

AGREEMENT

between the

BOARD OF SCHOOL COMMISSIONERS
OF THE CITY OF INDIANAPOLIS

and the

INDIANAPOLIS
EDUCATION ASSOCIATION

2005-2006
2006-2007

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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, facilitators of teaching and learning, and occupational and physical therapists, 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, Vice Principal, Supervisor, Assistant Principal, Consultant, Elementary and Personnel Coordinators, High School Evening School Director, High School Media Director, Athletic Director, Director of Guidance, 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-one (21) 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-first 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;
11. IPS Education Foundation; and
12. United Negro College Fund

Authorized voluntary deductions will be taken only from paychecks issued during the regular school year (21) pays until IPS changes to twenty-six (26) pays for all teachers.

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 (½) 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 stub. 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. 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) working days immediately 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 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 (\$231,795) 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.

Section 4: In case of a disability which is determined to be compensable under the Workmen's Compensation Law of Indiana, the Board shall pay the teacher's wages in full until Workmen's Compensation payments begin. The Board shall pay the difference between Workmen's Compensation payments and the contractual salary of the teacher, but in no case shall the payments (whether pursuant to the provisions of the immediately preceding sentence or the provisions of this sentence) made by the Board pursuant to this Section 3 be made for a period of more than one hundred eighty (180) teaching days. No teacher shall receive compensation under this provision in excess of the equivalent of the teacher's wages during the term of disability payments. A teacher's absence because of a disability in respect of which Workmen's Compensation payments are made to the teacher shall not be charged against the teacher's sick leave. The Board may require an independent medical or psychological examination, at the Board's expense, if there is a question as to the condition of the teacher at any time.

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 ($\frac{1}{2}$) 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. 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.

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, had he/she retired on the date of his/her death, shall be paid directly to the teacher's beneficiary.

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 of the regular school year, 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.

Section 4: Early Retirement Incentive Program (ERIP). The following program shall be applicable for the persons who give notice on or before May 1 of any year that they plan to retire at the end of that school year.

Subsection A: Eligibility: A teacher may qualify for the program if he/she:

1. has a minimum of fifteen (15) years of teaching service in IPS (if the teacher works in IPS at least 120 days in the fiscal year, then that year counts as a year of experience for ERIP purposes) ;
2. is at least 55 years of age on July 1 of the year in which the teacher is retiring; and
3. actually retires and submits proof of such retirement from the Indiana State Teachers Retirement Fund.
4. Eligibility for continuing in the insurance programs listed in Article XI 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.

Subsection B. Application Date: The teacher must apply for the ERIP on or before May 1 when retirement is to be effective at the end of that school year. A teacher who meets the above criteria for eligibility and has documented health reasons for retiring under the ERIP program during the year shall be allowed to retire prior to the end of the year and to receive the benefits listed below upon the submission of a statement from a licensed physician which recommends such retirement.

Subsection C. Benefits:

1. The retiring teacher shall be eligible for retirement benefits as prescribed in Article VII, Section 1 which deals with the lump sum payment provided by the Board.
2. IPS shall contribute up to \$10,000 toward health insurance for the retiring teacher as provided in Article XI, Section 1, as if the retiring teacher had remained an active employee. The retiring employee may continue in any class of coverage (or lesser class of coverage) he or she was in just prior to retirement, but the IPS contribution shall be equal to that of a single employee except as provided below. Retiree health insurance coverage shall cease as soon as the employee becomes eligible to obtain coverage under Medicare. The IPS contributions toward retiree health insurance coverage shall continue until the coverage ceases or until the amount of such IPS contributions totals \$10,000, whichever occurs sooner, provided that if the retiree dies before the earlier of those events, the retiree's spouse shall, if such spouse was a

participant in the health insurance program at the time of the retiree's death, receive such contributions toward health insurance coverage until the date that the retiree would have become eligible to obtain Medicare coverage or until the \$10,000 total is reached, whichever occurs first. Should any retiree under this Section be of such an age at the time of his/her retirement that the normal IPS contribution toward retiree health insurance coverage at the single rate would not be expected to total \$10,000 before his/her coverage would cease because of Medicare eligibility, he/she may receive a greater percentage of total premium payment for the class of coverage selected, provided that such IPS contribution shall not exceed 99% of the total premium cost for such class of coverage.

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 ($\frac{1}{2}$) 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: Supervision of extracurricular after school activities, the compensation for which is not otherwise specified in this Agreement, shall be

See page 20 that is attached.

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 (\$16.53) 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 X

COACHING AND ATHLETIC ACTIVITIES

Section 1: The Board will grant supplemental pay to those who are selected and who perform the following coaching assignments beyond the routine school day. Coaching salaries are determined as the product of the appropriate listed index times the salary from the BS column of Appendix A that corresponds to the coaching experience of that individual coach in that sport, with the maximum creditable experience being seven (7) years.

Coaching experience will be determined by the total number of years of inter-scholastic coaching experience including any experience prior to employment by IPS. Such experience must be documented by the coach and may be verified by IPS.

A. Senior High School Coaches

Football	
Head Coach	0.15
Assistant Coach	0.085
Basketball	
Head Coach	0.15
Assistant Coach	0.085
Baseball	
Head Coach	0.0875
Assistant Coach	0.06
Softball	
Head Coach	0.0875
Assistant Coach	0.06
Track	
Head Coach	0.0875
Assistant Coach	0.06
Wrestling	
Head Coach	0.0875
Assistant Coach	0.06
Tennis Coach	0.05
Golf Coach	0.05
Cross Country Coach	0.05

Gymnastics Coach	0.06
Swimming	
Head Coach	0.06
Assistant Coach	0.05
Volleyball	
Head Coach	0.0875
Assistant Coach	0.06
Soccer	
Head Coach	0.06
Assistant Coach	0.05
Athletic Assistants	
Fall Trainer	0.06
Fall Equipment	0.06
Spring Trainer	0.06
Spring Equipment	0.06
Winter Trainer	0.06
Winter Equipment	0.06

B. Middle School Coaches

Football	
Head Coach	0.04
Assistant Coach	0.0225
Basketball	
Head Coach	0.04
Assistant Coach	0.0225
Volleyball Coach	0.03
Baseball Coach	0.025
Softball Coach	0.025
Wrestling	
Head Coach	0.0225
Assistant Coach	0.015
Swimming Coach	0.0225
Track	
Head Coach	0.02

Assistant Coach	0.0125
Soccer	
Head Coach	0.03
Assistant Coach	0.0125

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. 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	\$3,800.00
Employee/Child	\$5,070.00
Employee/Spouse	\$6,800.00
Family	\$7,300.00

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, 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 ISTAIT 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 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 ($\frac{1}{2}$) day of leave, unless the schools are closed and students depart more than three and three-quarter ($3\frac{3}{4}$) 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 seventy-two dollars and thirty-seven cents (\$172.37) during the 2005-2006 school year and One hundred seventy-four dollars and nine cents (\$174.09) 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 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. Beginning with the 2002-2003 school year, 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.)

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.

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, 2005, and shall continue in effect through August 31, 2007.

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 _____, 2006, 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 2005-2006 and 2006-2007 school years shall be as shown following paragraph 9 of this Appendix A. In addition, the IEA has the right to reopen negotiations for the 2006-2007 school year on salary and health insurance, but only for those two topics.

*2. Teachers shall qualify for the Master's salary schedule column upon completion of a Master's program, 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 through the twelfth year of service on the schedule. During the thirteenth year the teacher who has the Master's degree equivalency shall be paid \$300 less than the teacher who has the Master's degree, during the fourteenth year \$400 less, and during the fifteenth through the nineteenth years, \$500 less per year.

8. If a teacher receives his/her National Board Certification, then the teacher will be paid an additional \$500 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 \$500 per year as long as he/she maintains that certification and remains employed as a school psychologist in IPS.

*See Article IX, Section 3.

INDIANAPOLIS PUBLIC SCHOOLS						
SALARY SCHEDULE						
2005-2006						
	BS	MS	MS +15	MS +30	MS +45	Doctorate
Years of Experience	Salary	Salary	Salary	Salary	Salary	Salary
1	\$ 33,955	\$ 35,387	\$ 36,104	\$ 37,526	\$ 38,637	\$ 39,502
2	35,365	36,793	37,515	38,945	40,093	40,907
3	36,776	38,210	38,920	40,352	41,546	42,317
4	38,190	39,617	40,335	41,767	43,001	43,739
5	39,604	41,034	41,753	43,206	44,460	45,140
6	41,018	42,446	43,156	44,585	45,904	46,557
7	42,428	43,856	44,575	45,997	47,361	47,964
8	43,838	45,271	45,984	47,412	48,817	49,376
9	45,246	46,681	47,388	48,822	50,274	50,788
10	46,660	48,088	48,809	50,234	51,724	52,203
11	48,072	49,503	50,221	51,650	53,179	53,609
12	49,485	50,915	51,630	53,059	54,633	55,029
13	50,898	52,321	53,035	54,470	56,087	56,440
14	52,658	53,739	54,454	55,885	57,538	57,842
15	52,658	55,154	55,859	57,292	58,995	59,262
16	52,658	56,559	57,271	58,707	60,455	60,670
17	52,658	57,970	58,688	60,116	61,904	62,081
18	52,658	59,386	60,106	61,529	63,359	63,495
19	52,658	61,141	61,861	63,289	65,173	65,250
20	54,479	61,141	61,861	63,289	65,173	65,250
21-24	54,479	61,141	61,861	63,289	65,173	65,250
25	54,907	63,461	64,178	65,628	67,574	67,601

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	\$ 34,295	\$ 35,741	\$ 36,465	\$ 37,901	\$ 39,023	\$ 39,897
2	35,719	37,161	37,890	39,334	40,494	41,316
3	37,144	38,592	39,309	40,756	41,961	42,740
4	38,572	40,013	40,738	42,185	43,431	44,176
5	40,000	41,444	42,171	43,638	44,905	45,591
6	41,428	42,870	43,588	45,031	46,364	47,023
7	42,852	44,295	45,022	46,457	47,835	48,444
8	44,276	45,724	46,444	47,886	49,305	49,870
9	45,698	47,148	47,862	49,310	50,777	51,296
10	47,127	48,569	49,297	50,736	52,241	52,725
11	48,553	49,998	50,723	52,167	53,711	54,145
12	49,980	51,424	52,146	53,590	55,179	55,579
13	51,407	52,844	53,565	55,015	56,648	57,004
14	53,185	54,276	54,999	56,444	58,113	58,420
15	53,185	55,706	56,418	57,865	59,585	59,855
16	53,185	57,125	57,844	59,294	61,060	61,277
17	53,185	58,550	59,275	60,717	62,523	62,702
18	53,185	59,980	60,707	62,144	63,993	64,130
19	53,185	61,752	62,480	63,922	65,825	65,903
20	55,024	61,752	62,480	63,922	65,825	65,903
21-24	55,024	61,752	62,480	63,922	65,825	65,903
25	55,456	64,096	64,820	66,284	68,250	68,277

APPENDIX B
TEACHERS' PAY DATES

2006-2007

Pay Date -- 21 Pays

Pay Date -- 26 Pays

** Teachers may receive the total amount which would be included in these five (5) checks upon request, said amount to be mailed to such teacher for delivery on _____, 2007. Forms will be available for this option in May 2007. IEA agrees that if IPS changes these dates, it will not file a grievance.

APPENDIX C

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

As of July 1, 2006, the following companies are authorized for payroll deductions to unit members as provided in Article II, Section 3:

AIG
American Fidelity
Equitable
Financial Network
First Investors

GALIC
Horace Mann
Lincoln National
MetLife
MetLife Investors/Security First
Northern Life
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 and semi-permanent teachers (first through fifth years of continuous IPS employment) annually receive a comprehensive evaluation utilizing an instrument such as that found in Appendix C of the Board's Academic Achievement Plan. All permanent teachers shall have a similar comprehensive evaluation at least once every **five** years. PL 340 requires that every teacher be evaluated twice a year. All other evaluations to meet that requirement may utilize a form similar to that in Appendix B of the Board's AAP, unless the evaluator deems it appropriate to conduct a more comprehensive evaluation of a teacher.

2. Evaluator

The primary responsibility for the evaluation of the work of any teacher shall rest with his/her immediate supervisor. In elementary and middle schools, the Principal or designated Assistant Principal (where appropriate) shall be the immediate supervisor for all teachers in the building. In high schools, the Department Head shall be the immediate supervisor for all teachers in the department. Ancillary staff members will have as their evaluators the persons designated as their immediate 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) **not later than September 15** of the school year.

Itinerant certified staff serve more than one school. Unless the staff member has been informed otherwise, he/she shall be evaluated by the principal of the school at which the teacher spends the majority of his/her assigned time. Observation reports by supervisors in other schools to which he/she is assigned may be included in his/her file per the request of the staff member.

3. Evaluation Notification

By **September 15** of the school year, each certified staff person shall receive notification of the evaluation instrument, including indicators, that will be used for his/her evaluation that school year, the person who will be the evaluator, and the process used for the evaluation.

4. **Goals**

Each teacher will set at a minimum **two** annual goals related to his/her major responsibility. One of these goals shall be in the area of instruction. Other goals may be in areas such as communication, classroom management, professional obligation, interpersonal/staff relations or parental involvement. These goals shall be subject to mutual agreement between the teacher and the evaluator. All goals are due **by October 15**.

5. **Professional Development Plan**

Each certified staff member is required to write an individual professional development plan each year which should focus on the improvement of student achievement. This plan is to be provided to the principal or the principal's designee **by October 1** of the school year.

6. **Classroom Observations**

Any written comprehensive evaluation shall be based on in-class observations for the purpose of observing instruction. Observation of ancillary staff shall be based on appropriate work responsibilities. All monitoring of work shall be done openly and with full knowledge of the teacher.

Certified staff undergoing a comprehensive evaluation shall be observed a minimum of once per semester. The first observation shall be scheduled by mutual agreement between the teacher and the evaluator. The observation shall be no less than thirty (30) minutes in length. An observation which takes place during testing or similar activity which does not demonstrate teacher performance shall not be considered an observation for the purpose of a comprehensive evaluation.

Any teacher being evaluated may request a second observation by the primary evaluator during any 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 and **no later than December 1 in the first semester and March 1 second semester**. The observation shall be no less than thirty (30) minutes in length.

7. **Post Observation Conference**

The evaluator shall provide the teacher with written comments within five (5) days following the observation and shall meet with the teacher to discuss the observation within three (3) days of providing written comments. These timelines shall be adhered to unless illness, an emergency, or other causes justify a delay. During the conference, the evaluator and teacher will discuss and review the data recorded during the observation. The teacher shall have the opportunity to

provide any additional data during or after the conference and such data shall become part of the teacher's evaluation file.

8. Mid-Year Evaluation

The first evaluation for any certified staff person undergoing a comprehensive evaluation must be completed **by December 31** of the school year using a form such as found in Appendix C in the Board's AAP. Using a form such as found in Appendix B, all other certified staff's first evaluation must also be completed **by December 31**.

9 Unsatisfactory Evaluation

The determination of whether an evaluation is considered to be unsatisfactory is based on criteria set forth in each school's Academic Achievement Plan. If an evaluator determines there are indicators of unsatisfactory performance, the second evaluation must be completed **by March 1**.

10. Second Evaluator

If a teacher desires an evaluation by a second evaluator and in all instances where a teacher's performance is deemed to be unsatisfactory, a second evaluation shall be made by a person other than the primary evaluator as determined by the Human Resources Division. 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 fifteen (15) minutes in duration, prior to preparation of the summative evaluation report. The primary evaluator shall also complete the evaluation process. If the two summative evaluations are in disagreement, the determination of level of performance shall be made by a supervisor in the Human Resources Division.

11. Performance Improvement Plan

If any teacher is deemed to be performing unsatisfactorily as defined by the school's Academic Achievement Plan, the evaluator is to recommend the renewal of contract with a Performance Improvement Plan. The PIP shall be written by the teacher, evaluator and an appropriate third party, if requested. The plan shall include:

Area of focus – the major area(s) of deficiency;
Specific objectives – the expected growth; and
Types of assistance – types of assistance with the expected dates when the assistance will be provided and strategies for addressing deficiencies. Appropriate types of assistance may include workshop participation, peer assistance, demonstrations, appropriate literature, etc.

The PIP shall be completed **by May 1** for implementation for the following school year. 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 minimum acceptable proficiency 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.

12. Final Comprehensive Evaluation

Each teacher being evaluated shall receive a summative evaluation report which 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) will be held **no later than March 1** in the case of unsatisfactory performance 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 evaluatee 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 goal and professional development plan accomplishment. The teacher shall sign the form at the conclusion of the meeting. This signature does not necessarily indicate agreement with its contents but merely that the evaluatee has seen and discussed the form. A copy of the completed evaluation form shall be given to the evaluatee at the time of the meeting described herein. The teacher may attach a memorandum to the evaluation form concerning its contents.

IPS EVALUATION PROCESS
REQUIRED FOR COMPREHENSIVE EVALUATIONS
(includes all non-permanent/semi-permanent/
selected permanent teachers*)

1. **By September 15** - Notify teachers that they will be receiving a **COMPREHENSIVE EVALUATION** this year.
2. **By October 1st** - Teachers must submit their Professional Development Plan.
3. **By October 15th** - Each teacher must submit two goals. (One goal must address instruction.)
4. **Between October 1st and December 1st** - Do at least one formal observation and a summary conference for each teacher.
5. **By December 8th** - Teachers must submit Evaluation Information Update -- December form indicating their progress on their goals and Professional Development Plans.
6. **By December 31st** - Complete and give teachers the Mid-Year Evaluation of Teacher Performance document for all teachers.
7. **Between January 22nd and March 31st** - Do another formal observation and a summary conference on each teacher.
8. **By May 13th** - Teacher must submit to you a written Evaluation Information Update -- May.
9. **By May 31st** - Complete the written **TEACHER COMPREHENSIVE EVALUATION INSTRUMENT** and have a conference with the teacher to discuss it and sign it.
10. **By June 1st** - All completed and signed **TEACHER COMPREHENSIVE EVALUATION INSTRUMENTS MUST BE TURNED IN TO YOUR DIRECTOR.**

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

IPS BARGAINING TEAM

Jane Ajabu
Rod Black
Mary Jo Dare
Donna M. DiNorcia-Rieg
Willie Giles
Joan Harrell
Margaret E. Higgs
Hud Pfeiffer
Anita Silverman
Roy Simpson
Robb Warriner

The Bargaining Team for the IEA:

Peggy Hattiex-Penn, President, IEA
Brad Braxton
Rhondalyn Cornett
Rose Collins
Lora Elliott
Deborah Harris-Ivery
Elizabeth Sherman
Mathew Whiteman
Ann Wilkins
Al Wolting

For additional information, contact:

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6910 N. Shadeland Avenue, Suite 100
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ARTICLE XX

TERM OF AGREEMENT

Section 1: This Agreement shall be effective as of September 1, 2005, and shall continue in effect through August 31, 2007.

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 16 day of May, 2006, 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 Peggy Hatties Pen
President of the Association

By Rose Anna Collins
Chairperson, Bargaining Team

By Deborah Harris-Daery
Negotiator for the Association

BOARD OF SCHOOL
COMMISSIONERS OF THE SCHOOL
CITY OF INDIANAPOLIS

By Dr. M. D. Brown
President of the Board

By Superintendent A. White
Superintendent

By Bill A. Bell
Negotiator for the Board