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Agreement

between the

Board of School Commissioners

of the City of
Indianapolis
and the

Indianapolis Education Association

1987-1988

1988-1989

IPS

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8/89

AGREEMENT
between the
BOARD OF SCHOOL COMMISSIONERS
OF THE CITY OF INDIANAPOLIS
and the
INDIANAPOLIS
EDUCATION ASSOCIATION
1987-1988
1988-1989

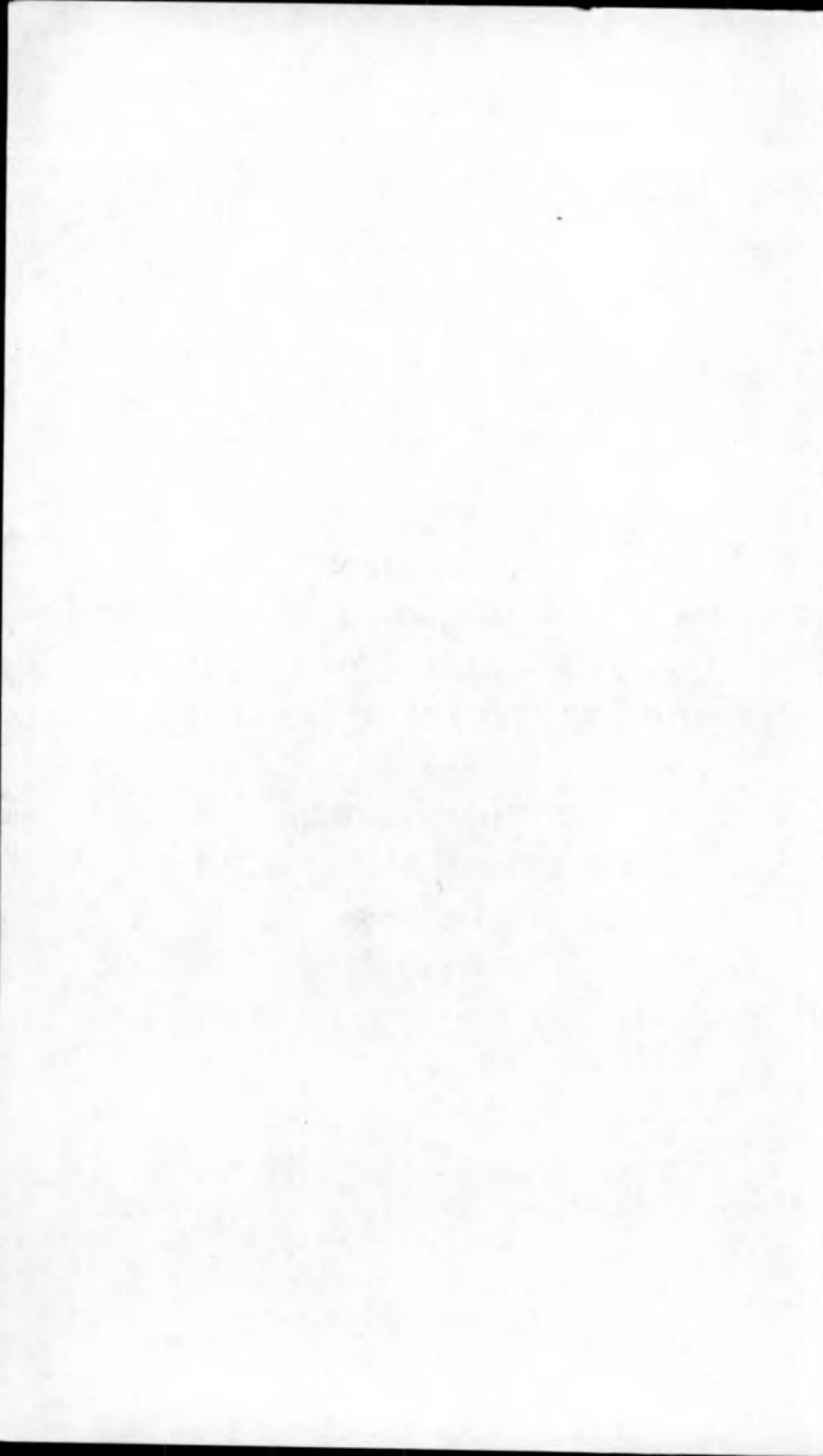


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ARTICLES OF AGREEMENT

PREAMBLE

This Agreement is entered into this 24th day of September, 1987, by and between the Board of School Commissioners of the City of Indianapolis, Indiana, hereinafter called the "Board", and the Indianapolis Education Association, hereinafter called the "Association".

ARTICLE I

RECOGNITION

Section 1: The Board recognizes the Association as the sole and exclusive bargaining representative for all licensed contractual employees of the Board, hereinafter the Negotiating Unit, with respect to salaries and other conditions of employment, except employees in the following classifications:

Superintendent, Associate Superintendent, Assistant Superintendent, Assistant to the Superintendent, Administrative Assistant, Director of Instruction, Principal, Vice Principal, Supervisor, Assistant Principal, Consultant, Elementary and Personnel Coordinators, High School Evening School Director, High School Media Director, Athletic Director, Director of Guidance, Dean, Assistant Dean, Department Head.

Section 2: This recognition shall continue

until successfully challenged by members of the Negotiating Unit under provisions of Indiana Public Law 217, and rules and regulations of the Indiana Education Employment Relations Board.

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

ARTICLE II BOARD RIGHTS

The Association recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public, all operations and activities of the school corporation both to the fullest extent authorized by law and in any manner or decision it shall deem appropriate limited only by that which is inconsistent with law or violative of the provisions of the Agreement.

ARTICLE III ASSOCIATION AND TEACHER RIGHTS

Section 1: Every member of the Negotiating Unit shall have the right to organize, join and support the Association for the purpose of engaging in bargaining and other lawful concerted activities for mutual aid and protection or to refrain from such activity. The Board will not directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of any legal, constitutional or contractual rights, and will not discriminate against any teacher with

respect to hours, wages, or any terms or conditions of employment by reason of his Association activities or professional membership, bargaining, or utilization of the grievance procedure.

Section 2: Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Indiana General School Laws, Federal Laws and the regulations enacted by the General Commission of the Indiana Department of Education.

Section 3: The selection of Association representatives within any building shall be the unrestricted right and responsibility of the Association.

Section 4: The Association shall have the right to use appropriate meeting places in school buildings at reasonable times upon reasonable advance notice when such spaces are available. When possible, at least two (2) school days advance notice will be given. Any added costs over and above the normal operational costs of the building will be borne by the Association. No charge will be made for the Association's use of school rooms immediately before the beginning of the school day nor following the end of the school day and before 6:00 p.m. At schools where there is no custodian or night watchman on duty, the time of 4:45 p.m. will apply rather than 6:00 p.m.

Section 5: The Association shall have the right to use school facilities and equipment including

typewriters, mimeograph and/or spirit duplicating machines, calculating machines and audiovisual equipment whenever such equipment is not otherwise in use. All actual additional costs to the Board for such use shall be reimbursed by the Association. The Association will select teachers who are competent in the operation of said equipment. No equipment shall be removed from the building.

Section 6: The Association shall have the exclusive organizational right to post Association materials on teacher bulletin boards and to place Association material in teacher mailboxes. Duly authorized Association representatives in each building shall be responsible for approval of Association materials to be distributed. Specific subject area organizations shall have the right to use mailboxes and post if said organizations are not involved in, and do not purport to be involved in the representation of teachers in bargaining and/or the resolution of grievances. Association representatives shall be permitted to make announcements at the conclusion of faculty meetings.

Section 7: The President of the Association, the UniServ Executive Director(s) and other designated Association representatives shall be allowed to visit schools for reasons related to Association concerns. Upon arrival the school office will be notified by the representative of his/her presence. Other Association representatives shall be permitted to transact Association business on school property before the

school day begins, during the lunch period, and after the school day has ended. Every effort shall be made to conduct Association activities without interference with normal school operation.

Section 8: The Association shall be furnished on request all regularly prepared information concerning the financial condition of the school system, including annual financial statement, budgets adopted by the Board, and figures relative to the number of students and professional staff in the system. In addition, the Board will grant reasonable requests for any other non-confidential available information which may be relevant to negotiations and the Association's representation of teachers. The Board further agrees to furnish, at Association expense, single copies upon request prior to printing of any forms required by state agencies such as, but not limited to, the State Board of Accounts, the State Department of Education, and the State Board of Tax Commissioners.

Section 9: A copy shall be sent to the Association of any notice, directive or bulletin related to wages, hours and working conditions which is issued to groups of employees covered by this Agreement. The Board shall provide, as soon as possible but not later than November 1 of each year, the Association with a list of all teachers showing building assignments.

Section 10: The provisions of the Agreement

shall be applied without regard to political activity, race, creed, religion, color, national origin, age, sex or marital status.

Section 11: Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board, through the IEA office, a form authorizing deduction of membership dues in the Association, the Indiana State Teachers Association and the National Education Association. If such authorizations are received by the Board not less than ten (10) calendar days prior to the first payroll of the school year, the deductions shall begin with said first paycheck and shall be divided equally among the first twenty (20) paychecks received by the teacher in that school year. Deductions of such membership dues from the paychecks of a teacher authorizing such deductions after the above deadline for initiation on the first paycheck shall begin no later than the second paycheck received by such teacher after IPS' receipt of the authorization form. The total amount of dues to be deducted shall be divided as evenly as possible among the number of paychecks to be received by the teacher beginning with the first paycheck from which a deduction is made through the twentieth paycheck received by the teacher in the school year for which the authorization is submitted. Deductions may be cancelled upon receipt by the IPS payroll department of written notice, who shall forward a copy of such notice to the IEA UniServ Executive Director

not more than eight (8) days after its receipt. Deductions shall continue from year to year unless cancelled as provided herein. The Board shall not be liable to the Association, the ISTA, or the NEA, for failure to make deductions for dues. In the event of any overcharge already remitted to the Association, it shall be the responsibility of the Association alone to adjust the matter with the teacher overcharged. In the event of undercharge the Board shall (after receiving written notice of the undercharge from the Association office) make a correction during the next succeeding pay periods.

Section 12: Payroll deductions are available for the following:

- A. Federal Income Tax
- B. State Income Tax
- C. Social Security
- D. Retirement
- E. Group Health, Accident Major Medical Insurance
- F. Group Life Insurance
- G. Income Protection - Long Term Disability
- H. Annuities authorized by 5% of the unit members
- I. Association Dues
- J. Credit Union
- K. United Way
- L. Insurance programs officially endorsed

by the Association, provided that the Association shall not endorse more than five (5) such programs.

M. U.S. Savings Bonds if authorized by two percent (2%) of the unit members.

N. INDY-PAC/I-PACE/NEA-PAC if authorized by unit members.

O. IPS Education Foundation

Section 13: Members of the Negotiating Unit may participate in tax-sheltered mutual funds, under IRS Code 403(b)(7) under provision developed by the parties in 1983.

Section 14: Four (4) teachers selected by the Association President shall be released for a total of four (4) days each 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 will continue to work cooperatively with IPS to develop a joint legislative program.

Section 15: FAIR SHARE

(a) The Board and the Association agree that all members of the bargaining unit who are not also members of the Association have an obligation to pay a fair share fee to the Association, in an amount equal to the membership dues of the Association, including the Indiana State Teachers Association and the National Education Association. This obligation applies to persons

who become members of the bargaining unit during the duration of this Agreement, on temporary contracts or otherwise, as well as to persons who are members of the bargaining unit on the effective date of the Agreement.

- (b) By October 10 of each year, the Association shall provide the Board with a list of bargaining unit members who are not also Association members, and the Board shall request each such person to submit a Payroll Deduction Authorization Form, as appears in the appendix of this Agreement, within a reasonable time. The Board will deduct the fair share fee in ten (10) equal installments from the payroll of each person who submits an authorization and within fifteen (15) days transmit the amount so deducted to the Association. New employees employed during the school year who choose not to join the Association within thirty (30) days of employment shall have their fair share fee deducted from the subsequent ten (10) pay periods during that year. Should there not be ten (10) remaining pay periods, the amount will be deducted equally from the remaining pay periods. Persons who refuse to sign an authorization form or who revoke an executed form have a continuing enforceable obligation to pay the fair share fee directly to the Association.

- (c) The Association recognizes that no member of the bargaining unit should be forced to contribute financial support to political or ideological activities of the Association unrelated to collective bargaining, contract administration and grievance adjustment or unrelated to its duties as exclusive bargaining representative. Consequently, the Association agrees to adopt an internal Association remedy providing for a pro rata refund of the fair share fee to persons who so request.
- (d) The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:
- (1) the Board gives the Association timely notice in writing of claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
 - (2) if the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses and in all other aspects of said defense.
- (e) It is expressly understood that paragraph (d) above will not apply to any claim,

demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

- (f) The parties agree that the provisions of this Section will not be enforced against any person who initiates proceedings challenging the legality of this paragraph, pending final disposition of such proceedings, except that the fair share fee may be collected and held in escrow.

ARTICLE IV

NEGOTIATION PROCEDURES

Section 1: Negotiations of a successor Agreement shall be conducted under the provisions of Indiana Public Law 217 and the rules and regulations adopted by the Indiana Education Employment Relations Board.

Section 2: The Board and the Association shall seek to reach agreement on a successor Agreement as expeditiously as possible.

Section 3: The Board and the Association recognize their obligation to "bargain collectively" as defined in P.L. 217.

ARTICLE V

PROFESSIONAL GRIEVANCE PROCEDURE

Section 1: A claim by a teacher that there has been a violation, misinterpretation or misappli-

cation of any provision of this Agreement may be processed as a grievance as hereinafter provided. A claim by a teacher that there has been a violation, misinterpretation or misapplication of any rule, order or regulation of the Board, rather than the explicit provisions of this Agreement, may be processed as a grievance through Step II of the procedure, but may not be submitted to Arbitration.

Section 2: In the event that a teacher believes there is a basis for a grievance he/she shall first discuss the alleged grievance with his/her building principal or immediate supervisor either personally or accompanied by an Association representative.

Section 3: If, as a result of the informal discussion with the building principal or immediate supervisor, a grievance still exists, the teacher may invoke the formal grievance procedure through the Association on the form set forth in annexed Appendix A, signed by the grievant, which form shall be available from the office of the principal or the Association representative in each building. A copy of the grievance form shall be delivered to the principal. The formal written grievance must be filed within thirty-five (35) school days of the date of the alleged grievance and/or the date on which the grievant knew or should have known of said grievance and shall be processed as described below, provided that the informal discussion has been held prior to the filing of the formal written grievance.

Section 4: STEP I. Within five (5) school days of receipt of the grievance, the principal shall meet with the teacher and an Association representative in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the teacher, the Association, and the Superintendent or his designee.

Section 5: STEP II. If the teacher is not satisfied with the disposition of the grievance, or if no disposition has been sent within five (5) school days of the Step I meeting, the Association may appeal the grievance in writing to the Superintendent — such appeal to be sent within five (5) school days of its receipt of the Step I disposition or within ten (10) school days following the expiration of the principal's time limit if no response is made within the prescribed time limits. Within five (5) school days of his receipt of the appeal, the Superintendent or his designee shall meet with the teacher and the Association on the grievance and shall send his disposition of the grievance within five (5) school days of such meeting to the Association and the grievant(s).

Section 6: If the Association and the teacher are not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within five (5) school days of such meeting, the Association may file a written statement with the Superintendent stating the intent to carry the

grievance to arbitration. If such a statement of intent is not filed within thirty (30) school days of the date of the Step II reply, the grievance shall be deemed withdrawn. The parties agree to the selection of an arbitrator from a panel of Permanent IEA/IPS Umpires as listed in Appendix M of this Agreement. The arbitrators shall be selected to hear a case on a rotating basis unless that arbitrator is unavailable within thirty (30) days. In such case, the arbitrator who will be available at the earliest date will be selected. The parties may also mutually agree to use AAA list(s) rather than the Panel for any specific case. The parties further agree that the rules of the American Arbitration Association shall govern the arbitration proceedings. The decision of the arbitrator shall be final and binding on both parties.

Within thirty (30) days of the filing of a statement of intent to proceed to arbitration, the Association or the Board may request a pre-arbitration conference (similar to a pre-trial conference) to be held within fifteen (15) days of said request unless mutually extended. At said conference, the parties shall exchange witness lists, documentary evidence, and attempt to reach agreement on a statement of the issues.

Neither the Board nor the Association will be permitted to assert in such arbitration proceedings any grounds or evidence not previously disclosed in earlier stages of the grievances. The arbitrator shall have no power to

alter, add to, or subtract from the terms of this Agreement. However, it is mutually agreed that the arbitrator is empowered to include in his award such financial reimbursements as he judges to be proper. Each party shall bear the full costs for its side for the arbitration, and will pay one half of the costs for the arbitrator.

Section 7: The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship of any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

Section 8: Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

Section 9: If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance at any appropriate Step of the grievance procedure.

Section 10: All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personal files of the participants. Any such grievance record shall not be utilized in the promotion process; nor shall it be used in any recommendations for job placement.

Section 11: Hearings held under this procedure shall be conducted at a time and a place mutually acceptable to the parties. 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 12: If a grievant fails to appeal a decision at any level within the prescribed time limits, he shall be deemed to have waived his right to further processing of that grievance.

Section 13: If the administrator at any level fails to respond within the prescribed time limits, the grievance may be advanced to the next step of the procedure. Such action must be taken within ten (10) school days following the expiration of the administrator's time limit.

Section 14: A teacher may initiate a grievance which results from the actions of any authority higher than the administrators described in Section 4 (Step I) above, or administrator outside the jurisdiction of the principal, at Step II of the grievance procedure. Such initiation shall be through the Association as outlined in Section 5 above.

ARTICLE VI

EDUCATIONAL ATMOSPHERE

Section 1: Class Size. The size of each self-contained elementary (K-6) class shall be limited as follows: Kindergarten — whenever the number of pupils assigned to a Kindergarten class exceeds thirty (30), and whenever Grades 1 to 6 inclusive exceeds thirty-two (32) in a self-contained elementary (1-6) classroom, a classroom assistant shall be provided during the period when the number of pupils in the classroom exceeds the stated number. The above limits do not apply to traditionally large classes as music and physical education, but the Board will work to prevent overcrowding of such classes. This provision for a classroom assistant shall be mandatory on the Board.

The Board agrees to comply with the Indiana Department of Education Rule S-1 as it may relate to special education class size. The Board also agrees to be cognizant of the fact that special education classes should be constructed so as to permit teachers to deal with the exceptionality and individual needs of students.

In high school classrooms, teachers' student loads will be governed by North Central Association requirements for individual teachers, based upon the subject category. No high school teacher will exceed the daily pupil limits referred to in 1974 North Central Association requirements (no more than 170 daily except in

certain activity-type classes such as typewriting, physical education and music).

The ratio of junior high school students to junior high school classroom teachers shall not exceed 28 to 1 on a district-wide basis.

After the first two weeks of any semester no class shall have more students assigned than the number of work or teaching stations available unless the teacher has stated in writing his/her acceptance of more than one person per station as educationally sound and consistent with student safety considerations.

Section 2: The teacher's day shall normally be from 8:00 a.m. to 3:30 p.m. Slight deviations may be made in order to facilitate schedules as long as a comparable teacher's day is in effect but in no case shall the assigned teacher day begin earlier than 7:00 a.m. Each elementary teacher shall be informed not later than May 1 of each year which schedule (A, B, or C) his/her school will be on for the following school year, and no such announced schedule shall be changed except for reasons of economy, efficiency or other good and just cause. Further, except in extraordinary circumstances, no student lunch period will begin earlier than 11:45 a.m. in any elementary school with a student day ending later than 3:15 p.m. The School Corporation agrees to work toward reducing the number of schools on such schedule. Teachers required to remain after the teacher's regular work day to assume bus supervision or

other student supervision on other than emergency basis and not covered by Article VII, Section 7 shall be granted comparable time off as arranged by mutual agreement of the principal and the teacher. If an emergency requires a teacher to leave school after his/her last student responsibility, but before the end of the designated teacher day, that teacher shall be permitted to leave at that time upon giving notice to his/her principal or immediate supervisor. Administrators who are contemplating major changes in school schedules shall make provision for teacher involvement (including that of members of the Association) in the planning process.

Section 3: The normal load for junior high or special area teachers shall be 280 minutes of teaching or other assignments per day. In addition, junior high or special area teachers shall not be normally assigned more than twenty (20) minutes of homeroom and/or comparable responsibilities per day. Even in unusual cases, this shall not be more than forty (40) minutes per day without the consent of the teacher.

Section 4: The normal load for a high school teacher shall be 280 minutes of teaching or other assignments per day.

Section 5: Except in unusual circumstances no teacher (Grades 7 through 12) shall have more than three (3) preparations per day unless that teacher has accepted such assignment. Nor shall any teacher (Grades 7 through 12) be

required to teach more than three (3) periods in a row. If program constraints and/or staffing patterns require that a teacher (Grades 7-12) be given an assignment of four (4) preparations per day and/or four (4) periods in a row, such assignment may be made by the IPS.

Volunteers shall be utilized for such assignments as called for herein, however, if no volunteers or an insufficient number of volunteers is available, IPS may assign staff within a building to fulfill the requirements of these provisions. Such assignment, when made, shall not exceed 25% of the staff assigned to the building in which the assignment is made.

Section 6: Non-classroom assignments such as lunch room and other lunch time activities shall be kept to a minimum. When teachers are utilized in such assignments, the assignments will be equitably distributed among the teaching staff, with rotation of assignments implemented to the maximum degree possible. Consideration of the education program shall be made in the assignment of such duties. Unless the teacher agrees, no high school (Grades 9 to 12) teacher shall be regularly assigned lunchroom duty for two consecutive semesters. Building principals shall attempt to rotate such assignments so that teachers of grades 7 and 8 shall not be regularly assigned lunchroom duty for more than two semesters in two consecutive school years. This Section shall not prevent occasional daily assignments because of absenteeism.

Section 7: Elementary teachers (Grades K-6) shall not exceed twenty-seven and one-half (27½) hours of pupil contact per week.

Section 8: All teachers shall have a minimum of one preparation period equivalent to one regular class period, but in no event less than thirty (30) minutes each day during the teacher's day. That preparation time shall be used for the preparation of classes, and no assignment of conferences or other meetings shall be made without the prior consent of the teacher. No teacher will be required to be in a specific location during preparation time. No faculty or in-service meeting shall be scheduled during any teacher's preparation time. Every teacher shall be guaranteed no less than two hundred (200) minutes per week of preparation time.

Further, any teacher whose schedule does not permit any preparation time, lunch period, classroom break or other released time for a period of ninety (90) continuous minutes shall be permitted to leave his/her teaching station when necessary to utilize restroom facilities so long as appropriate temporary classroom coverage is obtained first.

Section 9: A teacher shall not be required to be present in his/her class while such class is being taught by a special teacher. Teachers in K-6 shall accompany children to and from special classes. Special teachers shall be defined as teachers of art, music and physical education

and librarians. Librarians shall be considered special teachers only when they are presenting specific instruction. Industrial arts and home economics teachers at exclusively special education facilities shall also be considered special teachers as pertains to this section. In such exclusively special education facilities, teachers may be required by the principal to stay with pupils when special teachers work with the class at times when the situation requires it. These requirements shall be kept to a minimum and such time will not infringe upon the teacher's guaranteed minimum weekly preparation time.

Section 10: The parties recognize that art, music, physical education and library are areas that require teachers who are specially qualified. The Board therefore agrees to employ, if possible within budgetary allocations, a sufficient number of teachers with certification in these areas in order that all elementary classes (Grades 1-6) shall be offered the opportunity to have special classes in art, music, and physical education. The Board will make all reasonable efforts, within budgetary and scheduling constraints, to provide the same number of opportunities for art, music and physical education classes for special education students as is provided to non-special education students in elementary schools. The Board agrees to employ such special teachers in a ratio to elementary students

at least equal to one hundred forty-five and one-half to one (145.5:1). Primary pupils (Grades 1-3) shall be offered sixty (60) minutes per week each of art, music and physical education from such special area teachers. Intermediate pupils (Grades 4-6) shall be offered the same, except that eighty (80) minutes of physical education shall be offered each week. Where possible with the existing staff, kindergarten pupils shall be offered such special area classes. IPS agrees to work toward the goal of not having any elementary class taught any special area subject by more than one teacher.

Section 11: Teachers, social workers and principals share responsibilities in the rental of textbooks. The teacher makes the initial collection of rentals and reasonable follow-up as directed by the principal, however, no teacher will be required to collect textbook rentals after November 1 of the school year. The teacher cannot be required to write or sign collection letters, make phone calls or make home visitations for the purpose of collecting textbook rentals. Social workers shall investigate and certify the families eligible or not eligible for assistance. Members of the Negotiating Unit shall not be required to make recommendations on possible legal action regarding book rental. Principals and the central administration will act on cases not resolved by the above process. The Board shall continue to strive to remove responsibilities for

the collection of textbook rental from classroom teachers.

Section 12: The Board agrees to continue to develop the teachers' reference library and include therein materials which are reasonably requested by teachers. The teacher reference library contains textbooks, reference books and materials which are available for teacher use. A teacher may contact the teacher reference library to request that certain materials be delivered to the school to which the teacher is assigned. After the teacher has finished using the materials, such materials may be returned to the teacher reference library via the IPS school truck service.

Section 13: In order to assist in meeting the individual needs of all students, the Board shall provide multi-ethnic, multi-level and/or multi-text materials as approved and recommended by the State Department of Public Instruction, to insure that each pupil in the classroom has adequate materials for his or her own use. With the exception of elementary music, an individual copy of each non-supplemental text shall be assigned to each elementary student for his/her personal use. Each classroom (K-6) shall also be provided with a minimum of five (5) dictionaries appropriate to the reading level(s) of the students assigned. This requirement for dictionaries shall not apply to such rooms as physical education, music, art or speech therapy unless such room is also used for instruc-

tion in a subject area other than those listed herein.

Section 14: The Board shall guarantee the timely provision at Board expense of instructional and other necessary materials and equipment to conduct the school. Materials and supplies shall be readily available and shall meet the reasonable requests of teachers. Equipment made available shall include typing and duplicating equipment (to include at least one copying machine available in each building) and audio-visual hardware. Teachers shall show competency in the utilization and care of all instructional material and equipment. Competency may be gained through in-service sessions.

Adequate maintenance and repair services shall be provided to guarantee that equipment is maintained in working order and is promptly repaired or replaced when necessary. Teachers shall be entitled to use any equipment which is not in use by others. All personnel shall make effective, economical and proper use of such materials and equipment. The Board shall provide each teacher with necessary materials required in daily teaching responsibilities, including, where available a copy for his or her individual use of teacher editions of all texts used in each course he or she is teaching. The Board shall reimburse each teacher up to eighty dollars (\$80) for purchases of educational supplies and materials (not

available in the teacher's building) for classroom use. Effective as of the 1988-1989 school year, the Board shall reimburse each teacher up to ninety dollars (\$90) for such purchases. Copies of receipts shall be submitted by the teacher not later than November 10th of each year and shall be reimbursed not later than December 31st of each year. Supplemental receipts may be submitted not later than April 1st of each year and shall be reimbursed not later than June 30th of that year.

Section 15: The Board shall furnish non-teaching employee services necessary to conduct the school and shall continue to strive to safeguard the security of all teachers.

Section 16: The Board shall provide teaching stations for all teachers. IPS shall attempt to avoid scheduling secondary teachers to more than three (3) teaching stations in one day. Minimum equipment to constitute a teaching station shall be a desk, chair, and lockable storage space. The Board shall provide all teachers with lockable storage space at least comparable to a two-drawer file cabinet.

Section 17: When school is not in session a teacher shall be given access to the building upon reasonable notification to the building principal, and when such access would not require added costs to the Board or create a safety hazard.

Section 18: The Board shall limit classroom interruptions to those necessary. Public

address announcements shall be made only at the beginning of a class period, or at a predesignated time each morning and/or afternoon, except those of a valid emergency nature.

Section 19: Teachers shall have access to and use of school phones for all school related matters. At least two outside phone lines, and at least three telephones shall be provided in each school. At least one phone shall be placed in an area to which teachers have access at any time teachers have access to the building. At least one phone shall be placed in a location (other than the offices of the principal or other administrator) which would insure privacy whenever the teacher deems privacy is appropriate for the phone call. Each social worker and counselor shall be guaranteed access to such private phone location and use of a telephone line for school related calls. In addition, at those schools at which there does not currently exist an extension phone for the use of social workers and counselors, such extension shall be installed.

Section 20: Adequate private work areas, on a shared basis where necessary, shall be provided for all teachers, social workers, speech and hearing therapists, psychologists, vocational counselors and guidance counselors. Where possible no two such professionals assigned to the same building on the same day shall be required to simultaneously share such private space.

Section 21: Except in non-graded situations there will be no more than thirty (30) Grade 1-6 classrooms having students from more than one grade level assigned to them for instruction. The number of pupils assigned to any split class may not exceed the lowest number of pupils assigned to any class in the same building containing pupils at either of the grade levels assigned to the split class. In establishing split classes and assigning teachers to them the following criteria shall be utilized: (a) when a split class is to be created, the administration shall seek a volunteer from the staff of the building to accept such assignment, and where a volunteer is available, such volunteer shall be given the assignment; (b) should there be no volunteer, the administration may assign the split class to a teacher, but no teacher shall be required to teach in a split class situation two years in a row; (c) the building principal and the teacher of a split class shall identify the instructional goals and the curriculum, which shall cover (as much as is reasonably possible) all subjects for both grades, of the split class.

Section 22: Sign in sheets shall not be displayed after scheduled start of the teacher's work day. Any such sheet which contains markings by individuals other than teachers shall not be displayed.

Section 23: When any student is assigned to a regular class under the least restrictive environment program, the regular classroom

teacher shall be informed and consulted. The regular classroom teacher and the special education teacher immediately involved with a student who has been assigned under the least restrictive environment program shall be permitted to participate in any case conference relative to the educational placement of that student. The parties further agree to continue the Special Education Teacher Administrator Advisory Committee. This Committee shall meet on at least a monthly basis during the school year to discuss teacher and/or administrator concerns and problems in the special education area and the administration shall provide timely responses to teacher concerns. A teacher shall continue to serve as chairperson of this Committee.

Section 24: Administrators shall chair at least one-third (1/3) of all special education case conferences. Any teacher who loses preparation time due to participation in a case conference or annual case review (ACR) shall be given compensatory time for all such preparation time lost. Such compensatory time may be taken as provided in Article VIII, Section 5 concerning compensatory time granted for loss of preparation time due to substitution for other absent teachers.

Section 25: Classroom teachers shall not be responsible for health and immunization records. The classroom teacher's responsibility concerning attendance records shall be to keep accurate attendance records (on the individual

classroom registers supplied by their respective building administrators) for the pupils in their classes and make reports on a daily basis as requested.

Section 26: If any teacher refers a student for evaluation relative to placement or revised placement in any special education program, the referring teacher shall be provided with a report of the evaluation and/or test results of that student. If a referring teacher disagrees with or questions the results and/or recommendation(s), he/she may submit a written dissent to the principal or other appropriate administrator. A written response to such dissent will be provided to the teachers. The Board and administration shall comply with all timelines as related to special education placement provided in applicable federal or state law and/or regulations.

ARTICLE VII

TEACHING CONDITIONS

Section 1: All secondary teachers shall be entitled to a duty-free and uninterrupted lunch period equivalent to a regular class hour, but in no event less than forty (40) minutes. Elementary teachers shall be entitled to a minimum of two hundred (200) minutes per week of duty-free lunch time.

Teachers shall be guaranteed access to cafeteria or other food services provided in the building to which they are assigned.

Section 2: Teachers shall be permitted to leave ten (10) minutes prior to the end of the regular teacher's day on Fridays or on days preceding holidays or vacations.

Section 3: Whenever possible, the Board shall make available in each school, lunch room, restroom and lavatory facilities exclusively for employee use and at least one (1) room appropriately furnished and ventilated in which smoking shall be permitted. A boiler room shall not be designated as a lunch room or lounge. Where available for such purposes, one room appropriately furnished shall be provided for non-smokers.

Section 4: Parking facilities for teachers shall be provided and equipped with lighting as necessary when space and financial resources are available. Preference to selection of available parking spaces shall be given to IPS staff assigned to the building.

Section 5: Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety, or well-being.

Section 6: An area affording privacy, which may include the teacher's own classroom before or after the student day, shall be made available for parent-teacher conferences upon request by the teacher. Parent-teacher conferences shall not be held during any assignment of the teacher without the consent of the teacher.

Section 7: Subject to the other provisions of this Section, teacher participation in extra-curricular activities for which they are not paid is primarily voluntary and participation in such activity shall be subject to a separate evaluation. The principal shall post a list of such extra-curricular activities at the beginning of each school year and teachers may volunteer for one or more such activity. When the number of teachers who have indicated preference for an activity does not equal the number of teachers required for that activity, the principal may make assignments. Teachers and administrators recognize that an assignment should be reasonable and conflicts with other responsibilities of the teacher which are brought to the administrator's attention shall be considered. This policy shall apply to extra-curricular activities which arise during the school year but which were not known at the time of the original posting. Sponsorship of clubs and athletic activities shall be compensated.

Section 8: Faculty meetings, which shall last no longer than one hour, may be scheduled on the first and third school Wednesday of each month, provided that such meetings shall be cancelled if unnecessary. A complete agenda shall be posted not later than 12:00 noon of the day prior to the meeting. Teachers shall not be required to arrive earlier than 7:30 A.M. or to remain later than 4:30 p.m. for any faculty

meeting. Teachers in schools with late beginning times may have such faculty meetings scheduled in the morning, but they shall be required to come early for only the period necessary for the faculty meeting. In such schools, a reminder (such as a public address announcement) will be given on the day before a morning faculty meeting is to take place. Faculty meetings may begin fifteen minutes after the end of the student day, provided that no teacher's preparation time is thereby infringed upon. Meetings may be called to provide for valid emergency situations.

Section 9: Observation of a teacher's class by persons other than parents, administrative personnel or Board members shall be allowed only after prior consent of the building principal and the teacher. In the case of demonstration programs or other programs where funding or contractual requirements necessitate observation by other parties, such observation may occur after advance notice to the building principal and teacher.

Section 10: Teachers shall be deprived of their regular classroom only in emergency situations. In any case wherein a class is to be temporarily moved, maximum advance notice shall be given to the teacher and the best available substitute location shall be provided. The Board shall seriously attempt to schedule any maintenance work which might create disruptive noise levels at times other than when

classes are in session in areas which might be affected by such noise.

Section 11: Teachers shall be permitted to turn in any school or student funds at any time and shall be responsible for turning these funds in by the end of each school day.

Section 12: The Board shall encourage the managers of non-IPS buildings such as the Juvenile Center and hospitals to which any teacher(s) are assigned or in which such teachers are working to provide full application of all aspects of this Agreement including rights, classes and rooms.

Section 13: All teachers who have not previously been issued an IPS Employee Identification Card shall be issued, at Board expense, such a card which shall include the teacher's name, photograph and social security number. Replacement cards shall be issued at the teacher's expense. The Board shall annually post times and places where such ID cards may be obtained.

Section 14: Teachers are encouraged to participate in the IPS out-of-city Outdoor Education Program; however, teachers are not required to participate. A teacher who elects not to participate will be assigned to either replace the teacher who goes in his/her place on the camping experience or to other duties within his/her building.

ARTICLE VIII

GENERAL EMPLOYMENT PRACTICES

Section 1: Teachers employed on a probationary or permanent basis shall be certified in accordance with licensing standards as prescribed by Indiana School law. The IPS is an equal opportunity employer as pertains to marital status, race, creed, religion, color, sex or national origin.

Section 2: Teachers shall not be assigned outside the scope of their teaching certificates except on a temporary basis which shall not exceed one semester. No evaluation of a teacher's proficiency in the non-certified subject area and/or areas while teaching outside his or her certification shall be utilized in any suggested dismissal or contract non-renewal. Further, since the purpose of any such evaluation is to assist the teacher in the improvement of instruction in a non-certified area or areas, such an evaluation shall be removed from all files at the end of any semester during which the teacher was assigned outside his/her area(s) of certification.

Section 3: The cost of any examinations required by the Board or law, shall be paid by the Board.

Section 4: Subject to the reasonable availability of appropriate substitutes, such substitutes shall be provided for all classroom

teachers including art, music (except elementary instrumental music), physical education teachers, special education classroom teachers (which shall not include within such definition elementary conference teachers or resource teachers) and IPS school nurses who are absent from school for any reason. The Board shall attempt to make contacts with substitutes prior to 7:30 a.m. in all cases where the teacher to be absent has notified the appropriate office prior to 7:00 a.m. on that day. The teacher should contact his or her supervisor, if possible, prior to assigned student contact responsibilities. The substitute office shall attempt to contact every person on the substitute list who is available to substitute in the vacant position before notifying a school that no substitute is available. Upon request from the Association, the IPS shall provide the Association with: a complete list of the names of those individuals on the substitute list; a report showing, for the month requested, the number of teachers absent on each day and the number of substitutes provided on each day.

Section 5: The Board shall replace an absent classroom teacher with a regular teacher only when a qualified substitute is not available or circumstances are such as to make the utilization of said substitute impractical. When possible, preparation time will not be infringed by such assignments. To this end, rotation of regular teachers in the aforementioned capacity shall be implemented to the maximum degree.

Students or other non-certified individuals shall not be utilized for the supervision or instruction of classes, nor shall the students of an absent teacher be assigned to another teacher or teachers except in emergencies and then for only the minimum time necessary. No teacher will be assigned such students on more than two (2) occasions each school year, however, teachers may voluntarily accept additional assignments. When preparation time must be used for substituting, rotation of regular teachers in such capacity shall be implemented to the maximum degree.

If, however, any teacher's preparation time is infringed by such substitution, he/she shall be granted compensatory time for all such loss — which time may be taken at the teacher's option in half-days or full-day periods. Employees shall provide two days of advance notice before taking the time off. Such advance notice shall be waived in an emergency or for good cause. On all occasions, such advance notice requirement shall be waived if the absence would not create any undue difficulty.

No more than twenty (20) percent of the bargaining unit members in any one building shall utilize such leave on any one day, unless this provision shall be waived at the discretion of management. The above qualification shall only be applicable on a day or a half day when students are to be present.

If more than the twenty (20) percent of the bargaining unit members in any one building qualify and request to take such leave on any one day, the principal will meet with the individuals and try to work out an agreement.

Before leaving school at the end of the last workday of the week, each teacher shall prepare lesson plans for the upcoming week. These plans, or a copy thereof, shall be left at the school on a daily basis and shall be in sufficient detail to allow them (or an alternative "sub" plan) to be used by a substitute teacher in the event the teacher is absent the following day.

Any teacher who has, as of May 1 of any school year during the term of this Agreement, utilized less than eight (8) of the current year's allotment of personal and/or sick days may apply (between May 1 and the end of the school year) to surrender a portion of the remaining personal and/or sick leave day(s) from the current year's allotment for payment, as follows:

(a) Three (3) days or less utilized:

May surrender up to a maximum of five (5) days

(b) Four (4) days utilized:

May surrender up to a maximum of four (4) days

(c) Five (5) days utilized:

May surrender up to a maximum of three (3) days

(d) Six (6) days utilized:

May surrender up to a maximum of two
(2) days

(e) Seven (7) days utilized:

May surrender one (1) day

The Board shall compensate teachers for all such days, as specified above, at the rate of forty-five dollars (\$45) per day. Said payment will be made as soon as possible after the last day of students' attendance in that school year, but no later than August 1.

Section 6: Teachers shall be given notice of their tentative school, grade level and subject matter assignments for the forthcoming year not later than the last day of each school year. However, such assignments are subject to change after the notice is given. Teachers desiring to be notified of changes related to their schedules and/or assignments shall inform the principal of a summer location so notice of change(s) may be mailed to the teacher. If a change in the schedule is necessitated by shifts in enrollments, the teacher shall be notified as soon as possible. If other efforts to reach the teacher are unsuccessful, notification of such change shall be made promptly by correspondence to the last known address of the teacher on file. As soon as administratively possible after the start of the school year (but not later than the first full day of student attendance) a building teaching/assignment schedule will be

posted in each building. A copy of such schedule, and any revisions, will be provided by the building principal to the IEA office.

ARTICLE IX

TEACHER EVALUATION

Section 1: In an effort to continue to work toward excellence in education and constant improvement of instruction, teachers shall be evaluated according to the procedures set forth in this Article and appropriate Appendices.

Section 2: The primary responsibility for the evaluation of the work of any teacher shall rest with his/her immediate supervisor. In elementary and junior high schools, the Principal or designated Assistant Principal (where appropriate) shall be the immediate supervisor for all teachers in the building. In senior high schools, the Department Head shall be the immediate supervisor for all teachers in the department. The ancillary staff members will have as their evaluators, the persons indicated on the job descriptions for these positions (See Appendices F-L). If it is appropriate for another supervisor/administrator to be designated as the primary evaluator of a member of the Unit, that Unit Member shall be informed in writing of the name and position of such evaluator and the reason(s) the immediate supervisor is not to be the evaluator not later than September 15th of the School Year.

Section 3: Each teacher will set annual Goals

related to his/her major responsibilities. These Goals will be subject to mutual agreement between the teacher and his/her evaluator. During the School Year, the evaluator and the teacher will confer to monitor progress toward the goals.

Section 4: Any written evaluation shall be based on in-class observations and other assigned activity of a school related nature. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher and the evaluator shall indicate that an evaluation observation is occurring or has occurred at the time of entrance to or exit from the teaching station. The use of closed circuit television, public address or audio systems or other devices for the purpose of surveillance shall be strictly prohibited. Video tape equipment may be utilized if mutually agreed upon by the teacher and the evaluator.

Section 5: Each teacher will receive a written explanation of the evaluation process for their job classification, including a copy of the job description, evaluation instrument to be used and indicators for competent performance, prior to the initiation of any evaluation process with that teacher.

Section 6: All forms and other documents referred to in Section 5 above are contained in Appendices D through L which are a part of this Agreement, but are printed in another form and volume for ease of reading and use.

Section 7: In recognition of the different job classifications within the Negotiating Unit, Appendices D through L contain different descriptions, evaluation instruments and indicators in order to address the varying professional responsibilities assumed by various Unit Members.

Section 8: All teachers being evaluated are encouraged to conduct self-evaluations and to seek evaluations from peers and/or students (in grades 7 through 12). Any such evaluations are to be considered the confidential property of the evaluatee and may be shared only on a voluntary basis.

Section 9: A minimum of one (1) observation per semester shall be made for each teacher being evaluated. An observation shall be no less than fifteen (15) consecutive minutes in length. Any teacher being evaluated may request a second observation during any semester. If such a request is made in writing within ten (10) days of the receipt by the teacher of the Observation and General Summary Form, a second observation of not less than thirty (30) consecutive minutes in length shall be made by the primary evaluator during such semester. A visitation which takes place during testing or similar activity which does not demonstrate teaching performance shall not be considered an observation under this Article.

Section 10: The evaluator shall provide the teacher with written comments concerning each observation within three (3) school days

following each observation and shall meet with the teacher to discuss the observation within three (3) school days of presenting such written comments unless illness, an emergency, or other cause justifies a delay. Both the teacher and the evaluator have an obligation to have this conference. During such conference, the evaluator and evaluatee will discuss and review the data recorded during the observation. The evaluatee will have the opportunity to provide any additional data which he/she deems appropriate - such data to become a part of the file.

Section 11: Each teacher being evaluated will receive a summative evaluation report which is the final assessment for the year of the teacher's performance. No matter or situation not previously discussed with the teacher will be placed in the written evaluation report. A summative conference will be held to review and discuss the summative evaluation report. The summative conference (at which time the teacher will be presented with the completed summative evaluation report) will be held no later than March 1 in the case of unsatisfactory performance, or May 1 in the case of satisfactory performance. The evaluator shall submit with the summative evaluation report a statement setting out specific areas of weakness, if any, with specific recommendations to improve performance. No evaluation form shall be placed in the teacher's personnel file until the evaluator and the evaluatee have fully

discussed it, and in any case in which the teacher is rated unsatisfactory in any area appropriate documentation shall be provided. At this conference the teacher and the evaluator shall discuss goal accomplishment. The teacher shall sign the form at the conclusion of the meeting, which signature does not necessarily indicate agreement with its contents, but merely that the evaluatee has seen and discussed the form. A copy of the completed evaluation form shall be given to the evaluatee at the time of the meeting described herein. The teacher may attach a memorandum to the evaluation form concerning its contents.

Section 12: In order to provide the highest level of professional service to the students of the school system, assistance will be provided to those teachers who need to improve their skills and performance and to any teacher who requests such assistance. Providing assistance should be a cooperative undertaking. All those involved, including the teacher, should participate in the early identification of areas which might need improvement and in the development of goals and strategies to improve in those areas.

Section 13: If any teacher is deemed to be performing at less than acceptable proficiency as described in Appendix D of this Agreement, a Performance Improvement Plan shall be developed as outlined in that Appendix. If a teacher does not reach minimum acceptable profi-

ciency at the completion of a one year Performance Improvement Plan, the evaluator may recommend non-renewal of contract, completion of a second Performance Improvement Plan or reassignment to another of the teacher's areas of certification in which he or she has experience in the IPS system, if such a vacancy exists.

Section 14: Non-permanent and Semi-permanent teachers shall be evaluated every year. Permanent teachers shall be evaluated at least once each three (3) years or at the request of the teacher if said request is made before October 1 of any School Year. A teacher new to a position may be evaluated during the first year in the new position.

Section 15: Itinerant teachers serve more than one school. Unless such teacher has been informed otherwise as provided in Section 2 of this Article, he/she shall be evaluated by the principal of the school at which the teacher spends the majority of his/her assigned time.. Such teachers may request that observation reports by supervisors in other schools to which they are assigned be included in their files.

Section 16: If a teacher desires an evaluation by a second (additional) evaluator and in all instances where a teacher's performance is deemed to be unsatisfactory, a second evaluation shall be made by a person other than the primary evaluator. The request for such second evaluator must be made in writing

within six (6) teaching days after the receipt of the summative evaluation report. The teacher shall be informed of the name and position of the second evaluator twenty-four (24) hours prior to the first observation by an evaluator. The second evaluator shall not be allowed to see the Observation and General Summary Form(s) prepared by the primary evaluator, but shall review the goals agreed upon by the teacher and the primary evaluator through the goal setting procedure. The second evaluator shall conduct a minimum of two observations, each a minimum of fifteen (15) minutes in duration, prior to preparation of the Summative Evaluation Report. The primary evaluator shall also complete the evaluation process.

Section 17: Teachers shall be given the opportunity to review their personnel file both at the building level and the central personnel office, with the exception of confidential letters of recommendation and college and university placement documents. A teacher may request that a representative of the Association be present during the personnel file review. A copy of any material which would affect a teacher's evaluation or placement shall be provided to the teacher prior to placement in any file. Any existing material in the file shall be provided to the teacher upon request at a cost of thirteen cents (.13) per page. The disclosure requirements of the foregoing two sentences shall not be applicable to confidential letters of recommendation and college and university placement documents.

Section 18: No material derogatory to a teacher's conduct, service, character, or personality shall be placed in the files unless the teacher has had a prior opportunity to read the material. Under no circumstances shall anonymous material be included in any file. A copy of such items, as would relate herein, shall be given to the teacher prior to its placement in the file. A teacher may submit a written, signed, and dated response to any such material and such response shall be attached to the material referred to in said response.

Section 19: Any reprimand, warning or discipline of a teacher shall be issued in a professional manner. No teacher shall be reprimanded in front of students, other teachers, or parents, unless extremely extenuating circumstances prevail. A teacher shall be entitled to have present a representative of the Association when such action is being taken.

Section 20: No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause or without being accorded due process.

Section 21: The parties recognize that the revision of the evaluation procedure and instruments does not revise or reduce the rights of teachers to file procedural and/or substantive grievances regarding an evaluation.

ARTICLE X

VACANCIES, PROMOTIONS, ASSIGNMENTS, TRANSFERS

Section 1: Notices of all openings for administrative, supervisory, consultant, counseling, high school head football and basketball coaching, Federally funded and newly created non-classroom Negotiating Unit positions shall be posted on teacher bulletin boards when schools are open. Every such notice shall include job title, effective date of vacancy, and deadline for filing application, and will be posted at least ten (10) days prior to filling the vacancy. Any teacher who is appropriately licensed may apply for a position pursuant to such notice. A list of appointees shall be posted in all buildings on a bi-monthly basis.

Section 2: Applications for any of the above positions shall be made by letter to the personnel office and shall be updated annually by the applicant. The Board shall notify each applicant by telephone or letter as to the time and place of any interview for a position. Any teacher applicant who is not scheduled for an interview for any position for which he or she has applied shall be given the written reason(s) therefor upon request.

Section 3: In the filling of vacancies and in promotions, job qualifications and performance factors being equal, preference shall be given — on a seniority basis — to teachers in the Indianapolis Public Schools who are

properly certified for the position.

Section 4: After serving at least two years in one assignment a teacher may submit to the personnel office a request for a transfer to another building. Such request shall be submitted prior to March 1st. A record of such transfer request shall be maintained in the personnel office, and receipt of such request shall be acknowledged. Any teacher who has been involuntarily transferred to his/her current assignment shall not be subject to the two years' minimum service in that assignment before request for transfer is permitted. Any teacher who can demonstrate that a transfer is necessary for his/her health or safety may request such transfer after at least one full semester in an assignment.

Section 5: All Negotiating Unit vacancies for the upcoming year which are known by the Personnel Administration Division shall be posted in each building and the Education Center on May 1. Negotiating Unit personnel who did not submit a transfer request prior to March 1 and who wish to make application for transfer to such positions must fill out a transfer request form and deliver such form to the Personnel Administration Division Office no later than five (5) school days after the May 1 date. Teachers who must be transferred for administrative reasons such as reduced position allocations, reduced enrollments, transfer

of classes, the closing of such classes or buildings or the placement of those teachers returning from leave of absence will be given priority for reassignment over other teachers making application for transfer. The Personnel Administration Division must also be cognizant of staff racial balance when assigning or reassigning teachers. In the transfer process when the Personnel Administration Division is aware of a definite vacancy for which a transferee would be eligible and for which the teacher has requested transfer, such teacher will be contacted and if possible given an opportunity to have an interview with the principal of the school which has the vacancy. A teacher who has requested a transfer to a specific position at a specific school and who is subsequently denied such position may request the written reason within five (5) days of such denial.

Section 6: No assignment of teachers new to the system to a specific position in the school system shall be made until action on all pending requests for transfer to that position has been taken. A teacher who has requested a transfer to a specific school and who is subsequently denied such position by a building administrator may request the written reason within five (5) days of the denial.

Section 7: Involuntary transfers shall be made only in case of emergency or to prevent undue disruption of the instructional program.

It is recognized that the frequent transfer of teachers from one school to another is disruptive of the educational process and interferes with the optimum teacher performance. The assignment of a teacher to a position for which that teacher did not indicate an interest in being reassigned shall be considered an involuntary transfer.

The parties recognize that due to the needs of the programs carried out by social workers, psychologists, speech and hearing pathologists and other Unit members who are normally assigned to more than one school it may be necessary to change their assignments (adding schools assigned and/or changing schools assigned) more frequently than those of other Unit members. Whenever such change of assignments is necessary, the reason for such change shall be provided to the individual(s) affected; this may include meetings between administrators and the individuals and/or groups of Unit members affected. It is also recognized that such Unit members may request transfers to different building assignments in the same manner that other personnel request transfers to different buildings pursuant to Section 4.

Section 8: When the Board determines that a reduction in the number of teachers in a school is required, and there is a need for a teacher/teachers in another school or schools, the administration of the school in which there is to be

a reduction shall notify all teachers in that school of the reduction (to include the specific area to be reduced) and shall actively seek volunteers to transfer from areas being reduced. When a reduction is to be made in an elementary (Grades 1-6) position, volunteers shall be sought from among all elementary teachers in that school. Potential volunteers shall be informed by the Personnel Administration Division of all vacancies for which they are certified in other schools. If such transfers can be effected in sufficient numbers, no teacher(s) shall be transferred involuntarily. Any involuntary transfer shall be based upon IPS seniority among those individuals assigned to the area to be reduced. All such transfers shall take into consideration the most effective use of the teacher in the programs offered by the schools affected. Any teacher involuntarily transferred under the provisions of this Section may not be involuntarily transferred again for a minimum of two years unless the school to which the transferred teacher is assigned is closed, has its faculty reduced by thirty percent (30%) or more, or has the nature of its usage changed. In cases where it is necessary to reduce a teaching position and all of the teachers affected have been transferred involuntarily within a two year period the procedure as established above shall be followed and the two year restriction on involuntary transfers shall not be applicable. Any teacher involuntarily transferred under the provisions of this

Section shall also have first priority for any opening for which he/she is certified in the area and school from which he/she was involuntarily transferred.

Furthermore, any teacher who volunteers to be transferred during the school year pursuant to this Section shall be granted all rights under this Section he/she would have received if said transfer was involuntary.

Any teacher who is transferred during the school year shall be provided one-half (1/2) day of released time prior to his/her beginning responsibilities at the new location for packing, moving and related activities, if the teacher believes he/she needs such time.

Section 9: No teacher shall be involuntarily transferred outside of his/her areas of certification.

Section 10: Involuntary transfer of teachers shall not be made except at the end of the teaching semester on thirty (30) days written notice, except for just cause. Teachers who have taught five (5) years in one school may not be transferred without their written consent on thirty (30) days written notice, except for just cause. All such notices of involuntary transfer shall include specific reason or reasons for the transfer and for the selection of the individual to be transferred.

Section 11: Subject to the second paragraph

of this section, seniority as used in this Agreement shall be based upon the length of service in the IPS with the seniority date to be the date on which the teacher first served as a teacher in the IPS. Leaves authorized by the Board shall not reduce seniority, and a teacher who returns to IPS employment after a break in such employment shall not be given seniority credit for the period of time during which he or she was not an employee of or on leave from the IPS. If two individuals have identical length of IPS service, seniority shall be further determined by total length of service in the teaching profession. If seniority is identical when total length of service in the teaching profession is considered, the date of birth for the teacher shall be utilized to determine seniority, with the older teacher being most senior.

Individuals employed by IPS in administrative positions as of August 29, 1985, who were promoted and/or transferred from Negotiating Unit positions into the administration, shall continue to accrue Negotiating Unit seniority for all purposes as they have heretofore. Individuals who are promoted and/or transferred from Negotiating Unit positions to administrative positions after August 29, 1985, shall continue to accrue Negotiating Unit seniority for all purposes for up to two years after assuming the administrative position, provided the individual continues to be employed in the IPS system as an administrator. After said two years, if the individual

remains employed in the IPS system as an administrator, the individual shall continue to accrue Negotiating Unit seniority only for purposes of salary scale placement and for entitlement to benefits such as, but not limited to, the Teachers Retirement Fund; such individuals shall not, after the two years, continue to accrue Negotiating Unit seniority for job preference purposes under Articles X or XIX or any other provision of this Agreement.

Section 12: If a school is closed, the organization of a school is changed or the program in a school is changed in such a way that a Negotiating Unit person has his/her position eliminated or changed, a transfer or reassignment resulting from such action to which the teacher did not indicate interest shall be considered involuntary.

If a teacher's position is so changed or eliminated and new positions within the school are created for which the teacher is qualified and certified, that teacher shall be entitled to request the new position in that building, selection of such to be made as provided for in Section 3 of this Article.

Section 13: Reduction in Force.

(A) In the event of a layoff or recall after layoff, the following factors will be determinative in the order set out below:

1. The IPS will identify the teaching areas to be reduced.

2. The IPS will identify the least senior teacher(s) in those areas.
3. The IPS will select the least senior teacher(s) to be laid off and when ability to perform the work is relative equal, seniority shall be determinative.
4. A teacher who has a head coaching assignment may be retained if demonstrated ability in such assignment is superior to more senior teachers.

(B) A teacher who is identified to be laid off shall be allowed to displace the least senior teacher in another teaching assignment for which he/she has the ability to perform the work in accordance with the test specified in Subsection A(3) above.

(C) The total percentage of ethnic minority teachers laid off shall not exceed the total percentage of ethnic minority teachers throughout the IPS prior to the layoff.

(D) Any laid-off teacher who fails to report to work for within twenty-five (25) days of receipt of certified mail recall notice at his/her last known address shall forfeit all rights to further recall. Any laid-off teacher retains recall rights for thirty (30) months following the date of layoff, but is required to express continuing interest in recall in writing prior to May 1 of each year in order to reserve such right.

(E) Teachers who have been laid off will be recalled on the basis of reverse seniority using

the test specified in Subsection A(3) above.

(F) As of October 30 of each school year, a corporation-wide seniority list shall be prepared. The list shall include names, primary assignment and seniority as determined according to this Article. The list shall include teachers on officially-approved leaves of absence. The list shall be posted in each faculty lounge and given to the Association and teachers shall have forty (40) school days thereafter to protest their placement to the Assistant Superintendent-Personnel, or such placement shall be deemed final. In the event of a reduction in force, an update list of changes in such list shall be promptly posted as above and distributed to the Association.

(G) Any laid-off teacher who requests employment as an "assigned substitute" shall be given priority for such assignment as long as those assignments are available. Any laid-off teacher who does not receive an "assigned substitute" position shall be given priority, as long as requested, over other individuals for employment as a daily substitute.

ARTICLE XI

PROFESSIONAL AND PERSONAL LEAVES

Section 1: Personal. Each teacher shall annually be granted three (3) days for personal leave. These days shall be used for any purpose

at the discretion of the teacher and may be taken in time periods of not less than one-half (1/2) days. No reason must be given other than personal business. Teachers shall be given an accounting of their unused personal leave days on each paycheck stub. Unused personal leave days shall be added to accumulated sick leave at the end of the school year up to the maximum for sick leave accumulation. Any teacher who is initially contracted on or after the first day of the second semester of any school year shall be entitled to one-half (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 at a time when school is in session, the employed teacher shall be allowed leave with full pay for up to five (5) working days immediately following the date of such death. The immediate family is defined to include: husband, wife, child, grandchild, parents or guardian, grandparents, sister, brother, each similar relationship established by marriage and any other legal dependent. A teacher shall be allowed one (1) day's leave of absence with full pay to attend the funeral of an aunt, uncle, niece or nephew, and each similar relationship established by marriage. In the event of the death of a member of the faculty of a school, other members of that faculty and other teachers, who were members of the same school faculty as the deceased in either of the two (2) preceding school years and/or were on

the same school faculty with the deceased for at least five (5) school years, will be allowed released time to attend the funeral if such teacher(s) can arrange coverage of classes by other faculty member(s) of that school.

Section 3: Professional. A teacher may request time off with or without pay for attendance at programs, conferences, workshops or seminars conducted by colleges, universities, governmental agencies, the NEA, ISTA, IEA, or affiliates thereof, and any other professional organization whose activities are related to education or the job of a teacher. Such request shall be directed to the Superintendent or his designee. The Board may provide sufficient funds to pay expenses incurred by teachers on professional leaves. The teacher shall file a written report of his/her activities within one (1) week of his/her return from a conference, etc., for which the Board has provided funds to cover the teacher's expenses. The Board may consider projected teacher absenteeism for the day for which leave is requested in considering such requests.

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

Section 5: Civic. A teacher may be granted, upon request, a non-paid leave to perform civic duties at the state or local level for up to two (2) days per year. The Board may consider projected teacher absenteeism for the day for

which leave is requested in considering such requests.

Section 6: Religious. Any teacher shall be granted, if notice is provided to his/her immediate supervisor not less than two (2) weeks in advance, up to three (3) days per year for observance of recognized religious holidays which occur on scheduled school days, such leave to be without pay.

ARTICLE XII

ILLNESS OR DISABILITY LEAVES

Section 1: Personal Illness. Every teacher shall have ten (10) sick leave days during his first year in the system and eight (8) days sick leave each year thereafter. In any given year, seven (7) of such days may be used due to illness of any member of the teacher's immediate family (as defined in Article XI, Section 2). A teacher may accumulate a total of not more than one hundred ninety (190) days of unused sick leave 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: The Sick Leave Bank shall continue, with all days previously contributed and not granted as a part of the Bank. The Bank shall be administered by the Association, and any grant approval received by the IPS by 9:00

a.m. on the Friday of a regular payday shall be paid by way of the adjustment pay procedure not later than the following Thursday. Any teacher may voluntarily contribute one (1) sick leave day per year to the Sick Leave Bank, but any teacher who has accumulated the maximum number of sick leave days allowed in Section 1 above may contribute up to three (3) sick leave days per year to the Sick Leave Bank. Days in the Bank shall accumulate from year to year. Days shall be contributed by October 15 (or thirty (30) days after the ratification of the Agreement, whichever is later) of each year. Only teachers who have contributed to the Bank shall be eligible to derive benefits from the Bank. Grants under this provision shall not exceed Two Hundred Thousand Dollars (\$200,000) during the 1987-1988 school year, and shall not exceed Two Hundred Ten Thousand Dollars (\$210,000) during the 1988-1989 school year.

Section 3: In case of a disability which is determined to be compensable under the Workmen's Compensation Law of Indiana, the Board shall pay the teacher's wages in full until Workmen's Compensation payments begin. The Board shall pay the difference between Workmen's Compensation payments and the contractual salary of the teacher, but in no case shall the payments (whether pursuant to the provisions of the immediately preceding sentence or the provisions of this sentence) made by the Board pursuant to this Section 3 be

made for a period of more than one hundred eighty (180) teaching days. No teacher shall receive compensation under this provision in excess of the equivalent of the teacher's wages during the term of disability payments. A teacher's absence because of a disability in respect of which Workmen's Compensation payments are made to the teacher shall not be charged against the teacher's sick leave. The Board may require an independent medical or psychological examination, at the Board's expense, if there is a question as to the condition of the teacher at any time.

ARTICLE XIII

UNPAID LEAVES OF ABSENCE

Section 1: Additional Teaching Background. A leave of absence of up to one (1) year may be granted to any teacher, upon application, provided said teacher states his/her intention to return to the school system. Such leave shall be extended for one school year upon written request by the teacher, mailed at least sixty (60) days prior to the end of the first leave. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period but in no case will credit on the salary schedule exceed one (1) year except as provided in Article XX Section 4; and, furthermore, he/she shall receive all rights and benefits which generally

accrue to any teacher. Eligibility for this provision shall be a minimum of two years' teaching in the Indianapolis Public Schools.

Section 2: Study. A leave of absence without pay of not more than one (1) year's duration shall be granted upon application to the teacher for the purpose of engaging in full-time study (a minimum of 24 semester hours during the regular school year) at an accredited college or university in a field which is related to the teacher's professional responsibilities. Such leave shall be extended for a second school year upon written request by the teacher and under the condition that such teacher met the full-time study requirements of this Section during the first year and shall meet said requirements during the second year. Credit on the salary schedule shall be given (for up to one (1) year) as though the teacher had taught in the system during such period.

Section 3: Military. A military leave of absence without pay shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. For the purpose of placing the individual on the salary schedule upon his return, up to four (4) years of military experience shall be counted as teaching experience for every teacher who shall have been granted a leave for military service and shall have served honorably.

Section 4: Association Work. A leave of absence of up to one (1) school year shall be

granted to any teacher upon application, for the purpose of serving as an officer or staff member of the Association (local, state and/or national). Such leave shall be extended for one school year upon written request by the teacher, mailed at least sixty (60) days prior to the end of the first leave. Upon returning from such leave, such teacher shall be placed at the same position on the salary schedule as would be appropriate if the teacher had taught in the system during such period; and furthermore, shall receive all rights and benefits which generally accrue to any teacher. Prior to returning from said leave, the teacher will be provided notification of each vacancy as it occurs for which the teacher is certified and shall have first choice of any openings over new teachers and teachers with less experience.

Section 5: Maternity. A leave of absence without pay of not more than two (2) consecutive years shall be granted upon application to a teacher for maternity purposes. This leave shall begin and end at such time as it is determined by the teacher, after consultation with her physician and her principal. The teacher will normally return at the beginning of a school semester. Other arrangements must be by agreement with the Personnel Administration Division.

In the event that a teacher who is pregnant plans to be out only for a "short term maternity absence" these procedures shall be followed:

1. After consultation with her physician and building principal the teacher shall deter-

mine a date when the maternity absence will begin as well as the anticipated date that she will be able to resume teaching duties.

2. A doctor's statement may be requested at the time the teacher resumes duty.
3. Since the primary concern of both the teacher and the principal is the continuity of instruction for pupils, the Personnel Administration Division shall be advised regarding the proposed beginning and ending dates when the teacher will be absent in order that arrangements may be made to provide a suitable substitute teacher. If unforeseen complications arise, the Personnel Administration Division shall accept revised dates, based on a doctor's statement concerning the period of absence.
4. Accumulated sick leave may be used for any part of the maternity absence.

Section 6: Paternity. A leave of absence without pay of not more than three (3) school days shall be granted during the first ten (10) school days following the date a child is born to the wife of a male teacher. A male parent shall also be granted, upon application, a leave of up to two (2) years for child-rearing purposes, such leave to be without pay.

Section 7: Adoptive. Adoptive leave shall be granted upon application for a period of up to two (2) school years. Upon initial application for the adoption, the teacher shall notify the Superintendent of his/her intent. The period of

the adoptive leave shall normally commence when the child is physically turned over to the teacher-parent. An adopting teacher may also opt for a "short term adoptive absence" of not more than eight (8) weeks.

Section 8: Disability. A teacher who is unable to teach because of personal illness or disability shall be granted, upon application, a leave of absence, without pay, for the duration of such illness or disability but not more than one (1) school year. Such leave or the first one-year extension thereof shall be extended for one (1) additional school year upon written request by the teacher. Such a leave and extensions thereof shall not be granted for more than a total of three (3) consecutive school years. All such applications for granting and/or extending said leaves shall be accompanied by a statement from a licensed physician attesting to the inability of the teacher to continue his or her teaching duties. A teacher need not have depleted all sick leave available in order to be granted an unpaid leave for illness or disability.

Section 9: Public Office. Leaves without pay shall be granted to serve in elected public office. Such leaves shall be granted annually and renewed annually for the length of the term of office. In addition, a reasonable period of time may be granted to a teacher for the purpose of campaigning for himself/herself for public office and the approval or disapproval for campaigning shall not be based on factors

related to the position sought or the political views or party of the candidate.

Section 10: Family Illness. A leave of absence without pay or increment of up to one (1) year shall be granted for the purpose of caring for a sick member of the teacher's immediate family.

Section 11: For the 1988-1989 and 1989-1990 school years, upon application, a teacher shall be granted a one-year leave of absence without pay for any reason other than being employed by another primary or secondary educational institution in Indiana or a circumstance covered by Sections 1 through 10 of this Article, provided that the teacher makes the request therefor no later than the July 1 immediately preceding the school year during which the leave shall be taken and provided further that the teacher requesting such leave has not been granted a leave under this provision previously. A teacher shall not receive any experience credit on the salary scale for the year spent on such leave.

Section 12: Unrequested Leaves. No teacher shall be placed on an involuntary unpaid leave during the life of this Agreement unless the teacher is afforded the opportunity for a hearing provided in Board Resolution No. 1043 (November, 1973). Such leave may be recommended by the Superintendent only for reason of physical disability or sickness, insubordination, immorality, incompetency, neglect of duty, or other good and just cause. A teacher

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

Section 13: Upon return from any leave, a teacher shall be assigned to a position comparable to his/her previous position, if available. In no event will the teacher's base pay be less than it would be if he/she were to return to the position held prior to the leave. Insurance programs may be retained at employee expense during the leave.

ARTICLE XIV

JOB SHARING

Section 1: Subject to Section 11, below, IPS shall provide a program of job-sharing. The phrase "job sharing" shall mean two bargaining unit members sharing one full-time position. Job sharers shall not be deemed part-time employees.

Section 2:

a. During the 1987-1988 school year, there shall be no more than four (4) teams of job-sharers.

b. During each of the 1988-1989 and 1989-90 school years, there shall be no more than five (5) teams of job-sharers.

Section 3: A job-sharing team shall be composed of two bargaining unit members who agree to work together to share one bargaining

unit position on a "fifty/fifty" basis with each bargaining unit member teaching at least one-half (1/2) of each school day.

Section 4: Members of a job-sharing team shall be entitled to all rights of full-time bargaining unit employees, provided, however, that the Board shall pay such teachers one-half (1/2) the salary they would receive if they were full-time teachers and shall, on their behalf, pay one-half (1/2) the amount toward the fringe benefits set forth in Article XXI 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 days and personal days 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. A member of a job-sharing team may not be gainfully employed in another job during the hours of the school day when not engaged in teaching responsibilities pursuant to the job-sharing plan.

Section 5: Absences of one member of a job-sharing team of three 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. If this is done, the absent teacher shall not be required to use sick leave or personal leave for such absences. This matter

must be covered in the proposal referred to in Section 6, below.

Section 6: Two bargaining unit members wishing to work together as a job-sharing team must develop a detailed proposal setting forth their plan for sharing one full-time position for the school year. This plan shall cover such issues as teaching duties, preparation time and non-classroom duties of the position. Each member of the job-sharing team shall have full responsibility for the development and implementation of such a plan.

Section 7: The detailed job-sharing proposal must be approved as acceptable by the principal of the building to which the job-sharing team would be assigned and by the Superintendent or his designee. If approved by the principal of the building to which the job-sharing team would be assigned, the job-sharing proposal must then be submitted to the Superintendent or his designee on or before April 1 of the school year prior to the one for which the proposal is submitted.

Section 8:

a. If more than the maximum number of job-sharing proposals are presented and approved as acceptable for a given school year, the Superintendent or his designee shall select the proposals to be implemented during such school year.

b. In the event a proposal deemed acceptable is submitted by a job-sharing team (or teams)

which is successfully completing a year of job-sharing teaching, the proposal of such team (or teams) shall be selected for implementation in the following school year in preference to acceptable proposals submitted by other job-sharing teams.

Section 9: The job-sharing teams submitting proposals will be notified concerning the acceptance or rejection of such proposals on or before May 1 of the school year prior to that for which the proposal is submitted. Upon request, unsuccessful applicants will be informed in writing as to the reason(s) for the selections made.

Section 10:

a. If a member of a job sharing team elects to return to full-time teaching, the members of the job-sharing team involved shall attempt to agree as to which one of them will fill the position which had been shared. If they are unable to agree, the more senior of the two shall fill the position and the other shall be returned to a position pursuant to the "return from leave of absence" procedures of Article XIII, Section 13.

b. In the event that one member of a job-sharing team becomes unavailable to fulfill the job-sharing plan after such team's plan has been approved and selected for implementation, the remaining member of the team shall have the option of filling the position which was

to be shared or of securing another teacher, from the IEA bargaining unit, to fill the role of the departed member under the job-sharing team plan. Such replacement team member must be acceptable to both the principal of the building involved and the Superintendent.

Section 11: During negotiations which take place during the summer of 1989, the parties to this Agreement shall negotiate whether job-sharing shall be continued beyond the 1989-1990 school year and, if so, the number of job-sharing teams which would be allowed in relevant subsequent school years.

Section 12: If the Association and the Board agree to discontinue the job sharing program, then at the conclusion of the last school year during which the job-sharing program is effective, the members of the job-sharing teams shall be returned to full-time teaching positions provided that such teachers have not been reduced from the work-force pursuant to Article X.

ARTICLE XV

RETIREMENT PAY AND BENEFITS

Section 1: Any teacher declaring his or her intention to retire at the close of the next school year shall upon retirement receive from the Board a lump sum payment which consists of the sum of one hundred and five dollars (\$105) for each year of service in the Indianapolis

Public Schools and an amount equal to thirty-five dollars (\$35) for each day of unused sick leave (up to the maximum as stipulated in Article XII) provided the Personnel Administration Division is informed in writing at least one year in advance. The service credit will be prorated for any partial year of service in the Indianapolis Public Schools. If, for reasons of ill health or disability of an employee or the employee's spouse, the employee cannot give a full year's notice, shorter notice of intent to retire will be approved.

Any teacher 62 years of age or under who seeks the service credit benefit referred to in the preceding paragraph shall submit satisfactory proof that an application for retirement benefits is being made in one and/or both of the following: (a) Social Security, (b) Indiana State Teachers Retirement.

Section 2: Should a teacher who is otherwise eligible for retirement pay and benefits under this Article die during the school year, the amount of money, if any, to which such teacher would have been entitled under Section 1, had he/she retired on the date of his/her death, shall be paid directly to the teacher's beneficiary.

Section 3: Early Retirement Incentive Program (ERIP). The following program shall be applicable for those persons who give notice on or before March 1, 1989, that they plan to retire at the end of the 1988-89 school year.

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

1. has a minimum of fifteen years of teaching service in the IPS;
2. is at least 58 years of age on the date of retirement; and
3. actually retires and submits proof of such retirement from the Indiana State Teachers Retirement Fund.

B. Application Date: The teacher must apply for the ERIP on or before March 1, 1989, when retirement is to be effective at the end of the 1988-89 school year.

C. Benefits:

1. The retiring teacher shall be eligible for retirement benefits as prescribed in Article XV, Section 1 which deals with the lump sum payment provided by the Board.
2. The retiring teacher shall also receive \$6,300 in continued IPS contributions toward health insurance as provided in Article XXI, Section 1 (or Section 4 or Section 8), as if the retiring teacher had remained an active employee. The retiring employee may continue in any class of coverage, but the IPS contribution shall be equal to that of a single employee except as provided below. Such contributions shall continue until the month in which the employee reaches age 65 or until the amount of such

IPS contributions totals \$6,300, whichever occurs sooner, provided that if the retiree dies before the contributions total \$6,300 or before reaching age 65, the retiree's spouse shall, if such spouse was a participant in the health insurance program at the time of the retiree's death, receive such contributions toward health insurance until the month of the retiree's 65th birthday or the \$6,300 total is reached, whichever occurs first. Should any retiree under this Section be of such an age at the time of his/her retirement that the normal IPS contribution toward health insurance at the single rate would not be expected to total \$6,300 before his/her 65th birthday, he/she may receive a greater percentage of total premium payment for the class of coverage selected, provided that such IPS contribution shall not exceed 99% of the total premium cost for such class of coverage.

Section 4: Any retiring teacher may opt to receive the lump sum payment(s) in Section 1 of this Article in installments rather than at the time of retirement. There shall be no more than three (3) of such installments over a period of twenty-four (24) months and the schedule of such installments shall be reasonably determined by the retiring teacher and the IPS at the time of retirement. Should a teacher who has elected installments under this Section die prior to receiving full payment of retirement

benefits, any remaining benefits shall be paid to the teacher's estate for distribution to the teacher's legal beneficiary.

ARTICLE XVI

STUDENT TEACHING ASSIGNMENTS/ MENTORS, INTERNS

Section 1: Recognizing the desirability of assisting in the professional preparation of prospective teachers, both parties agree to the following procedures for placement and assistance for student teachers:

A. Supervising teachers shall normally be members of the Negotiating Unit who have a minimum of four (4) years' teaching experience, are teaching in their respective field of major preparation, and have voluntarily accepted the assignment. If no teacher meets these requirements in the subject area of the assigned student teacher; or if all teachers who meet these requirements have been offered the assignment and have refused in writing, the assignment may be made, subject to the teacher's acceptance, to a teacher with less than four (4) years' teaching experience or to a department head.

B. The Board agrees to make available to the Supervising Teacher extra copies of the most recent guides and building policies for the use of the student teacher to assist them during the period of student teaching.

Section 2:

A. No intern shall be evaluated by his/her mentor for purposes of determining whether to retain the intern as an employee.

B. The Board agrees that the mentor-intern-advisor relationship is confidential and that such confidentiality extends to any conversations, writings, documents, notes, videos or any other written assessments or recorded information compiled by the mentor dealing with or reflecting upon the intern's professional performance.

ARTICLE XVII FIELD TRIPS

Section 1: The Board and the Association agree that field trips are a significant value in expending the environmental opportunity for children to learn.

Section 2: (A) The Board and Association agree that if buses and drivers are available, educational trip requests by teachers for trips during the school day will be considered by the appropriate Administrator on the basis of educational opportunity relative to such material being taught at the time of the requested trip as well as the appropriateness of the field trip relative to the maturity of the students to be involved. The Administrator shall have the right of final approval or disapproval with no reasonable request within budget limitations being denied. Upon request, the teacher will be

given reason(s) for the disapproval of an educational trip request.

B. Requests for educational trips are to be made on the prescribed form. The supervision, transportation of, or the responsibility for pupils on educational trips extending beyond the normal school day shall be voluntary on the part of the teacher, upon written authorization by the principal or supervisor responsible.

Section 3: Regular buses or wheel chair buses as required shall be provided upon request for approved educational field trips. Special education students should be entitled to full access to field trips.

ARTICLE XVIII

ACADEMIC FREEDOM

Section 1: Academic freedom shall be guaranteed to all teachers. Teachers may use commercially produced or teacher developed instructional material and/or media on a supplementary basis.

Section 2: Freedom of the teacher's individual expression which exhibits the basic objectives of a democratic society will be encouraged. Teachers may use a variety of techniques in order to teach successfully.

Section 3: The use of political material and resources for instructional purposes in the classroom is permitted. Efforts shall be made to minimize any partisan bias.

Section 4: Each teacher must be mindful that all presentations must be open-minded, fair, responsible and respectful of differing opinions of others.

ARTICLE XIX

SUMMER SCHOOL AND ADULT EDUCATION

Section 1: All openings for summer school and for adult education teachers shall be posted in each school building. Applications must be submitted thirty (30) days prior to the start of class. A list of appointees to summer school positions shall be posted in each building prior to June 1 and appointees for Adult Education shall be notified by the Administrators as soon as possible prior to class opening. Additional appointments may be made providing enrollments warrant additional teaching positions. Any such appointments shall be made in compliance with selection criteria as specified in this Article. Applications shall be placed with the Administrator in charge of summer school or adult education at each individual school in order that proper consideration may be given to each teacher's application.

Section 2: Positions in the summer school and adult education programs shall be filled by the best qualified applicant for the position from within the IPS system, utilizing fair employment practices and EEOC guidelines. Job qualifications and performance factors being equal, preference shall be given to teachers in

the IPS on a seniority basis. Where no IPS applicant is qualified, applicants from outside the IPS system may be sought and hired.

Section 3: Teachers of summer school and adult education classes shall be issued a Supplemental Services Teachers Contract. The teachers shall be paid at an hourly rate which is computed by dividing the teacher's annual base salary by the number of contract days (190 contract days). This equals the daily rate, which divided by six (6), equals the teacher's hourly rate.

Section 4: If evening school teachers are evaluated, they shall be evaluated as provided in Article IX and appropriate Appendices of this Agreement.

ARTICLE XX

PROFESSIONAL COMPENSATION

Section 1: The basic salaries of teachers covered by this Agreement are set forth in Appendix C which is attached to, and incorporated in this Agreement. Such salary schedule(s) shall be effective for the dates outlined in Appendix C. The Board shall continue to pay, on behalf of each teacher, the teacher's contribution to the Indiana State Teachers' Retirement Fund.

Section 2: Credit shall be given for each year of military service up to a maximum of four (4) years. A minimum of six (6) months' military

service is necessary to qualify for a year of service.

Section 3: Adjustments to higher salary scales shall be presented to the Board two (2) times each year. Open periods to record credit shall extend thirty (30) days beyond the beginning of either school semester and pay adjustment shall be retroactive to the beginning of the same semester. Except for identifying degree status, an official transcript listing all courses pertinent to qualifications for advanced placement shall be sufficient evidence when presented to the Personnel Office.

Section 4: All teachers shall receive full credit on the salary schedule for full-time outside school-teaching experience completed after the teacher received a Bachelor's degree. Implementation of this provision shall not adversely affect any currently employed teacher. No teacher shall be employed in excess of credit authorized by this schedule.

Section 5: The individual teacher is responsible for seeing that outside teaching, military service, degrees, and cumulative sick leave are properly documented and submitted to the Personnel Office. In addition, a teaching certificate shall also be submitted by each professional employee. The Personnel Office shall notify teachers of approaching certification problems without undue delay; however, the primary responsibility for maintaining certification status rests with the teacher.

Section 6: Supervision of after school activities, the compensation for which is not otherwise specified in this Agreement, shall be compensated at the rate of \$8.82 per hour. Effective as of the 1988-1989 school year, this rate shall be increased to \$9.35 per hour.

Section 7: Basic salaries for teachers shall be paid in twenty (20) equal payments as set forth in Appendix B unless the Personnel Division is notified in writing by the teacher by the preceding July 1 that the payment plan should extend for the alternative twenty-six (26) equal payment schedule set forth in Appendix B. In the event a school holiday falls on a payday, teachers shall receive that check on the last school day prior to the holiday. The method of payment chosen by a teacher shall continue from year to year unless modified as provided herein and cannot be changed during any school year except with mutual consent of the Board and the teacher.

Section 8: Summer checks other than for summer school teachers, shall be mailed according to the schedule provided by the calendar (Appendix B), but any teacher may receive all such checks on the dates specified in Appendix B, except for teachers who are absent during the last pay period of the school year, in which case that teacher's last check may be delayed no longer than two weeks.

Checks for summer school teachers shall be paid on the 10th, 20th, 30th and, if applicable,

40th day of the summer school session. Each such check shall be for ten days' work, provided that if check adjustments are necessary, they shall be made to the next check to be issued, and provided further that should such an adjustment be necessary to the final check, such check shall not be held more than five (5) working days.

Section 9: Deductions for school year personnel for daily absences not covered by provisions listed shall be made at the rate of one one hundred ninetieth (1/190) of the contracted salary.

Section 10: Teachers required in the course of their work to drive personal automobiles from one school building to another or in other assignments for which mileage reimbursement is authorized, shall receive thirty-two cents (32¢) per mile. The same allowance shall be given for use of personal cars for field trips or other business of the corporation when required. Such reimbursement shall be paid to a teacher within a reasonable period of time following submission by the teacher of a voucher for same. Any member of the Negotiating Unit who is required to have an automobile as a condition of employment shall be given a written statement to that effect if he or she requests it. Teachers are covered by the provisions of Board Resolution No. 1072.

Section 11: Distributive Education Coordinators, Cooperative Office Education Coordinators, Health Occupations Coordinators, Indus-

trial Cooperative Training Coordinators, Pre-Employment and Vocational Cooperative Education Coordinators shall receive an annual differential (over and above other salary entitlements) of \$116.00 per month. Effective as of the 1988-1989 school year this shall be increased to \$123.00 per month.

Section 12: Extended School Activity and Coaches. The Board will grant supplemental pay to those who are selected and who perform the following coaching assignments beyond the routine school day.

A. Senior High School Coaches

	1987-88	1988-89
Football		
Head Coach	2,279	2,415
Assistant Coach.....	1,274	1,350
Freshman Coach....	1,007	1,067
Basketball		
Head Coach	2,279	2,415
Assistant Coach.....	1,274	1,350
Freshman Coach....	1,007	1,067
Baseball		
Head Coach	1,341	1,421
Assistant Coach.....	940	996
Track		
Head Coach	1,341	1,421
Assistant Coach.....	940	996

Wrestling		
Head Coach	1,341	1,431
Assistant Coach	940	996
Tennis Coach	837	887
Golf Coach	837	996
Cross Country Coach ..	837	996
Gymnastics Coach	974	1,033
Swimming Coach	974	1,033
Volleyball		
Head Coach	974	1,033
Assistant Coach	837	996
Freshman Coach	649	688
Softball		
Head Coach	974	1,033
Assistant Coach	837	996
Soccer Coach	974	1,033
Athletic Assistants		
Fall Trainer	1,113	1,180
Fall Equipment	1,113	1,180
Spring Trainer	1,113	1,180
Spring Equipment ..	1,113	1,180
Winter Trainer	1,191	1,262
Winter Equipment ..	1,191	1,262
B. Junior High Coaches		
Football Coach	767	813
Basketball Coach	767	813

Volleyball Coach	557	590
Softball Coach	488	517
Wrestling Coach	410	434
Swimming Coach	410	434
Track Coach	382	405
Soccer Coach	557	590

C. Coaching salaries are based upon the average number of interscholastic contests in each sport during the 1973-74 school year. Salaries may be prorated to reflect a lesser number of contests scheduled or played in any school during any master contract year.

D. Any teacher who serves as a junior high official (referee, umpire, etc.) shall be paid fifteen dollars (\$15.00) per game/match/meet, and shall be paid at the end of the respective seasons in a separate check.

ARTICLE XXI

INSURANCE PROTECTION

Section 1: The Indianapolis Education Association's program for hospitalization, surgical, major medical and emergency illness family insurance shall continue to be available for teachers and their dependents.

Coverage and benefits shall remain as in effect on January 1, 1981.

Coverage shall be available for the employee and for each employee electing coverage, the Board shall contribute an amount equal to the

cost of the premium for individual employee coverage and family emergency illness coverage except for twenty cents (20¢) to be paid annually by the teacher.

Coverage shall also be made available to the employee for the employee and spouse, employee and children or the employee and family.

The maximum total contribution by the Board for Blue Cross/Blue Shield coverage shall be as follows:

1. The Board shall contribute an amount equal to the cost of the premium for individual employee coverage and family emergency illness coverage except for twenty cents (20¢) to be paid annually by the teacher.
2. The Board shall contribute the amount as listed below as the total maximum contribution for the coverages shown:

	1988-89	1989-90
A. Employee and Spouse	\$1,805.00	\$1,895.00
B. Employee and Children	\$1,394.00	\$1,464.00
C. Employee and Family	\$1,950.00	\$2,048.00

Section 2: A twenty-five thousand dollar (\$25,000) Group Term Life Insurance Plan, with the ISTA Insurance Trust as the carrier and provider, shall be available on the same terms and conditions for all teachers. This coverage will also be made available at the same cost per thousand of coverage and otherwise on the same terms and conditions for all other IPS employees. Teachers desiring to participate

will contribute twenty cents (20¢) annually and the Board will contribute the remainder of the premiums; provided however, that the maximum Board contribution will not exceed \$0.225 per thousand of coverage.

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

Section 4: The Board shall make available the Metro Health Plan High Option Program to any teacher who wishes to opt for participation in that plan. For any teacher who participates in Metro Health Plan, the Board shall contribute to Metro Health Plan an amount equal to what its contribution for Blue Cross/Blue Shield coverage for that teacher would be under Section 1 of this Article. If that amount is greater than the Metro Health Plan premium, the Board shall pay all but twenty cents (20¢) per year of the Metro Health Plan premium. The twenty cents (20¢) shall be paid by the teacher. Metro Health Plan shall also be permitted to make contacts through the schools with teachers in order to inform them of the program. Such contacts shall be limited to periods before and after the teacher's work day and through the distribution of materials.

Section 5: Each teacher and his/her dependents shall be covered by a dental insurance plan with the ISTA Insurance Trust as implemented on February 1, 1987, except that effective January 1, 1988, the benefit for fillings and radiographs (X-rays) shall increase from fifty

percent (50%) reimbursement to sixty percent (60%) reimbursement, and effective January 1, 1989, to seventy percent (70%) reimbursement. The Board shall pay the annual premium with the exception of twenty cents (20¢) which shall be paid by the teacher.

Section 6: Any teacher who is employed through the last teaching day of the school year shall have his or her insurance coverages under this Article continued through the following August — even if such teacher is not to be an IPS employee for the succeeding year.

Section 7: Eligibility for continuing in the insurance programs listed in this Article shall be available to those teachers who retire prior to age 65, providing the applicant has had coverage in the program for 5 years prior to retirement, and providing that such continued coverage is not contrary to the agreement with the insurance carrier. The former employee shall be required to make monthly payments in advance for such protection.

Section 8: The Board shall make available the Maxi-Care and Key Health Plan to any teacher who wishes to opt for participation in one of those plans. For any teacher who participates in the Maxi-Care and Key Health Plan, the Board shall contribute an amount equal to what its contribution for Blue Cross/Blue Shield coverage for that teacher would be under Section 1 of this Article. If that amount is greater than the premium for the plan in

which the teacher has opted to participate, the Board shall pay all but twenty cents (20¢) per year of such premium. The twenty cents (20¢) shall be paid by the teacher. Maxi-Care and Key Health Plan shall also be permitted to make contacts with teachers to the same extent as Metro Health Plan is permitted to do so pursuant to Section 4 of this Article.

Section 9: Each teacher shall be covered by a long-term disability program, which will include the benefits as set forth in ISTA Insurance Trust LTD Plan III as implemented effective October 1, 1986, provided, however, that the maximum Board contribution shall not exceed \$.28 per hundred per teacher per month prior to October 1, 1988 and provided further that the maximum Board contribution shall not exceed \$.29 per hundred per teacher per month after October 1, 1988.

Section 10: The plan, carrier or specifications of any program in this Article shall not be changed without mutual agreement.

Section 11: The Association and the Board agree to appoint an IEA/IPS committee to investigate and attempt to resolve issues associated with the establishment of a Section 125 plan to allow for funding a certain insurance, health care, non-reimbursed medical and dependent care expenses as permitted by Section 125 of the Internal Revenue Code by means of salary reduction agreements executed by individual employees. If the parties reach

agreement on the terms of such a plan, plan documents, effective date and payment of administrative and other expenses associated with the establishment of such a plan, it shall be submitted to the Board and the Association for ratification.

ARTICLE XXII

POLITICAL ACTIVITY

Section 1: All employees of the school corporation shall have entire liberty of political actions except when teaching in the classroom, provided such action is within the laws of the United States of America and the State of Indiana.

Section 2: The right of all employees to support, work and vote for the party and candidates of their choice shall never be questioned, abridged, or denied providing it does not interfere with performance of the teacher's duties and responsibilities.

Section 3: All employees shall be entirely free from political domination or coercion.

ARTICLE XXIII

ELEVEN AND TWELVE MONTH EMPLOYEES

Section 1: Distributive Education Coordinators, Cooperative Office Education Coordinators, Health Occupations Coordinators, Industrial Cooperative Training Coordinators, Pre-Employment Vocational Coordinators who are

employed for the eleven months shall receive, in addition to their annual base teacher's salary, 12% of such annual base teacher's salary. Such employees shall also be entitled to a differential as specified in Article XX, Section 11.

Section 2: Eleven-month employees are not expected to work for an equivalent of twenty (20) working days during the year. The twenty (20) days during which the eleven-month employee does not work shall begin on Monday following the last pay date in June and continue for four (4) successive weeks.

Section 3: Eleven-month employees shall be entitled to holidays and professional days provided for in the school calendar, with the exception of July 4.

Section 4: Eleven-month employees are entitled to fifteen (15) days paid vacation time during the fiscal year (July 1-June 30). This paid vacation time shall be taken during the time when school is not in session such as Christmas break or Spring break.

Section 5: All vacation time for eleven-month employees shall be computed as of July 1 of each year and is not cumulative from one fiscal year to another.

Section 6: Eleven-month employees shall receive a paycheck every two weeks except for the period of time which they do not work (time between paychecks in the summer amounts to a period of 6 weeks).

Section 7: Any coordinator listed in Section 1 of this Article may request employment for a 38-week period rather than eleven months. Persons permitted to work 38 weeks would receive a monthly differential as specified in Article XX, Section 11, but would not receive vacation referred to in Section 4 of the Article. Such employees would be considered as regular 38-week teachers.

Section 8: Any teacher employed as a twelve-month employee shall be entitled to holidays and professional days provided for in the school calendar, with the addition of a paid holiday on July 4. Such employees shall receive, in addition to their annual base teacher's salary, twenty percent (20%) of such annual base teacher's salary. Twelve-month employees shall be entitled to twenty (20) days paid vacation time during the fiscal year (July 1-June 30). Fifteen (15) days of this paid vacation time shall be taken during the time when school is not in session, such as Christmas break or Spring break. The remaining five (5) days shall be taken as arranged with the teacher's supervisor.

ARTICLE XXIV

CURRICULUM AND PROFESSIONAL GROWTH

Section 1: Comprehensive teacher participation in the making of decisions concerning curriculum and related areas is essential to pro-

gress in a democratic school system. Teachers shall have the opportunity to volunteer for service on curriculum, instruction, in-service, and other educational committees. The Association shall appoint at least one member of each such committee.

Prior to formation of any committee to deal with a topic or topics covered by Section 5 of P.L. 217, the Superintendent or his designee shall meet with the Association President and determine whether the committee's functioning will serve as a substitute for discussion under P.L. 217. If it is to serve as such, the Association shall have the right to appoint the Negotiating Unit members who will serve on such committee.

Section 2: Both parties agree to the continuation of an in-service Education Committee which shall be responsible for planning those in-service programs such as programs dealing with instruction, education issues or new school programs which are made available to the entire professional teaching staff. Five (5) members of this committee shall be appointed by the Association, with the remaining five (5) members being appointed by the Board. Any committee or subcommittee dealing with such in-service programs shall operate under guidelines developed by the IEA-IPS in-service Education Committee. Teachers who participate in a committee or subcommittee which plans in-service programs may be granted

release time from their regular duties for such committee activity.

Section 3: The certified staff employed in the Indianapolis Teacher Center shall be members of the Negotiating Unit. In the event that a member of such staff is required to work on Indianapolis Teacher Center programs or activities beyond the regular school calendar, such days of work shall be comparable teacher's days (see Article VI, Section 2) and such staff member shall be compensated for such work at his/her daily rate.

Section 4: Any charges for supplies or teaching materials purchased by a teacher through the Indianapolis Teacher Center for use in classroom instruction activities (but not charges for tuition or instruction in a course, workshop, or seminar offered through the Indianapolis Teacher Center) may be charged against the individual teacher's supplies reimbursement entitlement provided for in Article VI, Section 14, by completing a voucher form and submitting same through the Indianapolis Teacher Center.

Section 5: In order to promote and provide a greater variety of beneficial continuing education opportunities for IPS teachers, credit on the salary schedule shall be granted for any in-service training approved by the Superintendent or the Indiana Department of Education or any of its boards or commissions. Credit shall be given on the basis of one (1) semester

hour equivalent for each fifteen (15) class hours of instruction or workshop/seminar participation. Multiple courses of less than fifteen (15) hours each may be combined to earn credit.

ARTICLE XXV

TEACHER'S AUTHORITY AND PROTECTION

Section 1: Teachers have the authority and responsibility to administer discipline during any school function related to their assignment, whether or not the student is directly their responsibility.

Section 2: All teachers are responsible for maintaining order and control in the classroom through effective teaching, leadership techniques and imposition of appropriate classroom discipline. The Board and its administrators shall give consistent and effective support and assistance to as great an extent as possible to teachers with respect to the maintenance of control and discipline in the school within the confines of Board policy. To this end the principal shall provide each teacher with building disciplinary procedures not later than the first week of student attendance and will seek teacher input in developing new such procedures and revising existing such procedures.

Section 3: A teacher may suspend a pupil from class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the pupil intolerable.

A. Teachers are encouraged to deal with these kinds of problems in the classroom. When a pupil is suspended from a class, the pupil will be sent with a transmittal slip, which indicates the nature of the referral, to the appropriate Administrator.

B. The teacher shall present to the Administrator a written statement concerning full particulars of the incident as promptly as his teaching obligations permit.

C. Unless the Administrator and the teacher agree otherwise, the Administrator shall hold a conference with the teacher prior to the readmission of the suspended pupil to the class in which the incident occurred. The conference shall take place prior to the time the class from which the pupil was suspended meets on the next day unless the teacher's and/or Administrator's professional duty assignments do not permit it to take place that quickly. In such event, the conference shall be scheduled as soon as possible.

D. Should the procedures in A through C above not resolve the situation, the teacher and administrator shall attempt to schedule a conference involving the student's parent or guardian to address the problems of the student.

Section 4: At the beginning of each school year the Board shall post its policy governing corporal punishment of pupils. The Board shall indemnify teachers against any damage, fines, legal fees, or other costs arising out of any

act of corporal punishment administered within the bounds set by Board policy.

IPS discipline policy will be distributed or posted to all students and teachers in the buildings. This policy and any special disciplinary policies and/or procedures at the particular school shall be distributed or posted and shall be subject to discussions and input by the staff in faculty meetings.

Section 5: If, in the opinion of the teacher, a pupil should be seen by a school counselor, school social worker, school psychologist, school nurse, or Administrator, the teacher shall send a written referral to the appropriate aforementioned professional, under guidelines published to all schools and provided to the Association by the IPS Central Administration by October 15, 1985. The referral shall describe the pupil's problems and the reasons the teacher felt obligated to make such a referral. When a decision is made which requires the involvement of a professional in adjustment procedures affecting the pupil, that professional or professionals will be promptly notified. Any reasonable request by a professional involved with a student for notification of any such decision(s) regarding such student will be honored. Individual records regarding pupil problems shall be available only to those teachers involved with the pupil.

Section 6: Pupils shall be suspended from school only by the principal or his/her designee.

If transfer of the pupil to another teacher is deemed appropriate to achieve correction of pupil misbehavior, such transfer will not be effective until after discussion between the principal and the teacher to whose class the pupil is to be transferred.

Section 7: Any case of assault or legal action or threat of same upon a teacher while acting within the scope of his duties shall be promptly reported by the teacher to the principal or supervisor in writing. The report must be dated and the full particulars listed.

Section 8: 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 9: A teacher shall be informed when a serious complaint, involving allegations of illegal conduct, moral turpitude or the like, is made toward or about that teacher. Any such complaint made in writing shall be provided promptly to the teacher. Should IPS determine, after a preliminary investigation, to further investigate any such complaint, oral or written, IPS shall first inform the teacher of the allegations to be investigated. The teacher may provide IPS with names of individuals to be

contacted as part of such investigation and IPS shall attempt to contact such persons. The teacher shall be informed if any record of the complaint is to be kept on file, but no such record shall be placed in the teacher's personnel file if the complaint is determined to be without merit. A teacher has the right to submit a written response to any such complaint and that response shall be attached to the complaint.

Section 10: 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 11: 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 XII, 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.

Section 12: The Board recognizes a significant problem exists regarding vandalism to the personal motor vehicles of teachers. The Board shall strive to reduce such risks to teachers' vehicles parked on school grounds or in any space designated for teacher use by the Board or its agents.

Section 13: The Board recognizes the appropriateness of teachers having the ability to readily electronically contact the administrative office of the school. All new construction shall have this feature, and the Board shall take steps to provide this capability in all buildings. However, it is recognized that this process may not be completed during any contract year, but regular progress reports will be presented to the Association upon request.

Section 14: Unless required by state laws or regulations, individual teacher names shall not be included in any reporting of ISTEP scores.

Section 15: If an administrator overrules or reverses a decision of a teacher concerning summer remediation or retention, he/she shall provide the teacher with a written statement of the reason or reasons for such action.

ARTICLE XXVI

EMERGENCY SCHOOL CLOSING

Section 1: The General Superintendent may close the schools or any of them in the event of an emergency. Notification of such closing shall be broadcast over local radio and televi-

sion stations beginning no later than 6 a.m. whenever possible or as soon as possible after the decision to close has been made.

Section 2: If a school is officially closed by the General Superintendent because of an emergency, all teachers shall receive full pay for each day on which school is closed. No teacher shall be required to be in attendance when pupils in their building are not present due to emergency school closing.

Section 3: The Superintendent may waive a salary deduction in the event that a teacher is prevented from traveling from his place of residence to his regular place of employment because of extreme weather conditions affecting the passability of the streets and roads; provided, however, that such teacher must give his immediate supervisor as much advance notice of an intended absence as possible and that any request for waiver of a salary deduction shall be in writing and shall state precisely the reasons why such teacher was prevented from traveling to his regular place of employment.

Section 4: The Superintendent may waive a salary deduction in the event that a teacher is delayed in traveling to his place of employment because of extreme weather conditions affecting the passability of the streets and roads; provided, however, that such teacher notifies the immediate supervisor as soon as possible of his estimated time of arrival. The

supervisor may request in writing the reason for such delay.

Section 5: In the event that school days need to be rescheduled as make-up days, for days lost due to the closing of school under Section 1, above, in order to meet the minimum number of student instructional days required by state law, such shall be scheduled as follows:

A. If, as of March 1 of any school year, five (5) or fewer such days need to be rescheduled, such shall be scheduled on the first weekdays that are not holidays which occur after the date listed in Appendix B as the last day of such school year.

B. If, as of March 1 of any school year, more than five (5) such days need to be rescheduled, five (5) such days shall be scheduled at the end of the school year as provided in A, above, and IPS and the Association shall discuss when to schedule the remainder of such days.

C. If, after March 1 of any school year, such days are lost and need to be rescheduled, such shall be scheduled at the end of the school year, as provided in B, above, after the days in A, above, if any, have been made up.

Section 6: Teachers shall be allowed to use leave days (such as personal, bereavement, illness or religious leave days) on any scheduled make-up days subject to the same conditions as on any other school day, provided that leave on such days shall be without pay.

Section 7: If schools are closed and teachers are not required to report, due to inclement weather or other emergency, on a day on which a teacher had prearranged to take a leave, the teacher shall not be charged for such a leave day. If schools are open on such a prearranged leave day, but schools are then closed due to inclement weather or other emergency so that students are dismissed early that day, the teacher will be charged only one-half day of leave, unless the schools are closed and students depart more than three and three-quarter hours after teachers report, in which case the full day of leave shall be charged to the teacher.

Section 8: If the temperature of a classroom falls below or exceeds a comfortable level for instructional purposes, as determined by the teacher, the teacher should contact the administration to see if it is possible to move the pupils to a more acceptable area. Any such request will be investigated and responded to promptly. Effort shall be made to restore classroom temperatures to a comfortable level as soon as reasonably possible.

ARTICLE XXVII

EFFECT OF AGREEMENT

Section 1: The parties mutually agree that the terms and conditions set forth in this Agreement represents the full and complete understanding and commitment between the parties hereto which may be altered, changed, added

to, deleted from, or modified only through voluntary, mutual consent of the parties in an amendment hereto.

Section 2: Should any Article, Section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining Articles, Sections, and clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted Article, Section, or clause.

Section 3: This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with this Agreement or with terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts during the life of this Agreement shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

Section 4: Any individual contract between the Board and any individual teacher shall be expressly subject to the terms and conditions of this Agreement.

Section 5: Copies of this Agreement shall be printed at the mutual expense of the Board and the Association within thirty (30) days after the Agreement is signed and presented to all

teachers now employed and hereafter employed. The Board shall also provide reasonable assistance on an equally shared cost basis in duplicating at least two (2) copies of tentative agreements for each school prior to a ratification vote.

ARTICLE XXVIII

MISCELLANEOUS

Section 1: Solicitation of teachers for sales of products and services of any kind is prohibited during school hours except for presentation of educational material. Such educational presentation shall be requested by the teacher through the appropriate Administrator. Teachers shall not require or encourage students to purchase materials, the sale of which would yield a direct financial return to the teacher.

Section 2: The Board recognizes that administrative procedure for respective building operations showing the basic functional responsibilities of the administrators for each building should be transmitted to the teachers during the first two weeks of school or within two weeks of employment, whichever is later.

Section 3: Teachers in appropriate fields of study shall be consulted regarding building plans for new or remodeled educational facilities so that instructional concerns may be considered.

Section 4: A copy of the Board report, excluding the personnel section and other confidential information as the Board judges appropriate, shall be mailed to the Association at the same time it is mailed to the members of the Board. Further, a copy of the "Personnel Section" will be delivered to the Association Executive Director when approved by the Board.

Section 5: Should IPS contemplate any actions or the adoption of any policies to comply with P.L. 390-1987 as that statute concerns school improvement plans, or curriculum development and revision as a result of monies awarded to IPS under I.C. 20-10.1-1-18, then to the extent that such IPS actions and/or policies might impact upon the teaching and/or working conditions of a member or members of the Negotiating Unit, IPS shall notify the President of the Association promptly and shall discuss such issues with the Association as provided by applicable law. This may occur by means of committees established as provided in Article XXIV, Section 1.

ARTICLE XXIX

NO STRIKE - NO LOCKOUT

The Board and the Association agree that there will be no lockout(s) or strike(s) during the term of this Agreement.

ARTICLE XXX

TERM OF AGREEMENT

Section 1: This Agreement shall be effective

as of September 1, 1987, and shall continue in effect through August 31, 1989. Items within this Agreement may be reopened for negotiations by mutual agreement of the parties.

Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. This Agreement is made and entered into at Indianapolis, Indiana on this 24th day of September, 1987, by and between the Indianapolis Board of School Commissioners of the City of Indianapolis, County of Marion, State of Indiana, party of the first part heretofore referred to as the "Board" and the Indianapolis Education Association, affiliated with the Indiana State Teachers Association, and the National Education Association, party of the second part, heretofore referred to as the "Association". This Agreement is so attested to by the parties whose signatures appear below.

INDIANAPOLIS EDUCATION ASSOCIATION

By *Deana Lynn Strieter*
President of the Association

By *Tom Feeney*
Chairperson, Bargaining Team

By *Barbara*
Chief Negotiator for the Association

BOARD OF SCHOOL
COMMISSIONERS OF THE SCHOOL
CITY OF INDIANAPOLIS

By Mary L. Rusch
President of the Board

By Michael H. Boldt
Chief Negotiator for the Board

By Dr. James A. Adams
Superintendent

APPENDIX A
GRIEVANCE FORM

To: (Administrator) _____

Date Filed _____

Grievant's Name _____

School/Location _____

Date of Occurrence _____

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

Policy or Practice Grieved _____

Nature of Grievance _____

Relief Sought (State the specific relief sought)

Signed _____

- Copies: 1. Principal (original)
2. IEA Office
3. Grievant
4. Superintendent or Designee
5. Association Representative

APPENDIX B
INDIANAPOLIS PUBLIC SCHOOLS
1987-88 CALENDAR
SEMESTER SCHEDULES

First Semester

Thursday, September 1, 1987 through
Friday, January 29, 1988

Pupils Report

Tuesday, September 8, 1987

Second Semester

Monday, February 1, 1988 through Friday,
June 10, 1988

**PROFESSIONAL ACTIVITY DAYS
AND HOLIDAYS**

Teachers' Meetings and Work Days

Tuesday, September 1, 1987 through
Friday, September 4, 1987

(Not more than four half-days during the
above four days shall be utilized for in-
service workshops, faculty, departmental
or other meetings, with the remaining time
reserved solely for teachers to work in their
classrooms.)

Labor Day

Monday, September 7, 1987

Parents In Touch Day

Pupils will not be scheduled on the day
specified for their grade level; the teachers'

day on Parents In Touch Day will be scheduled consistent with the Parents In Touch Memorandum of Understanding.

Elementary and Junior High Schools -
Wednesday, October 21, 1987.

Senior High Schools - Thursday, October
22, 1987.

Professional Days

Thursday, October 29, 1987 and Friday,
October 30, 1987

Veterans' Day

Wednesday, November 11, 1987

Thanksgiving Vacation

Thursday, November 26, 1987 and Friday,
November 27, 1987

***Winter Break**

Close of school Friday, December 18, 1987
and reopen Monday, January 4, 1988

New Year's Day

Friday, January 1, 1988

Martin Luther King, Jr. Day

Monday, January 18, 1988

President's Day

Monday, February 15, 1988

***Spring Break**

Close at noon Friday, April 1, 1988 and
reopen Monday, April 11, 1988

Memorial Day

Monday, May 30, 1988

*With the exception of January 1, 1988, these are unpaid days.

PUPIL PROGRESS REPORTS**

Friday, October 16, 1987

Friday, December 4, 1987

Friday, January 29, 1988

Friday, March 11, 1988

Friday, April 29, 1988

Friday, June 10, 1988

**Reports issued on Wednesday following end of period except at close of school year.

The provisions of the following paragraph shall be given effect to the extent that they do not cause the 1987-1988 calendar to fail to comply with the then-applicable rules of the Indiana Department of Education. If a waiver is required to comply with such rules, the Board will seek such a waiver. If other problem(s) exist, the parties shall negotiate any necessary revision of these provisions.

A half day without pupils will be scheduled at the end of each progress report period in elementary schools (K-6). At the discretion of the teacher, this half day will be used for either preparing pupil progress reports and/or conducting parent/teacher conferences. A half day without pupils will be scheduled on Friday, January 29, 1988 and on Friday, June 10, 1988 in junior and senior high schools. Such days and/or half days without students will be used for record keeping, parent-teacher confer-

ences and/or program organization or school closing. Kindergarten pupils will not be scheduled for attendance on Wednesday, September 9, 1987. The morning session of kindergarten will be scheduled for attendance on the last day of the first semester.

Teachers may leave on the last day of student attendance after turning in grades and keys and completing building checkout procedures.

BREAKDOWN OF CONTRACT DAYS

	Professional Activity and Holidays	Teaching Days	Contract Days
First Semester	13	87	100
Second Semester	<u>2</u>	<u>88</u>	<u>90</u>
TOTAL	15	175	190

Total Pupil Days - 175

SUMMER SCHOOL - 1988

High School (40 Days)

**Monday, June 13, 1988 through Friday, August 5, 1988

Elementary and Junior High Schools (30 Days)

**Monday, June 13, 1988 through Friday, July 22, 1988

**One Saturday session - June 18, 1988, no classes on Monday, July 4, 1988

TEACHERS' PAY DATES

1987-88

Date	20 Pays	26 Pays
Monday, September 14	full pay	full pay
Friday, September 25	full pay	full pay
Friday, October 9	full pay	full pay
Friday, October 23	full pay	full pay
Friday, November 6	full pay	full pay
Friday, November 20	full pay	full pay
Friday, December 4	full pay	full pay
Friday, December 18	full pay	full pay
Monday, January 4	half pay	full pay
Tuesday, January 19	full pay	full pay
Friday, January 29	full pay	full pay
Friday, February 12	full pay	full pay
Friday, February 26	full pay	full pay
Friday, March 11	full pay	full pay
Friday, March 25	full pay	full pay
Monday, April 11	half pay	full pay
Friday, April 22	full pay	full pay
Friday, May 6	full pay	full pay
Friday, May 20	full pay	full pay
Friday, June 3	full pay	full pay
Friday, June 10	full pay	full pay
**Friday, June 24		full pay
**Friday, July 8		full pay
**Friday, July 22		full pay
**Friday, August 5		full pay
**Friday, August 19		full pay

**Teachers may receive these five (5) checks on June 21 or June 22, 1988, as set forth in Article XX, Section 8, of the Agreement.

APPENDIX B (Continued)
INDIANAPOLIS PUBLIC SCHOOLS
1988-89 CALENDAR

Dates in the following calendar may be changed as provided in Article XXVI, Section 5 if such is necessary to schedule makeup days, for days lost to emergency school closings, in order to meet the minimum number of student instructional days required by state law.

SEMESTER SCHEDULES

First Semester

Monday, August 29, 1988 through Friday,
January 20, 1989

Pupils Report

Tuesday, August 30, 1988 (Pupils dismissed at noon.) Not more than one (1) hour of the first pupil day shall be utilized for in-service workshops, faculty, departmental or other meetings, with the remaining time when students are not present reserved solely for teachers to work in their classrooms.

Second Semester

Monday, January 23, 1989 through Friday,
June 9, 1989

Last Day

Friday, June 9, 1989 (Pupils dismissed at noon.)

PROFESSIONAL ACTIVITY DAYS AND HOLIDAYS

Teachers' Meetings and Work Days

Monday, August 29, 1988

(Not more than two (2) hours of the above day shall be utilized for in-service workshops, faculty, departmental or other meetings, with the remaining time reserved solely for teachers to work in their classrooms.)

Labor Day

Monday, September 5, 1988

Parents In Touch Days

Wednesday, October 19, 1988 - Elementary and Junior High Schools

Thursday, October 20, 1988 - Senior High Schools

Pupils will not be scheduled on the day specified for their grade level and the teachers' day on Parents In Touch Day will be scheduled consistent with the Parents In Touch Memorandum of Understanding provided that such days may be counted as student instructional days under applicable state statutes and regulations. If such days may not be counted as student instructional days, then pupils will be scheduled for one-half of the day and parents-teacher conferences will be scheduled for the afternoon and/or evening of the day consistent with the Parents in Touch Memorandum of Understanding.

Professional Days

Thursday, October 27, 1988 and Friday,
October 28, 1988

Veterans' Day Observed

Friday, November 11, 1988

Veterans' Day will be a full school day with students in attendance if such is necessary in order to meet the statutory requirements for the minimum number of student instructional days.

Thanksgiving Vacation

Thursday, November 24, 1988 and Friday,
November 25, 1988

***Winter Break**

Close of school Friday, December 16, 1988
and reopen Monday, January 2, 1989.

Martin Luther King, Jr. Day

Monday, January 16, 1989

Presidents' Day

Monday, February 20, 1989

***Spring Break**

Close of school Friday, March 24, 1989** and
reopen Monday, April 3, 1989

Memorial Day

Monday, May 29, 1989

*These are unpaid days

**School will close at noon Friday, March 24,
1989 if the State Department of Education
Rules and Regulations permit such to be counted

as a full instructional day for pupils either with or without use of accumulated banked time.

PUPIL PROGRESS REPORTS**

Friday, October 7, 1988
Friday, November 18, 1988
Friday, January 20, 1989
Friday, March 3, 1989
Friday, April 21, 1989
Friday, June 9, 1989

**Reports issued on Wednesday following end of period except at close of school year.

The following days will be scheduled as half days without pupils, for the purposes described below, if state statutes and regulations permit such days to be counted as full student instructional days. If such half days may not be counted as full student instructional days, then they shall be scheduled as full days and compensating adjustments shall be made to the elementary school schedules so that the time elementary school teachers would have had without students for the purposes described below will be rescheduled over the school year in such manner as to insure that total elementary student instructional time will continue to be at least equal to the amount of elementary student instructional time during the 1987-88 school year.

1. Grades K-6

Last day of each pupil progress report period. At the discretion of the teacher,

such half days without students will be used for either preparing pupil progress reports and/or conducting parent-teacher conferences.

2. Grades 7-12

Last day of the fall semester - January 20, 1989. Such days and/or half days without students will be used for record keeping, parent-teacher conferences and/or program organization or school closing.

If the State Department of Education rules/regulations permit, kingergarten pupils will not be in attendance on the second pupil day (Wednesday, August 31, 1988).

If end of year grade reports are not to be mailed, grade reports at the close of the school year in Grades 7-11 shall be turned in on Tuesday of the last week of school. In the case of Grade 12, such reports shall be turned in on Monday of the last week of school.

Teachers may leave on the last day of student attendance after turning in grades and keys and completing building checkout procedures.

BREAKDOWN OF CONTRACT DAYS

	Professional Activity and Holidays	Teaching Days	Contract Days
First Semester	8	87	95
Second Semester	<u>2</u>	<u>93</u>	<u>95</u>
TOTAL	10	180	190

Total Pupil Instructional Days - 180

SUMMER SCHOOL* - 1989

High School (40 Days)

Monday, June 12, 1989 through Friday,
August 4, 1989

Elementary and Junior High Schools (30 Days)

**Monday, June 12, 1989 through Friday,
July 21, 1989

**One Saturday session - June 17, 1989,
no classes on Tuesday, July 4, 1989

*The dates of summer school may be adjusted
due to make-up days.

TEACHERS' PAY DATES

1988-89

Date	20 Pays	26 Pays
Friday, September 9	full pay	full pay
Friday, September 23	full pay	full pay
Friday, October 7	full pay	full pay
Friday, October 21	full pay	full pay
Friday, November 4	full pay	full pay
Friday, November 18	full pay	full pay
Friday, December 2	full pay	full pay
Friday, December 16	full pay	full pay
Friday, January 6	half pay	full pay
Tuesday, January 17	full pay	full pay
Friday, January 27	full pay	full pay
Friday, February 10	full pay	full pay
Friday, February 24	full pay	full pay
Friday, March 10	full pay	full pay
Friday, March 24	full pay	full pay
Friday, April 7	half pay	full pay
Friday, April 21	full pay	full pay
Friday, May 5	full pay	full pay
Friday, May 19	full pay	full pay
Friday, June 2	full pay	full pay
Friday, June 9	full pay	full pay
**Friday, June 23		full pay
**Friday, July 7		full pay
**Friday, July 21		full pay
**Friday, August 4		full pay
**Friday, August 18		full pay

(Teachers are not paid for Jan. 1.)

**Teachers may receive these five (5) checks on June 20 or 21, 1989, as set forth in Article XX, Section 8 of the Agreement.

APPENDIX B (Continued)

1989-90 CALENDAR

Dates in the following calendar may be changed as provided in Article XXVI, Section 5 if such is necessary to schedule makeup days, for days lost to emergency school closings, in order to meet the minimum number of student instructional days required by state law.

SEMESTER SCHEDULES

First Semester

Monday, August 28, 1989 through Friday, January 19, 1990

Pupils Report

Tuesday, August 29, 1989 (Pupils dismissed at noon.) Not more than one (1) hour of the first pupil day shall be utilized for in-service workshops, faculty, departmental or other meetings, with the remaining time when students are not present reserved solely for teachers to work in their classrooms.

Second Semester

Monday, January 22, 1990 through Friday, June 8, 1990

Last Day

June 8, 1990 (Pupils dismissed at noon.)

PROFESSIONAL ACTIVITY DAYS AND HOLIDAYS

Teachers' Meetings and Work Days

Monday, August 28, 1989

(Not more than two (2) hours of the above day shall be utilized for in-service workshops, faculty, departmental or other meetings, with the remaining time reserved solely for teachers to work in their classrooms.)

Labor Day

Monday, September 4, 1989

Parents In Touch Days

Wednesday, October 18, 1989 - Elementary and Junior High Schools

Thursday, October 19, 1989 - Senior High Schools

Pupils will not be scheduled on the day specified for their grade level and the teachers' day on Parents In Touch Day will be scheduled consistent with the Parents In Touch Memorandum of Understanding provided that such days may be counted as student instructional days under applicable state statutes and regulations. If such days may not be counted as student instructional days, then pupils will be scheduled for one-half of the day and parents-teacher conferences will be scheduled for the afternoon and/or evening of the day consistent with the Parents in Touch Memorandum of Understanding.

Professional Days

Thursday, October 26, 1989 and Friday, October 27, 1989

Veterans' Day Observed

Friday, November 10, 1989

November 10, in lieu of Veterans' Day, will be a full school day with students in attendance if such is necessary in order to meet the statutory requirements for the minimum number of student instructional days.

Thanksgiving Vacation

Thursday, November 23, 1989 and Friday, November 24, 1989

***Winter Break**

Close of school, December 22, 1989 and reopen Monday, January 8, 1990.

Martin Luther King, Jr. Day

Monday, January 15, 1990

Presidents' Day

Monday, February 19, 1990

***Spring Break**

Close of school Friday, March 30, 1990 and reopen Monday, April 9, 1990

Memorial Day

Monday, May 28, 1990

*These are unpaid days

PUPIL PROGRESS REPORTS**

Friday, October 13, 1989

Friday, December 1, 1989

Friday, January 19, 1990

Friday, March 2, 1990

Friday, April 20, 1990

Friday, June 8, 1990

****Reports issued on Wednesday following end of period except at close of school year.**

The following days will be scheduled as half days without pupils, for the purposes described below, if state statutes and regulations permit such days to be counted as full student instructional days. If such half days may not be counted as full student instructional days, then they shall be scheduled as full days and compensating adjustments shall be made to the elementary school schedules so that the time elementary school teachers would have had without students for the purposes described below will be rescheduled over the school year in such manner as to insure that total elementary student instructional time will continue to be at least equal to the amount of elementary student instructional time during the 1987-88 school year.

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Last day of each pupil progress report period. At the discretion of the teacher, such half days without students will be used for either preparing pupil progress reports and/or conducting parent-teacher conferences.

2. Grades 7-12

Last day of the fall semester - January 19.

1990. Such days and/or half days without students will be used for record keeping, parent-teacher conferences and/or program organization or school closing.

If the State Department of Education rules/regulations permit, kingergarten pupils will not be in attendance on the second pupil day (Wednesday, August 30, 1989). Such days and/or half days without students will be used for record keeping, parent-teacher conferences and/or program organization or school closing.

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High School (40 Days)

Monday, June 11, 1990 through Friday,
August 3, 1990

Elementary and Junior High Schools (30 Days)

**Monday, June 11, 1990 through Friday,
July 20, 1990

**One Saturday session - June 16, 1990,
no classes on Wednesday, July 4, 1990

*The dates of summer school may be adjusted
due to make-up days.

TEACHERS' PAY DATES

1989-90

Date	20 Pays	26 Pays
Friday, September 8	full pay	full pay
Friday, September 22	full pay	full pay
Friday, October 6	full pay	full pay
Friday, October 20	full pay	full pay
Friday, November 3	full pay	full pay
Friday, November 17	full pay	full pay
Friday, December 1	full pay	full pay
Friday, December 15	full pay	full pay
Monday, January 8	half pay	full pay
Tuesday, January 16	full pay	full pay
Friday, January 26	full pay	full pay
Friday, February 9	full pay	full pay
Friday, February 23	full pay	full pay
Friday, March 9	full pay	full pay
Friday, March 23	full pay	full pay
Monday, April 9	half pay	full pay
Friday, April 20	full pay	full pay
Friday, May 4	full pay	full pay
Friday, May 18	full pay	full pay
Friday, June 1	full pay	full pay
Friday, June 8	full pay	full pay
**Friday, June 22		full pay
**Friday, July 6		full pay
**Friday, July 20		full pay
**Friday, August 3		full pay
**Friday, August 17		full pay

(Teachers are not paid for Jan. 1.)

**Teachers may receive these five (5) checks on June 19 or June 20, 1990, as set forth in Article XX, Section 8 of the Agreement.

APPENDIX C

SALARY SCHEDULE

1. Appendix C - The salary scale for the 1987-1988 and 1988-1989 school years shall be as shown following paragraph 8 of this Appendix C.
- *2. Teachers shall qualify for the B+15 salary schedule column upon completing fifteen (15) college or university semester hours (or the equivalent in quarter hours) of a Master's program.
- *3. Teachers shall qualify for the Master's salary schedule column upon completion of a Master's program, except social workers shall qualify for this column upon completion of 32 college hours of a Master's program.
- *4. Teachers shall qualify for the M+15 salary schedule column upon completion of 15 additional college or university semester hours (or the equivalent in quarter hours) beyond a Master's degree.
- *5. Teachers shall qualify for the M+30 salary schedule column upon completion of 30 additional college or university semester hours (or the equivalent in quarter hours) beyond a Master's degree. A social worker with an earned Master's in social work which requires 60 hours for graduation, a psychologist with an earned Master's degree which requires 60 hours for graduation, or a teacher with an earned Master of Fine Arts degree which re-

quires 60 hours for graduation shall qualify for the M+30 column.

*6. Teachers shall qualify for the M+45 salary schedule column upon completion of 45 additional college or university semester hours (or the equivalent in quarter hours) beyond a Master's Degree. A social worker with an earned Master's in social work which required 60 hours for graduation, a psychologist with an earned Master's degree which required 60 hours for graduation or a teacher with an earned Master of Fine Arts degree which required 60 hours for graduation shall qualify for the M+45 upon completion of 15 additional hours beyond such Master's Degree.

7. The annual salary rate for a non-degree teacher who does not possess a B.S. or M.S. equivalency, shall be \$300 less than the annual salary rate of a teacher with the same number of credited years of experience who holds a B.S. degree or M.S. equivalency.

*8. The annual salary rate for a teacher with a Master's degree or a Master's degree equivalency shall be the same through the twelfth year of service on the schedule. During the thirteenth year the teacher who has the Master's degree equivalency shall be paid \$300 less than the teacher who has the Master's degree, during the fourteenth year \$400 less, and during the fifteenth through the nineteenth years, \$500 less per year.

*See Article XX, Section 3.

1987-88 SALARY TABLE

STEP	BS	BS+15	MS	MS+15	MS+30	MS+45	DR
0	16975	17367	18143	18529	19305	19885	20369
1	17744	18132	18909	19298	20070	20673	21142
2	18510	18897	19673	20064	20839	21464	21906
3	19277	19665	20441	20828	21605	22253	22672
4	20043	20430	21207	21595	22371	23043	23441
5	20812	21196	21974	22365	23153	23835	24206
6	21578	21966	22742	23127	23903	24619	24974
7	22344	22731	23507	23896	24672	25411	25739
8	23109	23497	24275	24661	25437	26202	26504
9	23876	24263	25041	25427	26205	26991	27273
10	24644	25031	25807	26196	26971	27780	28039
11	25410	25795	26572	26963	27739	28568	28804
12	26177	26564	27340	27729	28504	29359	29573
13	26940	27332	28105	28493	29270	30149	30339
14	27897	28285	28873	29262	30038	30937	31101
15	27897	28285	29642	30026	30803	31727	31872
16	27897	28285	30406	30792	31571	32520	32637
17	27897	28285	31171	31561	32337	33306	33403
18	27897	28285	31940	32331	33103	34097	34170
19	27897	28285	32893	33284	34060	35082	35125
20	28888	29276	32893	33284	34060	35082	35125
21	28888	29276	32893	33284	34060	35082	35125
22	28888	29276	32893	33284	34060	35082	35125
23	28888	29276	32893	33284	34060	35082	35125
24	28888	29276	32893	33284	34060	35082	35125
25	28888	29276	33885	34272	35051	36100	36116

1988-89 SALARY TABLE

STEP	BS	BS+15	MS	MS+15	MS+30	MS+45	DR
0	17994	18409	19232	19641	20464	21078	21591
1	18809	19220	20044	20456	21274	21914	22410
2	19621	20031	20853	21268	22090	22752	23221
3	20434	20845	21668	22077	22901	23588	24032
4	21246	21656	22479	22891	23714	24426	24848
5	22061	22468	23293	23707	24542	25265	25658
6	22872	23284	24106	24515	25337	26097	26473
7	23685	24095	24918	25330	26152	26936	27283
8	24496	24907	25731	26141	26964	27774	28094
9	25309	25719	26544	26952	27777	28611	28909
10	26122	26533	27355	27768	28590	29447	29722
11	26935	27343	28167	28581	29403	30283	30532
12	27747	28158	28980	29393	30215	31121	31348
13	28556	28971	29792	30202	31026	31958	32159
14	29571	29982	30605	31018	31841	32793	32967
15	29571	29982	31420	31827	32651	33630	33784
16	29571	29982	32230	32640	33466	34471	34595
17	29571	29982	33042	33455	34277	35304	35407
18	29571	29982	33856	34270	35090	36142	36220
19	29571	29982	34867	35281	36103	37186	37232
20	30621	31033	34867	35281	36103	37186	37232
21	30621	31033	34867	35281	36103	37186	37232
22	30621	31033	34867	35281	36103	37186	37232
23	30621	31033	34867	35281	36103	37186	37232
24	30621	31033	34867	35281	36103	37186	37232
25	30621	31033	35918	36328	37154	38266	38283

APPENDIX M

ARBITRATION PANEL

The following individuals shall be Permanent IEA/IPS Umpires as provided in Article V, Section 6.

Stanley L. Aiges
Howard A. Cole
Clair V. Duff
Harvey A. Nathan
Alan Walt

The parties may mutually agree to delete any Umpire and/or add additional Umpires through a written agreement signed by both IEA UniServ Executive Directors, the IPS Assistant Superintendent Personnel and an IPS attorney.

MEMORANDUM OF UNDERSTANDING

TEACHER INVOLVEMENT IN "PARENTS IN TOUCH" PROGRAM

1. The Indianapolis Board of School Commissioners and the Indianapolis Education Association agree that greater parental involvement in the education of their children and increased contact with the schools is beneficial to the education of Indianapolis students.
2. To this end, the IPS administration, with support from IEA, has designed the Parents In Touch program for parental involvement. The main component of this program is the

parent/teacher conference which is scheduled on Parents In Touch days as stipulated in Appendix B of the Agreement between the parties.

3. On any PIT day on which students will not be in attendance, the teacher schedule will, with the agreement of the teacher, call for the teacher to report at 1:00 p.m. and be engaged in pre-arranged conferences with parents until 8:00 p.m. One hour during that period would be available for dinner.
4. On any PIT day on which students will be in attendance for a portion of the day, the administration and the Association shall mutually arrange a teacher schedule, which might call for teachers to teach in the morning and then return in mid-afternoon to conduct conferences into the evening.
5. Such revision of the teacher's day shall be strictly voluntary on the part of each teacher, and any teacher who cannot or does not wish to so modify his or her day shall be permitted to arrange parent conferences within the regular day or in a period more nearly concurrent with the regular day. Any seven-hour period designated by the teacher which falls within the time from the beginning of the regular day and 8 p.m. on the PIT day shall be deemed appropriate and acceptable as constituting the teacher's day.

6. Any teacher who does not choose to modify his or her day, or chooses a modification, shall not be adversely affected in any manner by such choice. He/she shall not be subjected to any intimidation or pressure by the administration, nor shall such action have any effect upon the teacher's working conditions and/or evaluation(s). He or she may be asked by the building administration as to what schedule will be worked, but it is agreed that the administration shall not have the power to veto or modify the time scheduled as long as it complies with the regular teacher day or is a seven-hour period between 7:30 a.m. and 8:00 p.m. on the day for which the Parents In Touch program is scheduled in his or her school.
7. It is understood that the Parents In Touch program is a unique situation and any voluntary modification of teacher schedules as defined herein shall not establish a precedent. It is also understood that nothing in the memorandum shall waive or modify the contractual rights of any teacher.

AGREED-TO CHANGES IN APPENDIX D

Add the following to the "Guidelines for Determining the Recommendations"

(2)...

- * The fact that a teacher has a Performance Improvement Plan, in and of itself, shall in no way restrict any party's rights under other provisions of this Agreement.

Revise "Performs Unsatisfactorily" indicator for Item I-B (p. 13) to read:

Does not develop daily lesson plans based on IPS curriculum and objectives.

Revise time-table for evaluations as follows:

Observation No. 2 —

Prior to March 1 conference for teachers whose performance in Observation No. 1 was found to be unsatisfactory, by April 15 for teachers whose performances in Observation No. 1 was found to be satisfactory.

AGREED-TO CHANGES IN APPENDIX E

Add the following to the "Guidelines for Determining the Recommendations"

(2)...

- * The fact that an ancillary staff person has a Performance Improvement Plan, in and of itself, shall in no way restrict any party's rights under other provisions of this Agreement.

AGREED-TO CHANGES IN APPENDIX K

Revise "Primary Evaluation" (p. 71) to read:

At the secondary level, the Social Worker will be evaluated by the Principal or the Principal's designee. Written input shall be provided by the Consultant for Social Services, if possible. At the elementary level, the Social Worker will be evaluated by the Supervisor of Social Services or his/her designees. This designation is subject to change as provided in Article X, Section 2.

The Bargaining Team for the IEA:

**S. Dean Brown, UniServ Executive Director
and Chief Negotiator**

Tom Feeney, Chairperson

Keith Emery

Jill Hansen

Pat Hill

Rose Murphy

Johnny Norfleet

Diana Strieter, IEA President

Oscar C. Jones, UniServ Executive Director

Malcolm Staples, NEA Intern

For additional information, contact:

S. Dean Brown or Oscar C. Jones

UniServ Executive Directors

Indianapolis Education Association

6100 N. Keystone Avenue, Suite 418

Indianapolis, Indiana 46220

Phone: (317) 257-4327

1988

JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
..	..	..	..	..	1	2	..	1	2	3	4	5	6	..	..	1	2	3	4	5
3	4	5	6	7	8	9	7	8	9	10	11	12	13	6	7	8	9	10	11	12
10	11	12	13	14	15	16	14	15	16	17	18	19	20	13	14	15	16	17	18	19
17	18	19	20	21	22	23	21	22	23	24	25	26	27	20	21	22	23	24	25	26
24	25	26	27	28	29	30	28	29	..	..	..	..	..	27	28	29	30	31	..	..
31	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
..	..	..	..	..	1	2	1	2	3	4	5	6	7	..	..	..	1	2	3	4
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
24	25	26	27	28	29	30	29	30	31	..	..	..	..	28	27	28	29	30	..	..
..
JULY							AUGUST							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
..	1	2	..	1	2	3	4	5	6	1	2	3
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10
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17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24
24	25	26	27	28	29	30	28	29	30	31	25	26	27	28	29	30	..
31	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
..	..	..	..	..	1	..	..	1	2	3	4	5	..	..	..	..	1	2	3	
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24
23	24	25	26	27	28	29	27	28	29	30	25	26	27	28	29	30	31
30	31

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This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.

PERSONNEL Form Approved
Accounting O.M.B. No. 1220-0001
Approval Expires 7/31/87
1-31-90

NOVEMBER 16, 1987

R (4)
DEC 14 1987

ASSISTANT SUPERINTENDENT
INDIANAPOLIS BOARD OF SCHOOL
COMMISSIONERS
120 EAST WALNUT STREET
INDIANAPOLIS , IN. 46204

PREVIOUS AGREEMENT EXPIRED
AUGUST 31, 1987

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Indianapolis Ind Bd of Sch Comm Teachers

WITH EDUCATION ASSOCIATION; NATIONAL
INDIANA

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

- 1. Approximate number of employees involved 3120
- 2. Number and location of establishments covered by agreement _____
- 3. Product, service, or type of business School system
- 4. If your agreement has been extended, indicate new expiration date August 30, 1989

ROBERT E. BUENS

Staff Accounting
Supervisor

317-266-4387

Your Name and Position

Area Code/Telephone Number

120 E. WALNUT STREET

INDIANAPOLIS IN

46204

Address

City/State/Zip Code