

1 **COLLECTIVE BARGAINING CONTRACT BETWEEN THE BOARD OF SCHOOL**
2 **TRUSTEES OF TRITON SCHOOL CORPORATION**
3 **AND THE TRITON TEACHERS ASSOCIATION**
4

5 THIS CONTRACT, made and entered into this 12th day of October, 2020 by and between Triton
6 School Corporation, of Marshall and Kosciusko counties, Indiana, acting by and through its governing
7 body, its Board of Trustees, hereinafter called the "Corporation" and the Triton Teachers Association, an
8 organization of school employees heretofore recognized by the Corporation as the exclusive representative
9 for school employees, hereinafter referred to as the "Association", WITNESSETH:

10
11 WHEREAS, the Corporation has heretofore recognized the Association as the "exclusive
12 representative" representing the "school employees" as those terms are defined in IC 20-29-2-9 and IC
13 20-29-2-13 of the Indiana Acts of 2011, excepting the Superintendent, Principals, Assistant Principals,
14 Director of Curriculum and Assessment, and Athletic Director.

15
16 WHEREAS, the designated representatives of the Corporation and the Association have entered
17 into collective bargaining as that term is defined in said IC 20-29-2-2 and have reached agreement on
18 specific items hereinafter set forth, and

19
20 WHEREAS, it is the desire of the parties to enter into and execute a written contract incorporating
21 said items of agreement, as provided by said IC 20-29-2-2.

22
23 IT IS THEREFORE AGREED by and between the parties as follows:

24
25 **I. TERM OF AGREEMENT**

26
27 The term of this agreement shall be from July 1, 2020, to June 30, 2021.

28
29 **II. SALARY AND WAGE PROVISIONS**

30
31 The parties agree that all salaries and wages as covered by this agreement are accurately reflected
32 in Appendixes A and B which are attached hereto and hereby made part of this agreement, and which shall
33 remain effective for the period covered by this agreement.

34
35 The Corporation will pay the ISTRF contribution for each teacher at the rate set by the state.
36 Retired teachers who are hired to fill teaching positions will be paid at the rate of \$45,000 per year and will
37 not receive insurance benefits.

38
39 Teaching experience will be recognized for instate public and private accredited schools and out-
40 of-state public accredited schools.

41
42 Salary payments will be made in twenty-six (26) equal pays. Payment will be made according to
43 wage/employment laws. All new hires as of the beginning of the 2015-2016 contract year and beyond shall be
44 placed on the twenty-six (26) pay option. A "Pay Schedule" will be provided to all teachers to eliminate
45 confusion when there are 53 Fridays in a calendar year.
46
47

48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93

III. FRINGE BENEFITS

MILEAGE: Mileage for approved trips (not extra-curricular) shall be 48¢ per mile.

INSURANCE BENEFITS:

HEALTH INSURANCE: The Corporation shall provide for teachers a health insurance plan for the full twelve-month period, providing full service for individual and/or family-type medical and hospitalization, and including surgical and major medical provisions. The Corporation will contribute the amounts listed below for each plan.. Teachers who retire from teaching may continue in the medical insurance plan at their own expense.

- Single Plan 1: \$ 5,800
- Single Plan 2: \$ 5,800
- Single Plan 3: \$ 6,100
- Family Plan 1 \$10,550
- Family Plan 2 \$11,050
- Family Plan 3 \$10,550

DENTAL INSURANCE: Each teacher shall be provided with basic dental plan coverage through a carrier chosen by the Corporation. The Corporation shall pay the cost of the teacher's individual coverage, except for one dollar (\$1.00). Teachers may enroll in family coverage and assume the cost of the family coverage, less the Corporation-paid single share.

VISION INSURANCE: Each teacher shall be provided with basic vision plan coverage through a carrier chosen by the Corporation. The Corporation shall pay the cost of the teacher's individual coverage, except for one dollar (\$1.00). Teachers may enroll in family coverage and assume the cost of the family coverage, less the Corporation-paid single share.

TERM LIFE INSURANCE: The Corporation shall provide for teachers a group life insurance protection plan to pay each teacher's designated beneficiary the sum of fifty thousand dollars (\$50,000.00). When a teacher participates in the life insurance plan only, the teacher will pay the first dollar (\$1.00) of the premium.

LONG-TERM DISABILITY INSURANCE: The Corporation shall provide teachers with a long-term disability plan at a cost of one dollar (\$1.00) to each teacher.

125K PLAN: The Board will make a full 125K Plan available to teachers as long as the Federal and State guidelines make it a benefit to the Corporation and staff. The Corporation will assume the start-up cost for the dependent care and non-reimbursable medical components with the teacher assuming the monthly fee. The Corporation will retain interest earnings and surplus funds. Funds in excess of the annual Corporation cost will be returned in the form of a program benefit.

Article III(A)
Retirement Severance Benefit

Effective Date: The following amendments are made to the Contract Agreement between the Triton Board of School Trustees and the Triton Teachers Association, signed the 6th day of *October 2003*. These amendments shall be effective with respect to any teacher retiring on or after the 1st day of June 2004. Any teacher who has retired before the effective date will only be entitled to those benefits contained in the Contract Agreement as of the time of his or her retirement, but as may be otherwise revised from time to time.

An individual who is employed as a bargaining unit member at the time of retirement or severance from employment will be eligible for the following severance benefits provided the teacher has otherwise satisfied the requirements and conditions described below.

Group Health Insurance

Immediately following severance, the teacher and his/her spouse, if any, shall have the option of remaining in the Corporation's current group health insurance plan if all of the following conditions are met as of the date of severance and thereafter:

1. The teacher was enrolled in the Corporation's group health insurance plan during the school year immediately before retirement;
2. While the retired teacher and spouse, if any, remain enrolled in the health insurance plan, the retired teacher and spouse shall pay the entire insurance premium applicable to the insurance coverage. Premiums must be paid prior to the month of coverage. Monthly premiums shall be due in the central office by the 23rd day of each month for the succeeding month of coverage; and
3. Within ninety (90) days of the retirement date, the teacher has provided a written request to the School Corporation for continuing insurance coverage for the teacher and spouse, if any.

When a retired teacher first becomes eligible for Medicare, the teacher's eligibility to continue to participate in the Corporation's group health insurance plan shall terminate, if not earlier terminated according to applicable law. (The same termination of eligibility shall also apply when a retired teacher's spouse first becomes eligible for Medicare.) It is acknowledged that the parties intend these provisions to comply with applicable federal and state laws that establish an eligible teacher's right to continue health insurance for the teacher and spouse, including if otherwise applicable, Indiana Code 5-10-8-2.6. Therefore, this right to extended coverage shall not override any rights to continuing health care coverage as required by COBRA.

Article III(B)
403 (b) Annuity Plan

- A. Each teacher may elect to make a salary reduction election and make tax deferred contributions, to a plan described in section 403(b) of the Internal Revenue Code (the "Code") to the maximum limits allowed by the Code. The Board shall forward salary reduction money to the appropriate vendor each month.
- B. The school corporation shall maintain a list of approved investment vendors for the salary reduction contributions made to a 403(b) Plan.

Article III(C)
Buy Out of Retirement Benefits

A. Elimination of Prior Agreement's Retirement Bridge and Severance Benefit

The Board and the Association specifically reserved the authority to revise or terminate the retirement benefits contained in earlier agreements. Exercising this authority, the Board and the Association now confirm that Article III, entitled "Retirement" in the Agreement immediately before this amendment's effective date, and the severance benefit described in Article III of the prior agreement are terminated and shall not apply to any teacher retiring or severing employment with the school corporation on or after this amendment's effective date. Those teachers who retired or severed employment before the effective date shall only be entitled to the retirement benefits contained in the prior agreement as of the time of his or her retirement.

B. Entitlement to Retirement Benefits and Vesting Requirements

Upon retirement from Triton School Corporation, a teacher shall be fully vested in the retirement benefits described in this Article if the retiring teacher has satisfied the following requirements:

Any retiring teacher who: (1) meets the "Rule of 85" (as defined by the Indiana State Teacher Retirement Fund in 2003) and (2) has taught 15 consecutive years immediately prior to retirement in this corporation.

1. The retiring teacher must submit a written unconditional and irrevocable letter of retirement to both the Board and the Superintendent no later than May 1 of the year when retirement is to begin. However, in the event a teacher is unable to give the required notice because of an accident, ill health, or for another unforeseen reason, the Board shall accept the teacher's late letter of retirement.

C. Actuarial Determination of Value of the Current Retirement Bridge and Severance Benefits

The Educational Services Company has been selected to determine the present value of the unfunded severance benefits and retirement bridge benefits described in the prior agreement. In making this present value determination, the Educational Services Company shall use the following assumptions:

1. The assumed interest rate for the purpose of determining the present value is four percent (4.0%) for the first two years and seven and one-half (7.5%) in years three (3) and beyond. However, for post-retirement cash flow purposes, a four and one-quarter percent (4.25%) interest rate shall be used.
2. It is assumed that an employee terminates employment at the end of the school year in which the employee attains age fifty-nine (59), or at the end of the current year if the individual is already age fifty-nine (59) or older. If an employee continues employment after the attainment of age fifty-nine (59), the employee does continue to receive all ongoing board contributions to the 401 (a) and VEBA, and the employee does continue to share in any future forfeitures.
3. The board's contribution to the annual post-retirement single or family health insurance premiums will be assumed to be four thousand seven hundred dollars (\$4,700.00). Irrespective of the teacher's anticipated date of retirement, no further increase in this annual cost is to be assumed. Furthermore, payments will be deemed to terminate when the individual would otherwise be eligible for Medicare.
4. The anticipated amount of the retirement bridge shall be determined using the amount of annual benefit described in Article III of the prior agreement. However, it is assumed that individuals do not retire until the later of: (a) the attainment of age fifty-nine (59), or (b) satisfaction of the eligibility requirements of Subsection B of this Article III(C).

- 198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
5. Using the method of calculation described in Subsection III, "Severance", of the prior agreement, the severance benefit for each employee will be determined, subject to the following adjustments: For purposes of the calculations, projections of future sick leave accumulation shall be extrapolated based upon each individual's sick leave ratio as of the 30th day of June 2003.
 6. The present value of the future severance benefits and retirement bridge payments will be reduced by the Social Security and Medicare taxes (FICA) that would have been payable if the severance benefits and retirement bridge had been paid directly to the employee.
 7. The termination assumption rate of three percent (3%) will be applied.
 8. Employees hired after the 1st day of July 2003 shall not be entitled to any payment for the eliminated retirement bridge or severance benefits. In other words, no contribution shall be made for individuals hired or rehired on or after the 1st day of July 2003.
 9. Amounts forfeited upon termination of employment because of the failure to meet the applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently rehired or re-employed by the school corporation. However, if the Board approves a leave of absence for an employee, such period of leave shall not result in forfeiture, provided the employee shall promptly return to employment following the expiration of the period of leave.
 10. The present value of the severance benefits and retirement bridge under the prior agreement shall be calculated, effective as of the 30th day of June 2003.
 11. To confirm the accuracy of the underlying information to be used in the present value calculations, each teacher shall be provided with his or her basic data that will be used in the calculations, including, but not limited to, the following information as of the 30th day of June 2003: base salary, age, years of service, and accumulated sick leave. The Educational Services Company shall assist in the preparation of this verification sheet for each teacher. However, the Board will have the responsibility to forward the verification sheets to the respective teachers. Any corrections made by the teacher must be returned to the Board within twelve (12) days. Corrections not returned to the Board until after the twelfth (12th) day shall be disregarded.

232 Using the above assumptions and the other assumptions contained on the buy out spreadsheet, the Educational
233 Services Company shall prepare the present value calculations for each teacher and the contributions described
234 hereinafter will be made.

235
236 D. Buy Out Contributions.

- 237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
1. VEBA. The school corporation shall contribute to a voluntary employees' beneficiary association ("VEBA") as described in section 501(c)(9) of the Code, that amount representing the present value of the group health insurance benefits and term life insurance as calculated for all employees under subsection C above. The School Corporation and TTA will establish a committee to select a vendor. A committee of four (4) representatives of the Triton Teachers Association (TTA) and four (4) representatives of Triton School Corporation shall select the vendor for the VEBA. Selection of the vendor must be mutually agreeable to both parties. The terms and conditions for the administration and operations of the VEBA shall be as follows:
 - (a) 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 vendor for the VEBA.
 - (b) Until such time that an employee has retired and satisfied the eligibility requirements set forth in Subsection B of this Article III(C), the employee shall have no access to the assets held in his or her separate VEBA account.

254
255
256 (c) If an employee retires or otherwise terminates employment before satisfaction of the requirements set
257 forth in Subsection B of this Article III(C) the terminated employee's VEBA account shall be
258 forfeited. Forfeited amounts shall be reallocated at the end of each plan year only among the then
259 remaining separate VEBA accounts. This reallocation shall be in a manner similar to that used by the
260 Educational Services Company in initially determining the present value calculations. Therefore, the
261 VEBA accounts of the following employees will not share in the reallocation of a forfeiture of a
262 VEBA account:

- 263
264 (i) Employees who forfeited their VEBA accounts in the same year;
265 (ii) Employees who previously forfeited their VEBA accounts.
266

267 Furthermore, VEBA accounts of employees who have attained the age of fifty-nine (59), but who
268 have not terminated employment may share in the reallocated forfeiture, but on a reduced basis.
269

270 (d) Following retirement and the satisfaction of the requirements set forth in Subsection B of this Article,
271 a retired employee may use the amounts held in his/her separate VEBA account to pay health
272 insurance premiums, term life insurance premiums, and to be reimbursed for unreimbursed medical
273 expenses of the employee, spouse, and dependents. Furthermore, following the death of an employee
274 who had otherwise satisfied the requirements of Subsection B of this Article, any amounts remaining
275 in the deceased employee's VEBA account may continue to be used to pay these premiums and
276 expenses of the employee's spouse and dependents. At no time may the VEBA make loans to an
277 employee, his/her spouse, or his/her dependents.
278

279 Forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate
280 VEBA accounts in a manner similar to that used in initially determining the present value calculations.
281 Therefore, the VEBA accounts of the following employees will not share in the reallocation of a forfeiture
282 of a VEBA account:

- 283
284 (i) Employees who forfeited their VEBA accounts in the same year;
285 (ii) Employees who previously forfeited their VEBA accounts.
286

287 Furthermore, VEBA accounts of employees who have attained the age of fifty-nine (59), but have not
288 terminated employment may share in the reallocated forfeiture, but on a reduced basis.
289

290 (e) The school corporation shall not be paid any compensation for its services performed on behalf of the
291 VEBA. All costs incurred in the administration of the VEBA and investment fees shall be paid from
292 the VEBA assets.
293

- 294 2. 401(a) Plan. The School Corporation and TTA will establish a committee to select a vendor. A committee
295 of four (4) representatives of the Triton Teachers Association (TTA) and four (4) representatives of Triton
296 School Corporation shall select the vendor for the 401(a) Plan. Selection of the vendor must be mutually
297 agreeable to both parties.
298

299 The school corporation shall establish a qualified retirement plan as described in section 401(a) of the
300 Code. The total sum of the amount calculated by Educational Services Company as the present value for
301 the retirement pay and severance benefits shall be contributed by the school corporation to the 401(a) plan
302 by the 30th day of March 2004. The 401(a) plan's terms and conditions for the administration of the
303 401(a) plan shall be as follows:
304

305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349

- (a) 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 investment vendor for the 401(a) Plan.
- (b) Until such time that an employee has retired and satisfied the eligibility requirements set forth in Subsection B of this Article, the employee shall have no access to the assets held in his or her separate 401(a) plan account.
- (c) If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in Subsection B of this Article III(C), the terminated employee's 401(a) plan account shall be forfeited. The forfeited amounts shall be reallocated among qualified participants.

Forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate 401(a) plan accounts in a manner similar to that used in initially determining the present value calculations. Therefore, the 401(a) plan accounts of the following employees will not share in the reallocation of a forfeiture of a 401(a) plan account:

- (i) Employees who forfeited their 401(a) plan accounts in the same year;
- (ii) Employees who previously forfeited their 401(a) plan accounts.

Furthermore, 401(a) plan accounts of employees who have attained the age of fifty-nine (59), but have not terminated employment may share in the reallocated forfeiture, but on a reduced basis.

- (d) Following retirement and the satisfaction of the requirements set forth in Subsection B of this Article, a retired employee may elect to commence distributions from his 401(a) plan account. If an employee dies after having satisfied the requirements of Subsection B of this Article, the deceased employee's 401(a) plan account shall be distributable 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 his 401(a) plan account.
- (e) The school corporation shall not be paid any compensation for its services performed on behalf 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.

E. Future Adjustments

The parties agree that this Section III (A-C), or any other provision of this Agreement, does not constitute an expectation of receiving the enumerated retirement benefits by any current employee, future employee, prospective employee or applicant beyond the expiration of this Agreement. Therefore, except as otherwise limited by applicable law, it is understood that the Board and Association may in the future bargain modifications of any kind to this provision, provided however, that the future revision of this Section III (D) shall not affect the retirement benefits of teachers already receiving benefits pursuant to this Section.

350
351 **A. Article III(D)**

352 **Retirement Savings 401 (a) Annuity Plan**

353
354 A. The school corporation shall establish a qualified retirement plan as described in section 401(a) of the
355 Code.

356
357 B. Vendor Selection

358
359 A committee of four (4) representatives of the Triton Teachers Association (TTA) and four (4)
360 representatives of Triton School Corporation shall select the vendor for the 401(a) Plan. Selection of the
361 vendor must be mutually agreeable to both parties.

362
363 C. The Board agrees to contribute 1% (one percent) of each individual base salary into each individual's
364 separate 401(a) account.

365
366 D. Teachers will be vested in the 401(a) individual accounts as follows:

- 367
368 1. Those teachers employed by Triton School Corporation in 2003/2004 with five (5) or more years of
369 consecutive years of service shall be immediately vested upon enrollment in the plan.
370 2. All other teachers will be 50% vested upon signing their 3rd contract and 100% vested upon signing their
371 6th contract).

372
373 **IV. TEACHERS AND ASSOCIATION RIGHTS**

374
375 A. The Association shall indemnify and save the school corporation harmless against any and all
376 claims, demands, suits or other forms of liability that may arise out of or by action taken or not taken by the
377 school employer or School Corporation in reliance upon signed authorization cards or Association records
378 rendered for dues deductions.

379
380 B. By October 1, the Association may deliver to the Corporation the names of teachers who
381 authorize payroll deductions and the amounts of membership dues and other assessments of the Association,
382 including the National Education Association and the Indiana State Teachers Association. The Corporation
383 shall deduct such sum in fifteen (15) equal payments, beginning with the second pay period in October.
384 Additional names may be added anytime until the end of the school year. Where there are fewer than fifteen
385 (15) pay periods left, the amount shall be deducted equally from the remaining pay periods. The deductions
386 shall be remitted not less frequently than monthly to the Association. The authorization for payroll deduction
387 of Association membership dues shall be on a continuing basis unless revoked in writing by the teacher with
388 joint notice given to the Association and the Corporation by September 10. Unremitted dues are the
389 responsibility of the Association to collect. Upon termination of a contract, the Corporation shall deduct and
390 unpaid Association dues from the remaining paychecks.
391

V. LEAVE OF ABSENCE

396 A. PERSONAL BUSINESS: Teachers shall be granted three (3) days during the contract year
397 without loss of compensation for such absence. Those personal leave days not used during
398 the school year shall be added to the accumulated sick leave days on July 1st. Personal days
399 taken to extend regular school vacations or holidays during the school year will be counted
400 double. i.e. one (1) day used will equal two (2) days lost. This includes the first contracted
401 day and the last contracted day of the school year.

402
403 B. COURT LEAVE: Court leave, without pay, shall be granted to any teacher when such teacher
404 is required to make appearances in any court proceedings. If such court appearances are required because of
405 the teacher's proper performance of his/her duties for and on behalf of the Corporation, such court appearance
406 shall be without loss of pay.

407
408 C. JURY DUTY: Any teacher who is required to serve on a jury shall be paid at his/her regular
409 rate of pay for the time of such jury service, less any and all jury fees or payment received for such service.
410 This will not include mileage or meal expense of jury duty.

411
412 Upon receiving any summons or notice to appear for jury service, each teacher shall report such
413 fact immediately to the Principal in charge of his or her building, so that appropriate arrangements can be
414 made.

415
416 D. MATERNITY LEAVE: Leaves of absence for pregnant teachers shall be followed according to
417 Indiana Code IC20-28-10-5 as may be amended from time to time.

418
419
420 E. PROFESSIONAL LEAVE: Teachers may be granted professional leave at the Corporation's
421 discretion. Teachers may apply to the Board for reimbursement of expenses.

422
423 F. FAMILY AND MEDICAL LEAVE ACT (FMLA): In accord with Federal law, the provisions
424 of the Family and Medical Leave Act shall be incorporated by reference into this contract and shall be
425 supplemental to its provisions.

426
427 The Board shall require the staff member to substitute (i.e. run concurrently) any of his/her earned or
428 accrued paid leave (e.g. sick leave, personal leave, vacation leave for unpaid FMLA leave. During FMLA
429 leave, medical, life and LTD insurance coverages will continue with the Corporation paying the usual
430 proportionate share as long as the employee makes timely payment of his/her share.
431

H. SICK LEAVE:

1. Each teacher will receive ten (10) days sick leave the first year in the Corporation, and will receive eight (8) days every year thereafter cumulative to one hundred and seventy (170) days (+8).

2. Sickness is defined by the Corporation as the illness of a teacher.

3. Teachers may use up to ten (10) sick days for the sickness of the teacher's spouse, child, parent, grandchild, grandparent, or any relative or dependent living in the teacher's home. Teachers may petition the Board for use of extra days for family illness.

I. SICK LEAVE BANK: At the beginning of each year, any certificated employee may donate one (1) day toward the establishment and maintenance of a sick leave bank. These days shall be used for the purpose of providing a bank of days which participating certificated employees may use in cases of extended absence because of personal illness.

Unused days in the bank shall carry forward from year to year. Certificated employees shall be asked to donate another day/days when the bank has been depleted to 25 days. Failure to donate the extra day/days upon request will indicate that the certificated employee does not wish to continue participation in the bank. The President of the Association shall be notified when the bank has been depleted to 25 days.

If, after all certificated employees have been consulted, the request for days does not maintain the bank's total days at five (5), the bank shall be discontinued.

Employees may apply for days from the bank according to the following criteria:

1. All sick and personal leave previously accumulated by the individual must be exhausted.

2. An individual must be absent a minimum of ten (10) consecutive days prior to receiving days from the sick bank.

3. Days awarded shall begin on the first (1st) day after exhaustion of all individual sick and personal leave.

4. A physician's statement shall be provided upon application to the bank, and the Corporation may request the physician to renew such statements, as to the nature of the illness or incapacity and a prognosis report for returning to work.

5. A maximum of twenty (20) days may be allowed for one (1) individual each school year.

6. The sick leave bank may be used by participating certificated employees only. It does not include his/her family.

Yearly notification of sick leave bank status will occur at the beginning of each school year on the teachers' first contract day.

The sick leave bank shall be administered by the Triton Board of School Trustees. Application shall be made to the Superintendent of Schools who shall make recommendation for final approval to the Board if the above criteria have been met. Application for use may be made by a personal representative in cases where the individual employee is unable to do so.

488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535

J. DEATH LEAVE: The Corporation will grant leave with pay to teachers in accordance with the following schedule:

1. Five (5) weekdays will be granted following the death of a spouse, child, stepchild, parent, grandparent, brother, sister, mother-in-law, father-in-law, and grandchild. Five (5) days will also be granted for other relatives when they reside in the teacher's household.
2. Two (2) days following the death will be granted with pay in the event of the death of a brother-in-law, sister-in-law, nephew, niece, uncle, aunt, or cousin.
3. The Superintendent may deviate from the above in unusual situations.

K. ASSOCIATION LEAVE: The Association shall be allowed four (4) days with pay to conduct Association business. The Association will pay for the substitute on such days.

L. All leaves may be used in half-day increments. Summer school teachers may use leave days at the rate of one-half (1/2) day of leave equals on (1) day of summer school.

VI. AMENDMENT OF TERMS:

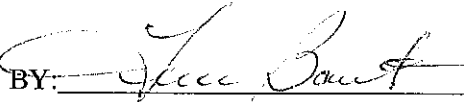
The parties agree that neither of them shall have the right to amend any of the terms of this agreement during the period of this agreement. In the event, however, that both parties should agree to an amendment of this agreement voluntarily, such amendment shall be reduced in writing, executed by representatives of the parties, and ratified by the Association and governing body of the School Corporation and attached to this agreement.

VII. RATIFICATION:

It is understood that this agreement has been negotiated and entered into by representatives of the Association and of the Corporation. It is expressly understood, however, that this agreement does not become binding unless and until it shall have been ratified by the Association and by the governing body of the Corporation, which governing body is its Board of School Trustees.

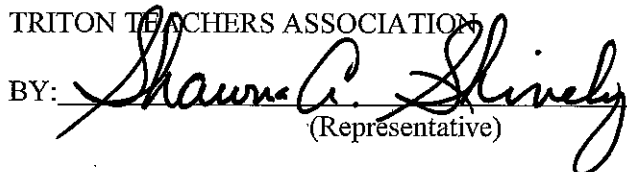
IN WITNESS WHEREOF, the parties have hereunto set their hands this 12th day of October, 2020.

TRITON SCHOOL CORPORATION

BY: 

(Representative)

TRITON TEACHERS ASSOCIATION

BY: 

(Representative)

APPENDIX "A"

REQUIRED WORKSHIP AND TRAINING - Bargaining Unit Members attending any Administrative required trainings and/or workshops, including Project Lead the Way, outside contractual time shall receive a stipend of \$100 per day. Registration, lodging, meals and mileage shall be paid in addition to the \$100 daily stipend. This benefit shall not be paid from the general fund

INPRS shall be paid for all positions and salary and stipends listed in Appendix C & D.

APPENDIX "B"

TRITON SCHOOL CORPORATION TEACHER COMPENSATION SYSTEM

Section 1: Definitions

Legal Criteria

I.C.20-28-6 and I.C. 20-28-9 are the primary basis for this system of pay.

Stipend Unit

One-time money paid in recognition of a particular performance in a compensation category.

Base Unit

Recurring money added to the teacher's base salary (excluding any stipends)

Salary Range

Salary Range, 2019-2020: \$37,000 to \$67,000, not including INPRS contributions; retroactive to the hiring of new bargaining unit members for the 2019-2020 contract year.

Salary Range, 2020-2021: \$37,000 to \$67,000, not including INPRS contributions; retroactive to the hiring of new bargaining unit members for the 2020-2021 contract year.

Base Salary Increases

A. General Eligibility:

1. Except as provided in #2 below, a teacher who did not receive an evaluation rating of "improvement necessary" or "ineffective" is eligible for a salary increase.
2. A teacher who is in the first two years of instructing students who receives an evaluation rating of "improvement necessary" or "ineffective" is eligible for a salary increase under I.C. 20-29-9-2(f).

A teacher who does not satisfy these eligibility criteria remains at their prior year salary.

B. Factors and Definitions:

1. Evaluation Factor - the teacher who has not received an "improvement necessary" or "ineffective" rating in the prior year at Triton School Corporation, except those teachers eligible under Article II, Section A.2 above.
2. Academic Need - Triton values teachers who have been employed for one or more years with Triton School Corporation. Academic need is defined as retaining teachers with one (1) or more years of experience at Triton School Corporation.

C. Distribution:

- a. Advancing levels down on the Salary Schedule (see Salary Schedule attached as Appendix "C").

1. Evaluation Factor - \$0.00. For eligible teachers, Triton School Corporation shall provide a stipend of \$1000.

2. Academic Need - \$ 0.00. For eligible teachers, Triton School Corporation shall provide a stipend of \$500.

Redistribution

Any funds otherwise allocated for teachers rated "improvement necessary" or "ineffective" will be equally redistributed to all teachers "effective" or "highly effective". The redistribution will be in the form of a stipend that will be paid at the end of the school year.

Hiring of Teachers New to Triton

Teachers newly hired to Triton School Corporation shall be placed on the salary schedule at a rate comparable to a current teacher with the same years of experience and degrees possessed. However, to provide flexibility for the Superintendent when seeking an applicant in a hard to fill area, the Superintendent may, at his/her discretion, offer the applicant up to three thousand dollars (\$3,000) additional income in the form of a signing bonus (one-time stipend), an increase to the base salary, or a combination of the two.

Deficit Financing

As it relates to this compensation system, deficit financing, as defined by the state, may result in no compensation increase for the year.

Salary Cap

ECA salaries are not included in a teacher's salary cap.

INPRS

INPRS shall be paid for all salaries at the rate set by the state.

**TRITON SCHOOL CORPORATION
APPENDIX "D"**

	Stipend
FINE ARTS	
Drama Productions Co-Director	727
Color Guard	695
Music Productions Co-Director	1002
Trojan Singers	857
Instrumental Music Competition / Performance	2255
Vocal Music Competition / Performance	1435
ORGANIZATION SPONSORS	
Aces	597
Art Club	597
DECA (FBLA)	1308
FCCLA	597
FFA	1440
ICE	695
Science Club	597
Spanish Club	597
Yearbook	2115
ACADEMIC SPONSORS	
Computer Science Club	597
Destination ImagiNation	597
Elementary Drama	597
Future Problem Solvers	597
Little Hoosiers	597
Math Pentathlon	597
Media Club	597
Media Specialist	2000
National Honor Society	289
Quiz Bowl	597
Robotics Academic Team	597
Spell Bowl	597
Student Council	289
Young Astronauts	597
CLASS SPONSORS	
Grades 7 - 10	289
Grade 11	1308
Grade 12	645

**TRITON SCHOOL CORPORATION
APPENDIX "D"
GIRLS' ATHLETICS**

	Stipend
CROSS COUNTRY	
Cross Country - Assistant	928
CHEERLEADING	
Cheerleading Sponsor (Varsity)	1576
Cheerleading - Assistant/Junior High Coach	1051
Cheerleading - Elementary	788
TENNIS	
Tennis	2500
Tennis Assistant	928
SOFTBALL	
Softball - Varsity	3600
Softball - Varsity Assistant	2069
Softball - Junior Varsity	1775
Softball - Junior High	1679
Softball (Summer Varsity)	1679
TRACK	
Track - Varsity	3300
Track - Junior High	1156
VOLLEYBALL	
Volleyball - Varsity (includes pre/post season conditioning)	4200
Volleyball - Varsity Assistant	1775
Volleyball - 8th Grade	1156
Volleyball - 7th Grade	1156
Volleyball - Elementary	695
BASKETBALL	
Basketball - Varsity (includes pre/post season conditioning)	8100
Basketball - Varsity Assistant	2544
Basketball - Junior Varsity	3176
Basketball - Freshmen	2300
Basketball - 8th Grade	1775
Basketball - 7th Grade	1775
Basketball - Junior High Assistant	1156
Basketball - 6th Grade	1349
Basketball - 5th Grade	1349
GOLF	
Golf	2400
Golf Assistant	1100

**APPENDIX "D"
BOYS' ATHLETICS**

	Stipend
GOLF	
Golf	2400
Golf Assistant	1100
Golf - Junior High	730
CROSS COUNTRY	
Cross Country	2500
Cross Country - Assistant	928
WRESTLING	
Wrestling	3550
Wrestling Assistant	1775
Wrestling - Junior High	1538
Wrestling Assistant - Junior High	928
TENNIS	
Tennis	2500
Tennis Assistant	928
TRACK	
Track - Varsity	3300
Track Assistant (Boys/Girls)	2115
Track - Junior High	1156
BASEBALL	
Baseball - Varsity	3600
Baseball - Varsity Assistant	2069
Baseball - Junior Varsity	1775
Baseball (13 -15)	1679
Baseball (Summer Varsity)	1679
FOOTBALL	
Football - Varsity (includes pre/post season conditioning)	8100
Football Assistant	3176
Football - Freshmen	2300
Football - Junior High	2300
Football - Junior High Assistant	1681
BASKETBALL	
Basketball - Varsity (includes pre/post season conditioning)	8100
Basketball - Varsity Assistant	2544
Basketball - Junior Varsity	3176
Basketball - Freshmen	2300
Basketball - 8th Grade	1775
Basketball - 7th Grade	1775
Basketball - Junior High Assistant	1156
Basketball - 6th Grade	1349
Basketball - 5th Grade	1349