

AGREEMENT

between the

BOARD OF SCHOOL COMMISSIONERS  
OF THE CITY OF INDIANAPOLIS

and the

INDIANAPOLIS  
EDUCATION ASSOCIATION

2019-2021

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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. 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. Sick leave may also 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 benefits 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 September 15 (or thirty (30) days after the ratification of the Agreement, whichever is later) of each year. Any new teacher hired after September 15 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 2019-2020 or the 2020-2021 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. Benefits 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 for the 2019-2020 school year is \$45,200 to \$82,800, not including TRF contributions.

The salary range for the 2020-2021 school year is \$47,800 to \$90,000, not including TRF contributions.

At the beginning of the 2019-2020 school year, the salaries of returning full-time teachers were between \$42,587 to \$74,920.

**Section 2: Base Salary Increases**

**A. General Eligibility**

A teacher is not eligible for a salary increase and will remain at their prior year salary if:

- i. The teacher received an evaluation rating of ineffective or improvement necessary in the prior school year; or
- ii. The teacher did not complete a year of service (120 days), except for those with fewer than 120 days of service in the prior school year whose base salary is less than the starting base salary for a new teacher without any experience, in which case the teacher's base salary will be increased so that it is the same as a new starting teacher (\$45,200 for the 2019-2020 school year and \$47,800 for the 2020-2021 school year; see Section C (iv)(e) below).

**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 attracting and retaining teachers in IPS who, as identified below in Section C (iv), teach in certain subject areas and/or have effective IPS teaching service beyond novice years.

**C. Distribution (Amounts to be Added to a Teacher's Base Salary)**

- i. Highly Effective Evaluation Rating: \$2,300
- ii. Effective Evaluation Rating: \$2,000

- iii. Year of Experience: \$600
- iv. Academic Needs of Students:
  - a. Served as certified Special Education Teacher or service provider in the prior school year: \$500
  - b. Served as certified STEM core content & STEM CTE teachers or as appropriately credentialed dual credit course in the prior school year: \$500
  - c. Completed two (2) to ten (10) years of effective IPS teaching service at the time of the effective date of the salary increases for the corresponding school year: \$800
  - d. Completed eleven (11) or more years of effective IPS teaching service at the time of the effective date of the salary increases for the corresponding school year: \$400
  - e. Any teacher without an ineffective or improvement necessary rating and with fewer than 120 days of service in the prior school year whose base salary is less than \$45,200 will increase their base salary to \$45,200 for the 2019-2020 school year, and those whose base salary is less than \$47,800 will increase their base salary to \$47,800 for the 2020-2021 school year.

**D. For school year 2019-2020 only**, based on the Academic Needs of IPS to retain teachers who have effective IPS teaching service beyond novice years and because those teachers are being paid below market due to the past multi-year salary freeze within IPS, a teacher who satisfies both the Evaluation Rating and the Year of Experience eligibility requirements in the prior school year will receive the greater amount of the following:

(1) The salary increase that the teacher is eligible to receive based on the factors identified in Section C (i)-(iv) above;

**OR**

(2) A one-time salary adjustment based on the following experience bands:

<b>Experience Band</b>	<b>Increase Amount</b>
3-4 years of teaching service	\$4,800
5-10 years of teaching service	\$7,100
11-18 years of teaching service	\$9,400
19-21 years of teaching service	\$7,300
22-27 years of teaching service	\$5,700
28-41 years of teaching service	\$4,500
42-49 years of teaching service	\$4,400

**E.** The salary increases for the 2019-2020 school year are effective starting July 25, 2019. 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.

**F.** **For school year 2020-2021 only**, a teacher who satisfies the Eligibility requirements in the prior school year (see Section A above) will receive a salary increase based on the factors identified in Section C (i)-(iv) above.

**G.** The salary increases for the 2020-2021 school year are effective starting July 25, 2020.

**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 at the end of the school year.

**Section 3: Newly Hired Teachers**

IPS has the discretion to set the salary for a newly hired teacher anywhere within the salary range for the corresponding school year identified above in Section 1.

#### **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 2019-2020 and 2020-2021 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 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**

<b>Role</b>	<b>Stipend</b>
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, <b>IF</b> 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 Athletics**

<b>Tier 1</b>	Football Head	\$ 11,200
	Football Coordinator	\$ 5,600
	Football Assistant	\$ 4,000
	Basketball Head	\$ 11,200
	Basketball Assistant	\$ 4,800
<b>Tier 2</b>	Baseball Head	\$ 6,200
	Baseball Assistant	\$ 3,600
	Softball Head	\$ 6,200
	Softball Assistant	\$ 3,600
	Soccer Head	\$ 6,200
	Soccer Assistant	\$ 3,600
	Wrestling Head	\$ 6,200
	Wrestling Assistant	\$ 3,600
	Track Head	\$ 6,200
	Track Assistant	\$ 3,600
	Volleyball Head	\$ 6,200
	Volleyball Assistant	\$ 3,600
<b>Tier 3</b>	Golf Head	\$ 4,400
	Golf Assistant	\$ 2,400
	Cross Country Head	\$ 4,400
	Cross Country Assistant	\$ 2,400
	Swimming Head	\$ 4,400



	Swimming Assistant	\$ 2,400
	Diving Head	\$ 2,400
	Tennis Head	\$ 4,400
	Tennis Assistant	\$ 2,400
<b>Tier 4</b>	Unified Sports Head	\$ 3,600
	Strength & Conditioning	\$ 3,000
<b>Alt.</b>	Assistant Coordinator	\$ 2,000*

\*Per Fall, Winter and Spring session

**B. Middle School Athletics**

<b>Tier 1</b>	Football Head	\$ 3,200
	Football Assistant	\$ 2,000
	Basketball Head	\$ 3,200
	Basketball Assistant	\$ 2,000
<b>Tier 2</b>	Baseball Head	\$ 2,400
	Baseball Assistant	\$ 1,600
	Softball Head	\$ 2,400
	Softball Assistant	\$ 1,600
	Track Head	\$ 2,400
	Track Assistant	\$ 1,600
	Wrestling Head	\$ 2,400
	Wrestling Assistant	\$ 1,600
	Volleyball Head	\$ 2,400
	Volleyball Assistant	\$ 1,600
	Soccer Head	\$ 2,400
	Soccer Assistant	\$ 1,600
<b>Tier 3</b>	Cross Country Head	\$ 1,600

	Golf Head	\$ 1,600
	Tennis Head	\$ 1,600
	Swim Head	\$ 2,400
	Swim Assistant	\$ 1,600
<b>Alt.</b>	K-8 MS Athl. Coordinator	\$ 2,000*
	7-8 MS Athl. Coordinator	\$ 3,500*
	Select Team Coach	\$ 4,000

\*Per Fall, Winter and Spring session

**C. Elementary Athletics**

Basketball	\$ 500
Soccer	\$ 500
Volleyball	\$ 500
Other Elementary Sports	\$ 500
Elem. Athletic Coordinator	\$ 1,000*

\*Per Fall, Winter and Spring session

Head varsity coaches are eligible for a \$500 bonus for each consecutive year in the position at a specific school after the first year (cap of \$2,500 bonus).

JV and Freshman level high school coaches will be paid the Assistant Coach stipend for the sport.

Stipends may be split by coaches; however, individuals may not make more than a full stipend for a particular sport for a particular season.

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.

**D. Extracurricular Activity Stipend Schedule**

	<b>Activity/Club</b>	<b>Stipend Amount</b>
<b>Tier 1</b>		
Position Type	<b>Full School Year Competitive Music Performance Director</b>	<b>\$ 5,500.00</b>
Anticipated Scope	At least 20 students supervised and anticipated work of at least 180 hours	
Examples of Anticipated Qualifying Activities	<i>Orchestra, Marching Band, Choir</i>	
<b>Tier 2</b>		
Position Type	<b>Director - Full School Year Competitive Other Performance</b>	<b>\$ 4,500.00</b>
Anticipated Scope	At least 15 students supervised and anticipated work of at least 150 hours	
Examples of Anticipated Qualifying Activities	<i>Cheerleading, Band-related Color Guard</i>	
<b>Tier 3</b>		
Position Type	<b>Director - Full School Year Non-Competitive Activity</b>	<b>\$ 4,000.00</b>
Anticipated Scope	At least 10 students supervised and anticipated work of at least 125 hours	
Examples of Anticipated Qualifying Activities	<i>Journalism, Yearbook, JROTC</i>	
<b>Tier 4</b>		
Position Type	<b>Assistant Director - Full School Year Competitive Music Performance</b>	<b>\$ 3,500.00</b>
Anticipated Scope	At least 20 students supervised and anticipated work of at least 110 hours	

Examples of Anticipated Qualifying Activities	<i>Asst. Orchestra Director</i>	
<b>Tier 5</b>		
Position Type	<b>Director - Full School Year Non-Competitive Performance</b>	<b>\$ 3,250.00</b>
Anticipated Scope	At least 10 students supervised and anticipated work of at least 100 hours	
Examples of Anticipated Qualifying Activities	<i>Drama/Theater, Pep Band</i>	
<b>Tier 6</b>		
Position Type	<b>Sponsor - Full School Year and/or Advanced Skill Competitive Club</b>	<b>\$ 2,500.00</b>
Anticipated Scope	At least 7 students supervised and anticipated work of at least 80 hours	
Examples of Anticipated Qualifying Activities	<i>Debate, Robotics</i>	
<b>Tier 7</b>		
Position Type	<b>Assistant Director - Full School Year Competitive Non-Music Performance</b>	<b>\$ 2,000.00</b>
Anticipated Scope	At least 15 students supervised and anticipated work of at least 60 hours	
Examples of Anticipated Qualifying Activities	<i>Asst. Cheerleading Coach, Academic Bowl Team Sponsor</i>	
<b>Tier 8</b>		
Position Type	<b>Sponsor - Full Year Non-Competitive Academic and Other Club</b>	<b>\$ 1,500.00</b>
Anticipated	At least 10 students supervised and anticipated work of	

Scope	at least 50 hours	
Examples of Anticipated Qualifying Activities	<i>National Honor Society, Class Sponsor, Student Council, Key Club</i>	
<b>Tier 9*</b>		
Position Type	<b>Sponsor - Single Season or Short Duration Competitive Club</b>	<b>\$ 1,000.00</b>
Anticipated Scope	At least 10 students supervised and anticipated work of at least 30 hours	
Examples of Anticipated Qualifying Activities	<i>Chess Club (including competitions)</i>	
<b>Tier 10*</b>		
Position Type	<b>Sponsor - Single Season / Short Duration Non-Competitive Club</b>	<b>\$ 500.00</b>
Anticipated Scope	At least 7 students supervised and anticipated work of at least 20 hours	
Examples of Anticipated Qualifying Activities	<i>Chess Club (non-competing), Photography Club</i>	

\*Stipend amount is per season

Any club or activity that serves less than seven (7) students or requires less than 20 hours of anticipated work will not be eligible for a stipend.

**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: Group Medical Program**

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

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

For 2020 and 2021, 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 medical plan administration representatives 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 Group Medical Program.**

1. For calendar year 2020 only, the Board shall contribute to the self-funded medical 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	\$ 7,144.88
Employee and Child or Children	\$ 12,877.40
Employee and Spouse	\$ 13,915.90
Employee and Family (Spouse and Children)	\$ 21,185.40

The employees shall be responsible for paying the remaining costs of the plans.

2. For calendar year 2021 only, if there is no increase in the cost of the self-funded medical program, then the Board and employees shall contribute the

same amounts as in calendar year 2020. If there is an increase in the cost of the self-funded medical program, then the Board shall increase its contribution by one-half (1/2) of the percentage increase to the medical program. Employees shall be responsible for paying the remaining costs of the plans.

#### **D. Wellness Credits**

1. For calendar year 2020 only, employees who participate in the biometric screening shall receive up to a \$500 credit to offset the employee share of the medical program cost. The employee must be employed at the time of disbursement to receive the payment.

2. For calendar year 2021 only, employees who participate in the biometric screening may receive up to a \$500 credit to offset the employee share of the medical program cost if the employee meets health screening and engagement goals outlined by the parties' health plan sub-committee. The employee must be employed at the time of disbursement to receive the payment.

**E. Special Rate.** Teachers whose spouses also are IPS employees are eligible for the same coverage 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 benefits 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 benefit 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 medical plan. 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 benefit coverages to end when a retired teacher becomes Medicare eligible, then those benefit 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:** For the 2021 calendar year, to enable the parties to contain costs for the benefit plans in Article IX, the specifications of any program, including vendors, plan administration, benefits, and network structure, may be changed by mutual agreement as bargained by the parties during the statutory bargaining period applicable to the 2020 – 2021 school year. However, this does not authorize the parties to change the cost allocation between IPS and employees.

**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 the cost for group medical program coverage 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 A 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 A 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 A shall automatically and immediately be deemed null and void.

**ARTICLE XIV  
TERM OF AGREEMENT**

This Agreement shall be effective as of July 1, 2019, and shall continue in effect through June 30, 2021. This contract was ratified by the IEA on October 21, 2019 and by IPS on November 12, 2019.

**INDIANAPOLIS EDUCATION  
ASSOCIATION**

By: Ronald Swann

President of the Association

By: Lucia C. Ahlgren

Chairperson, Bargaining Team

By: Anne M. Wilkins

Negotiator for the Association

Date: November 12, 2019

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

By: [Signature]

President of the Board

By: [Signature]

Superintendent

By: [Signature]

Negotiator for the Board

Date: November 12, 2019

**APPENDIX A  
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

## **MEMORANDUM OF UNDERSTANDING**

### **2021 SUMMER SESSION COMPENSATION PREMIUM**

Indianapolis Public Schools (“IPS”) and the Indianapolis Education Association (“IEA”) hereby enter into this Memorandum of Understanding (the “MOU”) on the date set forth below to modify the compensation structure for those members of IEA who volunteer to work IPS’ 2021 Summer Session, as described herein.

**WHEREAS**, IPS and IEA are parties to a Collective Bargaining Agreement (the “CBA”) dated November 12, 2019; and

**WHEREAS**, since approximately March 13, 2020, IPS and other schools across the state have modulated instruction between virtual and in-person as deemed advisable by federal and state health agencies to account for, and reduce the risk associated with, the COVID-19 Pandemic (the “Pandemic”); and

**WHEREAS**, in-person instruction resulted in heightened risks of exposure to the novel coronavirus for personnel who work at school facilities; and

**WHEREAS**, virtual instruction presented a novel and often challenging environment for teachers to successfully perform their roles at IPS; and

**WHEREAS**, as a result of additional stress and work-related fatigue caused by the circumstances described above, as well as concerns over risks associated with in-person work during the Pandemic in general, both IPS and IEA expect there will be insufficient interest to adequately staff for IPS’ 2021 Summer Session; and

**WHEREAS**, in order to assist with recruiting for the 2021 Summer Session adequate personnel, including those who otherwise may be reluctant to do so because of the Pandemic and its effects, IPS and IEA believe that IPS must offer candidates additional financial incentive; and

**WHEREAS**, IPS and IEA acknowledge that the circumstances of the Pandemic, including its effect on staffing for the 2021 Summer Session, were not known and could not have been reasonably anticipated during the bargaining timeline when the CBA was negotiated in Fall 2019; and

**WHEREAS**, IPS and IEA believe that an MOU outside the bargaining timeline made necessary by the Pandemic is a permissible MOU under 560 Ind. Admin. Code §§ 2-8-14(d)(1) and (2), and IEERB’s Nonrule Policy Document No. 2020-1.

**NOW THEREFORE** the Parties hereby enter into this MOU and agree as follows:



- 1) Notwithstanding any provision of the CBA or any past practice between the parties to the contrary, IEA members will be compensated at the rate of \$60.00/hour for all work hours performed specifically for IPS' 2021 Summer Session.
- 2) This MOU shall apply to all hours worked by IEA members directly related to assigned 2021 Summer Session duties, and shall expire and become no longer in force or effect on the earlier of the date immediately following the last date the 2021 Summer Session is in session, or June 30, 2021.

**WHEREFORE** the parties hereby agree to the forgoing, effective this 15th day of April, 2021.

**INDIANAPOLIS EDUCATION ASSOCIATION**

By: *Ronald S. Swann*

Title: President, Indianapolis Education Association

By: \_\_\_\_\_

Title: \_\_\_\_\_

**INDIANAPOLIS PUBLIC SCHOOLS**

By: *Alesia Johnson*

Title: Superintendent, Indianapolis Public Schools

By: \_\_\_\_\_

Title: \_\_\_\_\_