



AGREEMENT

BETWEEN THE

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

AND THE

**INDIANAPOLIS
EDUCATION ASSOCIATION**

2023-2025

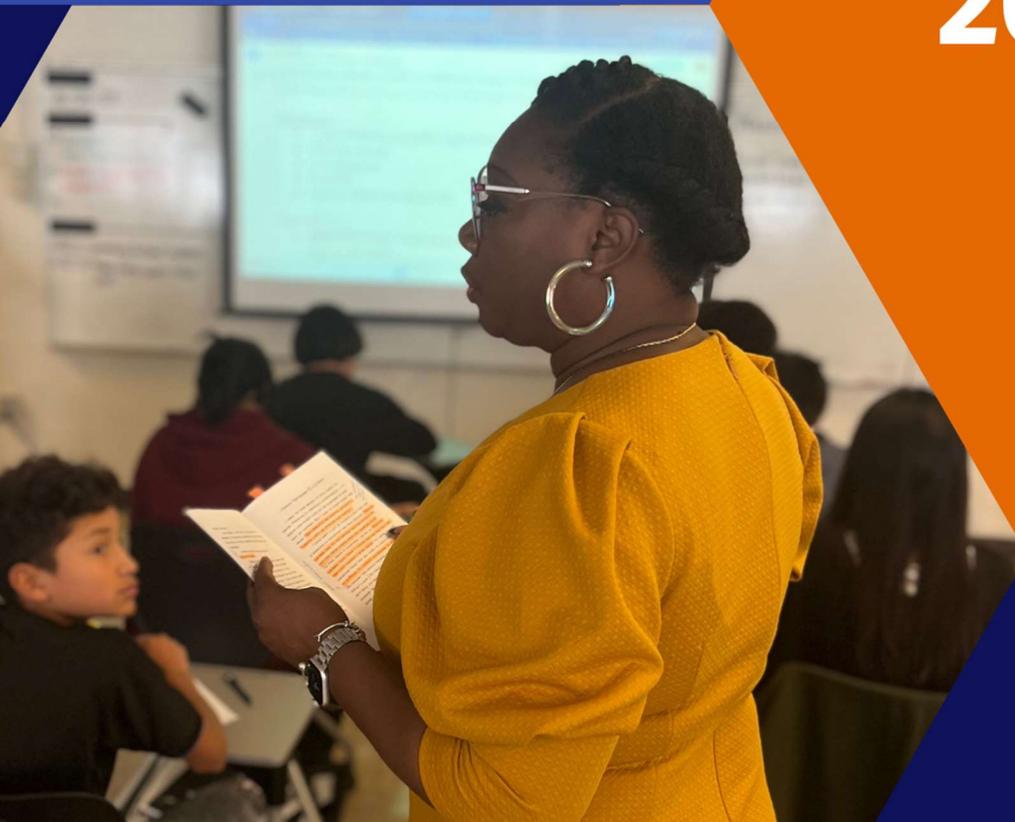


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INTRODUCTORY INFORMATION

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, Learning Officer, Executive Director, Director, Coordinator, Principal, Supervisor, Assistant Principal, Consultant, Dean, Assistant Dean, Department Head, Human Resources Officer, and 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-half ($\frac{1}{2}$) 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 ($\frac{1}{2}$) of the foregoing annual amount of personal leave for that school year.

Section 2: Bereavement. In case of death in the immediate family, the employed teacher shall be allowed leave with full pay for three (3) working days within fourteen (14) calendar days following the date of such death. This period of leave may be extended for a period of two (2) additional school days if needed by the teacher for the purpose of attending the last burial rites or to attend to personal matters of the deceased, or the teacher may use the two (2) additional school days at any time during the twelve (12) month period beyond such death for the purpose of attending to the affairs of the deceased. The immediate family is defined to include: legal spouse, child, unborn child, stepchild, grandchild, parents or guardian, stepparents, grandparents, sister, brother, each similar relationship established by the employee's marriage, any other legal dependent, any person for whom the teacher was a legal dependent, any person for whom the employee has guardianship powers or is the executor of the estate, any person for whom the employee is the sole surviving relative, and any person residing in the same household as the employee. A teacher shall be allowed three (3) 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 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, the teacher will be paid the difference between the teacher's hourly rate and any jury duty remuneration that is offered to the teacher.

Section 5: Emergency Leave. If a teacher has exhausted their annual twenty-one (21) hours of personal leave, and the teacher or a member of their immediate family is involved in an emergency, the teacher may apply to convert up to thirty-five (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.

Section 6: Floating Holidays. For each academic calendar year, teachers shall receive two (2) paid days off to be used for any reason as personal floating holidays. Approval will be granted by the appropriate supervisor provided the teacher has given at least thirty (30) days' notice, but in every case the request for approval should be made in writing at least forty-eight (48) hours in advance of the absence. Floating holidays must be taken in full-day increments and may only be applied to a scheduled workday. A floating holiday does not roll over if unused and must be taken within the academic calendar year in which it is awarded. Floating holidays are not paid out upon resignation or retirement.

Section 7: Other Leaves. Teachers shall be entitled upon hire to all board approved leaves offered pursuant to Section 2 of Administrative Guideline 3430 as of the date of this Agreement pursuant to its terms, except that (i) teachers will be eligible for Child Rearing and Adoption leave immediately upon hire and may take such leave in any daily increment; and (ii) new hires in their first year of employment are limited to four (4) weeks of Child Rearing/Adoption Leave total. Teachers shall apply accrued paid sick leave to all absences. To the extent any provision in Section 2 of Administrative Guideline 3430 conflicts with this Agreement, this Agreement shall govern.

ARTICLE II ILLNESS OR DISABILITY LEAVES

Section 1: Personal Illness. Every teacher shall have seventy (70) hours sick leave during their first year in the system and fifty-six (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 a FMLA leave.

Section 3: The Sick Leave Bank ("Bank") is established for use by teachers who have exhausted their own accumulated sick leave. Any teacher may participate by voluntarily contributing seven (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 seven (7) hours sick time to the Bank within their 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) during the term of this Agreement. 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.

Section 4: Any teacher employed in the summer school, intersession and/or the evening school program may annually utilize not more than seven (7) hours of 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 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 and are required to provide timely documentation of ability to return prior to the anticipated date of return. 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 Resource Division a form for the teacher to declare for the upcoming school year if the teacher 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 Resource Division;
3. If the teacher does not do so, then the teacher shall be deemed to have resigned their employment with IPS.

Upon return from any paid leave, a teacher shall be assigned to a position comparable to their previous position, if available. In no event will the teacher's base pay be less than it would be if the teacher 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 AND SUPPLEMENTAL COVERAGE**

Section 1: Job Sharing.

- A. 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.

- B. 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, floating holidays, 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 conferences, and in-service sessions which the full-time bargaining unit employees assigned to their building are required to attend.

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

Section 2: Supplemental Coverage.

Teachers shall receive additional compensation for covering other duties/classes as follows:

A. Compensation for Long-Term Class Coverage

The Board may offer, and a fully-licensed teacher may choose to accept, a role as a long-term substitute at their own or another IPS building to cover long-term vacancies during periods in which the teacher is not performing or scheduled to perform classroom instruction. Such assignment will continue until the end of the semester or until the vacancy is filled, whichever is sooner. A teacher who accepts the long-term assignment will be paid at their standard hourly rate [annual salary ÷ 192 ÷ 7] while fulfilling this assignment. The Board will prioritize offering long-term substitute roles to teachers whose schedule, licensure, endorsements, and similar considerations align with the needs of the vacant position.

B. Compensation for Ad Hoc Class Coverage

- i. Pilot – This is a pilot program for the 2023-24 and 2024-25 school years only. The non-salary/non-wage parameters of this pilot program were not bargained and are included for informational purposes only.
- ii. Loss of Preparation Time – Teachers will receive compensation when they give up District designated preparation periods (planning time) for class coverage due to the absence of another teacher.
 - a. Academic coaches, interventionists, and International Baccalaureate (IB) coordinators will only receive compensation for classroom coverage if they cover another teacher’s class for a minimum of three (3) hours, such that they lose their preparation time.
 - b. Job-sharing teachers will not receive compensation for classroom coverage when their co-teachers are absent, unless the coverage requires the teachers to lose their planning periods.
 - c. Special-area teachers will be compensated the same as any other teacher when they cover for a teacher who is absent, and students are split among specials.
- iii. Splitting Classes – Teachers will receive additional compensation in accordance with paragraph iv below when principals place additional students in their classes, resulting in a class size increase of at least 30%, due to the absence of another teacher.
- iv. Compensation – Teacher will receive twenty-five dollars (\$25.00) per hour increment. Time accumulated will round down to the nearest hour increment. Any amount of time accumulated during a school year less than one hour will not qualify for reimbursement.
- v. Payment of Compensation – Compensation for class coverage will be paid in June at the end of the applicable school year. Only teachers who remain employed on the last day of the applicable school year are eligible to receive compensation for accumulated classroom coverage.

**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 fifty dollars (\$50.00) for every seven (7) hours of unused sick time. This amount shall be deposited in the teacher's 403(b) account.

Section 2: In the event of death during the school year of a teacher who is otherwise eligible for retirement pay and benefits under this Article, 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 ("Plan") by payroll deduction up to the maximum allowable by federal law. IPS shall match 50% of the teacher's contribution up to a maximum of 3% of the teacher's salary. For example:

Teacher Contribution	Board Match
1%	0.5%
2.5%	1.25%
6%	3% (Maximum)
10%	3% (Maximum)

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 following a break in service of more than two (2) years, 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

This section is intentionally left blank to preserve continuity in Article numbering. Content from this Article has been moved to Article II.

**ARTICLE VII
PROFESSIONAL COMPENSATION**

Section 1: Salary Range.

At the beginning of the 2023-2024 school year, the salaries of returning full-time teachers were between \$50,400 to \$90,000.

The salary range for the 2023-2024 school year is anticipated to be \$51,900 to \$94,000, not including TRF (the Indiana Teachers' Retirement Fund, a division of the Indiana Public Retirement System) contributions.

The salary range for the 2024-2025 school year is anticipated to be \$53,460 to \$94,000, not including TRF contributions.

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 contract days worked). However, no teacher's salary will be below the minimum (\$51,900 for 2023-2024 and \$53,460 for 2024-2025), unless the lower salary is a result of an ineffective or needs improvement evaluation rating.

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 by IPS and worked as a teacher for at least 120 contract days in the prior school year.
- iii. Academic Needs – The importance of attracting and retaining teachers in IPS who, as identified below in Section C (iii), 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)

The total increase to a qualifying teacher's base salary is a combination of the factors outlined below. Base pay increases for qualifying teachers will range from \$1,850 to \$2,790 for 2023-2024 and \$1,900 to \$2,870 for 2024-2025.

i. Evaluation Rating

a. Highly Effective Evaluation Rating:

- Year 1: \$1,290
- Year 2: \$1,310

b. Effective Evaluation Rating:

- Year 1: \$1,050
- Year 2: \$1,070

ii. Year of Experience:

- Year 1: \$530
- Year 2: \$550

iii. Academic Needs of Students:

a. Served as a certified Special Education Teacher, ENL Teacher, School Psychologist, and/or Social Worker (in each case, excluding teachers on emergency permits) in the prior school year:

- Year 1: \$530
- Year 2: \$550

b. Served as a certified STEM core content/STEM CTE teacher and/or appropriately credentialed dual credit course (in each case, excluding teachers on emergency permits) in the prior school year:

- Year 1: \$530
- Year 2: \$550

c. Completed one (1) to seven (7) years of effective IPS teaching service at the time of the effective date of the salary increases for the corresponding school year:

- Year 1: \$440
- Year 2: \$460

d. Completed eight (8) or more years of effective IPS teaching service at the time of the effective date of the salary increases for the corresponding school year:

- Year 1: \$270
- Year 2: \$280

- D. The salary increases for the 2023-2024 school year are effective starting July 23, 2023. 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.
- E. The salary increases for the 2024-2025 school year are effective starting the first contract day of the 2024-2025 school year.
- F. 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 equally 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. IPS, when exercising such discretion, shall (i) consider targeted investments in new hire compensation to maintain competitiveness with the relevant labor market, and (ii) follow a fair and consistent process that considers internal pay equity and pay band compression. IPS and IEA recognize the inherent tension that exists between responding to the labor market and ensuring internal equity; therefore, IPS will carefully balance both considerations and upon reasonable request provide IEA data concerning IPS' application of this provision to its salary decisions.

Section 4: 26 Pays.

Compensation earned by teachers during a school year will be paid in twenty-six (26) equal installments during the year. The first pay date for the school year is the 2nd Friday in August.

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 educational or "lane" pay determined by degree status as of September 2, 2014.

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

- Curriculum Writing/Planning: \$30.00/hour
- Workshop Presentation: \$40.00/hour
- Preparation for Workshop Presentation: \$20.00/hour not to exceed \$140.00
- Tutoring: \$30.00/hour*
- Workshop Participant – Mandatory professional development outside of the school day/week/year: \$40.00/hour and Professional Growth Points (PGP)
- Workshop Participant – Voluntary professional development at any time: PGP points and/or \$20.00/hour

*IPS shall have the discretion to raise the tutoring hourly rate up to a maximum of \$60.00 per hour based on the availability of additional funds.

Section 7: Payment and Stipends for Summer School.

Teachers performing summer school duties will be paid at their hourly rate [annual salary ÷ 192 ÷ 7] for each hour worked.

In addition to payment of a teacher's hourly rate for performing summer school duties, IPS shall have the discretion to provide stipends to teachers performing summer school duties based on the availability of additional funds. The total amount of stipend payments received by a teacher performing summer school duties may be up to, but shall not exceed, \$3,000 during the term of this Agreement. For example, if additional funds are available, a teacher performing summer school duties may receive a stipend of \$1,000 during Year 1 and \$2,000 during Year 2 of the Agreement.

Section 8: 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, the member will be paid at the member's hourly rate [annual salary ÷ 192 ÷ 7] 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 twenty-five (25) hours of new teacher orientation.

Section 9: 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 1/192 of the contracted salary.

Section 10: 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, \$2,000, \$5,000 or \$7,000 per year in compensation for the 2023-2024 and 2024-2025 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 11: Stipend Payments for Ancillary Opportunity Culture Teacher Roles.

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

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

Section 12: Emerging Schools.

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

The Board shall have discretion to determine the amount of supplemental pay it will pay teachers performing coaching or extracurricular assignments, provided that in no event shall any such supplemental pay be for less than the applicable amounts listed in the tables below. The Board will notify the Association when exercising discretion pursuant to this Article, and internal salary equity will be considered before this provision is utilized for any position.

Section 1. Senior High School Athletics.

	Role	Stipend Amount
Tier 1	Football Head	\$11,200
	Football Coordinator	\$5,600
	Football Assistant	\$4,000
	Basketball Head	\$11,200
	Basketball Assistant	\$4,800
Tier 2	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
	Swimming Head	\$4,400
	Swimming Assistant	\$2,400
	Tier 3	Golf Head
Golf Assistant		\$2,400
Cross Country Head		\$4,400
Cross Country Assistant		\$2,400
Diving Head		\$2,400
Tennis Head		\$4,400
Tennis Assistant		\$2,400
Tier 4	Unified Sports Head	\$3,600
	Strength & Conditioning	\$3,000
Alt.	Assistant Coordinator	\$2,000*

*Per Fall, Winter and Spring session

Section 2: Middle School Athletics.

	Role	Stipend Amount
Tier 1	Football Head	\$3,200
	Football Assistant	\$2,000
	Basketball Head	\$3,200
	Basketball Assistant	\$2,000
	Volleyball Head	\$2,400
	Volleyball Assistant	\$1,600
	Soccer Head	\$2,400
	Soccer Assistant	\$1,600
	Baseball Head	\$2,400
	Baseball Assistant	\$1,600
	Softball Head	\$2,400
	Softball Assistant	\$1,600
Tier 2	Track Head	\$2,400
	Track Assistant	\$1,600
	Wrestling Head	\$2,400
	Wrestling Assistant	\$1,600
	Cross Country Head	\$1,600
	Golf Head	\$1,600
	Tennis Head	\$1,600
	Swim Head	\$2,400
	Swim Assistant	\$1,600
Alt.	MS Athletic Coordinator	\$3,500*
	Select Team Coach	\$4,000

*Per Fall, Winter and Spring session

Section 3: Elementary Athletics.

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

*Per Fall, Winter and Spring session

Section 4: Miscellaneous Coaching.

- A. High school varsity head 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).
- B. Junior Varsity and Freshman level high school coaches will be paid the Assistant Coach stipend for the sport.
- C. Stipends may be split by coaches; however, individuals may not make more than a full stipend for a particular sport for a particular season.

- D. 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.

Section 5: Extracurricular Activity Stipend Schedule.

	Activity/Club	Stipend Amount
Tier 1		
Position Type	Full School Year Competitive Music Performance Director	\$5,500
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>	
Tier 2		
Position Type	Director - Full School Year Competitive Other Performance	\$4,500
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>	
Tier 3		
Position Type	Director - Full School Year Non-Competitive Activity	\$4,000
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>	
Tier 4		
Position Type	Assistant Director - Full School Year Competitive Music Performance	\$3,500
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>	

	Activity/Club	Stipend Amount
Tier 5		
Position Type	Director - Full School Year Non-Competitive Performance	\$3,250
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>	
Tier 6		
Position Type	Sponsor - Full School Year and/or Advanced Skill Competitive Club	\$2,500
Anticipated Scope	At least 7 students supervised and anticipated work of at least 80 hours	
Examples of Anticipated Qualifying Activities	<i>Debate, Robotics</i>	
Tier 7		
Position Type	Assistant Director - Full School Year Competitive Non-Music Performance	\$2,000
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>	
Tier 8		
Position Type	Sponsor - Full Year Non-Competitive Academic and Other Club	\$1,500
Anticipated Scope	At least 10 students supervised and anticipated work of at least 50 hours	
Examples of Anticipated Qualifying Activities	<i>National Honor Society, Class Sponsor, Student Council, Key Club</i>	

	Activity/Club	Stipend Amount
Tier 9*		
Position Type	Sponsor - Single Season or Short Duration Competitive Club	\$1,000
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>	
Tier 10*		
Position Type	Sponsor - Single Season / Short Duration Non- Competitive Club	\$500
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 twenty (20) hours of anticipated work will not be eligible for a stipend.

Section 6: 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 two (2) plans:

- HealthSync Health Savings Account (“HSA”) Enhanced Plan
- HealthSync HSA Base Plan

For 2024 and 2025, for employees who choose the HealthSync HSA Base Plan, 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 workday and through the distribution of materials.

B. Types of Coverage

Coverage shall be available based on four (4) options:

- Employee
- Employee and Child or Children
- Employee and Spouse
- Employee and Family (Spouse and Children)

C. Payments to the Group Medical Program

Teachers shall be eligible for group medical insurance in accordance with the health insurance offerings and employee-paid premium amounts below. For calendar year 2024:

Anthem HealthSync HSA Base Plan 2024

COVERAGE TYPE	ANNUAL PREMIUM
Employee	\$1,228.16
Employee and Child/Children	\$3,228.57
Employee and Spouse	\$4,119.04
Employee and Family (Spouse and Children)	\$5,192.32

Anthem HealthSync HSA Enhanced Plan 2024

COVERAGE TYPE	ANNUAL PREMIUM
Employee	\$2,496.04
Employee and Child/Children	\$5,502.91
Employee and Spouse	\$7,265.02
Employee and Family (Spouse and Children)	\$8,671.14

For calendar year 2025 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 2024. If there is an increase in the cost of the self-funded medical program, then the Board may 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

For calendar years 2024 and 2025, employees who participate in the wellness rewards program shall receive up to a \$600 credit annually 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. Employees who select the Employee/Child(ren) or Employee/Family plans may elect an enhanced dental coverage plan with a lifetime maximum child orthodontia benefit of \$1,000, for which the Board shall pay for the cost of coverage except for \$5.57 (Employee/Child(ren)) or \$6.67 (Employee/Family) per pay period, which shall be paid by the employee for respective plan.

Section 5: The Board shall make available to eligible teachers a voluntary Long Term Disability (LTD) plan.

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 and/or coverage with enhanced benefits, then the employee shall pay the additional cost of the dependent coverage and/or enhanced benefit coverage.

Section 7: For teachers who are employed through the last teaching day of the school year and will be an IPS employee for the succeeding school year, those teachers shall have benefits coverages under this Article continued through the following July. For teachers who will not be an IPS employee for the succeeding school year, those teachers shall have insurance coverage continued through the end of the month in which the teacher receives final payment.

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 2025 calendar year, to enable the parties to contain costs for the benefit plans in Article IX, the parties' health plan sub-committee may change the specifications of any program, including but not limited to vendors, plan administration, benefits, and network structure, provided that the committee has discussed changes prior to implementation.

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 waiver.

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) in the scope of the teacher's employment, 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: One hundred sixty-eight (168) hours in each academic year shall be available for released time for teachers to work on legislative matters, including but not limited to visits to the Indiana General Assembly, membership training, and meetings with the IPS Legislative Liaison Office. The time off may be taken in hourly, half-day, or full-day increments. The Association President will identify the individuals to be released under this provision, but no teacher will be released more than thirty-five (35) hours in any academic year unless the individual is an officer within the Association, in which case the teacher will be released no more than forty-nine (49) hours in any academic year, provided that no more than four (4) officers may be designated for the additional fourteen (14) hours of leave under this Section in any academic year. 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 they have a grievance, the teacher must present it to their immediate supervisor. The teacher and supervisor then shall meet informally to discuss the matter.
- B. Step Two.**
 - i. 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 Director of Employee Relations. If the Director of Employee Relations 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.
 - ii. 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 Director of Employee Relations. If the Director of Employee Relations 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.
 - iii. Within fifteen (15) days after receiving the written grievance, the Chief of Human Resources or designee shall meet with the grievant to discuss the grievance. Within fifteen (15) days of the conclusion of the meeting, the Chief of Human Resources or designee shall provide a written response to the grievant and the Association. If the Chief of Human Resources or designee does not respond within the

designated time, then the grievance shall be deemed denied at the expiration of the fifteen (15) day period.

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.

**ARTICLE XIV
TERM OF AGREEMENT**

This Agreement shall be effective as of July 1, 2023, and shall continue in effect through June 30, 2025. This contract was ratified by the IEA on October 30, 2023 and by IPS on November 14, 2023.

The undersigned attest to the following:

1. A public hearing was held in compliance with I.C. 20-29-6-1(b) on September 11, 2023, and electronic participation from the parties and/or public was permitted; and
2. A public meeting in compliance with I.C. 20-29-6-19 was held on November 8, 2023 to discuss the tentative agreement and electronic participation from the governing body and/or public was permitted.

INDIANAPOLIS EDUCATION ASSOCIATION

By _____
President of the Association

By _____
Chairperson, Bargaining Team

By _____
Negotiator for the Association

Date: _____

BOARD OF SCHOOL COMMISSIONERS OF THE SCHOOL CITY OF INDIANAPOLIS

By _____
President of the Board

By _____
Superintendent

By _____
Negotiator for the Board

Date: _____

**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: _____

Result of Step One Informal Meeting: _____

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

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

Remedy Sought (state the specific remedy sought): _____

Signed: _____



**TOGETHER WE ARE
PROVING WHAT'S POSSIBLE**



**Indianapolis Public Schools
120 E. Walnut Street
Indianapolis, IN 46204
(317)226-4000 • myips.org**

**Indianapolis Education Association
6325 Digital Way Suite 200
Indianapolis, IN 46278
(317)655-3775 • indianapolisea.org**