

TRITON SCHOOL CORPORATION

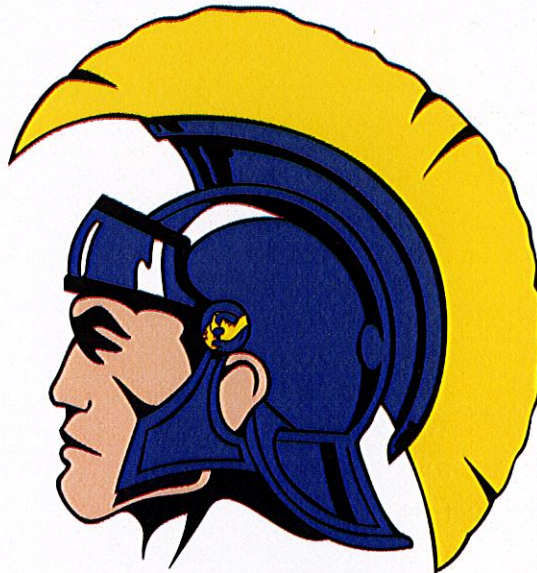
MASTER AGREEMENT

BETWEEN

**THE BOARD OF SCHOOL TRUSTEES OF
TRITON SCHOOL CORPORATION**

AND

TRITON TEACHERS ASSOCIATION



JULY 1, 2023 THROUGH JUNE 30, 2024

Table of Contents

| | |
|--|-------------------|
| Cover Page | 1 |
| Table of Contents | 2 |
| Agreement | |
| Terms | 3 |
| Salary and Wage Provision | 3 |
| Fringe Benefits | |
| Mileage | 4 |
| Insurances | 4 |
| Retirement Severance Benefit | 5 |
| 403b Annuity Plan | 6 |
| Retirement Buyout Benefits | 6-10 |
| 401a Plan | 10-11 |
| Retirement Incentive Notification | 11 |
| Teacher and Association Rights | 11 |
| Leaves of Absence | |
| Personal | 11 |
| Court | 11 |
| Jury | 12 |
| Maternity/Paternity | 12 |
| Professional | 12 |
| FMLA | 12 |
| Sick | 12 |
| Sick Bank | 12-13 |
| Death | 13-14 |
| Association | 14 |
| Amendment of Terms | 14 |
| Ratification | 14 |
| Grievance Procedure | 15-16 |
| Teacher Compensation System | Appendix A |
| ECA Schedule | Appendix B |

**COLLECTIVE BARGAINING CONTRACT BETWEEN THE BOARD OF SCHOOL
TRUSTEES OF TRITON SCHOOL CORPORATION
AND THE TRITON TEACHERS ASSOCIATION**

THIS CONTRACT, made and entered into this 13th day of November, 2023 by and between Triton School Corporation, of Marshall and Kosciusko counties, Indiana, acting by and through its governing body, its Board of Trustees, hereinafter called the "Corporation" and the Triton Teachers Association, an organization of school employees heretofore recognized by the Corporation as the exclusive representative for school employees, hereinafter referred to as the "Association", WITNESSETH:

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

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

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

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

I. TERM OF AGREEMENT

The term of this agreement shall be from July 1, 2023, to June 30, 2024.

II. SALARY AND WAGE PROVISIONS

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

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

Salary payments will be made in twenty-six (26) equal pays. Payment will be made according to wage/employment laws. A "Pay Schedule" will be provided to all teachers to eliminate confusion when there are 53 Fridays in a calendar year.

If a teaching is requests unpaid leave, and it is approved by the board, the unpaid leave can be spread out across multiple pay periods upon the teacher's request.

III. FRINGE BENEFITS

MILEAGE: Mileage for approved trips (not extra-curricular) shall be at the federal mileage reimbursement rate.

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

D. Buy Out Contributions.

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.

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

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

Furthermore, VEBA accounts of employees who have attained the age of fifty-nine (59), but who 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 use the amounts held in his/her separate VEBA account to pay health insurance premiums, term life insurance premiums, and to be reimbursed for unreimbursed medical expenses of the employee, spouse, and dependents. Furthermore, following the death of an employee who had otherwise satisfied the requirements of Subsection B of this Article, 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. At no time may the VEBA make loans to an employee, his/her spouse, or his/her dependents.

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

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

Furthermore, VEBA 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.

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

2. 401(a) Plan. 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 401(a) Plan. Selection of the vendor must be mutually agreeable to both parties.

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

A. Article III(D)

Retirement Savings 401 (a) Annuity Plan

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

B. Vendor Selection

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 401(a) Plan. Selection of the vendor must be mutually agreeable to both parties.

- C. The Board agrees to contribute 1% (one percent) of each individual base salary into each individual's separate 401(a) account.
- D. Teachers will be vested in the 401(a) individual accounts as follows:
 - 1. Those teachers employed by Triton School Corporation in 2003/2004 with five (5) or more years of consecutive years of service shall be immediately vested upon enrollment in the plan.
 - 2. All other teachers will be 50% vested upon signing their 3rd contract and 100% vested upon signing their 6th contract).

Retirement Notification Incentive

The corporation will pay a one-time retirement notification stipend of \$1,200 to any teacher who provides written notice of their retirement at the end of the current school year to the building administrator by the end of the day on February 1st of their retirement year. The stipend will be paid to the teacher on their final paycheck.

IV. TEACHERS AND ASSOCIATION RIGHTS

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

V. LEAVE OF ABSENCE

A. **PERSONAL BUSINESS:** Teachers shall be granted three (3) days during the contract year without loss of compensation for such absence. Personal days taken to extend regular school vacations (Fall Break, Thanksgiving Break, Christmas Break, and Spring Break) will be counted double. i.e. one (1) day used will equal two (2) days lost. This includes the first contracted day and the last contracted day of the school year. Those personal leave days not used during the school year shall be allowed to accumulate up to a maximum of (5) personal leave days after which the unused days shall be added to the accumulated sick/family leave after the close of the school year.

At the end of the school year, a teacher may choose to receive an attendance stipend in exchange for unused personal business days (up to 3 per year). Upon teacher request, the district will pay teachers \$200 for Personal Leave Days not taken during the current school year. The request to participate in the stipend is due to the Central Office by the last teacher contract day of the year. The attendance stipend will be paid out during the June payroll schedule. If a request was not received and the teacher has an excess of 5 personal days, the surplus days will be added to the accumulated sick/family leave after the close of the school year.

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

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

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

D. MATERNITY/PATERNITY LEAVE: Leaves of absence for pregnant teachers shall be followed according to Indiana Code IC20-28-10-5 as may be amended from time to time. Paternity leave will follow the guidelines of sick leave. (5) days of paid Maternity/Adoption leave and (2) days of paid Paternity leave will be allotted after the birth/adoption of the child. All or any portion of additional leave taken by a teacher while under a doctor's care because of pregnancy may be charged, at her discretion, to her available sick leave.

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

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

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

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.

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 ten (10) days with pay to conduct Association business and/or lobbying. 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. The appropriate meetings were held in accordance to law, which allowed for public comment for those in attendance and or participated electronically.

Date of Public Hearing to allow public comment on teacher compensation. 9/11/23

Date of Public Meeting to discuss the Tentative Agreement. 11/06/23

IN WITNESS WHEREOF, the parties have hereunto set their hands this 14 13th day of November, 2023.

TRITON SCHOOL CORPORATION

BY: _____
(Representative)

TRITON TEACHERS ASSOCIATION

BY: _____
(Representative)

GRIEVANCE PROCEDURE

A. PURPOSE

It is the policy of the Board and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use.

B. DEFINITIONS

A "grievance" is any alleged violation of this agreement or any dispute with respect to its meaning or application.

A "teacher" is any person in the unit covered by this agreement.

An "aggrieved party" may be a teacher, group of teachers, or the Association.

A "day" is a working school day.

C. SUBMISSION OF GRIEVANCES

1. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally with the grievant's immediate supervisor.
2. Level One: In the event the aggrieved party believes there is a basis for a grievance, they shall present the grievance using the Grievance Report Form (Appendix C) to the building principal or immediate supervisor, either personally or accompanied by an Association Representative within 30 days after the occurrence disclosure of the facts giving rise to the grievance. The building principal or supervisor has 10 days to provide a written response. Failure to respond within that time, unless extended, shall constitute a denial of the grievance and entitle the aggrieved party to proceed to the next level.
3. Level Two: If the grievance is not settled at Level One, the grievant may, within 5 days of receiving the supervisor's response, submit the grievance using the Grievance Report Form to the Superintendent. The Superintendent has 5 days to provide a written response. Failure to respond within that time, unless extended, shall constitute a denial of the grievance and entitle the aggrieved party to proceed to the next level.
4. Level Three: If the grievance is not settled at Level Two, the aggrieved party may, within 5 days of receiving the Superintendent's response, submit the grievance using the Grievance Report Form to the Board. The Board will hold an evidentiary hearing within 45 days. The Board shall render their decision in writing within 45 days after the hearing.

D. OTHER PROVISIONS RELATING TO THE GRIEVANCE PROCEDURE

1. The number of days indicated at each level shall be considered as maximum, and every effort shall be made to expedite this process. The time limits may be extended by mutual consent in writing by authorized representatives of each party.
2. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation, provided that this provision shall not be a defense to misconduct.
3. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant.
4. If the aggrieved party fails to file or proceed with said grievance, it shall be considered dropped and settled. If the Board or its representatives fail to respond as called for within the grievance procedure, said grievance may advance to the next level.

APPENDIX "A"

TRITON SCHOOL CORPORATION TEACHER COMPENSATION SYSTEM

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, 2022-2023: \$41,000 to \$70,700, not including INPRS contributions; retroactive to the hiring of new bargaining unit members for the 2022-2023 contract year.

Salary Range, 2023-2024: \$42,500 to \$72,200, not including INPRS contributions; retroactive to the hiring of new bargaining unit members for the 2023-2024 contract year

Base Salary Increases

General Eligibility:

- a. A teacher who received an evaluation rating of ineffective or improvement necessary in the prior school year is not eligible for any salary increase and remains at their prior year salary.
- b. A teacher who is currently receiving the highest salary commensurate with the teacher's educational attainment is not eligible for a salary increase.

Factors and Definitions:

- a. Evaluation rating – The teacher received a highly effective or effective evaluation rating for the prior year.
- b. Possess a content area master's degree – The teacher earned a master's degree in a content area as defined by the Indiana Department of Education after January 1, 2022.
- c. Academic Need – The base teacher wage will increase to \$42,500

Distribution – Advancing on the Salary Schedule (See Salary Schedule):

- a. A teacher in the bachelor's column who satisfies the evaluation rating but does not possess a content area master's degree will advance a row in the bachelor's column for the 2023/2024 school year.
- b. A teacher in the master's column who satisfies the evaluation rating will advance a row in the master's column for the 2023/2024 school year.

c. A teacher in the bachelor's column who satisfies the evaluation rating and is in the first year of possessing a content area master's degree (completed after January 1, 2022) will advance to the master's column, but remain in the same row for the 2023/2024 school year.

The increase for advancing a row in either column is \$1,100.

The increase for advancing a column (but staying in the same row) is \$2,200. \$1,100 is for evaluation rating, and \$1,100 is for the first year of possessing a content area master's degree. (Education = 50% of the increase)

Redistribution

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

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. Notification will be provided to the Triton Teacher's Association when this flexibility is implemented.

| | Level | Bachelors | Masters in Content Area |
|----|-------|--------------|-------------------------|
| 0 | Base | \$ 42,500.00 | \$ 44,700.00 |
| 1 | A | \$ 43,600.00 | \$ 45,800.00 |
| 2 | B | \$ 44,700.00 | \$ 46,900.00 |
| 3 | C | \$ 45,800.00 | \$ 48,000.00 |
| 4 | D | \$ 46,900.00 | \$ 49,100.00 |
| 5 | E | \$ 48,000.00 | \$ 50,200.00 |
| 6 | F | \$ 49,100.00 | \$ 51,300.00 |
| 7 | G | \$ 50,200.00 | \$ 52,400.00 |
| 8 | H | \$ 51,300.00 | \$ 53,500.00 |
| 9 | I | \$ 52,400.00 | \$ 54,600.00 |
| 10 | J | \$ 53,500.00 | \$ 55,700.00 |
| 11 | K | \$ 54,600.00 | \$ 56,800.00 |
| 12 | L | \$ 55,700.00 | \$ 57,900.00 |
| 13 | M | \$ 56,800.00 | \$ 59,000.00 |
| 14 | N | \$ 57,900.00 | \$ 60,100.00 |
| 15 | O | \$ 59,000.00 | \$ 61,200.00 |
| 16 | P | \$ 60,100.00 | \$ 62,300.00 |
| 17 | Q | \$ 61,200.00 | \$ 63,400.00 |
| 18 | R | \$ 62,300.00 | \$ 64,500.00 |
| 19 | S | \$ 63,400.00 | \$ 65,600.00 |
| 20 | T | \$ 64,500.00 | \$ 66,700.00 |
| 21 | U | \$ 65,600.00 | \$ 67,800.00 |
| 22 | V | \$ 66,700.00 | \$ 68,900.00 |
| 23 | W | \$ 67,800.00 | \$ 70,000.00 |
| 24 | X | \$ 68,900.00 | \$ 71,100.00 |
| 25 | Y | \$ 70,000.00 | \$ 72,200.00 |

Initial Placement

Teachers will initially be placed on the salary schedule based on their years of experience and degree earned. The differentiation caused by transitioning to this salary schedule is a result of academic need.

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 by the corporation for all salaries at the rate set by the state.

TRITON SCHOOL CORPORATION

APPENDIX "B"

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

| | Stipend |
|--|----------------|
| FINE ARTS | |
| Drama Productions Co-Director | 727 |
| Color Guard | 695 |
| Music Productions Co-Director | 1002 |
| Jazz Band | 857 |
| Elementary Shining Stars | 597 |
| Trojan Singers | 1435 |
| Instrumental Music Competition / Performance | 2255 |
| Vocal Music Competition / Performance | 1435 |
| ORGANIZATION SPONSORS | |
| Aces | 597 |
| Art Club | 597 |
| DECA (FBLA) | 1308 |
| FFA | 2000 |
| Science Club | 597 |
| Spanish Club | 597 |
| Spirit Club | 597 |
| Yearbook | 2115 |
| ACADEMIC SPONSORS | |
| Little Hoosiers | 597 |
| Media Specialist | 2000 |
| National Honor Society | 597 |
| Robotics Academic Team | 597 |
| Student Council | 597 |
| CLASS SPONSORS | |
| Grades 7 - 8 | 597 |
| Grade 11 | 1308 |
| Grade 12 | 645 |
| PROGRAM SPONSOR INCENTIVE | |
| Excluding the opening/qualifying rounds of ISSIMA/FFA/DECA, Head Sponsors will receive \$200 for advancement/extension of season to the state sanctioned competitions and \$50 per week for extension of their originally paid duties in their prospective area. | |

**TRITON SCHOOL CORPORATION
APPENDIX "B"**

| | | | Stipend |
|--|-----------|----------------------|--|
| OTHER | | | |
| New Teacher Mentor | | | \$500.00 |
| Technology Intergration Coach | | | \$1,000.00 |
| Assistant Athletic Director | | | \$8,000.00 |
| Curriculum Development, SAT Team, Special Education Required District Meetings, Study Table, Detention | | | \$26.00 per hour |
| Administrative approved trainings and/or workshops outside contractual time | | | \$26.00 per hour (max 6 hours per day) |
| Independent Study Supervision during prep period | | | \$1,000 |
| High Ability Cluster Teacher | | | \$500.00 |
| Athletic Supervisor | | | \$40.00 per event (48) |
| Summer Open Gym Supervisor | | | \$26.00 per hour (50 hours max) |
| Weight Room Supervisor (per quarter) | | | \$ 1,000 |
| Auditorium Supervisor | | | \$ 1,500 |
| Kindergarten Teacher Home Visits/7th Grade Phone Calls Before School Starts | | | Hourly rate plus mileage |
| Ticket Takers at Extra-Curricular Events | | | \$8.50 per event |
| Administrative Approved Presentations | | | \$50.00 per session |
| Background Checks | | | Any new teacher seeking to be hired is responsible for the cost of the initial background check. Any future background checks as required by law will be paid for by the school corporation. |
| Athletic Event Supervision | | | |
| Teams | | | |
| Cross Country | | Home Events | \$ 250 |
| JH Cross Country | | Home Events | \$ 250 |
| Volleyball | + mileage | Home and Away Events | \$ 500 |
| JH Volleyball | | Home Events | \$ 250 |
| Softball (V and JV) | | Home Events | \$ 250 |
| Baseball | | Home Events | \$ 250 |
| JH Baseball | | Home Events | \$ 250 |
| Track | | Home Events | \$ 250 |
| JH Track | | Home Events | \$ 250 |
| Wrestling | | Home Events | \$ 250 |
| JH Wrestling | | Home Events | \$ 250 |
| Girls Basketball | + mileage | Home and Away Events | \$ 750 |
| JH Girls Basketball | + mileage | Home and Away Events | \$ 500 |
| Boys Basketball | + mileage | Home and Away Events | \$ 750 |
| C-Team | | Home and Away Events | \$50/game |
| JH Boys Basketball | + mileage | Home and Away Events | \$ 500 |
| Varsity Football | + mileage | Home and Away Events | \$ 500 |
| JV Football | | Home Events | \$50/game |
| JH Football | | Home Events | \$50/game |
| | | | |
| | | | |

**TRITON SCHOOL CORPORATION
APPENDIX "B"
COED' ATHLETICS**

| | Stipend |
|--|----------------|
| CROSS COUNTRY | |
| Cross Country Boys/Girls | 1500 |
| Cross Country - Assistant | 928 |
| Cross Country - Junior High | 1100 |
| Cross Country - Junior High Assistant | 700 |
| TRACK | |
| Track - Varsity | 3300 |
| Track Assistant (Boys/Girls) | 2115 |
| Track - Junior High | 1156 |
| VARSITY COACH PROGRAM INCENTIVE | |

Excluding opening round of the State Tournament, Varsity coaches will receive \$200 for each game they participate in and \$50 per week for the extension of their season beyond the first week.

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

| | Stipend |
|--|---------|
| CHEERLEADING | |
| Cheerleading Sponsor Fall (Varsity) | 1000 |
| Cheerleading Sponsor Winter (Varsity) | 1000 |
| 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 |
| 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 | 2500 |
| Golf Assistant | 1100 |
| Golf - Junior High | 925 |

VARSITY COACH PROGRAM INCENTIVE

Excluding opening round of the State Tournament, Varsity coaches will receive \$200 for each game they participate in and \$50 per week for the extension of their season beyond the first week.

**TRITON SCHOOL CORPORATION
APPENDIX "B"
BOYS' ATHLETICS**

| | Stipend |
|--|----------------|
| GOLF | |
| Golf | 2500 |
| Golf Assistant | 1100 |
| Golf - Junior High | 925 |
| WRESTLING | |
| Wrestling | 3550 |
| Wrestling Assistant | 1775 |
| Wrestling - Junior High | 1538 |
| Wrestling Assistant - Junior High | 928 |
| Elementary Wrestling | 695 |
| TENNIS | |
| Tennis | 2500 |
| Tennis Assistant | 928 |
| 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 |

VARSIITY COACH PROGRAM INCENTIVE

Excluding opening round of the State Tournament, Varsity coaches will receive \$200 for each game they participate in and \$50 per week for the extension of their season beyond the first week.