

SALARY RESOLUTION NO. 5223 – APPROVAL OF AN AMENDMENT TO THE AGREEMENT BETWEEN  
THE BOARD OF SCHOOL COMMISSIONERS AND THE INDIANAPOLIS EDUCATION  
ASSOCIATION FOR THE 2006-2007 SCHOOL YEAR

**Background Information:**

The Board of School Commissioners and the Indianapolis Education Association have reached an agreement on an amendment to the master contract for the 2006-2007 School Year. Resolution 5223 will amend Resolution 5219.

The recommended increases or revisions to language include:

- a) A one time 0.5% general salary appreciation payment for the 2006-2007 School Year, to be paid to members of the bargaining unit on December 22, 2006.
- b) An additional general salary increase of 1% for the 2006-2007 School Year. This revision creates a total general salary increase of 2% for the 2006-2007 School Year.
- c) Certain changes in medical insurance contributions, in Article XI Insurance, Section 1: Health Insurance will be made by the Board effective January 1, 2007.

## TABLE OF CONTENTS

	Page
PREAMBLE.....	1
ARTICLE I            RECOGNITION.....	2
ARTICLE II           PAYROLL DEDUCTIONS.....	3
ARTICLE III          PROFESSIONAL AND PERSONAL LEAVES.....	5
<b>ARTICLE IV          ILLNESS OR DISABILITY LEAVES.....</b>	<b>7</b>
ARTICLE V           UNPAID LEAVES OF ABSENCE .....	9
ARTICLE VI           JOB SHARING.....	12
ARTICLE VII          RETIREMENT PAY AND BENEFITS .....	13
ARTICLE VIII        SUMMER SCHOOL, INTERSESSION AND ADULT EDUCATION .....	16
<b>ARTICLE IX          PROFESSIONAL COMPENSATION .....</b>	<b>17</b>
ARTICLE X           COACHING AND ATHLETIC ACTIVITIES .....	20
ARTICLE XI           INSURANCE.....	23
ARTICLE XII          COMPENSATORY TIME.....	26
ARTICLE XIII        EMERGENCY SCHOOL CLOSING .....	27
ARTICLE XIV         TEACHER'S PROTECTION.....	28
<b>ARTICLE XV         MISCELLANEOUS BENEFITS .....</b>	<b>29</b>
ARTICLE XVI         HOURS .....	30
ARTICLE XVII        REDUCTION IN FORCE .....	31
ARTICLE XVIII       EVALUATION .....	32
ARTICLE XIX        GRIEVANCE AND ARBITRATION PROCEDURE.....	33
ARTICLE XX          TERM OF AGREEMENT .....	36
APPENDIX A          SALARY SCHEDULES .....	37
APPENDIX B          TEACHERS' PAY DATES.....	41
DEDUCTIONS TAX-DEFERRED ANNUITIES/ TAX- DEFERRED MUTUAL FUNDS.....	42

**APPENDIX D      TEACHER EVALUATION GUIDELINES AND TIMELINE ..... 43**

APPENDIX E      GRIEVANCE FORM ..... 48

**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 continuous leave under the Family and Medical Leave Act (see Section 2) to care for a relative and the leave extends beyond ten (10) school days, then the teacher can use up to an additional twenty (20) accumulated sick days concurrently with the portion of the FMLA leave that extends beyond seven (7) school days. 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 (½) 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 Twenty-nine Thousand Five Hundred Dollars (\$229,500) during the 2005-2006 school year and Two Hundred Thirty-one Thousand Seven Hundred Ninety-five Dollars (**\$234,113**) during the 2006-2007 school year. This amount shall be increased in each succeeding year this Agreement is in effect by a percentage amount equivalent to the average percentage base salary increase agreed to for Negotiating Unit members for that year.

## 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:** Supervision of extracurricular after school activities, the compensation for which is not otherwise specified in this Agreement, shall be compensated at the rate of sixteen dollars and thirty-seven cents (\$16.37) per hour for the 2005-2006 school year and sixteen dollars and fifty-three cents (**\$16.70**) per hour for the 2006-2007 school year. This amount shall be increased in each succeeding year by a percentage amount equivalent to the average percentage base salary increase of Negotiating Unit members for that year.

**Section 8.** Teachers performing the following tutoring/workshop services will be compensated as follows:

- |    |                             |              |
|----|-----------------------------|--------------|
| 1. | Curriculum writing/planning | \$15.00/hour |
| 2. | Workshop Presentation       | \$20.00/hour |

3.	Preparation for Workshop Presentation	\$10.00/hour not to exceed \$100.00
4.	Tutoring	\$20.00/hour
5.	Workshop Participant	\$14.40/hour after August 21, 2000

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

**Section 9:** 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 10:** Basic salaries for teachers shall be paid in twenty-one (21) payments as set forth in Appendix B unless the Human Resources Division is notified in writing by the teacher by the preceding July 1 that the payment plan should extend for the alternative twenty-six (26) equal payment schedule as set forth in Appendix B. For those teachers who are paid in twenty-one payments, the first paycheck of the school year shall be for ten (10) days; the remaining twenty (20) paychecks shall be for nine (9) days each. In the event a school holiday falls on a payday, teachers shall receive that check on the last school day prior to the holiday. The method of payment chosen by a teacher shall continue from year to year unless modified as provided herein and cannot be changed during any school year except with mutual consent of the Board and the teacher. Starting no sooner than the 2005-2006 school year, all teachers in the District shall be paid on a schedule of twenty-six (26) equal pays.

**Section 11:** 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 12:** 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 (1/190) of the contracted salary.

**Section 13:** 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 14:** 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 XI****INSURANCE****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 ISTA Trust Ambassador Care Plan.
- (2) The ISTA Trust 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.** 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	<b><u>\$3,978.00</u></b>
Employee/Child	<b><u>\$5,342.40</u></b>
Employee/Spouse	<b><u>\$7,165.76</u></b>
Family	<b><u>\$7,691.08</u></b>

**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, with the ISTA Insurance Trust as the carrier and provider, 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-one cents (\$.21) 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 with the ISTA Insurance Trust as implemented on February 1, 1987, and revised effective January 1, 1988, January 1, 1989, and October 1, 1998. The Board shall pay the annual premium with the exception of twenty-one cents (\$.21) which shall be paid by the teacher.

**Section 5:** Each teacher shall be covered by a long-term disability program, which will include the benefits as set forth in ISTA Insurance Trust LTD Plan III as implemented effective October 1, 1989, provided, however, that the maximum Board contribution shall not exceed \$.33 per hundred per teacher per month. Effective October 1, 2000, the maximum annual salary covered for any teacher for this LTD program shall increase from \$55,000 to \$60,000.

**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-one cents (\$.21) annually. This program shall provide for eye examinations and lenses and frames every other year. The carrier shall be the ISTA Insurance Trust and the program shall be ISTAT Plan "B" with no deductible.

**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 XV

### MISCELLANEOUS BENEFITS

**Section 1:** The Board shall reimburse each teacher up to One hundred seventy-two dollars and thirty-seven cents (\$172.37) during the 2005-2006 school year and One hundred seventy-four dollars and nine cents **(\$175.83)** during the 2006-2007 school year for purchases of educational supplies and materials (not available in the teacher's building) for classroom use. This amount shall be increased in each succeeding year this Agreement is in effect by a percentage amount equal to the average base salary increase of Negotiating Unit members for that year and rounded to the next dollar. 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 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.** In the 2006-2007 school year, IPS will have a pilot program using the Framework for Teaching model, and based on the results, further implementation is targeted for the 2007-2008 school year.

**Section 3.** A committee will be formed to consider ways to use student growth as reflected by student achievement scores in the evaluation process that is developed for evaluations conducted after the 2003-2004 school year. The committee will bring their recommendations to the full bargaining committee for approval.

**Section 4.** For ancillary staff, the current evaluation instrument(s) will continue to be used. However, a committee will be established to assess the evaluation instrument(s) to be used for ancillary staff in the future. To the extent possible, those instruments should be research-based, area specific and congruent with the teacher evaluation instrument. The committee will bring their recommendations to the full bargaining committee for approval.

INDIANAPOLIS PUBLIC SCHOOLS						
SALARY SCHEDULE						
2006-2007						
	BS	MS	MS +15	MS +30	MS +45	Doctorate
Years of Experience	Salary	Salary	Salary	Salary	Salary	Salary
0						
1	\$ 34,638	\$ 36,098	\$ 36,830	\$ 38,280	\$ 39,413	\$ 40,296
2	36,076	37,533	38,269	39,727	40,899	41,729
3	37,515	38,978	39,702	41,164	42,381	43,167
4	38,958	40,413	41,145	42,607	43,865	44,618
5	40,400	41,858	42,593	44,074	45,354	46,047
6	41,842	43,299	44,024	45,481	46,828	47,493
7	43,281	44,738	45,472	46,922	48,313	48,928
8	44,719	46,181	46,908	48,365	49,798	50,369
9	46,155	47,619	48,341	49,803	51,285	51,809
10	47,598	49,055	49,790	51,243	52,763	53,252
11	49,039	50,498	51,230	52,689	54,248	54,686
12	50,480	51,938	52,667	54,126	55,731	56,135
13	51,921	53,372	54,101	55,565	57,214	57,574
14	53,717	54,819	55,549	57,008	58,694	59,004
15	53,717	56,263	56,982	58,444	60,181	60,454
16	53,717	57,696	58,422	59,887	61,671	61,890
17	53,717	59,136	59,868	61,324	63,148	63,329
18	53,717	60,580	61,314	62,765	64,633	64,771
19	53,717	62,370	63,105	64,561	66,483	66,562
20	55,574	62,370	63,105	64,561	66,483	66,562
21-24	55,574	62,370	63,105	64,561	66-483	66,562
25	56,011	64,737	65,468	66,947	68,933	68,960

\* A one time 0.5% appreciation payment for the 2006-2007 school year.

Action of the Board

November 28, 2006

Commissioner Brown made a motion to approve the Superintendent's recommendation to approve Res. No. 5223, to amend Res. No. 5219, the current Agreement with the Indianapolis Education Association, Res. No. 5223 to provide a general salary increase, and additional fringe benefit changes for the 2006-2007 School Year. Commissioner Zaphiriou seconded the motion. The motion passed unanimously.