

AGREEMENT

between the

BOARD OF SCHOOL COMMISSIONERS
OF THE CITY OF INDIANAPOLIS

and the

INDIANAPOLIS
EDUCATION ASSOCIATION

2018-2019

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INTRODUCTORY INFORMATION

A. PARTIES

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."

B. RECOGNITION

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

Superintendent, Deputy Superintendent, Chief Strategist, Assistant to the Superintendent, Academic Improvement Officer, Curriculum Officer, Administrative Director, Coordinator, Principal, Supervisor, Assistant Principal, Consultant, Dean, Assistant Dean, Department Head, Human Resource Operations and Talent Officers, Academic and Behavioral Dean.

Section 2: This recognition shall continue until successfully challenged by members of the Negotiating Unit under applicable statutes and rules and regulations.

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

ARTICLE I PROFESSIONAL AND PERSONAL LEAVES

Section 1: Personal. Each teacher shall annually be granted 21 hours for personal leave. This time shall be used for any purpose at the discretion of the teacher and may be taken in time periods of not less than one hour increments. No reason must be given other than personal business. Teachers shall be given an accounting of their unused personal leave time on each paycheck advice. Unused personal leave time shall be added to accumulated sick leave at the end of the school year up to the maximum for sick leave accumulation. However, if a teacher has an attendance record of 97% or higher for the previous school year (excluding FMLA leave and professional development days), then the teacher shall be permitted to carry over and accumulate unused personal time up to a maximum of 28 hours of personal leave time, and any unused personal leave time beyond the 28 hours shall be added to accumulated sick leave. Any teacher who is initially contracted on or after the first day of the second semester of any school year shall be entitled to one-half (½) of the foregoing annual amount of personal leave for that school year.

Section 2: Bereavement. In case of death in the immediate family at a time when school is in session, the employed teacher shall be allowed leave with full pay for up to five (5) consecutive working days within fourteen (14) calendar days following the date of such death. The immediate family is defined to include: legal spouse, child, stepchild, grandchild, parents or guardian, grandparents, sister, brother, each similar relationship established by the employee's 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 release time to attend the funeral if such teacher(s) can arrange coverage of classes by other faculty member(s) of that school.

Section 3: Professional. A teacher may request time off with pay for attendance at programs, conferences, workshops or seminars conducted by colleges, universities, governmental agencies, the NEA, ISTA, IEA, or affiliates thereof, and any other professional organization whose activities are related to education or the job of a teacher. Such request shall be directed to the Superintendent or his/her designee. The Board may provide sufficient funds to pay expenses incurred by teachers on professional leaves. The Board may consider projected teacher absenteeism for the day for which leave is requested in considering such requests.

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

Section 5: Emergency Leave. If a teacher has exhausted his/her annual 21 hours of personal leave, and the teacher or a member of the teacher's immediate family is involved in an emergency, he/she may apply to convert up to 35 hours sick leave for any

such year to an emergency leave. Request for such conversion must be submitted to a special committee composed of two (2) individuals appointed by the Association President and two (2) individuals appointed by the Superintendent. The Committee may request reasons or justification for such conversion, and a majority decision by the Committee shall be required to approve the conversion -- which will normally be after the absence for which the conversion is requested. This applies only to emergencies, and the parties anticipate that conversion will occur only under limited, extraordinary circumstances.

ARTICLE II ILLNESS OR DISABILITY LEAVES

Section 1: Personal Illness. Every teacher shall have 70 hours sick leave during his/her first year in the system and 56 hours sick leave each year thereafter. In any given year, 49 hours of such time may be used due to illness of any member of the teacher's immediate family (as defined in Article I, Section 2). A teacher may accumulate unused sick leave without limit, which accumulated leave shall be used for sick leave purposes only. Any teacher who is initially contracted on or after the first day of the second semester of any school year shall be entitled to one-half (1/2) of the foregoing annual amount of sick leave for that school year.

Section 2: Family and Medical Leave Act. Notwithstanding the limitations on use of sick leave described in Section 1 above, teachers must concurrently use accrued paid sick and personal leave, in that order, with unpaid Family and Medical Leave Act ("FMLA") leave. IPS will continue to pay its portion of all insurance coverages provided for in this Agreement while a teacher is on an FMLA leave.

Section 3: The Sick Leave Bank is established for use by teachers who have exhausted their own accumulated sick leave. Any teacher may participate by voluntarily contributing 7 hours sick leave per year to the Bank. Hours shall be contributed by October 15 (or thirty (30) days after the ratification of the Agreement, whichever is later) of each year. Any new teacher hired after October 15th in any school year may contribute 7 hours sick time to the Bank within his/her first thirty (30) school days of employment. Only teachers who have contributed to the Bank shall be eligible to derive benefits from the Bank. The Bank shall be administered by the Association, and any grant approval received by IPS by 9:00 a.m. on the Friday of a regular payday shall be paid by way of the adjustment procedure no later than the following Thursday. Grants under this provision shall not exceed Two Hundred Forty-One Thousand One Hundred Thirty-Six Dollars (\$241,136.00) during the 2018-2019 school year. IPS and IEA will each appoint two (2) members to a committee that is charged with developing a new structure for the sick leave bank. This Subsection 3 remains in effect until the committee completes its work.

**ARTICLE III
MISCELLANEOUS LEAVE PROVISIONS**

Section 1: While on a leave of absence to serve as President of the Indianapolis Education Association, such teacher shall be eligible to continue to receive full benefits under this Agreement, and IPS shall be obligated to pay its portion of those benefits as set forth in this Agreement. While on leave, IPS will adjust such teacher's compensation consistent with adjustments made for other similarly situated teachers who are not on leave to the extent permitted by law.

Section 2: A teacher who is placed on suspension pending a decision by the Board under Board Resolution No. 1043 shall continue to receive full pay and benefits pending said decision.

Section 3: Return from Leave. Teachers are encouraged to give as much notice as possible of their intent to return from a leave of absence. For teachers who are on a paid leave of absence for one (1) year the following notification requirements apply:

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

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

ARTICLE IV JOB SHARING

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

Section 2: The Board shall pay, on behalf of each job-sharing teacher, fifty percent (50%) of the amount toward the fringe benefits set forth in Article IX of the collective bargaining agreement that the Board pays for full-time teachers. In addition, members of a job-sharing team shall receive one-half (1/2) the number of sick hours and personal leave hours provided to full-time teachers. Both members of a job-sharing team shall be responsible for attending all faculty meetings, parent-teacher conference, and in-service sessions which the full-time bargaining unit employees assigned to their building are required to attend.

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

**ARTICLE V
RETIREMENT PAY AND BENEFITS**

Section 1: All teachers who are eligible to retire and submit their Intent to Retire shall, upon retirement, receive \$35.00 for every 7 hours of unused sick time. This amount shall be deposited in the teacher's 403(b) account.

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

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

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

If a teacher first began 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 IPS. If a teacher terminates employment with IPS for any reason before his or her accounts have become fully vested, those accounts will be forfeited. If such a teacher later returns to IPS employment, the returning teacher will start with no account balance and must accumulate five (5) additional years of service after returning to become fully vested in new account accruals attributable to employer contributions. A teacher's absence under an authorized leave, paid or unpaid, will not be a termination of employment.

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

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

In the event a teacher's employment is terminated, the teacher may choose to receive a distribution of the vested balance of his or her Plan accounts, at any time and in any form permitted by the selected investment provider and federal tax law, or to transfer that vested balance under applicable federal law. In the event of death, the teacher's vested account balance shall be distributed to the teacher's designated beneficiary, or estate, if no beneficiary exists.

ARTICLE VI
SUMMER SCHOOL, INTERSESSION AND ADULT EDUCATION

Section 1: Any teacher employed in the summer school, intersession and/or the evening school program may annually utilize not more than 7 hours of his/her regularly accumulated hours of sick leave or personal business leave for illness leave during the summer school, intersession or evening school program. Each absence from an individual summer school, intersession or evening school session shall be charged for the hours missed.

**ARTICLE VII
PROFESSIONAL COMPENSATION**

Section 1: Salary Range

The salary range is \$42,587 to \$74,920, not including TRF contributions. (See Salary Schedule attached as Appendix A) At the beginning of the 2018-2019 school year, the salaries of returning full-time teachers were between \$40,000 to \$59,400.

Section 2: Base Salary Increases

A. General Eligibility

i. A teacher who received an evaluation rating of ineffective or improvement necessary in the prior school year is not eligible for any salary increase and remains at their prior year salary.

B. Factors and Definitions

i. Evaluation Rating – A teacher who was evaluated and received a rating of highly effective or effective for the prior school year and did not receive an evaluation with a rating of ineffective or improvement necessary.

ii. Year of Experience – The teacher was employed in the corporation and worked as a teacher for at least 120 days in the prior school year.

iii. Academic Need – The importance of retaining teachers in IPS who were hired during or before the 2017-2018 school year whose current salary is at Step A (\$40,000) or Step B (\$41,293) and satisfy all other eligibility requirements.

C. Distribution (See Salary Schedule attached as Appendix A)

i. Evaluation Rating as defined above is given 90% weight and has a monetary value of \$2,328.30.

ii. Year of experience as defined above is given 10% weight and has a monetary value of \$258.70.

iii. A teacher who satisfies both the Evaluation Rating and the Year of Experience eligibility requirements will advance two rows on the Salary Schedule, unless the teacher's salary prior to this Agreement was not keyed to an existing salary scale step ("off scale"), in which case the teacher will receive a flat salary increase totaling the sum of both monetary values above (\$2,587). The salary increases attributable to the movement on the Salary Schedule or the flat salary increase are effective starting July 25, 2018. No other monetary provisions of this Agreement are retroactive. In order to receive the retroactive payment for an increase, an eligible teacher must have been employed with IPS as of the ratification date of this Agreement.

iv. A teacher who satisfies the Academic Need of IPS as defined above and satisfies all other eligibility requirements is given an increase with a monetary value of \$1,293. For example, a teacher who meets all eligibility requirements and whose current salary is Step A (\$40,000) will adjust to a salary of \$43,880.

D. Redistribution

Based on anticipated evaluation results, the parties believe that all funds will be distributed and that no redistribution will be necessary. However, in the event that there are funds that were otherwise allocated for teachers rated ineffective or improvement necessary, those funds will be redistributed to all eligible teachers rated effective or highly effective. The redistribution will be paid in the form of a stipend during the current contract period.

Section 3: Newly Hired Teachers

IPS has the discretion to place any newly hired teacher at any step (C-BB) on the Salary Schedule (Appendix A).

Section 4: 26 Pays

Compensation earned by teachers during a school year will be paid in twenty-six (26) equal installments during the year.

Section 5: Returning Teachers – Frozen Education Pay

As required by I.C. 20-28-9-1.5, a teacher who was employed as a teacher at IPS before October 1, 2014 and has remained employed by IPS as a teacher will continue to receive his/her educational or “lane” pay determined by his/her degree status as of September 2, 2014.

Section 6: Teachers performing the following ancillary tutoring/workshop services will be compensated as follows:

1	Curriculum writing/planning	\$30.00/hour
2	Workshop Presentation	\$40.00/hour
3	Preparation for Workshop Presentation	\$20.00/hour not to exceed \$140.00
4	Tutoring	\$30.00/hour
5	Workshop Participant – Mandatory professional development outside of school day/week/year	\$40.00/hour and PGP points
6	Workshop Participant – Voluntary professional Development at any time	PGP points and/or \$20.00/hour

Section 7: Payment for Required Extra Days of Work

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, he or she will be paid at his/her daily rate for the day of work. Authorized IPS programs are defined as assignments involving the staff member's regular duties. (i.e. Counselor working additional days during holiday breaks. Regular duties does not include attending professional development sessions or workshops.) Notwithstanding any other provision in this Agreement, there shall be no additional compensation to teachers for the first 25 hours of new teacher orientation. There shall be no additional compensation to teachers who teach in a transformation zone school for the first 25 hours of professional development sessions or workshops.

Section 8: Deductions for Certain Daily Absences

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 9: Stipend Payments for Ancillary District and School or District Teacher Leader Roles

If IPS places a teacher in a School or District Leadership Role, the teacher will receive an additional stipend of \$1,000.00, \$2,000.00, \$5,000.00 or \$7,000.00 per year in compensation for the 2018-2019 school year. If the teacher only serves in the role for a portion of a year, the amount will be prorated. Teachers assigned to these ancillary roles will not be eligible for the payments in Section 6 above since these duties will be part of their Leadership roles. These roles and accompanying stipend payments are not available to any teacher who receives an ineffective or needs improvement evaluation for the prior school year.

Section 10: Stipend Payments for Ancillary Opportunity Culture Teacher Roles

Role	Stipend
Multi-Classroom Leader (“MCL”) Tier 3	\$18,300
MCL Tier 2	\$11,400
MCL Tier 1	\$6,800
Expanded Impact Teacher (“EIT”)	\$6,800
<u>Teachers</u> who teach on a team under an MCL, IF school can afford to do this on each team in the school building	Up to \$1,300

These roles and accompanying payments are not available to any teacher who receives an ineffective or needs improvement evaluation for the prior school year.

Section 11: Transformation Zone

IPS has the discretion to provide stipend payments to teachers in transformation zone schools to address the academic needs of IPS, which include the retention of teachers in transformation zone schools.

**ARTICLE VIII
COACHING, ATHLETIC ACTIVITIES AND EXTRACURRICULAR ACTIVITIES**

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

A. Senior High School Coaches

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

Assistant Tennis Coach	3731
Head Golf Coach	4163
Diving Coach	4163
Athletic Coordinator	2000*

* Per Fall, Winter and Spring session; maximum of \$6,000 per school per year

B. Middle School Coaches

MS Head Football Coach	\$3730
MS Assistant Football Coach	2974
MS Head Basketball Coach	3730
MS Assistant Basketball Coach	2974
MS Head Volleyball Coach	3298
MS Assistant Volleyball Coach	2649
MS Head Baseball Coach	3082
MS Assistant Baseball Coach	2649
MS Head Softball Coach	3082
MS Assistant Softball Coach	2649
MS Head Wrestling Coach	2974
MS Assistant Wrestling Coach	2649
MS Head Track Coach	2866
MS. Assistant Track Coach	2541
MS Head Soccer Coach	3298
MS Assistant Soccer Coach	2541
MS Tennis Coach	600
MS Golf Coach	600
MS Cross Country Coach	600

MS Athletic Coordinator	2000*
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* Per Fall, Winter and Spring session; maximum of \$6,000 per school per year

C. Elementary Coaches

Athletic Coordinator	1000*
Program Coordinator/Coach Football	500
Program Coordinator/Coach Boys Basketball	500
Program Coordinator/Coach Girls Basketball	500
Program Coordinator/Coach Baseball	500
Program Coordinator/Coach Softball	500
Program Coordinator/Coach Boys Track	500
Program Coordinator/Coach Girls Track	500
Program Coordinator/Coach Volleyball	500
Program Coordinator/Coach Soccer	500
Program Coordinator/Coach Cheerleading	500

* Per Fall, Winter and Spring session; maximum of \$3,000 per school per year

D. Extracurricular Activities -- Secondary

National Honor Society	\$1386
Head Orchestra Director	4676
Assistant Orchestra Director	2806
Vocal Music (Choral Director)	4676
Junior Class Sponsor	1386
Senior Class Sponsor	1386

Academic Bowl Team Sponsor	1559
Band Director	4676
Assistant Band Director	2806
Band Visual Director	2806
Pep Band Director	3000
Cheerleading Sponsor/Coach	3568
Assistant Cheerleading Sponsor/Coach	1645
FTA, FHA, FFA Sponsors	1386
Student Council Sponsor	1905
Drama/Acting Coach/ Stage/ Set Designer	2598
Debate/Forensics Coach	1974
Academic Club Sponsor	1386
Robotics	1386*
DECA Sponsor	1386
HOSA Sponsor	1386
VICA Sponsor	1386
FBLA Sponsor	1368
Band-related Drill/Step Team/Color Guard Sponsor	3568
Journalism/Newspaper/Yearbook Sponsor	3568
JROTC (including all related activities)	3568

* This payment is per team that competes

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.

E. Other Coaching or Extracurricular Activities

The parties acknowledge that there may be some coaching and extracurricular activities that are not addressed in this Article that may arise throughout the school year. The parties will discuss these extracurricular activities as needed.

**ARTICLE IX
INSURANCE**

Section 1: Health Insurance

A. Plans. The Board will make available to teachers and their eligible dependents a health insurance program. Employees may select coverage from these three (3) plans:

- (1) Health Savings Account 3000
- (2) Primary Advantage
- (3) Navigate Premier HSA

For 2019, for employees who choose the Navigate Premier HSA, IPS will make up to a \$750 contribution to the employee's HSA account if the employee selects employee only coverage, or will make up to a \$1,500 contribution to the employee's HSA account if the employee chooses one of the other three (3) employee plus dependent(s) coverages. The employee must be employed at the time of disbursement to receive the payment.

The health insurance carrier shall be permitted to make contacts through the schools with teachers in order to inform them of their plans. 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. Payments to the Health Insurance Program. For calendar year 2019 only, the Board shall contribute to the fully-insured health insurance program for each participating teacher for each plan of coverage selected for each of the four (4) single and dependent coverage options as follows:

Employee	\$ 6,880.00
Employee and Child or Children	\$12,400.00
Employee and Spouse	\$13,400.00
Employee and Family (Spouse and Children)	\$20,400.00

The employees shall be responsible for paying the remaining costs of the plans, except that employees who participated in the biometric screening shall receive up to a \$500 credit to offset the employee share of the health insurance cost. The employee must be employed at the time of disbursement to receive the payment.

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

Section 2: A forty thousand dollar (\$40,000) Group Term Life Insurance Plan shall be available on the same terms and conditions for all teachers. This coverage will also be made available at the same cost per thousand dollars of coverage and otherwise on the same terms and conditions for all other IPS employees. Teachers desiring to participate will contribute \$.01 per pay period and the Board will contribute the remainder of the premiums. Accidental Death and Dismemberment (AD&D) is included in this plan.

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

Section 4: The Board's dental plan shall be available to each eligible employee and the employee's eligible dependents. The Board shall pay for the cost of the coverage except for \$.01 per pay period which shall be paid by the employee.

Section 5: Each teacher shall be covered by a long-term disability plan (LTD), provided, however, that the maximum Board contribution shall not exceed \$.33 per \$100 of covered salary per teacher per month. The maximum annual salary covered for any teacher for this LTD program is \$90,000.

Section 6: The Board's vision plan shall be available to each eligible employee and the employee's eligible dependents. The Board shall pay the cost of employee only coverage up to a maximum of \$6.30 per employee per month with the exception of \$.01 per pay period paid by the employee. If an employee elects dependent coverage, then the employee shall pay the additional cost of the dependent coverage.

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 meets the requirements of I.C. 5-10-8-2.6(e). For such teachers who do not meet these requirements, the coverage is available 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. The teacher must pay the full cost of the coverage, and such coverage ends when the teacher becomes eligible for Medicare. In addition, if IPS determines that the law no longer permits participation in insurance coverages to end when a retired teacher becomes Medicare eligible, then those insurance coverages will not be offered to retirees, except as required by law. In addition, a retiring teacher will have any and all conversion rights that may be available. The former employee shall be required to make monthly payments in advance for such protection.

Section 9: The specifications of any program in this Article shall not be changed without mutual agreement.

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

Section 11: An Employee Assistance Program (EAP) will be available to assist employees and their immediate family members with confidential, short-term counseling and follow-up for problems or personal concerns. The Board shall pay the cost of the EAP (at a maximum Board contribution of Two Dollars and Ninety Cents (\$2.90) per employee per month). The EAP will provide initial counseling, diagnostic and prescriptive services to employees.

**ARTICLE X
EMERGENCY SCHOOL CLOSING**

Section 1: If a school or other work location is officially closed by IPS' Superintendent because of an emergency, all teachers shall receive full pay for each day on which school is closed.

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

Section 3: If schools or work locations are closed and teachers are not required to report, due to inclement weather or other emergency, on a day on which a teacher had prearranged to take a paid leave, the teacher shall not be charged for such leave. If schools are open on such a prearranged leave, but schools are then closed due to inclement weather or other emergency so that students are dismissed early that day, the teacher will be charged only for the hours missed.

ARTICLE XI 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 II, 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 XII
MISCELLANEOUS BENEFITS**

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

Section 2: Sixteen (16) days in each even-numbered year and twenty-four (24) days in each odd-numbered year shall be available for released time for teachers to work on legislative matters, including visits to the Indiana General Assembly and related activities which may include meetings with the IPS Legislative Liaison Office. The Association President will identify the individuals to be released under this provision, but no teacher will be released more than four (4) days in any school year under this Section. The Association will continue to work cooperatively with IPS to develop and promote a joint legislative program.

ARTICLE XIII GRIEVANCE PROCEDURE

Section 1: Definition

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

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

Section 2: Procedure

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

(b) Step Two.

(1) If the grievance is not settled at Step One, then within twenty (20) days of the occurrence of facts giving rise to the grievance and/or the date on which the grievant or the Association knew or through reasonable diligence should have known of the facts giving rise to the grievance, the teacher may present a formal written grievance by fully completing the form attached as Appendix B and delivering it to the Human Resource Operations Officer. If the Human Resource Operations Officer 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 B and delivering it to the Human Resource Operations Officer. If the Human Resource Operations Officer 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 Human Resource Operations Officer or designee shall meet with the grievant on the grievance. Within fifteen (15) days of the conclusion of the meeting, the Human Resource Operations Officer or designee shall provide a written response to the grievant and the Association. If the Human Resource Operations Officer or designee does not respond within the designated time, then the grievance shall be deemed denied at the expiration of the period in which he/she was supposed to respond.

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

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

Section 5: 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 6: 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 7: Association Representation. A teacher has the right to have an Association representative present during any discussions, meetings or hearings under this Grievance Procedure.

The parties agree that if it is determined to be unlawful for a school district to include a grievance procedure in a collective bargaining agreement, then this Article XIII, Grievance Procedure, and Appendix B shall automatically and immediately be deemed null and void.

**ARTICLE XIV
TERM OF AGREEMENT**

This Agreement shall be effective as of July 1, 2018, and shall continue in effect through June 30, 2019. This contract was ratified by the IEA on December 12th, 2018 and by IPS on December 20th, 2018.

**INDIANAPOLIS EDUCATION
ASSOCIATION**

By Ronald Swann
President of the Association

By Steve C. Ahlgren
Chairperson, Bargaining Team

By John M. Wilkins
Negotiator for the Association

Date: December 20th, 2018

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

By Michael O'Connor
Michael O'Connor, Board President

By Lewis D. Ferebee
Dr. Lewis D. Ferebee, Superintendent

By Hudnall Pfeiffer
Hudnall Pfeiffer, Negotiator for the Board

Date: December 20th, 2018

APPENDIX A

Salary Schedule	
C	42,587
D	43,880
E	45,173
F	46,467
G	47,760
H	49,053
I	50,347
J	51,640
K	52,993
L	54,227
M	55,520
N	56,813
O	58,107
P	59,400
Q	60,693
R	61,987
S	63,280
T	64,573
U	65,867
V	67,160
W	68,453
X	69,747
Y	71,040
Z	72,333
AA	73,627
BB	74,920

Advancing two rows consists of 90% or \$2,328.30 based on a teacher's Evaluation Rating (as defined in Article VII) and 10% or \$258.70 based on a teacher's Year of Experience (as defined in Article VII), rounded to the nearest dollar. A teacher who satisfies the Academic Need of the District (i.e., those who were hired during or before the 2017-2018 school year whose current salary is at Step A or Step B and satisfy all other eligibility requirements) will receive an increase with a monetary value of \$1,293.

**APPENDIX B
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