested Leaves (Section M, page 9).

To provide a better opportunity to secure a qualified substitute, a request for Personal Leave should be presented to the building principal at least three (3) school days before the leave is to be taken. In the event of an emergency, the form must be submitted on the day of return to work.

Upon separation from the EPCSC, any unused personal leave shall convert to sick leave/family illness leave.

Personal Leave Accumulation

1. For teachers with less than seven (7) years of service to the EPCSC, any unused personal leave days shall be converted to sick leave/family illness leave at the conclusion of the academic school year.
2. For teachers with seven (7) or more years of service to the EPCSC and a minimum of fifty (50) accumulated sick leave/family illness leave days in his or her balance at the conclusion of the school year, personal business days shall accumulate to a maximum of five (5) days.
   a. The 50-day balance shall exist prior to:
      i. any sick leave days being transferred from other employment,
      ii. new sick leave days being added for the upcoming school year, and,
      iii. personal leave days being converted to sick leave days.
   b. Teachers who meet these criteria may use five (5) personal leave days in a single school year once every five (5) years. The five days cannot be used at one time to extend a school break period.
   c. Once five (5) personal leave days have been accumulated, any unused personal leave days shall be converted to sick leave/family illness leave at the conclusion of the academic school year.

F. **Bereavement Leave**: In case of death within the immediate family (including the unexpected loss of pregnancy), the teacher shall be granted a leave of five (5) school days. The leave shall be taken within thirty-one (31) calendar days of the death of the immediate family member. The teacher shall receive full compensation for such leave. In case of death of other family members or that of close friends, one (1) day bereavement leave shall be granted, the leave to begin within five (5) days of the date of the death. Additional Bereavement Leave may be granted by the Superintendent from the teacher's accumulated sick leave/family illness leave.

G. **Legal Leave**: A teacher called for jury duty shall receive full compensation but shall return to the corporation any pay he/she receives for jury duty. A teacher is allowed to keep any mileage money he/she may receive for serving on a jury. Legal leave with pay shall be granted to teachers under subpoena for the time necessary to make appearance(s) in any court proceedings, provided the teacher is not a party in litigation whose interest are adverse to the EPCSC or officials of the EPCSC. All monies received by a teacher for witness fees, equal to the amount being paid to the teacher by the corporation, shall be turned over to the Corporation. Travel expenses allowed by the court may be retained by the teacher.

H. **Professional Leave**: Upon approval of the building principal prior to the contemplated day, two (2) days of Professional Leave shall be granted during the contractual year without loss of compensation for such absence. Professional Leave days may be used for visitation to other school corporations, educational institutions for the purpose of observing instructional techniques, other instructionally-oriented programs, seminars, conventions, workshops, or textbook adoption reviews. The Corporation further agrees that additional professional leave days may be granted for seminars, conventions, workshops, or other such activities approved by the principal.

I. **Sabbatical Leave**: Sabbatical Leave for study toward expanded licensure shall be granted by the Corporation for teachers who have completed ten (10) consecutive years of service to the East Porter County School Corporation. The expanded licensure must be in the area of education and may not be used to secure a second Master's Degree. Such leave shall be granted under the following conditions:

1. A maximum of three (3) eligible teachers per school year shall be granted Sabbatical Leave; one (1) teacher must be from grades K-5, one (1) from grades 6-8, and one (1) from grades 9-12.
2. Eligible teachers who wish to apply must submit a written application on or before February 15 of the preceding school year outlining leave plans.
3. Sabbatical leaves shall be no more than one (1) full school year.
4. Should there be more than one (1) applicant from a grade level, selection shall be made by a committee. This committee shall be the Federation President and the Superintendent or their appointed representatives.
5. A teacher shall not be eligible for Sabbatical Leave more than once every ten (10) years.
6. Payment may not exceed thirty three and one third (33 1/3) percent of the teacher's regular base salary based on the salary schedule in effect at the time the recipient is on leave. Payment shall be made in one of the following ways:
    a. Fifty (50) percent of payment shall be added to the first regular school contract following the leave and the remaining fifty (50) percent of payment shall be added to the second regular school contract following the leave, or
    b. The entire payment shall be made on September 15 of the school year the teacher is on Sabbatical Leave provided the teacher (and spouse) have signed a secured promissory note for the amount, which note shall become due if the teacher does not complete two (2) years of service to the EPCSC under regular contract immediately following the year's leave of absence.
7. The Corporation shall have the authority to approve or deny all requests for Sabbatical Leave.

J. **Maternity Leave**: Upon request, a teacher who is pregnant shall be granted a leave of absence to begin any time between the commencement of her pregnancy and one (1) year following the birth of her child. Said teacher shall notify the Superintendent, in writing, of her desire to take such leave and of the date of her return. Such written notice shall be submitted at least thirty (30) calendar days prior to the beginning of the leave, except in the case of an emergency. The teacher shall include with the written notice a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable.

1. A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires. The return date shall be extended to a semester break if requested by the teacher.
2. The leave may be taken without jeopardy to reemployment, retirement, salary and benefits.
3. All or any portion of leave taken by a teacher may be charged at her discretion to her available sick leave/family illness leave days. Leaves are based on a full year schedule (183 days, These 183 days were not bargained but placed here for informational purposes.); paid leaves will be prorated for employees working less than a full year schedule.

K. **Adoptive Leave:** Adoptive Leave shall be granted upon request to any teacher employed on a regular contract provided:

1. The Corporation is notified in writing when the eligibility of the teacher as an adoptive parent has been established.
2. The Corporation is notified in writing when a target date of the arrival has been established.
3. The date of the teacher's return must be agreed to by the Corporation and the teacher prior to the leave being granted.
4. Up to five (5) days leave will be charged to the teacher's accumulated sick leave/family illness leave days or personal business days.

L. **Paternity Leave:** Paternity Leave shall be granted upon request to any teacher employed on a regular contract provided:

1. The Corporation is notified in writing when a due date has been established. The date of the teacher's return must be agreed to by the Corporation and the teacher prior to the leave being granted.
2. The teacher may use up to five (5) of his accumulated sick leave/family illness leave days or personal business days.

M. **Requested Leave**:

1. The Corporation may, upon written request of a teacher, grant a leave of absence for up to one (1) year for any reason. The leave may include a continuation of all benefits and may be with compensation at the discretion of the Corporation. A request for a leave of absence under this section is to be made in writing to the superintendent at least three (3) school days before the leave is to be taken. In the event of an emergency, the request must be submitted in writing to the superintendent on the day of return to work.
2. Any leave granted in this section does not establish a precedent or a procedure for future requests.

N. **Federation Leave:**

1. The President of the Federation, or his/her designee, shall be given the equivalent of nine (9) days released time with pay for the purpose of conducting the business of the Federation and may use teacher preparation time for Federation business.
2. The Federation shall be granted up to a total of ten (10) days during the long session and up to a total of five (5) days during the short session of the legislature without loss of pay for the purpose of promoting educational goals supported by teachers and corporation officials. The cost of the substitute shall be shared equally.
3. Upon request, one unit member may be granted a leave of absence to serve in the State or National American Federation of Teachers for one (1) to four (4) semesters. The leave may include a continuation of all benefits and may be with compensation at the discretion of the Corporation. This leave will only be denied in the event that a qualified replacement cannot be found.

O. **Textbook Adoption Committee Leave:** Each teacher who is identified to serve on the Corporation textbook adoption committee shall be entitled to the equivalent of one (1) day release time for textbook evaluation activities.

P. **Leave Extension**: The Corporation may, upon request, extend any previously granted leave.

Q. **Leave Ending**: At the time the leave is approved, the Corporation and the teacher shall agree on the ending date of the leave. The teacher is encouraged to return to work at the beginning of a grading period.

R. **All Leave Provisions**: The teacher on leave may continue to remain in all insurance programs contained herein during the time when the teacher is on leave by paying the entire premium.

S. **Leave Reinstatement**: A teacher on leave shall have the right to be reinstated to an open position held prior to the leave, or if that position no longer exists, to an equivalent position for which a person is qualified and appropriately licensed.

Article V
Retirement Provisions

A. Retirement Plan

1. The School Corporation shall establish a 403(b) Plan providing for voluntary teacher contributions and a 401(a) Plan providing for limited matching contributions by the School Corporation.
2. The vendor or any successor vendor for the established plan shall be selected by the School Corporation and the Federation.
3. Each teacher shall have the option of investing in the plan up to the maximum allowed by federal law. A teacher may elect to contribute either 400 or 500 dollars per calendar year to the corporation matching 401(a) Plan. The School Corporation shall match such teacher's contributions in the following manner. When the teacher has contributed their 400th or 500th dollar to their 403(b) account, the School Corporation will contribute a matching amount to that teacher's 401(a) Plan account. A teacher who has at least 20 years of service at the beginning of the school year, may elect to contribute 400, 500, or 600 dollars per calendar year to the corporation matching 401(a) plan.The School Corporation's contribution will be made as soon as possible but not later than the end of the quarter following the quarter in which the teacher contributes their 400th, 500th or 600th dollar contribution.
4. The "Vendor" or its agent shall be the sole administrator of employer contributions to the 401(a) Plan.
5. School teachers will have the option of continuing to invest their dollars in tax-deferred annuities for which money is already being deducted from the teacher's salary, if any, or the tax-deferred annuity offered by the Vendor.
6. Once contributions are made, the teacher will be deemed 100% vested in the employer matching contribution amounts upon completion of their fifth consecutive year of teaching for the School Corporation. Consecutive years of service with EPCSC prior to the effective date of this CBA count toward satisfaction of the five-year vesting period.

B. Participation in Health Insurance Plan Upon retirement

In accordance with I.C. 20-28-9-20, if a retiring teacher may continue, until eligible for Medicare, to participate in the group health insurance program available to other teachers by paying the monthly premium in advance to the corporation. The premium can be paid from an established VEBA or by any other means available to the retiring teacher. The teacher must have been participating in the group health insurance plan at the time of their retirement.

C. Future Adjustments

The parties agree that this agreement, or any other provision of this Agreement, does not constitute an expectation of receiving the enumerated retirement benefits by any current teacher, future teacher, prospective teacher or applicant beyond the expiration of this agreement. Therefore, except as otherwise limited by applicable law, it is understood that the School Board and Exclusive Representative may in the future bargain modifications of any kind to this agreement, provided however, that the expiration or revision of this agreement shall not affect the retirement benefits of teachers already receiving benefits pursuant to this agreement or otherwise.

D. Joint Responsibility

The Exclusive Representative warrants that this agreement has been ratified by a majority of its members and duly adopted by the Teachers Federation in accordance with its rules and regulations as a valid, enforceable and binding modification to the CBA. The Exclusive Representative shall not enter into any action against the Board arising from the Board's compliance or attempted compliance with this agreement. The Exclusive Representative and the Board agree to hold joint responsibility in defending the implementation of this retirement plan from any claim, demand, judgment, or other form of liability under state and federal law brought by teachers or others. The Parties shall share equally in the cost of any such defense.

Article VI
Compensation

A. A teacher shall be given one year's experience credit for any school year {one hundred twenty (120) day minimum} that the teacher was a certificated employee in any public school in Indiana.

B. The salary for a full-time teacher new to school corporation for the 2025-2026 school year will be at least $48,500 or an amount greater than $48,500 as determined by the superintendent and agreed to by the teacher based on training, experience, and/or scarcity of qualified candidates for a position.

C. ***The Superintendent has the discretion to determine the salary of new hires within the following set range. In hard to fill positions, the Superintendent may recommend to the board a salary up to $4,500 more than the range. Should the Superintendent determine the amount to be greater than $4,500, the Superintendent will discuss the matter with the Federation Leadership.***

Years of Experience	***Salary Range $***
0-5	***48,500-53,400***
6-10	***49,500-57,400***
11-15	***50,500-62,500***
16+	***55,500-80,000***

D. The range of salaries for the 2025-2026 school year for full-time teachers, shall be at least $48,500 to $80,000.

E. Teachers of Homebound Instruction shall receive an hourly rate of thirty (30) dollars per hour for the hours of instruction.

F. When necessary to reimburse teachers for transportation, the reimbursement shall be at the IRS allowable rate.

G. Extracurricular Duties: The Corporation agrees to pay certified employees for ticket taking, supervision, etc., at all home athletic contests thirteen (13)dollars per employee per hour. All funds for these expenditures shall be provided by the athletic department of the school from which the cost was incurred.

H. Each teacher's salary shall be in accordance with the compensation model which is contained herein as Appendix A. The funds not distributed to teachers rated improvement necessary or ineffective will be maintained in the total compensation allocation to be distributed to teachers who qualify for an increase.

I. Extracurricular Salary Schedule: Each teacher's extracurricular salary shall be in accordance with the schedule which is contained herein as Appendix B, and thereby incorporated into this agreement.

Article VII
Wage Payment Agreement

The East Porter County School Corporation and the East Porter Federation of Teachers agrees to the following provisions of a wage payment agreement:

1. The Corporation will provide a schedule of payroll dates on or prior to the first teacher day of the school year;
2. Compensation will be paid in twenty-one (21) installments for teachers hired before January 1, 1998.
3. Compensation will be paid in twenty-six (26) installments for teachers hired after January 1, 1998.
4. Enrollment and withdrawal of compensation frequency (21 or 26 installments) may be changed yearly through written notification from the president of the East Porter Federation of Teachers. Notification must be provided to the Superintendent by the end of the first teacher day of the school year. If notification is not received, this agreement will continue in force for an additional year.

Article VIII
Term of Agreement

This Agreement shall be effective as of July 1, 2025 and shall continue in effect through June 30, 2026, and shall not be extended without the approval of both Parties.

This Agreement is so attested to by the Parties whose officers and members' signatures appear below. This Agreement is entered into by and between the East Porter County School Corporation and the East Porter Federation of Teachers Oct. 27, 2025.

for EAST PORTER COUNTY SCHOOL CORPORATION	for EAST PORTER FEDERATION OF TEACHERS
By	By
President	Federation President
By	By
Vice President	Federation Bargaining Chairperson
By	By
Secretary	Federation Officer/Official
By	By
Member	Federation Officer/Official
By	By
Member	Federation Officer/Official
By	By
Member	Federation Officer/Official
By	By
Member	Federation Officer/Official
By	By
Superintendent	Federation Officer/Official
	By

Article IX
Attestation to Public Hearing Date and Public Meeting for Tentative Agreement

The undersigned attest to the following:

1. A public hearing was held in compliance with I.C. § 20-29-6-1(b) on Sept. 22, 2025 and electronic participation from the parties and public was not permitted; and

2. A public meeting in compliance with I.C. § 20–29–6–19 was held on Oct. 13, 2025 to discuss the tentative agreement and electronic participation from the governing body and public was not permitted.

for EAST PORTER COUNTY SCHOOL CORPORATION

By
____
President

By
____
Vice President

By
____
Secretary

By
____
Member

By
____
Member

By
____
Member

By
____
Member

By
____
Superintendent

for EAST PORTER FEDERATION OF TEACHERS

By
____
Federation President

By
____
Federation Bargaining Chairperson

By
____
Federation Officer/Official

By
____
Federation Officer/Official

By
____
Federation Officer/Official

By
____
Federation Officer/Official

By
____
Federation Officer/Official

By
____
Federation Officer/Official

By

Appendix A
Compensation Model

1. The range of salaries for the 2025-2026 school year for full-time teachers, shall be at least $48,500 to $80,000

2. There will be a $900 base increase for the 2025-2026 School Year for teachers that qualify based on factors and definitions. Any base increase that would make the salary above the $80,000 cap will be paid out in form of a stipend.

3. A teacher's salary must be under $80,000 in order to receive the base increase. Any increase that would create the salary to be over $80,000 will result in a stipend to be paid out. For example, if a teacher's current base is $79,500, the teacher would receive $500 to base resulting in a base salary of $80,000 and $400 to be paid out in stipend resulting in the full $900 being paid to the teachers that meet the two criteria for increase.

4. A teacher must be paid for 120 days to receive a salary increase. This does not apply to first year teachers and a new teacher's pre-TRF contract base salary contract.

5. A teacher's overall effectiveness rating must be effective or highly effective to receive any compensation increase. This provision does not apply to a teacher in the first two (2) full school years that the teacher provides instruction to students in elementary school (defined as grades K-8) or high school. If a teacher provides instruction to students in elementary school or high school in another school corporation in Indiana or any other state, any full school year, or its equivalent in the other state, that the teacher provides instruction counts towards the two (2) full school years.

6. Teacher benefits will remain at current levels. These benefits will be reviewed in the future and will be dependent on state funding. Some benefits will increase annually because they are currently tied to teacher salaries. These include the Teacher's Retirement Fund, FICA, and long term disability insurance.

Factors and definitions

1. Evaluation rating-The teacher received a highly effective or effective evaluation rating for the prior year.

2. Years of experience- The teacher was employed for at least 120 days in the prior year.

3. Academic Needs: The teacher instructs students in one of the following high needs areas:

    a. Special Education (all grades)

    b. STEM

    c. Language Arts and Reading

    d. Literacy Endorsement: Upon obtaining literacy endorsement under IC 20-28-5-19.7

2025-2026 Pre-TRF Base Salary Contract Amount Distribution

The total amount of new money will be divided by the number of teachers that qualify for a raise by satisfying the evaluation and experience factors. Teachers must satisfy both factors (evaluation and additional year of experience) in order to receive a salary increase.

Through bargaining it is agreed that the new base salary for new teachers at East Porter increases the base salary $900; Academic Needs: $100; Literacy Endorsement $100 one time increase to base salary if they were evaluated effective or highly effective and had 120 days of service and meet the requirements for Academic Needs.

2025-2026 Pre-TRF Base Salary Contract Amount Distribution

1. Total Possible Base Salary Increase Available to Teachers Under the Compensation Plan: $1,100
2. 10% Minimum: Academic Needs
3. Differentiated Increase for Literacy Endorsement

The pre-TRF base salary contract amount for teachers hired on a 100% contract for the 2025-2026 school year will be at least $48,500. The base salary for teachers on less than a 100% contract will be prorated to his or her contract percentage amount. For example, a 75% contract would yield a salary of $48,500 ($48,500 X 75% = $36,375)

Appendix B
Extra-Curricular Stipends

Appendix B.1: 2025-2026 Athletic Stipends

ECA Code	Note	ASSIGNMENT DESCRIPTION		
		BOYS' SPORTS		
57		BOYS VARSITY CROSS COUNTRY		$2,288
58		BOYS MS CROSS COUNTRY		$940
59		BOYS VARSITY VOLLEYBALL		$2,940
59.5		BOYS MS VOLLEYBALL		$1,119
60		BOYS JV VOLLEYBALL		$1,640
61	^	BOYS VARSITY BASKETBALL		$6,240
62		BOYS JV BASKETBALL		$3,540
63	^	BOYS VARSITY ASSISTANT/ C TEAM BASKETBALL		$2,240
64		BOYS MS BASKETBALL 8		$2,240
65		BOYS MS BASKETBALL 7		$2,040
66		BOYS MS BASKETBALL 6		$740
67		BOYS VARSITY TRACK		$2,942
68		BOYS VARSITY TRACK ASST.		$1,240
69		BOYS MS TRACK		$1,040
70		BOYS VARSITY BASEBALL		$2,840
70.5		MIDDLE SCHOOL BASEBALL		$740
71		BOYS VARSITY BASEBALL ASST.		$1,440
72		BOYS VARSITY SOCCER		$2,140
72.5		BOYS ASSISTANT SOCCER		$1,200
73		BOYS VARSITY GOLF		$1,540
74	^	BOYS MISC. COACH(ES)		$1,640
		GIRLS' SPORTS		
75		GIRLS VARSITY CROSS COUNTRY		$2,288
76		GIRLS MS CROSS COUNTRY		$940
77		GIRLS VARSITY VOLLEYBALL		$2,940
78		GIRLS JV VOLLEYBALL		$1,640
79		GIRLS MS VOLLEYBALL 8		$1,119
80		GIRLS MS VOLLEYBALL 7		$1,119
81		GIRLS VARSITY BASKETBALL		$6,240
82		GIRLS JV BASKETBALL		$3,540
83	^	GIRLS VARSITY ASSISTANT/ C TEAM BASKETBALL		$2,240
84		GIRLS MS BASKETBALL 8		$2,240
85		GIRLS MS BASKETBALL 7		$2,040
86		GIRLS MS BASKETBALL 6		$740
87		GIRLS VARSITY TRACK		$2,942
88		GIRLS VARSITY TRACK ASST.		$1,437
89		GIRLS MS TRACK		$1,040

90		GIRLS VARSITY SOFTBALL		$2,840
90.5		MIDDLE SCHOOL SOFTBALL		$740
91		GIRLS VARSITY SOFTBALL ASST.		$1,240
92		GIRLS VARSITY SOCCER		$2,140
92.5		GIRLS ASSISTANT SOCCER		$1,200
93		GIRLS TENNIS		$1,540
94	^	GIRLS MISC. COACH(ES)		$1,640

^ECA Code

61		Includes organization and supervision of Elementary Intramural Program
63		If no C team is organized, this stipend can be used as a Varsity Assistant position with the recommendation of the athletic department and approval of the Superintendent.
74		To be used to hire additional coaches as deemed necessary by the athletic departments and with the approval of the Superintendent.
83		If no C team is organized, this stipend can be used as a Varsity Assistant position with the recommendation of the athletic department and approval of the Superintendent.
94		To be used to hire additional coaches as deemed necessary by the athletic departments and with the approval of the Superintendent.

Further Agreements

A. Extracurricular pay listed in this schedule will be paid with other compensation rather than in a lump sum.

B. The Board retains the right to staff these positions with the number of personnel it deems appropriate. The Board may choose to hire more than one person at a given position or it may elect to hire no one at a given position.

C. Any individual who coaches two (2) activities in which the majority of practices and contests are concurrent shall receive the greater stipend in addition to seventy (70) percent of the lesser stipend. An assistant may be hired at thirty (30) percent of the lesser stipend if a need exists and is approved the Superintendent.

D. If the extracurricular activity is designed to have a head sponsor/coach and an assistant sponsor/coach, those individuals may choose with administrative approval, to equally share the extracurricular responsibility and to combine these stipends into one stipend and divide it equally.

Appendix B.2
2025-2026 Curricular & Support Activities

CODE	ASSIGNMENT DESCRIPTION	Stipend Amount	Total Positions Available*		
			MT	K	WT
	Elementary Positions				
1	Elementary After School Curricular Enrichment	$140	4	4	4
2	Elementary Art Fair/Show	$190	1	1	1
3	Elementary Choral (Swing Choir) Group	$391	1	1	1
4	Elementary Math Bowl	$421	1	1	1
5	Elementary Science Club	$502	1	1	1
6	Elementary Science Fair	$421	1	1	1
7	Elementary Spell Bowl	$421	1	1	1
8	Elementary Student Council	$391	1	1	1
9	Elementary Webmaster	$407	1	1	1
10	Elementary Miscellaneous		x	x	x
	$2,625 is available annually (each school year) for each elementary school for extra curricular stipends.				
	Secondary Positions				
1	Academic Competition Coordinator	$802	1	1	1
2	Academic Competition HS Subject Coach	$568	5	5	5
3	Academic Competition MS Subject Coach	$568	4	4	4
4	DECA	$790	1	1	1
5	East Porter County Honor Society	$597	1	1	1
6	East Porter County Junior Honor Society	$157	1	1	1
7	FCCLA	$877	1	1	1
8	FFA	$890	1	1	
9	Foreign Language Club	$157	2	2	2
10	HS Cheerleaders	$1,240	1	1	1
11	HS Pom Pon	$1,329	1	1	1
12	HS Science Club	$871	1	1	1
13	HS Student Council	$2,270	1	1	1
14	HS Student Council Assistant	$790	1	1	1
15	Key Club	$790	1		1
16	MS Builders Club	$157	1		1
17	MS Cheerleaders	$509	1	1	1
18	MS Science Fair or STEM Club	$568	1	1	1
19	MS Student Council	$421	1	1	1
20	MS/HS Art Club	$480	1	1	1
21	MS/HS Art Fair/Show	$240	1	1	1
22	MS/HS Drama Club	$840	1	1	1
23	MS/HS Drama Club Assistant	$440	1	1	1
24	MS/HS Dramatic Music Production	$590	1	1	1
25	MS/HS School Webmaster	$566	1	1	1

26	Music: Choral Director	$1,246	1		1
27	Music: Color Guard	$190	1	1	1
28	Music: HS Director	$2,968		1	
29	Music: Instrumental Director	$1,796	1		1
30	Music: Marching Band	$391	1	1	1
31	Music: Pep Band	$391	1	1	1
32	Music: Small Group-Swing Choir, Jazz Ensemble	$933	2	2	2
33	Music: Summer Instrumental	$1,212	1	1	1
34	Newspaper w/o class	$742	1	1	1
35	Prom Sponsor	$624	1	1	1
36	Quiz Bowl	$568	1	1	1
37	Rube Goldberg	$568	1	1	1
38	SADD or Natural Helpers	$293	1	1	1
39	Secondary Science Fair	$684	1	1	1
40	Secondary Science Fair Assistant	$298	1	1	1
41	Senior Class Sponsor	$333	1	1	1
42	Spell Bowl - HS	$568	1	1	1
43	Spell Bowl - MS	$568	1	1	1
44	Yearbook w/class	$1,300	1	1	1
45	Secondary Miscellaneous		x	x	x
	This statement is for information only: Up to $28,875 is available annually (each school year) for each combined ms/hs for extracurricular stipends. At the discretion of the superintendent, with the approval of the board, any remaining funds, up to the total of $28,875, may be used in the miscellaneous category to fund a stipend listed at a lesser amount if the full amount of the stipend is not available. Example: After identifying all of the ECA positions to be staffed at ms/hs and there is $325 of the $28,875 remaining, the DECA position can be filled at a stipend of $325 instead of $750 if the sponsor agrees to it.				

**The number of positions listed above is for informational purposes only and was not bargained.*

Professional Hourly Stipends (All hourly stipends are paid by claim)		2025-2026 hourly stipend
Detention (Outside of school time with five (5) hours maximum per week per campus, the time was not bargained but for informational purposes only.)		$20.00
Study Lab/Study Table - Non-school time		$20.00
Daily training/curriculum development		$20.00
Other Activities		2025-2026 annual stipend
Distance Learning Teacher (per class/per semester)		$425per semester, per unique course
Instruction of dual credit and/or Advanced Placement class		$425per semester, per unique course

	Additional Notes
	*Guidance Directors: Fifteen (15) days extended contract at individual daily rate.
	*Media Director: Two (2) days extended contract at individual daily rate.
	*Agriculture Teacher: Fifteen (15) days extended contract at individual daily rate.
	*Instructional Coach: Five (5) days extended contract at individual daily rate.
	**Portions of the provisions in the section unrelated to wages were not bargained and are included for information purposes only.*

Appendix C
Buyout Agreement of Article V (prior to 2003)

(RETIREMENT INCENTIVE/BRIDGE PAY AND SEVERANCE PAY)

This Contract entered into this 9th day of June, 2003, by and between the Board of School Trustees of the East Porter County School Corporation, hereinafter called the "School Employer" or "School Corporation", and the East Porter Federation of Teachers, hereinafter called the "Exclusive Representative" or "Teachers Federation".

Whereas, the School Employer and the Exclusive Representative agreed to a new collective bargaining agreement (hereinafter the "CBA") in the summer of 2003 with the understanding that they would consider the substitution of benefits (hereinafter the "Annuity Benefit") in lieu of the retirement benefits described in Article IX A, B. and C. of the CBA, and

Whereas, the parties have reached an agreement with respect to said substitution.

NOW THEREFORE, the School Employer and the Exclusive Representative hereby agree that Article IX A. entitled "Retirement Incentive/Bridge" and Article IX B. entitled "Severance Pay" in the CBA are of no further force or effect and shall not apply to any teacher retiring or severing employment with the School Corporation on or after July 1, 2003. However, those teachers who retired employment or notified Corporation of intent to retire employment before July 1, 2003 shall continue or be eligible to receive the retirement benefits under the Retirement Incentive/Bridge and Severance Pay as described in Article IX A. and B .

A. Elimination of benefits under Article IX A. and B. of the CBA.

In lieu of (but in no event in addition to) the benefits described in the CBA under Article IX A., upon retirement from East Porter County School Corporation the teacher must meet each of the four following requirements in order to be entitled to the Retirement Incentive/Bridge portion of the Annuity Benefit:

1. In the fiscal year (July 1 through June 30) of the teacher's retirement, the retiring teacher must be at least fifty-five (55) years of age.
2. Immediately prior to retirement, the teacher must have completed not less than fifteen (15) years of service to the EPCSC and/or the former school townships.

In lieu of (but in no event in addition to) the benefits described in the CBA under Article IX B., teachers who leave the East Porter County School Corporation must meet the following requirement in order to be entitled to the severance portion of the Annuity Benefit:

1. Immediately prior to severing/terminating/retiring, the teacher must have completed ten (10) or more years of consecutive service to the EPCSC.
2. Actuarial Determination of Value of Retirement Incentive/Bridge and Severance Pay Plan benefits under Article IX A. and B.
3. The School Board and the Exclusive Representative have selected Educational Services Company, Inc. ("ESC") to determine the present value of the unfunded Retirement Incentive/Bridge and Severance Plan benefits described under Article IX A. and B. of the CBA. In making this determination, ESC shall use the following assumptions:
4. Mortality. For discounted values, UP94 (Uninsured Pensioner) mortality table will be used.
5. Interest Rate. The assumed interest rate for purposes of determining the present value is 4.5% for the first three (3) years and 7.0% thereafter.
6. Termination Assumption. A termination assumption has been calculated by incorporating data from a termination table and from ESC's data input sheet. The table has been developed using historical data from school districts in the State of Indiana. The data primarily consists of the length of service for certified staff members at the time of termination.
7. Retirement Age. It is assumed that a teacher terminates employment at the end of the school year in which the teacher attains age 58 or at the end of the current year, if the individual is already 58 or older.
8. Retirement Incentive/Bridge Pay. The anticipated amount of the Retirement Bridge Plan shall be determined using the amount of annual benefit described in Subsection A. of Article IX of the CBA. However, it is assumed that individuals do not retire until the later of: (i) the attainment of age 58 or (ii) satisfaction of the eligibility requirements of Subsection A of this Agreement.
9. Severance Pay. Unused accumulated sick leave days shall be considered, as well as payments for years of service. Using the method of calculation described in Article IX B. of the CBA, the severance benefit for each teacher will be determined, but subject to the following adjustments:
10. Sick days: seven (7) unused accumulated sick days will be assumed to accrue until age 58, for computation purposes only.
11. Years of service will continue to accrue until retirement qualifications are met.
12. This section applies to all certified staff as of June 30, 2001. It does not apply to any certified staff member hired on or after July 1, 2001.

C. Contributions

<u>401(a) Plan</u>

1. The School Corporation shall establish a qualified retirement plan as described in section 401(a) of the Code (the "401(a) Plan"). Once the total sum of the amount calculated by ESC as the present value for the Retirement Incentive/Bridge Pay and Severance Pay less FICA amounts (the "Buy-Out Amount") has been determined, 75% of that amount shall then be contributed by the School Corporation to the 401(a) Plan. The School Corporation and Federation shall select the single investment vendor for the 401(a) Plan, except that the following shall apply:
2. Separate Accounts. Each teacher will have two separate accounts established for receipt of the initial annuity amount - one for the Retirement Incentive/Bridge amount and one for the Severance amount. Contributions to the 401(a) Plan will be deposited in due course into each teacher's separate accounts, and each teacher may direct how his or her accounts shall be invested among the available investment options.
3. Vesting. Until such time that a teacher has satisfied the eligibility requirements set forth in Subsection

A of this Appendix, the teacher shall have no right to or access to the assets held for his or her benefit in the 401(a) Plan accounts containing either the Bridge/Incentive portion or the Severance portion of their annuity.

4. Forfeiture. If a teacher terminates employment before satisfaction of the requirements set forth in Subsection A of this Agreement, for any reason, the terminated teacher's 401(a) Plan account shall be forfeited. The forfeited amounts shall not be returned to the School Corporation, but the School Corporation or designee shall otherwise determine how such forfeited amounts shall be allocated among the teachers who are beneficiaries under this 401 (a) Plan and have separate accounts into which a Buy-Out Amount has been contributed but who have not yet retired or severed as of the date of allocation. If a teacher severs/terminates employment with the School Corporation and has satisfied the severance requirements in Subsection A, but not the Incentive/Bridge requirements, then only the amount in the Incentive/Bridge 401(a) account will be forfeited.
5. Distributions. Following retirement and the satisfaction of the requirements set forth in Subsection A of this Appendix, a retired teacher may elect to take distributions from his or her 401(a) Plan account. Following severance/termination and the satisfaction of the requirements in Subsection A of this Appendix, a teacher shall be responsible for managing this account in accordance with section 401(a) of the Code. If a teacher shall die after having satisfied the requirements of Subsection A of this Appendix, the deceased teacher's 401(a) Plan account(s) shall be distributed to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made. At no time may a participant borrow from their 401(a) Plan account(s).
6. Costs. The School Corporation shall not be paid any compensation for its services performed on behalf of the 401(a) Plan. However, to the extent allowed by applicable law, the School Corporation shall be reimbursed for its reasonable expenses incurred in the administration of the 401(a) Plan. All costs incurred in the administration of the 401(a) Plan and investment fees shall be paid from the 401(a) Plan assets held either in the separate accounts of the teachers or otherwise under the 401 (a) plan in a reasonable manner as determined by the School Corporation.
7. Additional Plans. The School Corporation may establish other qualified plans as described in section 401(a) of the Code, subject to such terms and conditions as the School Corporation shall determine, in its sole discretion, to be appropriate. Such additional plans may be maintained separate from the 401(a) Plan.

<u>VEBA</u>

The School Corporation shall contribute to a voluntary employees' beneficiary association ("VEBA") as described in section 501(c)(9) of the Code, the remaining 25% of the total sum of the amount calculated by ESC as the present value for the Retirement Incentive/Bridge Pay and Severance Pay less FICA amounts (the "Buy-Out Amount"). The School Corporation and Federation shall select the organization administering the VEBA and the single investment vendor for the VEBA. The School Corporation shall determine the terms and conditions for the administration and operations of the VEBA, except that the following shall apply:

1. Separate Accounts. The amount calculated 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 selected investment vendor for the VEBA.
2. Vesting. Until such time that an employee has satisfied the eligibility requirements set forth in Subsection A of this Appendix, the employee shall have no access to the assets held in his or her separate VEBA account.

3. Forfeiture. If a teacher terminates employment before satisfaction of the retirement requirements set forth in Subsection A of this Appendix, for any reason, the terminated teacher's VEBA account shall be forfeited. The forfeited amounts shall not be returned to the School Corporation, but the School Corporation or designee shall otherwise determine how such forfeited amounts shall be allocated among the teachers who are beneficiaries under this VEBA Plan and have a separate account into which a Buy-Out Amount has been contributed but who have not yet retired as of the date of allocation.
4. Distributions. Following retirement and the satisfaction of the requirements set forth in Subsection A of this Article IX, a retired employee may use the amounts held in his/her separate VEBA account to pay health insurance premiums, term life insurance premiums, and un-reimbursed medical expenses of the employee, spouse, and dependents. Furthermore, following the death of the employee who had otherwise satisfied the requirements of Subsection A of this Article IX, any amounts remaining in the deceased employee's VEBA account may continue to be used to pay these premiums and expenses of the employee's spouse and dependents. Any amounts not distributed to or for the benefit of the employee, spouse and/or dependents will be distributed to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made. At no time may the VEBA make loans to an employee, his/her spouse, or dependents.
5. Costs. The School Corporation shall not be paid any compensation for its services performed on behalf of the VEBA. However, to the extent allowed by applicable law, the School Corporation shall be reimbursed by the VEBA for its reasonable expenses incurred in the administration of the VEBA. All costs incurred in the administration of the VEBA and investment fees shall be paid from the VEBA assets in a reasonable manner as determined by the School Corporation.

Appendix D
Grievance Forms
Grievance Tracking

Grievance # ____________________Grievant ____________________________

Union Representative ____

Union Representative investigates alleged grievance with Grievant__________________
Date

Informal grievance discussion
with Administrator (Article VI.C).__________________Date
Level I Grievance -Administrator (ARTICLE VI.D).

Date Filed___________________________

Date/Time of hearing___________________________
(Must be within 5 school days of filing)
Date of written disposition___________________________
(Must be within 5 school days of filing)

Level II Grievance - Superintendent (ARTICLE VI.F).

Date Filed___________________________

Date/Time of hearing___________________________
(Must be within 5 school days of filing)
Date of written disposition___________________________
(Must be within 5 school days of filing)

Level III Grievance - School Board (ARTICLE VI.G).

Date Filed___________________________

Date/Time of hearing___________________________
(Must be within 5 school days of filing)
Date of written disposition___________________________
(Must be within 5 school days of filing)

Grievance Form - Basic Information
East Porter Federation of Teachers
AFT Local #4634

A.________________________________ B. ____________________________
Grievance # (i.e. 2006-1, 2006-2, etc.) Grievant's Name

C.________________________________
Date(s) cause of grievance occurred

D.Statement of Grievance:

____

____

____

____
(Use Reverse Side if Necessary)

E. Article or section of written contract of East Porter Federation of Teachers of which there has been a violation.

____

____

F.Relief sought (remedy):

____

____

____

____
Grievant's SignatureUnion Representative's Signature

____
DateDate

Informal Level Grievance Report
(to be completed by Union)

A.______________________________
Date/Time of informal meeting

B.Persons attending informal meeting

____

____

____

____

C.Statement of Grievance:

____

____

____

____
(Use Reverse Side if Necessary)

D. Article or section of written contract of the East Porter Federation of Teachers of which there has been a violation.

____

____

C.Summary of Meeting:

____

____

____

____

____

Grievant's SignatureUnion Representative's Signature

DateDate

Principal's Signature

Date

___ Grievance resolved, or
___ Grievance to proceed to Formal Level I

Formal Grievance - Level I
This form to be submitted along with the
Grievance Form - Basic Information

A.______________________________ B.____________________________
Date/Time written formal grievance filed. Date/Time of formal meeting

C.Persons attending informal meeting

____

____

____

____

D.Disposition of grievance by said administrator:

____

____

____

____

____

____

____

____
Date of Written Disposition

_______________________________ _____________________________
Signature of said administrator Date Signature of Grievant Date

____
Signature of Union Representative Date

If grievance is resolved at this level, attach the GRIEVANCE RESOLUTION AGREEMENT.

Formal Grievance - Level II
This form to be submitted along with the
Grievance Form - Basic Information

A.________________________________B.________________________
Date/Time written formal grievance filed.   Date/Time of formal meeting

C.Persons attending informal meeting

____

____

____

____

D.Disposition of grievance by the Superintendent:

____

____

____

____

____

____

____

____
Date of Written Disposition

____________________________________   _________________________________
Signature of SuperintendentDate   Signature of Grievant   Date

____
Signature of Union Representative   Date

If grievance is resolved at this level, attach the GRIEVANCE RESOLUTION AGREEMENT.

Formal Grievance - Level III
This form to be submitted along with the
Grievance Form - Basic Information

A.________________________________ B. __________________________
Date/Time written formal grievance filed. Date/Time of formal meeting

C.Persons attending informal meeting

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____

D.Disposition of grievance by the School Board:

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____
Date of Written Disposition

______________________________ ___________________________
Signature of School Board President Date Signature of Grievant Date
or Representative

____
Signature of Union Representative Date

If grievance is resolved at this level, attach the GRIEVANCE RESOLUTION AGREEMENT.

Grievance Resolution Agreement

Grievance # ____________________Grievant ________________________

Date of Level ISubject of
Filing _________________________Grievance ________________________

It is agreed by the parties that Grievance # ________________ shall be resolved in the following manner:

____

For the Corporation For the Union

____

Date