

AGREEMENT

between the

BOARD OF SCHOOL COMMISSIONERS
OF THE CITY OF INDIANAPOLIS

and the

INDIANAPOLIS
EDUCATION ASSOCIATION

2010-2012

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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 Secondary Coordinators, High School Evening School Director, High School Media Director, Athletic Director, Dean, Assistant Dean, Department Head, Head 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 applicable statutes and rules and regulations.

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 B);
2. Group Health;
3. Group Life Insurance;
4. Vision coverage
5. Dental coverage

6. Income Protection--Long Term Disability;
7. Association Dues;
8. Credit Union;
9. IPS Charitable Giving Campaign(s);
10. Insurance programs officially endorsed by the Association, provided that the Association shall not endorse more than five (5) such programs;
11. IEAPAC/IPACE/NEA Fund for Children and Public Education if authorized by unit members; and
12. 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. The companies available for payroll deductions for such programs shall be the companies listed in Appendix B 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 21 hours for personal leave. This time shall be used for any purpose at the discretion of the teacher and may be taken in time periods of not less than one hour increments. No reason must be given other than personal business. Teachers shall be given an accounting of their unused personal leave time on each paycheck advice. Unused personal leave time 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 time up to a maximum of 28 hours of personal leave time, and any unused personal leave time beyond the 28 hours 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 (½) 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 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 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: Emergency Leave. If a teacher has exhausted his/her annual 21 hours 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 35 hours sick leave for any such year to an emergency leave. 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 70 hours sick leave during his/her first year in the system and 56 hours sick leave each year thereafter. In any given year, 49 hours of such time 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 to care for a child, parent or spouse, then the teacher, upon request, can use up to an additional 140 accumulated sick hours 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. Under certain circumstances a teacher may be required or permitted to utilize other paid leave provided by this Agreement concurrently with Family and Medical Leave Act ("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.

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 7 hours sick leave per year to the Bank. Hours 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 7 hours sick time 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 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. IPS and IEA will each appoint two (2) members to a committee that is charged with developing a new structure for the sick leave bank. This Subsection 3 remains in effect until the sooner of when the committee completes its work or the end of the 2011-2012 school year.

ARTICLE V
MISCELLANEOUS LEAVE PROVISIONS

Section 1: Upon returning from a leave of absence to serve as President of the Indianapolis Education Association, 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.

Section 2: 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 3: 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 paid 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 paid 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, fifty percent (50%) 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 hours and personal leave hours 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: All teachers who submit their Intent to Retire at the close of the school year shall, upon retirement, receive \$35.00 for every 7 hours of unused sick time. This amount shall be deposited in the teacher's 403(b) account.

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.

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 7 hours of his/her regularly accumulated hours 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 for the hours missed.

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 and documentation verifying Highly Qualified teacher status shall also be submitted by each professional employee. The Human Resources Division shall notify teachers of approaching certification and Highly Qualified teacher status 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 \$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 directly deposited according to the schedule provided by the District's pay dates. 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 (1/190) of the contracted salary.

Section 12: 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.

Section 13: For teachers who retire at the end of the school year, IPS will pay those teachers any amounts owed in a lump sum check rather than continuing the 26 pays through the summer. In addition to all applicable taxes, IPS will deduct from the lump sum payment all amounts necessary to cover the employee's contributions to insurance coverages, Union dues and other deductions that would have occurred had the employee continued on the 26 pay schedule.

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

Head Football Coach	\$8491
Assistant Football Coach	5678
Head Basketball Coach	8491
Assistant Basketball Coach	5678
Head Baseball Coach	5786
Assistant Baseball Coach	4597
Head Cross Country Coach	4163
Assistant Cross Country Coach	3622
Head Track Coach	5786
Assistant Track Coach	4597
Head Swimming Coach	4597
Head Soccer Coach	4597
Assistant Soccer Coach	3622
Head Softball Coach	5786
Assistant Softball Coach	4597
Head Wrestling Coach	5786
Assistant Wrestling Coach	4597
Head Volleyball Coach	5786
Assistant Volleyball Coach	4336
Head Tennis Coach	4163
Assistant Tennis Coach	3731
Head Golf Coach	4163
Diving Coach	4163

B. Middle School Coaches

MS Head Football Coach	\$3730
MS Assistant Football Coach	2974
MS Head Basketball Coach	3730
MS Assistant Basketball Coach	2974
MS Head Volleyball Coach	3298
MS Assistant Volleyball Coach	2649
MS Head Baseball Coach	3082

MS Assistant Baseball Coach	2649
MS Head Softball Coach	3082
MS Assistant Softball Coach	2649
MS Head Wrestling Coach	2974
MS Assistant Wrestling Coach	2649
MS Head Track Coach	2866
MS. Assistant Track Coach	2541
MS Head Soccer Coach	3298
MS Assistant Soccer Coach	2541
MS Tennis Coach	600
MS Golf Coach	600
MS Cross Country Coach	600

C. Extracurricular Activities

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

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 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.

Employees may select coverage from these two programs:

- (1) The HDHP/HSA program.
- (2) The HMO program.

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, 2012, 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	\$6,242.00
Employee/Child(ren)	\$8,445.00
Employee/Spouse	\$11,345.00
Family	\$12,142.00

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: The Board's dental plan shall be available to each eligible employee and the employee's dependents. The Board shall pay for the cost of the coverage except for \$.01 per pay period which shall be paid by the employee.

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 is \$80,000.

Section 6: The Board's vision plan shall be available to each eligible employee. The Board shall pay for the cost of the coverage up to a maximum of \$6.30 per employee per month. Each employee will pay \$.01 per pay period.

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 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.

**ARTICLE XII
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.

Section 2: Teachers are paid for Emergency School Closings (Article XII, Section 1); therefore, any scheduled make-up days are without pay. Teachers shall be allowed to use leave time (such as personal, bereavement, or illness) on any scheduled make-up days subject to the same conditions as on any other school day.

Section 3: 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 paid leave, the teacher shall not be charged for such leave. If schools are open on such a prearranged leave, 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 for the hours missed.

ARTICLE XIII 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 XIV
MISCELLANEOUS BENEFITS**

Section 1: The cost of any examinations required by the Board or law, shall be paid by the Board.

Section 2: 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 XV
GRIEVANCE 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 C and delivering it to the Head of Human Resources. If the Head 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 C and delivering it to the Head of Human Resources. If the Head 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 Head 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 Head of Human Resources or designee shall provide a written response to the grievant and the Association. If the Head 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.

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 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 a Procedure.

The parties agree that if it is determined to be unlawful for a school district to include a grievance procedure in a collective bargaining agreement,

then this Article XV, Grievance Procedure, and Exhibit C shall automatically and immediately be deemed null and void.

**ARTICLE XVI
TERM OF AGREEMENT**

Section 1: This Agreement shall be effective as of August 1, 2010, and shall continue in effect through July 31, 2012.

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 _____, 2011, 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 2010-2011 and 2011-2012 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+15 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

Through 2011-2012 School Year

	BS	MS	MS +15	MS +30	MS +45	Doctorate
Years of Experience	Salary	Salary	Salary	Salary	Salary	Salary
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

**APPENDIX B
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:

First Investors
GALIC
Horace Mann
ING Financial
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 C
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