Memorandum of Understanding

Retention Bonus for Transportation Department Employees Affected by Reduction in Force

This Memorandum of Understanding is hereby entered into between the Board of School Commissioners of the City of Indianapolis (“IPS”) and AFSCME, AFL-CIO Local 661, Council 962 on behalf of itself and the employees it represents (“AFSCME,” collectively, the “Parties”).

WHEREAS, IPS has elected to outsource student transportation services to third party transportation provider, First Student, commencing July 1, 2020; and

WHEREAS, this change in operations will necessitate a reduction in force effective prior to the Start Date resulting in the elimination of all IPS bus driver and bus attendant positions June 4, 2020 (the “Transition Date”); and

WHEREAS, IPS and AFSCME each desires to avoid disruption in transportation operations for the remainder of the school year through the Transition Date (the “Transition Period”), and to assist employees whose positions will be eliminated and who do not transfer and begin in service in a non-eliminated position within IPS prior to the Transition Date (the “Affected Employees”) find new employment with either First Student or another employer,

NOW THEREFORE, the Parties agree as follows:

1) Sick/Personal Leave Payout – Affected Employees who do not transfer to a non-eliminated IPS position following the Transition Date will be paid thirty-five dollars ($35) per day for all accrued but unused sick and personal leave as of the Transition Date.

2) Transition Bonuses – Subject to the criteria below, Affected Employees will be eligible for bonus opportunities totaling up to four thousand and fifty dollars ($4,050) as follows:

   a) Weekly Attendance Bonus / Statewide Testing Period Bonus – Affected Employees will be paid one hundred dollars ($100) for each workweek in which they attain perfect attendance (the “Weekly Attendance Bonus”); additionally, Affected Employees with perfect attendance during the workweek of statewide testing periods of (i) March 16, 2020 – April 3, 2020; and/or (ii) April 20, 2020 – May 15, 2020 (each a “Statewide Testing Period”) will be paid one hundred dollars ($100) for the applicable Statewide Testing Period (the “Statewide Testing Bonus”) in addition to any earned Weekly Attendance Bonus. For purposes of this paragraph, “perfect attendance” means the Affected Employee misses no (zero) shifts, including extra-curricular runs, during the applicable workweek and/or Statewide Testing Period for any reason other than Military Leave. Any earned Weekly Attendance Bonus and Statewide Testing Bonus will be paid on the paycheck covering the pay period in which it was earned.

   b) Retention Bonus – Affected Employees who remain employed and in good standing with the District through the Transition Period will be paid: (i) one thousand dollars ($1,000), provided they are absent for less than (10) shifts, including extra-curricular activity runs, during the Transition Period; or (ii) five hundred dollars ($500) if they are absent ten (10) or more shifts,
including extra-curricular activity runs, during the Transition Period, and in either case excluding absences attributable to Jury Duty, Bereavement or Military Leave (each, a “Retention Bonus”). The applicable Retention Bonus will be paid to Affected Employees on their final payroll paycheck; and

c) **Loyalty Bonus** – Any employee who was absent no more than one day between February 28, 2020, and March 3, 2020, will be paid two-hundred fifty dollars ($250) (the “Loyalty Bonus”) no later than April 1, 2020; and

d) **Service Bonus** – Affected Employees who remain employed and in good standing with the District through the Transition Date will be paid one hundred dollars ($100) for each year of IPS service, including time spent on-call, up to a maximum of one thousand five hundred dollars ($1,500). The Service Bonus will paid to Affected Employees on their final payroll paycheck; and

e) The Weekly Attendance Bonus, the Statewide Testing Bonus, the Retention Bonus, the Loyalty Bonus, and the Service Bonus are severable, meaning an Affected Employee may earn all, or one or more, of the incentives, provided the Affected Employee meets the eligibility criteria of the respective incentive.

3) **Show Up Pay** – Any bus driver or bus attendant who reported to work on February 28, 2020 but was dismissed from service that day will have that day coded “Excused With Pay” and receive their full eight (8) hours of pay on the payroll covering that pay period.

4) **Transition Assistance** – To assist Affected Employees transition to new employment, IPS will provide the following to Affected Employees:

   a) IPS will host on-site interviews with First Student representatives for Affected Employees seeking employment with First Student.
   b) IPS will provide free interview coaching to Affected Employees.
   c) IPS will facilitate other job searches through a partnership with Employ Indy, which provides a variety of services to job seekers in Marion County.

**Signature Page Follows**
In witness whereof, the Parties hereto have executed this Memorandum of Understanding as of the day and year written below.

Board of School Commissioners of the City of Indianapolis  

By:  
Title: Board President  
Date: March 9, 2020

By:  
Title: Board Secretary  
Date: March 9, 2020

Local 661, Council 962, AFSCME, AFL-CIO

By:  
Title:  
Date: 

By:  
Title:  
Date: 