

AGREEMENT

between the

BOARD OF SCHOOL COMMISSIONERS
OF THE CITY OF INDIANAPOLIS

and the

INDIANAPOLIS
EDUCATION ASSOCIATION

2015-2016
2016-2017

TABLE OF CONTENTS

	Page
INTRODUCTORY INFORMATION	1
A. PARTIES	1
B. RECOGNITION	1
ARTICLE I PROFESSIONAL AND PERSONAL LEAVES	2
ARTICLE II ILLNESS OR DISABILITY LEAVES	4
ARTICLE III MISCELLANEOUS LEAVE PROVISIONS	5
ARTICLE IV JOB SHARING	6
ARTICLE V RETIREMENT PAY AND BENEFITS	7
ARTICLE VI SUMMER SCHOOL, INTERSESSION AND ADULT EDUCATION	8
ARTICLE VII PROFESSIONAL COMPENSATION	9
ARTICLE VIII COACHING, ATHLETIC ACTIVITIES AND EXTRACURRICULAR ACTIVITIES	11
ARTICLE IX INSURANCE	16
ARTICLE X EMERGENCY SCHOOL CLOSING	18
ARTICLE XI TEACHER'S PROTECTION	19
ARTICLE XII MISCELLANEOUS BENEFITS	20
ARTICLE XIII GRIEVANCE PROCEDURE	21
ARTICLE XIV TERM OF AGREEMENT	23
ATTACHMENT A	24
ATTACHMENT B	26
ATTACHMENT C GRIEVANCE FORM	28

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, except 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 14 calendar days following the date of such death. The immediate family is defined to include: husband, wife, child, grandchild, parents or guardian, grandparents, sister, brother, each similar relationship established by marriage, any other legal dependent, and any person for whom the teacher was a legal dependent. A teacher shall be allowed one (1) day's leave of absence with full pay to attend the funeral of an aunt, uncle, niece or nephew, and each similar relationship established by marriage. In the event of the death of a member of the faculty of a school, other members of that faculty and other teachers, who were members of the same school faculty as the deceased in either of the two (2) preceding school years and/or were on the same school faculty with the deceased for at least five (5) school years, will be allowed 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). If a teacher takes a leave under the Family and Medical Leave Act to care for a child, parent or spouse, then the teacher, upon request, can use up to an additional 140 accumulated sick hours concurrently with FMLA. A teacher may accumulate unused sick leave without limit, which accumulated leave shall be used for sick leave purposes only. Any teacher who is initially contracted on or after the first day of the second semester of any school year shall be entitled to one-half (1/2) of the foregoing annual amount of sick leave for that school year.

Section 2: Family and Medical Leave Act. Under certain circumstances a teacher may be required or permitted to utilize other paid leave provided by this Agreement concurrently with Family and Medical Leave Act ("FMLA") leave, which could result in the teacher receiving pay for some or all of the time the teacher is on FMLA leave. 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 each of the 2015-2016 and 2016-2017 school years. 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 the district. If a teacher terminates employment with IPS for any reason before his or her accounts have become fully vested, those accounts will be forfeited. If such a teacher later returns to IPS employment, the returning teacher will start with no account balance and must accumulate five (5) additional years of service after returning to become fully vested in new account accruals attributable to employer contributions. A teacher's absence under an authorized leave, paid or unpaid, will not be a termination of employment.

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

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

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

ARTICLE 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: Returning Teachers

A. Teacher salaries and eligibility factors for increases in salary are shown on Attachments A and B.

B. As required by I.C. 20-28-9-1, 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 2: Teachers performing the following tutoring/workshop services will be compensated as follows:

1	Curriculum writing/planning	\$25.00/hour
2	Workshop Presentation	\$35.00/hour
3	Preparation for Workshop Presentation	\$10.00/hour not to exceed \$100.00
4	Tutoring	\$25.00/hour
5	Workshop Participant	\$20.00/hour

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

Section 3: 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 4: 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 5: Newly Hired Teachers

A. The District may place any newly hired teacher on the Compensation Plan (Attachments A and B) at the level commensurate with that person's years of teaching experience, or at any level below that teacher's years of experience, or up to three (3) levels above that teacher's years of experience as long as it is not higher than Level J.

Section 6: District and School Teacher Leader Roles

If the District places a teacher in a School or District Leadership Role, the teacher will receive an additional \$5,000.00 per year in compensation for each of the 2015-2016 and 2016-2017 school years. If the teacher only serves in the role for a portion of a year, the amount will be prorated. Teachers assigned to these roles will not be eligible for the payments in Section 2 above since these duties will be part of their Leadership roles. These payments are based on the statutory factors of the assignment of instructional leadership roles, the academic needs of students and the teacher's evaluation. Each factor

is given a one-third weight. This role and accompanying payment is not available to any teacher who receives an ineffective or needs improvement evaluation for the prior school year.

Section 7: Opportunity Culture Teacher Roles

Role	Leads	Accountable	Stipend
MCL3	4-6 other teachers + 2RA	Student load = 7+ teachers	\$18,300
MCL2	2-3 other teachers + 1 RA	Student load = 4-6 teachers	\$11,400
MCL1	1 other teacher + 1 RA	Student load = 3 teachers	\$6,800
EIT	N/A	Reaches at least 33% more students than average	\$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	N/A	N/A	\$1,300

These roles and accompanying payments are based on the statutory factors of the assignment of instructional leadership roles, the academic needs of students, and the teacher's evaluation. Each factor is given a one-third weight. 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 8: 26 Pays

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

**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*
--------------------------------	--------------

* 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 Pays

The parties acknowledge that at some schools additional or different payments have been made to teachers for certain coaching and extracurricular activities. The parties recognize these are bargainable and will work together to reach agreement on such positions and compensation.

ARTICLE IX INSURANCE

Section 1: Health Insurance

A. Plans. The Board shall make available to teachers and their dependents a self-funded health insurance program. Employees may select coverage from these three plans:

- (1) The HDHP/HSA plan.
- (2) The PPO plan.
- (3) The HDHP Bronze plan.

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 Self-Funded Program. For calendar year 2016 only, employees and the Board shall contribute to the self-insured program the same amount as in 2015 for each participating teacher for each plan of coverage selected for each of the four single and dependent coverage options. To the extent there needs to be a change in the contribution amounts for 2017, the parties will reopen this Agreement on August 1, 2016 to negotiate changes to insurance and those changes only. In that event, no other provision of this Agreement is being reopened, and no other provision of this Agreement can be renegotiated.

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 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. The Board shall pay the cost of the coverage up to a maximum of \$6.30 per employee per month, with the exception of \$.01 per pay period paid by the employee.

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

**ARTICLE X
EMERGENCY SCHOOL CLOSING**

Section 1: If a school is officially closed by the District's 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 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 Attachment C 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 Attachment C 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 a Procedure.

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

**ARTICLE XIV
TERM OF AGREEMENT**

Section 1: This Agreement shall be effective as of July 1, 2015 , and shall continue in effect through June 30, 2017.

**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

ATTACHMENT A

1. 2015-2016 is a transition year as it is the first year base compensation has changed since the 2011 changes to the collective bargaining statute. According to IEERB's CBA Compliance Handbook and Rubric, "Parties to a transition year contract do not have to include a compensation plan or follow the compensation plan restrictions."
2. In accordance with state law and the IEERB Compliance Handbook and Rubric, teachers rated ineffective or needs improvement on the 2014-2015 evaluation will not receive any increase in compensation.
3. In transitioning to this plan, the parties agreed to:
 - Raise starting salaries and provide flexibility in starting salaries to improve recruitment of talented teachers and provide for strategic and flexible hiring decisions;
 - Create bands within the compensation plan to strategically distribute increases to enhance retention of effective and highly effective teachers at career points that historically have seen turnover in order to better address the academic needs of students;
 - Provide for leadership roles as both a career path opportunity for teachers and as a mechanism to leverage the impact of our most highly effective teachers to more students (See Article VII, Sections 6 and 7).
4. Even though this is a transition year, the parties still used the statutory factors to determine salary increases. For the 2015 -2016 school year, a teacher is eligible for the transition year salary increase shown below based on the following factors:
 - A. Evaluation = The teacher receives either an effective or highly effective rating for the prior school year. This factor is given 75% weight.
 - B. Academic Needs of Students = Provides for consistency for students by having effective and highly effective teachers each year while attending IPS. It is given 15% weight and is strategically applied to address the academic needs of students by targeting teacher turnover and retention.
 - C. Years of Service = The teacher returns for one additional year of service. This factor is given 10% weight.
5. A teacher who receives an ineffective or needs improvement evaluation for the prior school year will not move to the Transition Year Compensation Plan and will not receive any increase in compensation.
6. In determining the salary amounts in the Transition Year Compensation Plan, the parties assumed that 15% of teachers would not be eligible for an increase due to receiving an ineffective or needs improvement evaluation for the prior year. The funds that otherwise would have been used for increases for those ineligible teachers was included in the funds used to arrive at the salary amounts shown below. In the event fewer than 15% of teachers

are ineligible for salary increases due to evaluation ratings, the District will spend additional funds from its cash reserves to provide those teachers with the increases shown below. If more than 15% of teachers are ineligible for salary increases due to evaluation ratings, any money that would have been given to those teachers as increases will be distributed equally among all teachers receiving an effective or highly effective evaluation rating in the form of a stipend.

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

2015-2016 Transition Year Compensation Plan		
Current Step	Transition Level	2015-2016 Salary
1	A	40,000
2	A	40,000
3	B	40,500
4	C	41,900
5	D	43,500
6	E	44,900
7	F	46,300
8	G	47,700
9	H	49,100
10	I	50,600
11	J	52,000
12	K	53,500
13	L	55,000
14	M	56,900
15	M	56,900
16	M	56,900
17	M	56,900
18	M	56,900
19	M	56,900
20	N	58,200
21	N	58,200
22	N	58,200
23	N	58,200
24	N	58,200
25	O	58,600

ATTACHMENT B

1. In the 2016-2017 school year eligible teachers will move one level from their placement in 2015-2016.
2. A teacher is eligible for progression on the Compensation Plan based on the following factors:
 - A. Evaluation = The teacher receives either an effective or highly effective rating for the 2015-2016 school year. This factor is given 75% weight.
 - B. Academic Needs of Students = Provides for consistency for students by having effective and highly effective teachers in consecutive years. It is given 15% weight and is strategically applied to address the academic needs of students by targeting teacher turnover and retention.
 - C. Years of Service = The teacher returns for one additional year of service. This factor is given 10% weight.
3. A teacher who receives an ineffective or needs improvement evaluation for the prior school year will not move on the Compensation Plan and will not receive any increase in compensation.
4. In determining the salary amounts in the Compensation Plan, the parties assumed that 15% of teachers would not be eligible for an increase due to receiving an ineffective or needs improvement evaluation for the prior year. The funds that otherwise would have been used for increases for those ineligible teachers was included in the funds used to arrive at the salary amounts shown below. In the event fewer than 15% of teachers are ineligible for salary increases due to evaluation ratings, the District will spend additional funds from its cash reserves to provide those teachers with the increases shown below. If more than 15% of teachers are ineligible for salary increases due to evaluation ratings, any money that would have been given to those teachers as increases will be distributed equally among all teachers receiving an effective or highly effective evaluation rating in the form of a stipend.
5. Compensation earned by teachers during a school year will be paid in twenty-six (26) equal installments during the school year.

2016-2017 Compensation Plan	
Effectiveness Levels	2016-2017 Salary
A	40,000
B	40,200
C	42,500
D	43,900
E	45,300
F	46,800
G	48,100
H	49,100
I	50,600
J	51,800
K	53,200
L	54,600
M	56,100
N	57,700
O	59,000
P	59,400

**ATTACHMENT C
GRIEVANCE FORM**

Indianapolis Education Association/Indianapolis Public Schools

To: Administrator _____ Date Filed: _____

Grievant's Name: _____ School/Location: _____

Date of Occurrence: _____

Date of Step One Informal Meeting With Supervisor: _____

Result of Step One Informal Meeting with Supervisor: _____

Article(s) and Section(s) of Agreement Grieved: _____

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

Relief Sought (state the specific relief sought): _____

Signed: _____

Revised: 3/06