

**BOARD OF SCHOOL COMMISSIONERS  
INDIANAPOLIS PUBLIC SCHOOLS  
Indianapolis, Indiana**

**Agenda Item No.**

**Date:** October 27, 2009

**Related Pages (s):**

**Presented by:** Eugene G. White, Ed.D  
Jane Hart-Ajabu

**Key Result Area:** KRA 6- Objective 2: Effectively recruit, hire, develop and retain quality personnel to teach and serve children.

|                          |
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| <b>BOARD ACTION ITEM</b> |
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**Topic:** An amendment to Salary Resolution Number 5231 – Approval of the Agreement between the Board of School Commissioners and the Indianapolis Education Association for 2007-2008, 2008-2009, and 2009-2010.

**Background Information:**

The Board of School Commissioners and the Indianapolis Education Association reached agreement on the master contract for the 2007-2008, 2008-2009, and 2009-2010 School Years. Action occurred on August 25, 2009.

**Administrative Consideration:**

- a) Certain changes to language of the Contract regarding bereavement leave days, personal days and Reduction in Force (RIF).
- b) Miscellaneous Pay Increases including Special Early Retirement Incentive, Curriculum Writing and Planning, National Board Certification, and Mater's Degree Equivalency.
- c) An increase in the Board's contribution to insurance for 2008-2009 according to the following chart. The increase is retroactive to January 1, 2009, and will be paid in a lump sum.

| <b><u>Coverage Options</u></b> | <b><u>2008-2009</u></b> | <b><u>2009-2010</u></b> |
|--------------------------------|-------------------------|-------------------------|
| Employee                       | \$4,993                 | No Increase             |
| Employee/Child                 | \$6,727                 | No Increase             |
| Employee/Spouse                | \$9,034                 | No Increase             |
| Family                         | \$9,658                 | No Increase             |

Premium changes will take place the first pay in November 2009.

- d) A 1% salary increase will be paid retroactively to all retirees and teachers who where reduced in force (RIF'd) for 2007-2008.
- e) A salary increase of 2%, on the base, a 1% Bonus Payment, and a 1% one-time payment into 403b retirement accounts will occur for 2009-2010.

**\*\*\*Superintendent's Recommendation:**

I recommend that the Board of School Commissioners approve Resolution Number 5231, the current Agreement with the Indiana Education Association to include the language of the Contract and salary tables that reflect a 1% salary increase for 2007-2008 and a 2% salary increase, on the base, for 2009-2010.

AGREEMENT

between the

BOARD OF SCHOOL COMMISSIONERS  
OF THE CITY OF INDIANAPOLIS

and the

INDIANAPOLIS  
EDUCATION ASSOCIATION

2007-2008  
2008-2009  
2009-2010

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## **PREAMBLE**

This Agreement is entered into, by and between the Board of School Commissioners of the City of Indianapolis, Indiana, hereinafter called the "Board" or "IPS," and the Indianapolis Education Association, hereinafter called the "Association" or "IEA."

**ARTICLE I**  
**RECOGNITION**

**Section 1:** The Board recognizes the Association as the sole and exclusive bargaining representative for all licensed contractual employees of the Board including licensed teachers, social workers, guidance counselors, school psychologists, nurses, speech and language pathologists, teachers on special assignment, lead teachers, instructional coaches, and media specialists, hereinafter the Negotiating Unit, except employees who are administrators, supervisors, confidential employees or employees performing security work, including but not limited to employees in the following classifications:

Superintendent, Chief of Staff, Executive Assistant to the Superintendent, Associate Superintendent, Assistant Superintendent, Assistant to the Superintendent, Administrative Assistant, Director of Instruction, Principal, Supervisor, Assistant Principal, Consultant, Elementary and Personnel Coordinators, High School Evening School Director, High School Media Director, Athletic Director, Dean, Assistant Dean, Department Head, Chief of Human Resources, Academic Dean, Campus Administrator and Assistant to Campus Administrator.

**Section 2:** This recognition shall continue until successfully challenged by members of the Negotiating Unit under provisions of Indiana Public Law 217, and rules and regulations of the Indiana Education Employment Relations Board.

**Section 3:** The term "teacher," when hereafter used, shall refer to every employee in the above defined Negotiating Unit.

## ARTICLE II

### PAYROLL DEDUCTIONS

**Section 1:** Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board, through the IEA office, a form authorizing deduction of membership dues in the Association, the Indiana State Teacher Association and the National Education Association. If such authorizations are received by the Board not less than ten (10) calendar days prior to the first payroll of the school year, the deductions shall begin with said first paycheck and shall be divided equally among the first twenty-six (26) paychecks received by the teacher in that school year. Deductions of such membership dues from the paychecks of a teacher authorizing such deductions after the above deadline for initiation on the first paycheck shall begin no later than the second paycheck received by such teacher after IPS' receipt of the authorization form. The total amount of dues to be deducted shall be divided as evenly as possible among the number of paychecks to be received by the teacher beginning with the first paycheck from which a deduction is made through the twenty-sixth paycheck received by the teacher in the school year for which the authorization is submitted. Deductions may be canceled upon receipt by the IPS payroll department of written notice, who shall forward a copy of such notice to the IEA UniServ Director not more than eight (8) days after its receipt. Deductions shall continue from year to year unless canceled as provided herein. The Board shall transmit the membership dues to the Association on the same basis and timetable that it transmits other payroll deductions. The Board shall not be liable to the Association, the ISTA, or the NEA, for failure to make deductions for dues. In the event of any overcharge already remitted to the Association, it shall be the responsibility of the Association alone to adjust the matter with the teacher overcharged. In the event of undercharge the Board shall (after receiving written notice of the undercharge from the Association office) make a correction during the next succeeding pay periods.

**Section 2:** Payroll deductions are available for the following:

**A. Mandatory deductions:**

1. Federal income tax
2. State income tax; and
3. Social Security.

**B. Voluntary deductions:**

1. Tax-deferred annuities/tax-deferred mutual funds (see Appendix C);
2. Group Health, Accident Major Medical Insurance;
3. Group Life Insurance;
4. Income Protection--Long Term Disability;
5. Association Dues;

6. Credit Union;
7. IPS Charitable Giving Campaign(s);
8. Insurance programs officially endorsed by the Association, provided that the Association shall not endorse more than five (5) such programs;
9. U.S. Savings Bonds if authorized by two percent (2%) of the unit members;
10. INDYPAC/IPACE/NEA Fund for Children and Public Education if authorized by unit members; and
11. IPS Education Foundation

Authorized voluntary deductions will be taken from the twenty-six paychecks issued.

**Section 3:** Members of the Negotiating Unit may participate in tax-deferred annuities/tax-deferred mutual funds, under IRS Code 403(b)(7) under provisions developed by the parties in 1983. Effective July 1, 2006, the companies available for payroll deductions for such programs shall be the companies listed in Appendix C of this Agreement. Additional annuities may be added if authorized in writing by five percent (5%) of the unit members and they are willing to enter into the conditions and agreements required by IPS. The three (3) companies with the lowest participation rates will be eliminated each year until all remaining companies have a participation rate of at least five percent (5%).

## ARTICLE III

### PROFESSIONAL AND PERSONAL LEAVES

**Section 1: Personal.** Each teacher shall annually be granted three (3) days for personal leave. These days shall be used for any purpose at the discretion of the teacher and may be taken in time periods of not less than one-half ( $\frac{1}{2}$ ) days. No reason must be given other than personal business. Teachers shall be given an accounting of their unused personal leave days on each paycheck advice. Unused personal leave days shall be added to accumulated sick leave at the end of the school year up to the maximum for sick leave accumulation. However, if a teacher has an attendance record of 97% or higher for the previous school year (excluding FMLA leave and professional development days), then the teacher shall be permitted to carry over and accumulate unused personal days up to a maximum of four (4) personal leave days, and any unused personal leave days beyond the four (4) shall be added to accumulated sick leave. Any teacher who is initially contracted on or after the first day of the second semester of any school year shall be entitled to one-half ( $\frac{1}{2}$ ) of the foregoing annual amount of personal leave for that school year.

**Section 2: Bereavement.** In case of death in the immediate family at a time when school is in session, the employed teacher shall be allowed leave with full pay for up to five (5) consecutive working days within 14 calendar days following the date of such death. The immediate family is defined to include: husband, wife, child, grandchild, parents or guardian, grandparents, sister, brother, each similar relationship established by marriage, any other legal dependent, and any person for whom the teacher was a legal dependent. A teacher shall be allowed one (1) day's leave of absence with full pay to attend the funeral of an aunt, uncle, niece or nephew, and each similar relationship established by marriage. In the event of the death of a member of the faculty of a school, other members of that faculty and other teachers, who were members of the same school faculty as the deceased in either of the two (2) preceding school years and/or were on the same school faculty with the deceased for at least five (5) school years, will be allowed released time to attend the funeral if such teacher(s) can arrange coverage of classes by other faculty member(s) of that school.

**Section 3: Professional.** A teacher may request time off with or without pay for attendance at programs, conferences, workshops or seminars conducted by colleges, universities, governmental agencies, the NEA, ISTA, IEA, or affiliates thereof, and any other professional organization whose activities are related to education or the job of a teacher. Such request shall be directed to the Superintendent or his/her designee. The Board may provide sufficient funds to pay expenses incurred by teachers on professional leaves. The teacher shall file a written report of his/her activities within one (1) week of his/her return from a conference, etc., for which the Board has provided funds to cover the teacher's expenses. The Board may consider projected teacher absenteeism for the day for which leave is requested in considering such requests.

**Section 4: Legal.** In the event a teacher is required to perform jury duty, any jury duty remuneration that is offered shall be deducted from the teacher's pay.

**Section 5: Civic.** A teacher may be granted, upon request, a non-paid leave to perform civic duties at the state or local level for up to two (2) days per year. The Board may consider projected teacher absenteeism for the day for which leave is requested in considering such requests.

**Section 6: Religious.** Any teacher shall be granted, if notice is provided to his/her immediate supervisor not less than two (2) weeks in advance, up to three (3) days per year for observance of recognized religious holidays which occur on scheduled school days, such leave to be without pay.

**Section 7: Emergency Leave.** If a teacher has exhausted his/her annual three (3) days of personal leave, and the teacher or a member of the teacher's immediate family is involved in an emergency, he/she may apply to convert up to five (5) sick leave days for any such year to an emergency leave day. Request for such conversion must be submitted to a special committee composed of two (2) individuals appointed by the Association President and two (2) individuals appointed by the Superintendent. The Committee may request reasons or justification for such conversion, and a majority decision by the Committee shall be required to approve the conversion -- which will normally be after the absence for which the conversion is requested. This applies only to emergencies, and the parties anticipate that conversion will occur only under limited, extraordinary circumstances.

## ARTICLE IV

### ILLNESS OR DISABILITY LEAVES

**Section 1: Personal Illness.** Every teacher shall have ten (10) sick leave days during his/her first year in the system and eight (8) days sick leave each year thereafter. In any given year, seven (7) of such days may be used due to illness of any member of the teacher's immediate family (as defined in Article III, Section 2). If a teacher takes a leave under the Family and Medical Leave Act (see Section 2) to care for a child, parent or spouse, then the teacher, upon request, can use up to an additional twenty (20) accumulated sick days concurrently with FMLA. A teacher may accumulate unused sick leave without limit, which accumulated leave shall be used for sick leave purposes only. Any teacher who is initially contracted on or after the first day of the second semester of any school year shall be entitled to one-half (1/2) of the foregoing annual amount of sick leave for that school year.

**Section 2: Family and Medical Leave Act.** Teachers should be aware that they also may qualify for leave under the terms of the Family and Medical Leave Act (FMLA). Such leaves are provided for, and governed by, federal law. FMLA leaves are unpaid; however, under certain circumstances a teacher may be required or permitted to utilize other paid leave provided by this Agreement concurrently with FMLA leave, which could result in the teacher receiving pay for some or all of the time the teacher is on FMLA leave. When a teacher is on FMLA leave, he/she shall earn credit on the salary schedule as though the teacher had been actively teaching during the period of the leave. IPS will continue to pay its portion of all insurance coverages provided for in this Agreement while a teacher is on an FMLA leave. Rules for implementation of the FMLA are established by IPS. To apply for an FMLA leave, contact the Human Resources Division to obtain the appropriate information and forms.

**Section 3:** The Sick Leave Bank is established for use by teachers who have exhausted their own accumulated sick leave. Any teacher may participate by voluntarily contributing one (1) sick leave day per year to the Bank. Days shall be contributed by October 15 (or thirty (30) days after the ratification of the Agreement, whichever is later) of each year. Any new teacher hired after October 15th in any school year may contribute a day to the Bank within his/her first thirty (30) school days of employment. Only teachers who have contributed to the Bank shall be eligible to derive benefits from the Bank. The Bank shall be administered by the Association, and any grant approval received by the IPS by 9:00 a.m. on the Friday of a regular payday shall be paid by way of the adjustment procedure no later than the following Thursday. Grants under this provision shall not exceed Two Hundred Forty-One Thousand One Hundred Thirty-Six Dollars (\$241,136.00) during the 2009-2010 school year

## ARTICLE V

### UNPAID LEAVES OF ABSENCE

**Section 1: Teaching.** Upon application, a leave of absence of up to one (1) year may be granted to any teacher to teach out of the State of Indiana, provided said teacher states his/her intention to return to the school system. The application deadline shall be June 15 immediately preceding the school year during which the leave shall be taken for Alternative Calendar schools and July 1 immediately preceding the school year during which the leave shall be taken for Regular Calendar schools. Such leave shall be extended for one (1) school year upon written request by the teacher made pursuant to Section 13. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period but in no case will credit on the salary schedule exceed one (1) year except as provided in Article IX, Section 4; and, furthermore, he/she shall receive all rights and benefits which generally accrue to any teacher. Eligibility for this provision shall be a minimum of two (2) years' teaching in the Indianapolis Public Schools.

**Section 2: Study.** A leave of absence without pay of not more than one (1) year's duration shall be granted upon application to the teacher for the purpose of engaging in full-time study (a minimum of 24 semester hours during the regular school year) at an accredited college or university in a field which is related to the teacher's professional responsibilities. The application deadline shall be June 15 immediately preceding the school year during which the leave shall be taken for Alternative Calendar schools and July 1 immediately preceding the school year during which the leave shall be taken for Regular Calendar schools. Such leave shall be extended for a second school year upon written request by the teacher and under the condition that such teacher met the full-time study requirements of this Section during the first year and shall meet said requirements during the second year. Credit on the salary schedule shall be given (for up to one (1) year) as though the teacher had taught in the system during such period.

**Section 3: Military.** A military leave of absence without pay shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. For the purpose of placing the individual on the salary schedule upon his or her return, up to five (5) years of military experience shall be counted as teaching experience for every teacher who shall have been granted a leave for military service and shall have served honorably, unless otherwise required by applicable law.

**Section 4: Association Work.** A leave of absence of up to one (1) school year shall be granted to any teacher upon application, for the purpose of serving as an officer or staff member of the Association (local, state and/or national). The application deadline shall be June 15 immediately preceding the school year during which the leave shall be taken for Alternative Calendar schools and July 1 immediately preceding the

school year during which the leave shall be taken for Regular Calendar schools. Notwithstanding any other provision of this Agreement, such leave shall be extended for one (1) school year upon written request by the teacher, mailed at least sixty (60) days prior to the end of the first leave. Any teacher serving as President of the Indianapolis Education Association shall be granted extensions of leave under this Section for the length of the term or terms he/she serves in such capacity. Upon returning from such leave, such teacher shall be placed at the same position on the salary schedule as would be appropriate if the teacher had taught in the system during such period; and furthermore, shall receive all rights and benefits which generally accrue to any teacher. Prior to returning from said leave, the teacher will be provided notification of each vacancy as it occurs for which the teacher is certified and shall have first choice of any openings over new teachers and teachers with less experience.

**Section 5: Pregnancy Disability.** A teacher who has a pregnancy-related disability is entitled to leave for the period of the disability. All such applications for granting and/or extending said leaves shall be accompanied by a statement from a licensed physician attesting to the inability of the teacher to continue her teaching duties. Accumulated sick leave may be used for any part of the disability leave. The teacher is requested to give as much advance notice as possible of her return to work date. Any leave under this provision runs concurrently with FMLA.

**Section 6: Child Rearing.** A leave of absence without pay spanning not more than two (2) consecutive school years shall be granted upon application to a teacher for child rearing purposes. If the requested leave is not due to birth or adoption, then the application deadline shall be June 15 immediately preceding the school year during which the leave shall be taken for Alternative Calendar schools and July 1 immediately preceding the school year during which the leave shall be taken for Regular Calendar schools. Such leave shall be without pay. The teacher normally will return at the beginning of a grading period. Other arrangements must be by agreement with the Human Resources Division. Any leave under this provision runs concurrently with FMLA.

**Section 7: Adoptive.** An adopting teacher may request a short term adoptive leave under the provisions of the FMLA.

**Section 8: Disability.** A teacher who is unable to teach because of personal illness or disability shall be granted, upon application, a leave of absence, without pay, for the duration of such illness or disability but not more than one (1) school year. Such leave or the first one- (1) year extension thereof shall be extended for one (1) additional school year upon written request by the teacher. Such a leave and extensions thereof shall not be granted for more than a total of three (3) consecutive school years. If the teacher continues to be disabled and is unable to return to work after three consecutive school years, then he/she will be deemed to have resigned his/her employment with IPS. However, the teacher shall continue to be entitled to receive any disability benefits to which he/she is entitled. Additionally, if the teacher recovers and is released to return to work, then he/she will be given preference to fill an open position for which he/she is qualified. All such applications for granting and/or extending said leaves

shall be accompanied by a statement from a licensed physician attesting to the inability of the teacher to continue his or her teaching duties. The teacher is requested to give as much advance notice as possible of his/her return to work date. A teacher need not have depleted all sick leave available in order to be granted an unpaid leave for illness or disability. Any leave under this provision runs concurrently with FMLA.

**Section 9: Public Office.** Leaves without pay shall be granted to serve in elected public office. Such leaves shall be granted annually and renewed annually for the length of the term of office. In addition, a reasonable period of time may be granted to a teacher for the purpose of campaigning for himself/herself for public office and the approval or disapproval for campaigning shall not be based on factors related to the position sought or the political views or party of the candidate. Teachers must give written notice to the IPS Human Resources Department as far in advance as possible.

**Section 10: Family Illness.** A leave of absence without pay or increment of up to one (1) year shall be granted for the purpose of caring for a sick member of the teacher's immediate family. Any leave under this provision runs concurrently with FMLA.

**Section 11: Other Unpaid Leaves.** Upon application, a teacher shall be granted a one- (1) year leave of absence without pay for any reason other than being employed by another primary or secondary educational institution in Indiana or a circumstance covered by Sections 1 through 10 of this Article, provided that the teacher: (1) makes the request no later than the June 15 immediately preceding the school year during which the leave shall be taken for Alternative Calendar schools and the July 1 immediately preceding the school year during which the leave shall be taken for Regular Calendar schools; (2) the teacher requesting the leave has not been granted a leave under this provision previously; and (3) the teacher requesting the leave has not taken any other leave under this Article during the previous school year. A teacher shall not receive any experience credit on the salary schedule for the year spent on such leave.

**Section 12: Unrequested Leaves.** No teacher shall be placed on an involuntary unpaid leave during the life of this Agreement unless the teacher is afforded the opportunity for a hearing provided in Board Resolution No. 1043 (November, 1973). Such leave may be recommended by the Superintendent only for reason of physical disability or sickness, insubordination, immorality, incompetency, neglect of duty, or other good and just cause. A teacher who is placed on suspension pending a decision by the Board under Board Resolution No. 1043 shall continue to receive full pay and benefits pending said decision.

**Section 13: Return from Leave.** Teachers are encouraged to give as much notice as possible of their intent to return from a leave of absence. For teachers who are on a leave of absence for one (1) year or longer the following notification requirements apply:

1. By January 15, IPS will send by certified mail, return receipt requested, to the last address the teacher provided to the Human Resources Division a form for the teacher to declare for the upcoming school year if he/she is going to return to work, extend the leave (if an extension is available) or resign;
2. By March 1, the teacher must return the completed form to the Human Resources Division;
3. If the teacher does not do so, then the teacher shall be deemed to have resigned his/her employment with IPS.

Upon return from any leave, a teacher shall be assigned to a position comparable to his/her previous position, if available. In no event will the teacher's base pay be less than it would be if he/she were to return to the position held prior to the leave. Insurance programs may be retained at employee expense during the leave.

## ARTICLE VI

### JOB SHARING

**Section 1:** The phrase "job sharing" shall mean two (2) bargaining unit members sharing one (1) full-time position. Job sharers shall not be deemed part-time employees.

**Section 2:** The Board shall pay, on behalf of each job-sharing teacher, seventy-five percent (75%) of the amount toward the fringe benefits set forth in Article XI of the collective bargaining agreement that the Board pays for full-time teachers. In addition, members of a job-sharing team shall receive one-half (1/2) the number of sick days and personal leave days provided to full-time teachers. Both members of a job-sharing team shall be responsible for attending all faculty meetings, parent-teacher conference, and in-service sessions which the full-time bargaining unit employees assigned to their building are required to attend.

**Section 3:** Absences of one (1) member of a job-sharing team of three (3) or fewer days at one time may be covered by the other member of such team provided the job-sharers have agreed to such a plan and properly notify the administration of the school of such agreement and of each incident when such an absence is to be covered by the other team member. If any absence is covered in this manner, the absent teacher shall not be required to use sick leave or personal leave for such absences.

**Section 4:** Each job sharer shall advance on the salary schedule as if he/she had taught full-time.

## ARTICLE VII

### RETIREMENT PAY AND BENEFITS

**Section 1:** Any teacher declaring his or her intention to retire at the close of the school year shall upon retirement receive from the Board a lump sum payment for each year of service in the Indianapolis Public Schools and for each day of unused sick leave provided the Human Resources Division is informed in writing. This payment will be made to the teacher's 403(b) account. An Intent to Retire form may be obtained from the Human Resources office or the Association office. The service credit will be prorated for any partial year of service in the Indianapolis Public Schools.

Subject to the cap listed below and on a first come-first served basis, if a teacher completes an Intent to Retire form declaring his/her intent to retire at the close of the school year and submits it to the Human Resources Division before July 1st of the year preceding his/her intended retirement, the lump sum payment shall consist of an amount equal to one hundred and twenty-five dollars (\$125) for each year of IPS service and fifty-five dollars (\$55) for each day of unused sick leave. For those giving notice between July 1st and October 31st, the figures for the lump sum payment shall be one hundred and fifteen dollars (\$115) for each year of service and forty-five dollars (\$45) for each unused sick leave day. If notice is given between November 1st and March 31st, the figures shall be one hundred and ten dollars (\$110) for each year of IPS service and forty dollars (\$40) for each unused sick leave day. Those giving notice on April 1st or thereafter shall receive one hundred and five dollars (\$105) for each year of IPS service and thirty-five dollars (\$35) for each unused sick leave day. The maximum total payments above \$105 for each year of service and \$35 per day of unused sick leave shall not exceed One Hundred Thousand Dollars (\$100,000) in any school year. The added amounts shall be paid to teachers in order of their submission of Intent To Retire forms until the cap is reached. Years of IPS service after the 2003-2004 school year shall not be taken into account for any teacher in computing benefits under this Section.

In the event of a significant change in the teacher's personal situation, he/she may rescind the intent to retire providing a vacancy for which he/she is certified exists or becomes available before the effective day of his/her projected retirement.

Any teacher 62 years of age or under who seeks the service credit benefit referred to in the preceding paragraph shall submit satisfactory proof that an application of retirement benefits has been made and approved by one or both of the following: (a) Social Security, (b) Indiana State Teachers Retirement.

Additionally, any teacher retiring at the close of the school year under this Section shall be entitled to the same consideration for employment in a summer school teaching assignment in the summer immediately following his/her last year of teaching as that given to any other teacher.

The benefits provided under this Section with respect to years of IPS service shall not be available to any teacher (a) who first begins work in IPS on or after the first day of the 2000-2001 school year or (b) who, after having terminated IPS employment for any reason, resumes work in IPS on or after that date.

The years of service benefit is payable only to teachers who properly submit their Intent to Retire form by March 6, 2010. Teachers who submit the Intent to Retire form after that date will not be eligible for the years of service benefit and, instead, will participate in the buy-out program. In addition, for all teachers who submit their Intent to Retire form after March 6, 2010, the payment for each unused sick day shall be thirty-five dollars (\$35.00).

**Section 2:** Should a teacher who is otherwise eligible for retirement pay and benefits under this Article die during the school year, the amount of money, if any, to which such teacher would have been entitled under Section 1, shall still be paid.

**Section 3:** Each teacher shall have the option to make contributions to the 403(b) Retirement Savings Plan by payroll deduction up to the maximum allowable by federal law, and IPS shall match the teacher's contribution dollar-for-dollar not to exceed 0.5% of the teacher's base salary or \$105, whichever is less.

Teachers shall have the option of rolling into the Plan assets from other Tax Sheltered Annuities, as permitted by federal law.

If a teacher first begins work in IPS prior to the beginning of the 2000-2001 school year, that teacher's Plan accounts shall be fully vested immediately. If a teacher first begins work in IPS on or after the first day of the 2000-2001 school year, that teacher's Plan accounts attributable to employer contributions shall become fully vested after five (5) years of service in the district. If a teacher terminates employment with IPS for any reason before his or her accounts have become fully vested, those accounts will be forfeited. If such a teacher later returns to IPS employment, the returning teacher will start with no account balance and must accumulate five (5) additional years of service after returning to become fully vested in new account accruals attributable to employer contributions. A teacher's absence under an authorized leave, paid or unpaid, will not be a termination of employment.

Each teacher's Plan accounts attributable to teacher contributions and rollover contributions shall be fully vested at all times.

For each pay period, IPS shall deposit the teacher's contribution and the employer's contribution for each teacher into individual accounts for the teacher, as established by the selected vendor.

In the event a teacher's employment is terminated, the teacher may choose to receive a distribution of the vested balance of his or her Plan accounts, at any time and in any form permitted by the selected investment provider and federal tax law, or to transfer that vested balance under applicable federal law. In the event of death, the

teacher's vested account balance shall be distributed to the teacher's designated beneficiary, or estate, if no beneficiary exists.

## ARTICLE VIII

### SUMMER SCHOOL, INTERSESSION AND ADULT EDUCATION

**Section 1:** Teachers of summer school, intersession and adult education classes shall be issued a Supplemental Services Teachers Contract. The teachers shall be paid at an hourly rate which is computed by dividing the teacher's annual base salary by the number of contract days (190 contract days). This equals the daily rate, which divided by six (6), equals the teacher's hourly rate.

**Section 2:** Any teacher who teaches in the summer school shall be credited with all appropriate teaching experience for determination of summer school salary, including the school year which concludes immediately prior to the beginning of the summer school.

**Section 3:** Any teacher employed in the summer school, intersession and/or the evening school program may annually utilize not more than one (1) of his/her regularly accumulated days of sick leave or personal business leave for illness leave during the summer school or evening school program. Each absence from an individual summer school or evening school session shall be charged as one half (1/2) of a regular accumulated leave day.

**ARTICLE IX**  
**PROFESSIONAL COMPENSATION**

**Section 1:** The basic salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to, and incorporated in this Agreement. The Board shall continue to pay, on behalf of each teacher, the teacher's contribution to the Indiana State Teachers' Retirement Fund.

**Section 2:** Credit shall be given for each year of military service or Teacher Corp service up to a maximum of four (4) years. A minimum of six (6) months' military service or Teacher Corp service is necessary to qualify for a year of service.

**Section 3:** In order to promote and provide a greater variety of beneficial continuing education opportunities for IPS teachers, credit on the salary schedule shall be granted for any in-service training approved by the Superintendent or the Indiana Professional Standards Board or any of its boards or commissions. Credit shall be given on the basis of one (1) semester hour equivalent for each fifteen (15) class hours of instruction or workshop/seminar participation. Multiple courses of less than fifteen (15) hours each may be combined to earn credit.

**Section 4:** Adjustments to higher salary schedules shall be presented to the Board two (2) times each year. Open periods to record credit shall extend thirty (30) days beyond the beginning of either school semester and pay adjustment shall be retroactive to the beginning of the same semester. Except for identifying degree status, an official transcript listing all courses pertinent to qualifications for advanced placement shall be sufficient evidence when presented to the Human Resources Division.

**Section 5:** All teachers shall receive full credit on the salary schedule for full-time outside school-teaching experience in pre-K to 12 accredited schools completed after the teacher received a Bachelor's degree. No teacher shall be employed in excess of credit authorized by this schedule.

**Section 6:** The individual teacher is responsible for seeing that outside teaching, military service, Teacher Corp service, degrees, and cumulative sick leave are properly documented and submitted to the Human Resources Division. In addition, a teaching certificate shall also be submitted by each professional employee. The Human Resources Division shall notify teachers of approaching certification problems without undue delay; however, the primary responsibility for maintaining certification status rests with the teacher. The Human Resources Division shall publish on or before March 1 and October 1 of each year a list of all bargaining unit members. The list will include seniority date, current assignment and all subjects and/or grade areas the teacher is certified to teach. Any member of the bargaining unit who disagrees with any data on the list shall notify the Human Resources Division of such discrepancy within thirty (30) calendar days.

**Section 7.** Teachers performing the following tutoring/workshop services will be compensated as follows:

- |  |  |
|--|--|
| 1. Curriculum writing/planning           | \$20.00/hour                           |
| 2. Workshop Presentation                 | \$30.00/hour                           |
| 3. Preparation for Workshop Presentation | \$10.00/hour not to exceed<br>\$100.00 |
| 4. Tutoring                              | \$20.00/hour                           |
| 5. Workshop Participant                  | \$20.00/hour                           |

Licensed employees in some cases may elect to receive CEU's in lieu of pay.

**Section 8:** In the event that a member of the certified staff is required to work on authorized IPS programs or activities beyond the regular school calendar, such days of work shall be compensated at his/her daily rate unless otherwise specified in this Agreement.

**Section 9:** Basic salaries for teachers shall be paid in twenty-six pays.

**Section 10:** Summer checks other than for summer school teachers, shall be mailed according to the schedule provided by the pay dates (Appendix B), but any teacher may receive all such checks on the date specified, in Appendix B, except for teachers who are absent during the last pay period of the school year, in which case that teacher's last check may be delayed no longer than two weeks.

Summer school teachers shall be paid current for each two (2) week period. If check adjustments are necessary, they shall be made to the next check to be issued, provided that should such an adjustment be necessary to the final check, such check shall not be held more than five (5) working days.

**Section 11:** Deductions for school year personnel for daily absences not covered by provisions listed in this Agreement shall be made at the rate of one one hundred ninetieth (1/1 90) of the contracted salary.

**Section 12:** Teachers required in the course of their work to drive personal automobiles from one school building to another or any teacher in other circumstances for which mileage reimbursement is authorized, shall receive the IRS mileage reimbursement amount per mile. Such reimbursement shall be paid to a teacher within a reasonable period of time following submission by the teacher of a voucher for the same. Any member of the Negotiating Unit who is required to have an automobile as a condition of employment shall be given a written statement to that effect if he or she requests it. Teachers are covered by the provisions of Board Resolution No. 1072.

**Section 13:** A teacher should have the opportunity to authorize IPS in writing to use automated electronic transfer of any paycheck(s) or portion of any paycheck(s) up to as many as four (4) separate checking and/or savings accounts of the teacher at any financial institutions which participate in the Automated Clearing House (ACH) system.

## ARTICLE X

### COACHING, ATHLETIC ACTIVITIES AND EXTRACURRICULAR ACTIVITIES

**Section 1:** The Board will grant supplemental pay to those who are selected and who perform the following coaching or extracurricular assignments beyond the routine school day. The supplemental pay is not earned or payable until after the season or extracurricular activity has been completed.

#### A. Senior High School Coaches

|                                      |               |
|--------------------------------------|---------------|
| <b>Head Football Coach</b>           | <b>\$8491</b> |
| <b>Assistant Football Coach</b>      | <b>5678</b>   |
| <b>Head Basketball Coach</b>         | <b>8491</b>   |
| <b>Assistant Basketball Coach</b>    | <b>5678</b>   |
| <b>Head Baseball Coach</b>           | <b>5786</b>   |
| <b>Assistant Baseball Coach</b>      | <b>4597</b>   |
| <b>Head Cross Country Coach</b>      | <b>4163</b>   |
| <b>Assistant Cross Country Coach</b> | <b>3622</b>   |
| <b>Head Track Coach</b>              | <b>5786</b>   |
| <b>Assistant Track Coach</b>         | <b>4597</b>   |
| <b>Head Swimming Coach</b>           | <b>4597</b>   |
| <b>Head Soccer Coach</b>             | <b>4597</b>   |
| <b>Head Softball Coach</b>           | <b>5786</b>   |
| <b>Assistant Softball Coach</b>      | <b>4597</b>   |
| <b>Head Wrestling Coach</b>          | <b>5786</b>   |
| <b>Assistant Wrestling Coach</b>     | <b>4597</b>   |
| <b>Head Volleyball Coach</b>         | <b>5786</b>   |
| <b>Assistant Volleyball Coach</b>    | <b>4336</b>   |
| <b>Head Tennis Coach</b>             | <b>4163</b>   |
| <b>Assistant Tennis Coach</b>        | <b>3731</b>   |
| <b>Head Golf Coach</b>               | <b>4163</b>   |

#### B. Middle School Coaches

|                                      |               |
|--------------------------------------|---------------|
| <b>MS Head Football Coach</b>        | <b>\$3730</b> |
| <b>MS Assistant Football Coach</b>   | <b>2974</b>   |
| <b>MS Head Basketball Coach</b>      | <b>3730</b>   |
| <b>MS Assistant Basketball Coach</b> | <b>2974</b>   |
| <b>MS Head Volleyball Coach</b>      | <b>3298</b>   |
| <b>MS Assistant Volleyball Coach</b> | <b>2649</b>   |
| <b>MS Head Baseball Coach</b>        | <b>3082</b>   |

|                                     |             |
|-------------------------------------|-------------|
| <b>MS Assistant Baseball Coach</b>  | <b>2649</b> |
| <b>MS Head Softball Coach</b>       | <b>3082</b> |
| <b>MS Assistant Softball Coach</b>  | <b>2649</b> |
| <b>MS Head Wrestling Coach</b>      | <b>2974</b> |
| <b>MS Assistant Wrestling Coach</b> | <b>2649</b> |
| <b>MS Head Track Coach</b>          | <b>2866</b> |
| <b>MS Assistant Track Coach</b>     | <b>2541</b> |
| <b>MS Head Soccer Coach</b>         | <b>3298</b> |
| <b>MS Assistant Soccer Coach</b>    | <b>2541</b> |

**C. Extracurricular Activities**

|  |               |
|--|---------------|
| <b>National Honor Society</b>                | <b>\$1386</b> |
| <b>Head Orchestra Director</b>               | <b>4676</b>   |
| <b>Assistant Orchestra Director</b>          | <b>2806</b>   |
| <b>Vocal Music (Choral Director)</b>         | <b>4676</b>   |
| <b>Junior Class Sponsor</b>                  | <b>1386</b>   |
| <b>Senior Class Sponsor</b>                  | <b>1386</b>   |
| <b>Academic Bowl Team Sponsor</b>            | <b>1559</b>   |
| <b>Band Director</b>                         | <b>4676</b>   |
| <b>Assistant Band Director</b>               | <b>2806</b>   |
| <b>Pep Band Director</b>                     | <b>3000</b>   |
| <b>Cheerleading Sponsor</b>                  | <b>1645</b>   |
| <b>FTA, FHA, FFA Sponsors</b>                | <b>1386</b>   |
| <b>PBA Sponsor</b>                           | <b>1386</b>   |
| <b>Student Council Sponsor</b>               | <b>1905</b>   |
| <b>Drama/Acting Coach</b>                    | <b>2598</b>   |
| <b>Debate/Forensics Coach</b>                | <b>1974</b>   |
| <b>Academic Club Sponsor</b>                 | <b>1386</b>   |
| <b>DECA Sponsor</b>                          | <b>1386</b>   |
| <b>HOSA Sponsor</b>                          | <b>1386</b>   |
| <b>VICA Sponsor</b>                          | <b>1386</b>   |
| <b>FBLA Sponsor</b>                          | <b>1368</b>   |
| <b>Drill/Step Team Sponsor</b>               | <b>3568</b>   |
| <b>Journalism/Newspaper/Yearbook Sponsor</b> | <b>3568</b>   |

**Section 2:** Any teacher who serves as a middle school official (referee, umpire, etc.) shall be paid the standard rate per game/match/meet, and shall be paid at the end of the respective seasons.

**ARTICLE XI**  
**I N S U R A N C E**

**Section 1: Health Insurance**

**A. Programs.** The Board shall make available to teachers and their dependents hospitalization, surgical, major medical and emergency family insurance. The carrier will rate the teachers as a separate group from other IPS employees when determining the cost of coverage.

Employees may select coverage from these two programs:

- (1) The Advantage Non-HMO.
- (2) The Advantage HMO.

The health insurance carrier shall be permitted to make contacts through the schools with teachers in order to inform them of their programs. Such contacts shall be limited to periods before and after the teacher's work day and through the distribution of materials.

**B. Types of Coverage.** Coverage shall be available on the basis of four (4) options:

1. Employee
2. Employee and Child or Children
3. Employee and Spouse
4. Employee and Family (Spouse and Children)

**C. Premium Payment. Beginning January 1, 2009,** for each employee electing coverage for himself/herself or including his/her dependents, the Board shall make the following annual maximum contribution for such coverage, and the employee shall pay any additional premiums:

|                 |            |
|-----------------|------------|
| Employee        | \$4,933.00 |
| Employee/Child  | \$6,727.00 |
| Employee/Spouse | \$9,034.00 |
| Family          | \$9,658.00 |

**D. Special Rate.** Teachers whose spouses also are IPS employees are eligible for the same insurance options and the same Board contribution as other teachers; provided, however, that a teacher cannot be both an employee and a dependent at the same time.

**Section 2:** A forty thousand dollar (\$40,000) Group Term Life Insurance Plan shall be available on the same terms and conditions for all teachers. This coverage will also be made available at the same cost per thousand of coverage and otherwise

on the same terms and conditions for all other IPS employees. Teachers desiring to participate will contribute twenty-six cents (\$.26) annually and the Board will contribute the remainder of the premiums.

**Section 3:** Tax Deferred Annuity Programs are available for each teacher.

**Section 4:** Each teacher and his/her dependents shall be covered by a dental insurance plan. The Board shall pay the annual premium with the exception of twenty-six cents (\$.26) which shall be paid by the teacher.

**Section 5:** Each teacher shall be covered by a long-term disability program, provided, however, that the maximum Board contribution shall not exceed \$.33 per hundred per teacher per month. The maximum annual salary covered for any teacher for this LTD program shall increase to \$80,000.

**Section 6:** Each teacher shall be covered by a vision care program paid for by the Board at a maximum Board contribution of six dollars and thirty cents (\$6.30) per employee per month. Each teacher will pay twenty-six cents (\$.26) annually. This program shall provide for eye examinations and lenses and frames every other year.

**Section 7:** Any teacher who is employed through the last teaching day of the school year shall have his or her insurance coverages under this Article continued through the following August -- even if such teacher is not to be an IPS employee for the succeeding year.

**Section 8:** Eligibility for continuing in the insurance programs listed in this Article shall be available to those teachers who retire prior to becoming eligible to obtain coverage under Medicare, providing the applicant has had coverage in the program for five (5) consecutive years immediately prior to retirement, and providing that such continued coverage is not contrary to the agreement with the insurance carrier. In addition, if IPS determines that the law no longer permits participation in insurance coverages to end when a retired teacher becomes Medicare eligible, then those insurance coverages will not be offered to retirees, except as required by law. In addition, a retiring teacher will have any and all conversion rights that may be available. The former employee shall be required to make monthly payments in advance for such protection.

**Section 9:** The plan, carrier or specifications of any program in this Article shall not be changed without mutual agreement.

**Section 10:** The Association and the Board agree to continue the current Section 125 plan, which allows for funding of certain insurance, health care, non-reimbursed medical and dependent care expenses as permitted by Section 125 of the Internal Revenue Code. Consistent with applicable law, the Section 125 plan will provide that employees have automatically elected to pay their portion of health insurance premiums on a pre-tax basis, unless they submit a written election to the contrary.

**Section 11:** An Employee Assistance Program (EAP) shall continue to be available to assist employees and their family members with marital, family, alcohol, drug and substance abuse problems or other personal concerns. The Board shall pay the cost of the EAP (at a maximum Board contribution of Two Dollars and Ninety Cents (\$2.90) per employee per month). The EAP will provide initial counseling, diagnostic and prescriptive services to employees. LifeServices EAP shall provide the services under the EAP.

## **ARTICLE XII**

### **COMPENSATORY TIME**

If any teacher's preparation time is infringed by substituting for an absent teacher, he/she shall be granted compensatory time for all such loss -- which time may be taken at the teacher's option in half-days or full-day periods. Employees shall provide two (2) days of advance notice before taking the time off. Such advance notice shall be waived in an emergency or for good cause. On all occasions, such advance notice requirement shall be waived if the absence would not create any undue difficulty. A teacher may also utilize such compensatory time on an hourly (or quarterly-hourly) basis during any time that students are not present and regular or valid emergency faculty/departmental meetings or other meetings scheduled prior to a timely teacher request are to be held.

## ARTICLE XIII

### EMERGENCY SCHOOL CLOSING

**Section 1:** If a school is officially closed by the General Superintendent because of an emergency, all teachers shall receive full pay for each day on which school is closed. No teacher shall be required to be in attendance when pupils in his/her building are not present due to emergency school closing or emergency early dismissal.

**Section 2:** The Superintendent may waive a salary deduction in the event that a teacher is prevented from traveling from his place of residence to his regular place of employment because of extreme weather conditions affecting the passability of the streets and roads; provided, however, that such teacher must give his immediate supervisor as much advance notice of an intended absence as possible and that any request for waiver of a salary deduction shall be in writing and shall state precisely the reasons why such teacher was prevented from traveling to his regular place of employment.

**Section 3:** The Superintendent may waive a salary deduction in the event that a teacher is delayed in traveling to his place of employment because of extreme weather conditions affecting the passability of the streets and roads; provided, however, that such teacher notifies the immediate supervisor as soon as possible of his/her estimated time of arrival. The supervisor may request in writing the reason for such delay.

**Section 4:** Teachers are paid for Emergency School Closings (Article XIII, Section 1); therefore, any scheduled make-up days are without pay. Teachers shall be allowed to use leave days (such as personal, bereavement, illness, or religious leave days) on any scheduled make-up days subject to the same conditions as on any other school day.

**Section 5:** If schools are closed and teachers are not required to report, due to inclement weather or other emergency, on a day on which a teacher had prearranged to take a leave, the teacher shall not be charged for such a leave day. If schools are open on such a prearranged leave day, but schools are then closed due to inclement weather or other emergency so that students are dismissed early that day, the teacher will be charged only one-half (1/2) day of leave, unless the schools are closed and students depart more than three and three-quarter (3 3/4) hours after teachers report, in which case the full day of leave shall be charged to the teacher.

## ARTICLE XIV

### TEACHER'S PROTECTION

**Section 1:** As long as IPS' investigation shows that the teacher acted appropriately, the Board shall, upon request, provide legal counsel and assistance for the defense of a teacher in any civil or criminal action or threatened action against the teacher which arises out of or is connected with such teacher's supervision of pupils during the regular school day or during any school related activity approved by the Board or its representatives whenever occurring.

**Section 2:** Teachers shall suffer no loss of wages or reduction in accumulated leave when appearing as a witness before a judicial body or legal authority for school-related cases.

**Section 3:** In case of an unprovoked assault on a teacher by student(s) or non-student(s) on school property or on school business, the Board shall be responsible for making available full reimbursement upon proof of value to the teacher for any item of personal property damaged in such assault. Furthermore, any absence due to injury or disability as a result of such assault shall not be charged against the teacher's sick leave or any other leave provided for elsewhere in this Agreement, subject to the provisions of Article IV, Section 3. Benefits under this Section shall be available to teachers who certify their willingness to file charges and pursue legal avenues in prosecuting such cases. Legal counsel and assistance will be provided the teacher in prosecuting such cases to their final resolution.

## ARTICLE XV

### MISCELLANEOUS BENEFITS

**Section 1:** The Board shall reimburse each teacher up to One Hundred Eighty-One Dollars and Ten Cents (\$181.10) during the 2009-2010 school year for purchases of educational supplies and materials (not available in the teacher's building) for classroom use. Original receipts shall be submitted by the teacher not later than November 10th of each year and shall be reimbursed not later than December 31st of each year. Supplemental receipts may be submitted not later than April 1st of each year and shall be reimbursed not later than June 30th of that year. All items purchased are the property of IPS. All non-consumable items purchased shall remain in the school if the teacher moves to a different school. However, a teacher may take consumable items with him/her if he/she moves to another IPS school.

**Section 2:** Teacher participation in extra-curricular activities for which they are not paid is voluntary. Sponsorship of clubs and athletic activities shall continue to be compensated.

**Section 3:** Teachers will be compensated \$50 for each night they are required to be away from their residence participating in the IPS Out-of-City Outdoor Education Program or any comparable program for which the Board has approved this payment.

**Section 4:** The cost of any examinations required by the Board or law, shall be paid by the Board.

**Section 5:** Any charges for supplies or teaching materials purchased by a teacher through the school system for use in classroom instruction activities and any charges for tuition or instruction in a course, workshop, or seminar offered through the Office of Professional Development (OPD) may be charged against the individual teacher's supplies reimbursement entitlement provided for in Section 1 of this Article by completing a voucher form and submitting same through the OPD.

**Section 6:** Sixteen (16) days in each even-numbered year and twenty-four (24) days in each odd-numbered year shall be available for released time for teachers to work on legislative matters, including visits to the Indiana General Assembly and related activities which may include meetings with the IPS Legislative Liaison Office. The Association President will identify the individuals to be released under this provision, but no teacher will be released more than four (4) days in any school year under this Section. The Association will continue to work cooperatively with IPS to develop and promote a joint legislative program.

## ARTICLE XVI

### HOURS

**Section 1:** The regular teacher workday shall be 7.5 hours with a duty-free lunch of at least 30 minutes between 10:00 a.m. and 2:00 p.m.

**Section 2.** All designated service agreements will be calculated on a 6-hour day of service, except as otherwise required by law.

## ARTICLE XVII

### REDUCTION IN FORCE

**Section 1.** In the event a reduction in force is necessary, the following procedures shall apply:

- a. IPS will identify the teaching areas to be reduced.
- b. IPS will identify the least senior teacher(s) in those areas.
- c. IPS will select the least senior teacher(s) to be laid off, and seniority shall be determinative.
- d. A teacher who is identified to be laid off shall be allowed to displace the least senior teacher in another teaching assignment for which that teacher is certified and has the ability to perform.

**Section 2.** Subject to the second and third paragraphs of this Section, seniority as used in this Agreement shall be based upon the length of service in IPS with the seniority date to be the date on which the teacher first served as a teacher in the IPS. Leaves authorized by the Board shall not reduce seniority, and a teacher who returns to IPS employment after a break in such employment shall not be given seniority credit for the period of time during which he or she was not an employee of or on leave from the IPS. If two individuals have identical length of IPS service, seniority shall be further determined by total length of service in the teaching profession. If seniority is identical when total length of service in the teaching profession is considered, the date of birth for the teacher shall be utilized to determine seniority, with the older teacher being most senior.

Individuals employed by IPS in administrative positions as of August 29, 1985, who were promoted and/or transferred from Negotiating Unit positions into the administration, shall continue to accrue seniority for purposes of this Article. Individuals who were promoted after August 29, 1985, or in the future are promoted and/or transferred from Negotiating Unit positions to administrative positions, shall continue to accrue seniority for purposes of this Article for up to two years after assuming the administrative position, provided the individual continues to be employed in the IPS system as an administrator. (This does not affect the individual's placement on the salary scale or his/her entitlement to other benefits based on seniority if the individual later returns to a Negotiating Unit position.)

After November 1, 2001, if an individual leaves IPS other than through a reduction in force and then returns to IPS as a teacher, the individual shall start over with respect to accruing seniority for purposes of this Article. (This does not affect placement of the individual on the salary scale or the person's entitlement to other benefits based on seniority.)

**Section 3.** To the extent permitted by State law, (a) teachers who are assigned to any magnet schools/programs cannot be displaced in a reduction in force by teachers from other schools/programs. The magnet schools/programs currently include,

but are not limited to, Key School, CFI, New Tech, Montessori, Gifted and Talented, Spanish Immersion, Crispus Attucks, Shortridge, Broad Ripple and John Marshall Master teachers.

## ARTICLE XVIII

### EVALUATION

**Section 1.** The parties agree that because of changes in I.C. 20-3.1, there no longer is a requirement for evaluating all teachers in the Indianapolis Public Schools twice yearly. Accordingly, the parties agree that during the 2005-2006 school year, teachers with more than five (5) years of experience in the IPS school district will not be subject to evaluation unless: (1) they had a change of assignment, (2) they are in their first year at a school, (3) they are on a Performance Improvement Plan, (4) they are due for evaluation in the evaluation cycle of their school or (5) there is documented reasonable cause to believe that evaluation is warranted. All teachers with five (5) years of experience or less in the IPS school district shall be subject to comprehensive evaluation each school year. The parties agree that the evaluation timelines, guidelines, and documents as they appear in the District Academic Achievement Plan as approved by the Board of School Commissioners on August 31, 2000, are the documents that shall govern those evaluated under this Article. (See Appendix D.) The parties further agree that schools wishing to pilot an alternative form of evaluation may do so after receiving a majority vote from the educators eligible to vote at their school site and approval of the Board. The educator vote shall be conducted by secret ballot by the senior IEA representative at the school site and by a designated administrator.

**Section 2.** For ancillary staff, the current evaluation instrument(s) will continue to be used.

## ARTICLE XIX

### GRIEVANCE AND ARBITRATION PROCEDURE

#### **Section 1: Definition.**

(a) A "grievance" is any violation of a provision of this Agreement, including any violation arising from a misapplication or misinterpretation of this Agreement.

(b) "Day" or "days" refers to days when teachers are scheduled to be in attendance, except that during the summer break, they mean weekdays (Monday through Friday) other than holidays IPS observes.

#### **Section 2. Procedure.**

**(a) Step One.** If a teacher believes he/she has a grievance, he/she must present it to his/her immediate supervisor. The teacher and supervisor then shall meet informally to discuss the matter.

#### **(b) Step Two.**

(1) If the grievance is not settled at Step One, then within twenty (20) days of the occurrence of facts giving rise to the grievance and/or the date on which the grievant or the Association knew or through reasonable diligence should have known of the facts giving rise to the grievance, the teacher may present a formal written grievance by fully completing the form attached as Appendix E and delivering it to the Chief of Human Resources. If the Chief of Human Resources does not receive the grievance within the specified time, then the grievance shall be deemed null and void, and there shall be no further proceedings on it.

(2) If the Association believes there is a grievance that affects a whole class of teachers, then within twenty (20) days of the occurrence of facts giving rise to the grievance and/or the date on which any of the affected teachers or the Association knew or through reasonable diligence should have known of facts giving rise to the grievance, the Association may present a formal written grievance by fully completing the form attached as Appendix E and delivering it to the Chief of Human Resources. If the Chief of Human Resources does not receive the grievance within the specified time, then the grievance shall be deemed null and void, and there shall be no further proceedings on it.

Within fifteen (15) days after receiving the written grievance, the Chief of Human Resources or a designee shall meet with the grievant on the grievance. Within fifteen (15) days of the conclusion of the meeting, the Chief of Human Resources or designee shall provide a written response to the grievant and the Association. If the Chief of Human Resources or designee does not respond within the designated time, then the grievance shall be deemed denied at the expiration of the period in which he/she was supposed to respond, and the grievant may proceed to arbitration.

(c) **Arbitration.**

(1) **Request for Arbitration.** If the grievant is not satisfied with the disposition of the grievance at Step Two, the grievant may, within ten (10) days after the Chief of Human Resources or designee gave, or was supposed to give, his/her written response, appeal the grievance to arbitration by making a written request to the American Arbitration Association for a panel of seven (7) arbitrators to hear the case and copying the Chief of Human Resources on the request. If the request is not made within the specified time, then the grievance shall be deemed withdrawn, and there shall be no further proceedings on the grievance.

(2) **Striking Arbitrators.** After receiving the AAA panel of arbitrators, the parties shall alternately strike names, and the last name remaining shall be the arbitrator who hears the case. The AAA rules shall govern the arbitration proceedings.

(3) **Pre-Arbitration Conference.** At any time more than thirty (30) days before the scheduled arbitration hearing, either party may request a pre-arbitration conference (similar to a pre-trial conference). If a pre-arbitration conference is timely requested, it shall be held within fifteen (15) days of the request unless mutually extended. At the conference, the parties shall exchange witness lists, documentary evidence and attempt to reach agreement on a statement of the issues. Neither party will be permitted to assert in any arbitration proceeding any grounds or evidence not previously disclosed in earlier stages of the grievance process or during the pre-arbitration conference, if any. However, if evidence that was not obtained, and could not have been obtained through reasonable efforts, is later discovered, it may only be used at the arbitration hearing if it is promptly disclosed to the other party. In that event, the other party is entitled to reschedule the arbitration to a later date if it is necessary to evaluate and prepare a response to the new evidence.

(4) **Arbitrator's Authority.** The decision of the arbitrator shall be final and binding on both parties. However, the arbitrator is empowered only to hear and render decisions on alleged violations of this Agreement, and, in doing so, the arbitrator shall have no power to alter, add to, subtract from or modify in any way the terms of this Agreement. Any monetary reimbursements an arbitrator may order cannot go back further in time than the beginning of the school year in which the grievant submitted the grievance to the Chief of Human Resources at Step Two. Each party will pay their own costs for the arbitration and will pay one-half of the cost of the arbitrator.

**Section 3. Time Limits.** The time limits provided in this Article shall be strictly observed and may be extended only by written agreement of the parties. If a grievant fails to initiate a grievance or appeal a decision at any level within the prescribed time limit, the grievance shall be deemed null and void, and there shall be no further proceedings on the grievance. If an administrator at any level fails to respond within the prescribed time limit, then the grievance may be advanced to the next step of the procedure as long as it is done so within the time limits specified in this Article.

**Section 4. Mediation.** At any point in the process, the parties may mutually agree to mediate or use other alternative dispute resolution procedures in an attempt to amicably resolve the grievance.

**Section 5. Scope of Procedure.** This Grievance and Arbitration Procedure shall cover all grievances as defined in this Article, except those the teacher chooses to pursue in another forum (e.g., any District complaint procedure, any federal, state or local agency such as the Equal Employment Opportunity Commission or the Indiana Civil Rights Commission, or any lawsuit or other legal proceeding) by asserting claims that are based on essentially the same acts, omissions or facts that form the basis of the alleged grievance. In that event, a grievance shall not be filed and, if it already is filed, then the grievance and any proceedings that already have occurred shall be deemed null and void. This Section shall not in any way limit the evidence or theories a grievant may assert in proceedings properly brought pursuant to this Article.

**Section 6. Separate Files.** All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

**Section 7. Scheduling Grievance Meetings.** Every effort will be made to schedule all grievance meetings at times which will not interfere with the regular work day of the teachers involved. If any grievance meeting or hearing is scheduled during the school day, any teacher required by either party to participate as a witness and/or grievant in such meeting or hearing shall be released from regular duties without loss of pay. Such period should be held to the minimum necessary absence.

**Section 8. Association Representation.** A teacher has the right to have an Association representative present during any discussions, meetings or hearings under this Grievance and Arbitration Procedure.

**ARTICLE XX**

**TERM OF AGREEMENT**

**Section 1:** This Agreement shall be effective as of September 1, 2007, and shall continue in effect through August 31, 2010.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. This Agreement is made and entered into at Indianapolis, Indiana on this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the Indianapolis Board of School Commissioners of the City of Indianapolis, County of Marion, State of Indiana, party of the first part heretofore referred to as the "Board" and the Indianapolis Education Association, affiliated with the Indiana State Teachers Association, and the National Education Association, party of the second part, heretofore referred to as the "Association". This Agreement is so attested to by the parties whose signatures appear below.

**INDIANAPOLIS EDUCATION  
ASSOCIATION**

By \_\_\_\_\_

President of the Association

By \_\_\_\_\_

Chairperson, Bargaining Team

By \_\_\_\_\_

Negotiator for the Association

**BOARD OF SCHOOL  
COMMISSIONERS OF THE SCHOOL  
CITY OF INDIANAPOLIS**

By \_\_\_\_\_

President of the Board

By \_\_\_\_\_

Superintendent

By \_\_\_\_\_

Negotiator for the Board

## APPENDIX A

### SALARY SCHEDULES

1. Appendix A--The salary scale for the 2007-2008 and 2009-2010 school years shall be as shown following paragraph 9 of this Appendix A.

\*2. Teachers shall qualify for the Master's salary schedule column upon completion of a Master's program or Master's degree equivalency, except social workers shall qualify for this column upon completion of 32 college hours of a Master's program.

\*3. Teachers shall qualify for the M+1 5 salary schedule column upon completion of 15 additional college or university semester hours (or the equivalent in quarter hours) beyond a Master's degree.

\*4. Teachers shall qualify for the M+30 salary schedule column upon completion of 30 additional college or university semester hours (or the equivalent in quarter hours) beyond a Master's degree. A social worker with an earned Master's in social work which requires 60 hours for graduation, a psychologist with an earned Master's degree which requires 60 hours for graduation, or a teacher with an earned Master of Fine Arts degree which requires 60 hours for graduation shall qualify for the M+30 column.

\*5. Teachers shall qualify for the M+45 salary schedule column upon completion of 45 additional college or university semester hours (or the equivalent in quarter hours) beyond a Master's Degree. A social worker with an earned Master's in social work which required 60 hours for graduation, a psychologist with an earned Master's degree which required 60 hours for graduation or a teacher with an earned Master of Fine Arts degree which required 60 hours for graduation shall qualify for the M+45 upon completion of 15 additional hours beyond such Master's Degree.

6. The annual salary rate for a non-degree teacher who does not possess a B.S. or M.S. equivalency, shall be \$300 less than the annual salary rate of a teacher with the same number of credited years of experience who holds a B.S. degree or M.S. equivalency.

7. The annual salary rate for a teacher with a Master's degree or a Master's degree equivalency shall be the same.

8. If a teacher receives his/her National Board Certification, then the teacher will be paid an additional \$1,000 per year as long as the teacher maintains that certification and remains a teacher in IPS.

9. If a bargaining unit member who is a school psychologist has or obtains National Board Certification from the National School of Psychology Certification Board, then he/she will be paid an additional \$1,000 per year as long as he/she maintains that certification and remains employed as a school psychologist in IPS.

**INDIANAPOLIS PUBLIC SCHOOLS**  
**SALARY SCHEDULE**  
**2007/2008 Base**

|                            | <b>BS</b>     | <b>MS</b>     | <b>MS +15</b> | <b>MS +30</b> | <b>MS +45</b> | <b>Doctorate</b> |
|----------------------------|---------------|---------------|---------------|---------------|---------------|------------------|
| <b>Years of Experience</b> | <b>Salary</b> | <b>Salary</b> | <b>Salary</b> | <b>Salary</b> | <b>Salary</b> | <b>Salary</b>    |
| 1                          | 34,984        | 36,459        | 37,198        | 38,663        | 39,807        | 40,699           |
| 2                          | 36,437        | 37,908        | 38,652        | 40,125        | 41,308        | 42,146           |
| 3                          | 37,891        | 39,368        | 40,099        | 41,575        | 42,804        | 43,599           |
| 4                          | 39,347        | 40,817        | 41,557        | 43,033        | 44,304        | 45,064           |
| 5                          | 40,804        | 42,277        | 43,019        | 44,515        | 45,808        | 46,507           |
| 6                          | 42,261        | 43,732        | 44,464        | 45,936        | 47,296        | 47,968           |
| 7                          | 43,713        | 45,185        | 45,927        | 47,391        | 48,796        | 49,418           |
| 8                          | 45,166        | 46,643        | 47,378        | 48,849        | 50,296        | 50,872           |
| 9                          | 46,617        | 48,096        | 48,824        | 50,301        | 51,798        | 52,327           |
| 10                         | 48,074        | 49,545        | 50,288        | 51,756        | 53,291        | 53,785           |
| 11                         | 49,529        | 51,003        | 51,743        | 53,216        | 54,791        | 55,233           |
| 12                         | 50,985        | 52,458        | 53,194        | 54,667        | 56,288        | 56,696           |
| 13                         | 52,440        | 53,906        | 54,642        | 56,121        | 57,787        | 58,150           |
| 14                         | 54,254        | 55,367        | 56,104        | 57,579        | 59,281        | 59,594           |
| 15                         | 54,254        | 56,826        | 57,552        | 59,028        | 60,783        | 61,058           |
| 16                         | 54,254        | 58,273        | 59,007        | 60,486        | 62,287        | 62,509           |
| 17                         | 54,254        | 59,727        | 60,466        | 61,937        | 63,780        | 63,962           |
| 18                         | 54,254        | 61,186        | 61,927        | 63,393        | 65,279        | 65,419           |
| 19                         | 54,254        | 62,993        | 63,736        | 65,207        | 67,148        | 67,228           |
| 20                         | 56,130        | 62,993        | 63,736        | 65,207        | 67,148        | 67,228           |
| 21-24                      | 56,130        | 62,993        | 63,736        | 65,207        | 67,148        | 67,228           |
| 25                         | 56,571        | 65,384        | 66,123        | 67,616        | 69,622        | 69,649           |

1% Increase from 2006-2007 Schedule

2008/2009 no increase

**INDIANAPOLIS PUBLIC SCHOOLS**  
**SALARY SCHEDULE**  
**2009/2010 Base**

|                            | <b>BS</b>     | <b>MS</b>     | <b>MS +15</b> | <b>MS +30</b> | <b>MS +45</b> | <b>Doctorate</b> |
|----------------------------|---------------|---------------|---------------|---------------|---------------|------------------|
| <b>Years of Experience</b> | <b>Salary</b> | <b>Salary</b> | <b>Salary</b> | <b>Salary</b> | <b>Salary</b> | <b>Salary</b>    |
| 1                          | 35,684        | 37,189        | 37,942        | 39,436        | 40,604        | 41,513           |
| 2                          | 37,166        | 38,666        | 39,425        | 40,927        | 42,134        | 42,989           |
| 3                          | 38,648        | 40,155        | 40,901        | 42,407        | 43,661        | 44,471           |
| 4                          | 40,134        | 41,634        | 42,388        | 43,894        | 45,190        | 45,965           |
| 5                          | 41,620        | 43,123        | 43,879        | 45,405        | 46,724        | 47,438           |
| 6                          | 43,106        | 44,606        | 45,353        | 46,855        | 48,242        | 48,928           |
| 7                          | 44,588        | 46,089        | 46,845        | 48,339        | 49,772        | 50,406           |
| 8                          | 46,069        | 47,576        | 48,325        | 49,825        | 51,302        | 51,890           |
| 9                          | 47,549        | 49,058        | 49,801        | 51,307        | 52,834        | 53,374           |
| 10                         | 49,036        | 50,536        | 51,294        | 52,791        | 54,357        | 54,860           |
| 11                         | 50,519        | 52,023        | 52,777        | 54,280        | 55,886        | 56,338           |
| 12                         | 52,004        | 53,507        | 54,258        | 55,761        | 57,414        | 57,830           |
| 13                         | 53,489        | 54,984        | 55,734        | 57,243        | 58,942        | 59,313           |
| 14                         | 55,339        | 56,474        | 57,227        | 58,730        | 60,467        | 60,786           |
| 15                         | 55,339        | 57,962        | 58,703        | 60,209        | 61,998        | 62,279           |
| 16                         | 55,339        | 59,439        | 60,187        | 61,696        | 63,533        | 63,759           |
| 17                         | 55,339        | 60,921        | 61,676        | 63,176        | 65,055        | 65,242           |
| 18                         | 55,339        | 62,409        | 63,166        | 64,661        | 66,585        | 66,727           |
| 19                         | 55,339        | 64,253        | 65,011        | 66,511        | 68,491        | 68,572           |
| 20                         | 57,253        | 64,253        | 65,011        | 66,511        | 68,491        | 68,572           |
| 21-24                      | 57,253        | 64,253        | 65,011        | 66,511        | 68,491        | 68,572           |
| 25                         | 57,702        | 66,692        | 67,445        | 68,969        | 71,014        | 71,042           |

2% increase from 2007-2008 Schedule

## APPENDIX B

| Opening Date | Closing Date | Pay Date   |
|--------------|--------------|------------|
| 06/07/2009   | 06/20/2009   | 07/03/2009 |
| 06/21/2009   | 07/04/2009   | 07/17/2009 |
| 07/05/2009   | 07/18/2009   | 07/31/2009 |
| 07/19/2009   | 08/01/2009   | 08/14/2009 |
| 08/02/2009   | 08/15/2009   | 08/28/2009 |
| 08/16/2009   | 08/29/2009   | 09/11/2009 |
| 08/30/2009   | 09/12/2009   | 09/25/2009 |
| 09/13/2009   | 09/26/2009   | 10/09/2009 |
| 09/27/2009   | 10/10/2009   | 10/23/2009 |
| 10/11/2009   | 10/24/2009   | 11/06/2009 |
| 10/25/2009   | 11/07/2009   | 11/20/2009 |
| 11/08/2009   | 11/21/2009   | 12/04/2009 |
| 11/22/2009   | 12/05/2009   | 12/18/2009 |
| 12/06/2009   | 12/19/2009   | 01/01/2010 |
| 12/20/2009   | 01/02/2010   | 01/15/2010 |
| 01/03/2010   | 01/16/2010   | 01/29/2010 |
| 01/17/2010   | 01/30/2010   | 02/12/2010 |
| 01/31/2010   | 02/13/2010   | 02/26/2010 |
| 02/14/2010   | 02/27/2010   | 03/12/2010 |
| 02/28/2010   | 03/13/2010   | 03/26/2010 |
| 03/14/2010   | 03/27/2010   | 04/09/2010 |
| 03/28/2010   | 04/10/2010   | 04/23/2010 |
| 04/11/2010   | 04/24/2010   | 05/07/2010 |
| 04/25/2010   | 05/08/2010   | 05/21/2010 |
| 05/09/2010   | 05/22/2010   | 06/04/2010 |
| 05/23/2010   | 06/05/2010   | 06/18/2010 |
| 06/06/2010   | 06/19/2010   | 07/02/2010 |
| 06/20/2010   | 07/03/2010   | 07/16/2010 |
| 07/04/2010   | 07/17/2010   | 07/30/2010 |
| 07/18/2010   | 07/31/2010   | 08/13/2010 |

## APPENDIX C

### COMPANIES AUTHORIZED FOR PAYROLL DEDUCTIONS TAX-DEFERRED ANNUITIES/ TAX- DEFERRED MUTUAL FUNDS

As of July 1, 2008, the following companies are authorized for payroll deductions to unit members as provided in Article II, Section 3:

AIG General

Financial Network

First Investors

GALIC

Horace Mann

ING Financial

MetLife

One America

VALIC

Additional companies may be added only upon authorization in writing from at least five percent (5%) of the unit members.

Any company that does not complete the hold harmless or other mandatory agreements does not qualify as a 403(b) vendor.

## Appendix D

### Teacher Evaluation Guidelines and Timeline

#### 1. Evaluation Frequency

The Board requires that all non-permanent (1 or 2 years of teaching experiences in IPS) and semi-permanent teachers (3 to 5 years of continuous IPS employment) receive an annual comprehensive evaluation utilizing the evaluation instruments found with this Appendix. Permanent teachers (with more than five (5) years experience in IPS) shall be subject to a comprehensive evaluation only if: **(1)** the teacher is on a Performance Improvement Plan; **(2)** the teacher is due for an evaluation under the four (4) year cycle established by the school system; **(3)** there is documented reasonable cause that an evaluation is warranted.

#### 2. Evaluator

The primary responsibility for the evaluation of the work of any teacher shall rest with his/her primary evaluator or designee. Certified ancillary staff members will have as their evaluators the persons designated as their supervisors. A TOSA (Teachers on Special Assignment) shall be evaluated by his/her supervisor. If it is appropriate for another supervisor/administrator to be designated as the primary evaluator of a certified staff person, that person shall be informed in writing of the name and position of such evaluator (and reasons) **by September 15<sup>th</sup>** of the traditional school year calendar and August 15<sup>th</sup> for the Year Round School Calendar. Changes in assignment of the primary evaluator shall not occur without notification to the teacher involved.

Itinerant certified staff members, who serve more than one school, shall be evaluated by the designated supervisor at the location where the teacher spends the majority of assigned time. If observation reports are completed by supervisors in other schools to which the staff member is assigned, then those reports shall be included in the evaluation file.

**3. Evaluation Notification**

By September 15th of the traditional school year and August 15th for the Year Round school year, each certified staff person shall receive notification of the evaluation instrument, including indicators and the rubric, that will be used for the evaluation, the name of the evaluator, and the process to be used for the evaluation.

**4. Professional Growth Plan/Goals**

Each certified staff member is required to write a minimum of two individual professional growth plan/goals (one must be from Domain 3) that focus on personal professional growth. They shall be related to district/ and/ or school/student achievement. They shall be subject to mutual agreement between the teacher and the evaluator. All Professional Growth Plan/Goals are due to the primary evaluator or designee **by October 15<sup>th</sup>** for the traditional school year and September 15<sup>th</sup> for the Year Round school year.

**5. Pre-Observation Conference**

A Pre-Observation Conference is required before an announced formal observation can be conducted. The Pre-Observation Conference shall be scheduled at least

one (1) working day prior to the observation. The Teacher's Responsibilities for the Pre-Observation Conference shall include but not be limited to the following:

- a. Ask questions to clarify any expectations or procedures;
- b. Be prepared to discuss with the evaluator the "Teacher Planning & Preparation Protocol" document questions (5 questions);
- c. Provide any additional evidence or artifacts related to the lesson to be observed;
- d. Verify the date and time of the announced observation.

The Evaluator's responsibilities for the Pre-Observation Conference shall include, but not be limited to the following:

- a. Schedule the pre-observation conference time and place;
- b. Provide an opportunity during the conference for the teacher to ask questions to clarify expectations;
- c. Discuss the "Teacher Planning & Preparation Protocol" document questions and document evidence and responses provided by the teacher.
- d. Verify the date and time of the announced observation.

**6. Formal Classroom Observations - First Semester**

Certified staff undergoing a comprehensive evaluation shall be observed in-class a minimum of once per semester. Observation of ancillary staff shall be based on appropriate work responsibilities. The first formal observation shall be scheduled by mutual agreement between the teacher and the evaluator. The formal observation shall be no less than thirty (30) minutes in length. An observation that takes place during testing or similar activity that does not demonstrate teacher performance shall not be considered a formal observation for the purpose of a comprehensive evaluation. Nothing prohibits the primary evaluator from making additional observations. All monitoring of work shall be done openly and with full knowledge of the teacher.

Any teacher being evaluated may request a second observation by the primary evaluator if such a request is made within five (5) days after the first observation. The second observation shall be conducted no sooner than five days after the request but **no later than December 1 in the first semester**. The observation shall be no less than thirty (30) minutes in length.

A copy of the observations notes shall be given to the teacher at the end of the formal observation or no later than the end of that teacher work day.

**7. Post Observation Conference**

The evaluator and the teacher shall meet within three (3) school days following the

formal observation. This timeline shall be adhered to unless an illness or an emergency justifies a delay. The teacher is responsible for bringing the following items:

- a. Completed Teacher Reflection Sheet - Form C (strongly recommended);
- b. Highlighted Component Summary Sheet - Form D for Domains -1, 2, 3 and 4;
- c. Any other pertinent artifacts which support the evaluation components.

The evaluator is responsible for bringing to the Post-Observation Conference the following items:

- a. Planning and Preparation Rubric -Form A-1;
- b. Classroom Observation Record Form B-1;
- c. Professional Responsibility Form C-1;
- d. Highlighted Component Summary Sheet - Form D for Domains 1, 2, 3 and 4.

During the Post Observation Conference, the evaluator and the teacher will discuss and review the data recorded during the observation and any other documented evidence collected that is related to the performance criteria. Any such evidence must have been collected openly and with full knowledge of the teacher. The teacher shall also have the opportunity to provide any additional data during the conference, and such data shall become part of the teacher's evaluation file. After reviewing all documentation, the primary evaluator and the teacher shall discuss the teacher's performance on the Observation Summary Form. - Form D-1. The primary evaluator shall complete the evidence checklist, the Summary, and the

Suggestions for Future Practices on Form D-1.

## **8. Mid-Year Evaluation**

The Mid-Year Summative Evaluation for any certified staff person undergoing a comprehensive evaluation must be completed by the **last working day of December**. Using the district's Mid-Year Summative Evaluation Form found within this Appendix, the evaluator should note key evidence where appropriate and finalize the overall rating for each of the four domains.

If any domain is deemed unsatisfactory on the Mid-Year Summative evaluation, the primary evaluator has the responsibility and is expected to do the following:

- a. Notify the teacher of his/her performance status which constitutes unsatisfactory performance.
- b. Give recommendations both oral and written to support teachers whose performance is unsatisfactory.

A teacher whose level of performance is deemed to be unsatisfactory has the responsibility, and is expected, to request help and make an effort to improve his/her performance.

## **9. Formal Classroom Observation - Second Semester**

The second semester formal observation can be unannounced. The observation shall be no less than thirty (30) minutes in length. An observation that takes place during testing or similar activity that does not demonstrate teacher performance shall not be considered a formal observation for the purpose of a comprehensive

evaluation. A copy of the observations notes shall be given to the teacher at the end of the observation or no later than the end of that teacher work day.

Any teacher being evaluated may request a second observation by the primary evaluator during the second semester if such a request is made within five (5) days after the first observation. The second observation shall be conducted no sooner than five days after the request.

#### **10. Post Observation Conference - Second Semester**

The evaluator and the teacher shall meet within three (3) school days following the observation. This timeline shall be adhered to unless an illness or an emergency justifies a delay.

The teacher is responsible for bringing the following items:

- a. Completed Teacher Reflection Sheet - Form C (strongly recommended);
- b. Highlighted Component Summary sheets for Domains 2 and 3. - Form D;
- c. Any other pertinent artifacts which support any other domain.

The evaluator is responsible for bringing to the Post-Observation Conference the following items:

- a. Planning and Preparation Rubric form - Form A-1;
- b. Classroom Observation Record form -Form B-1;
- c. Professional Responsibility form - Form C-1;
- d. Highlighted Component Summary sheet for Domains 2 and 3. - Form D.

During the Post Observation Conference, the evaluator and the teacher will discuss and review the data recorded during the observation and any other documented evidence collected that is related to the performance criteria. Any such evidence must have been collected openly and with full knowledge of the teacher. The teacher shall also have the opportunity to provide any additional data during conference, and such data shall become part of the teacher's evaluation file. After reviewing all documentation, the primary evaluator and the teacher shall discuss the teacher's performance on the Observation Summary Form. - Form D-1. The primary evaluator shall complete the evidence checklist, the Summary, and the Suggestions for Future Practices on Form D-1.

**11. Unsatisfactory Evaluation**

If the primary evaluator determines that a Final Summative Evaluation meets the criteria for unsatisfactory performance, the Final Summative Evaluation must be completed by March 1<sup>st</sup>.

**12. Second Evaluator**

If a teacher's performance is deemed by the primary evaluator to be unsatisfactory, a second evaluation shall be made by a person other than the primary evaluator, the second evaluator to be determined by Elementary and Secondary Division in collaboration with the Human Resources Division. In all other instances when a teacher desires an evaluation by a second evaluator, the request for such second evaluator shall be made in writing within six (6) teaching days after the receipt of the summative evaluation report. The teacher shall be informed of the name and

position of the second evaluator twenty-four (24) hours prior to the first observation by the second evaluator. The second evaluator shall not be allowed to see the observation and mid-year report forms prepared by the primary evaluator but shall review the goals agreed upon by the teacher and the primary evaluator through the goal-setting procedure. The second evaluator shall conduct a minimum of two observations, each a minimum of thirty (30) minutes in duration, prior to preparation of the summative evaluation report. The second evaluator shall determine the level of performance for each Domain observed but is not required to make a recommendation. If the two levels of performance in any Domain are inconsistent on the summative evaluations, the determination of level of performance for the Domain shall be made by the Chief of Human Resources Division in collaboration with the Elementary and Secondary Divisions.

### **13. Performance Improvement Plan**

If any teacher has unsatisfactory performance in Domain 1 or 4, the teacher shall be placed on a Performance Improvement Plan. The Performance Improvement Plan shall be written by the teacher, primary evaluator, and an IEA representative or appropriate third party if requested.

The teacher and primary evaluator shall complete the PIP **by May 15<sup>th</sup>** for implementation for the following school year unless an emergency or illness justifies a delay. If it is necessary that a teacher with a PIP be reassigned, the plan is to be implemented at the new assignment. If a teacher does not reach “Basic” performance at the completion of a one-year Performance Improvement

Plan, the evaluator may recommend non-renewal of contract, completion of a second PIP, or reassignment to another of the teacher's areas of certification in which he or she has experience in the IPS system if such a vacancy exists.

**14. Non-renewal of Contract**

If any teacher's unsatisfactory performance is in Domain 2 or 3, the primary evaluator may recommend non-renewal of the contract.

**15. Final Comprehensive Evaluation**

Each teacher on comprehensive evaluation shall receive a summative evaluation report on the Final Summative Evaluation Form as provided within Appendix D that is the final assessment for the year of the teacher's performance. No matter or situation not previously discussed with the teacher shall be placed in the written evaluation report. A summative conference shall be held to review and discuss the summative evaluation report. The summative conference (at which time the teacher will be presented with the completed summative evaluation report) shall be held **no later than March 1** in the case of unsatisfactory performance, and recommendation for termination or PIP or **May 31** in the case of satisfactory performance.

No evaluation form shall be placed in the teacher's personnel file until the evaluator and the teacher have fully discussed it. In any case in which the teacher is rated unsatisfactory in any area, appropriate documentation shall be provided. At this conference the teacher and the evaluator shall discuss the professional growth plan accomplishment. The teacher and evaluator shall sign and date the form at the

conclusion of the meeting. This signature does not indicate that the teacher agrees with its content but merely that the teacher has seen and discussed the form. A copy of the completed evaluation form shall be given to the teacher at the time of the meeting described herein. The teacher may attach a memorandum to the evaluation form concerning its contents.

**APPENDIX E**  
**GRIEVANCE FORM**

*Indianapolis Education Association/Indianapolis Public Schools*

To: Administrator \_\_\_\_\_ Date Filed: \_\_\_\_\_

Grievant's Name: \_\_\_\_\_ School/Location: \_\_\_\_\_

Date of Occurrence: \_\_\_\_\_

Date of Step One Informal Meeting With Supervisor: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Result of Step One Informal Meeting with Supervisor: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Article(s) and Section(s) of Agreement Grieved: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Nature of Grievance (including what was done that violated the Agreement, who did it and when): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Relief Sought (state the specific relief sought): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_

Revised: 3/06